

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: TUESDAY, FEBRUARY 21, 2023 TIME: 5:30PM

*Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser:*

[https://us06web.zoom.us/webinar/register/WN\\_1Sie0VztRoah1T6BP3RpLQ](https://us06web.zoom.us/webinar/register/WN_1Sie0VztRoah1T6BP3RpLQ)

**5:30PM - ANTICIPATED NON-PUBLIC SESSIONS ARE BEING HELD IN CONFERENCE ROOM A**

1. CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3, II (I)

## AGENDA

*\*Regular portion of City Council meeting to begin at 7:00 p.m.*

- I. WORK SESSION – THERE IS NO WORK SESSION THIS EVENING
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – **N/A**
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE

### PROCLAMATION

1. \*Exemplary Public Servant

- VII. ACCEPTANCE OF MINUTES – NOVEMBER 16, 2022; DECEMBER 5, 2022 AND DECEMBER 14, 2022
- VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS
- IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)
- X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### Continued Public Hearing – Capital Improvement Plan (CIP):

- A. \*CAPITAL IMPROVEMENT PLAN (CIP) FY 2024-2029
  - PRESENTATION (*Presentation was held at the January 18, 2023 Work Session*)
  - CITY COUNCIL QUESTIONS
  - PUBLIC HEARING SPEAKERS
  - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

*(Action on CIP will take place at the March 6, 2023 City Council meeting)*

## Public Hearing/Adoption of Resolutions:

- B. RESOLUTION PURSUANT TO RSA 72:39-b THE CITY HEREBY AMENDS THE ELDERLY EXEMPTION BASED ON ASSESSED VALUE FOR QUALIFIED TAXPAYERS, SUCH THAT THE EXEMPTION SHALL BE AVAILABLE ONLY WHEN QUALIFYING TAXPAYERS(S) HAVE A NET INCOME OF NOT MORE THAN

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

### OPTION 1 is 8.7%

Proposed increase of Elderly Exemption by the Social Security cost-of-living increase

Single	\$50,137 increase of \$4,013
Married	\$ 6,598 increase of \$5,490

### OPTION 2 is 2.55%

Proposed increase of Elderly Exemption by the November to November consumer price index

Single	\$47,300 increase of \$1,176
Married	\$64,717 increase of \$1,609

### OPTION 3

Proposed increase of Elderly Exemption

Do Nothing

The elderly exemption shall remain unchanged except as amended hereby.

*(Sample motion – move to adopt Option 1 or Option 2) (If Option 1 or Option 2 is adopted, the elderly exemption shall remain unchanged except as amended hereby)*

- C. RESOLUTION PURSUANT TO RSA 72:39-b THE CITY HEREBY AMENDS THE DISABLED EXEMPTION BASED ON ASSESSED VALUE FOR QUALIFIED TAXPAYERS, SUCH THAT THE EXEMPTION SHALL BE BASED ON ASSESSED VALUE FOR QUALIFIED TAXPAYERS, SUCH THAT THE EXEMPTION SHALL BE AVAILABLE ONLY WHEN THE QUALIFYING TAXPAYER(S) HAVE A NET INCOME OF NOT MORE THAN

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

**OPTION 1 is 8.7%**

Proposed increase of Disabled Exemption by the Social Security cost-of-living increase

Single	\$50,137 increase of \$4,013
Married	\$68,598 increase of \$5,490

**OPTION 2 is 2.55%**

Proposed increase of Disabled Exemption by the November to November consumer price index

Single	\$47,300 increase of \$1,176
Married	\$64,717 increase of \$1,609

**OPTION 3**

Proposed increase of Disabled Exemption

Do Nothing

The disabled exemption shall remain unchanged except as amended hereby.

*(Sample motion – move to adopt Option 1 or Option 2) (If Option 1 or Option 2 is adopted, the elderly exemption shall remain unchanged except as amended hereby)*

D. RESOLUTION THAT PURSUANT TO 72:27-a, THE CITY OF PORTSMOUTH HEREBY READOPTS THE PROVISIONS OF THE ALL VETERANS' TAX CREDIT PURSUANT TO RSA 72:28,B, TO BE THE SAME AMOUNT AS THE OPTIONAL VETERANS' TAX CREDIT UNDER RSA 72:28, ON THE TAXES DUE ON THE RESIDENTIAL REAL ESTATE OF ANY RESIDENT WHO IS A VETERAN, AS DEFINED IN RSA 21:50, AND, SERVED NO LESS THAN 90 DAYS ON ACTIVE SERVICE IN THE ARMED FORCES OF THE UNITED STATES AND CONTINUES TO SERVE OR WAS HONORABLY DISCHARGED OR AN OFFICER WHO CONTINUES TO SERVE OR WAS HONORABLE SEPARATED FROM SERVICE; OF THE SPOUSE OF SURVIVING SPOUSE OF SUCH RESIDENT, PROVIDED THAT TRAINING FOR ACTIVE DUTY OR STATE ACTIVE DUTY BY A MEMBER OF THE NATIONAL GUARD OR RESERVE SHALL BE INCLUDED AS SERVICE UNDER THIS PARAGRAPH; PROVIDED HOWEVER THAT THE PERSON IS NOT ELIGIBLE FOR AND IS NOT RECEIVING A CREDIT UNDER RSA 72:28 or RSA 72:35

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

*(Sample motion – move to adopt the Resolution as presented)*

- E. RESOLUTION THAT PURSUANT TO 72:27-A, THE CITY OF PORTSMOUTH HEREBY READOPTS THE PROVISIONS OF THE OPTIONAL VETERANS; TAX CREDIT PURSUANT TO RSA 72:28,II IN THE AMOUNT OF \$750 ON THE TAXES DUE ON THE RESIDENTIAL REAL ESTATE OF ANY RESIDENT WHO IS A VETERAN AS DEFINED IN RSA 21:50 AND, SERVED NOT LESS THAN 90 DAYS ON ACTIVE SERVICE IN THE ARMED FORCES OF THE UNITED STATES IN ANY QUALIFYING WAR OR ARMED CONFLICT LISTED IN THIS SECTION, AND, CONTINUES TO SERVE OR WAS HONORABLY DISCHARGED OR, AN OFFICER WHO CONTINUES TO SERVE OR WAS HONORABLE SEPARATED FROM SERVICE OR, THE SPOUSE OF SURVIVING SPOUSE OF SUCH RESIDENT PROVIDED THAT TRAINING FOR ACTIVE DUTY BY A MEMBER OF THE NATIONAL GUARD OR RESERVE SHALL BE INCLUDED AS SERVICE UNDER THIS SUBPARAGRAPH, OR WHO WAS TERMINATED FROM THE ARMED FORCES BECAUSE OF SERVICE-CONNECTED DISABILITY OR, THE SURVIVING SPOUSE OF SUCH RESIDENT, OR THE SURVIVING SPOUSE OF ANY RESIDENT WHO SUFFERED A SERVICE-CONNECTED DEATH

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

*(Sample motion – move to adopt the Resolution as presented)*

## **XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

### **A. CITY MANAGER CONARD**

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

1. Approval of Proposed Memorandum of Agreement for Portsmouth School District Paraeducators and Portsmouth Police Civilian Employees Association – Newly Revised
2. Approval of Collective Bargaining Agreement with Portsmouth Non-Supervisory Cafeteria Personnel
3. Approval of Portsmouth Supervisory Management Alliance Memorandum of Understanding Re: Assistant Chief Plant Operator
4. Temporary Construction License for 89/99 Foundry Place

## **XII. CONSENT AGENDA**

*(Proper Motion for Adoption of Consent Agenda – move to adopt the Consent Agenda)*

- A. Request from Tyler & Ryan McGill, Summer Sessions, to install a Projecting Sign at 82 Congress Street *(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)*

**Planning Director's Stipulations:**

- *The license shall be approved by the Legal Department as to content and form;*
- *Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and*
- *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*

- B. Request from Tyler & Ryan McGill, Noa Café, to install a Projecting Sign at 86 Congress Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations:**

- *The license shall be approved by the Legal Department as to content and form;*
- *Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and*
- *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*

- C. Request from Lori Dennehy, Sea Love, to install a Projecting Sign at 60 State Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations:**

- *The license shall be approved by the Legal Department as to content and form;*
- *Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and*
- *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*

- D. Letter from Phil von Hemert, Sail Portsmouth, requesting permission to hold the Sail Portsmouth Maritime Event on Thursday, July 27, 2023, the Parade of Sail and Friday, July 28, 2023 through Monday, July 31, 2023 for the touring of two ships, moored at the Commercial Fish Pier and the Prescott Park Marina (***Anticipated action – move to refer to the City Manager with Authority to Act***)

### **XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from Perry Silverstein regarding outdoor dining rate structure (***Sample motion – move to accept and place on file***)

### **XIV. MAYOR McEACHERN**

1. \*Appointments to be Voted to the Public Arts Review Blue Ribbon Committee:
  - Paul Burke
  - M. Christine Dwyer
  - Ellen Fineberg
  - Beth Hartnett
  - Jen Meister
  - Alyssa Murphy
  - Nancy Pearson
  - A. Robert Thoresen
  - Robert White
  - Mara Witzling

### **XV. CITY COUNCIL MEMBERS**

#### **A. COUNCILOR TABOR, COUNCILOR DENTON, COUNCILOR COOK**

1. Community Power – approve Energy Aggregation Plan to create a Community Power Program for Portsmouth (***Sample motion – move to approve the Energy Aggregation Plan as developed by the Energy Advisory Committee in February 21, 2023 City Council packet, and submit it to the Public Utilities Commission for approval***)

#### **B. COUNCILOR MOREAU**

1. Outdoor Dining Policy February Updates 2023 (***Sample motion #1 – move to suspend the rules to bring forward the outdoor dining policy for action and discussion***) (***Sample motion #2 – move to change the policy based on updates attached in the February 21, 2023 City Council packet***)

#### **C. COUNCILOR BAGLEY**

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the February 2, 2023 meeting (***Sample motion – move to accept and approve the action sheet and minutes of the February 2, 2023 Parking and Traffic Safety Committee meeting***)

#### **D. COUNCILOR COOK**

1. \*Report back from the Governance Committee on a proposed change to the Fee Study Committee

## **XVI. APPROVAL OF GRANTS/DONATIONS**

- A. Approval of Donation for the Skateboard Park Lighting Fund - \$1,717.00 (***Sample motion – move to accept the donation for Skateboard Park Lighting Fund as presented***)
- B. Approval of Emergency Management Performance Grant Agreement - \$79,910.00 (***Sample motion – move to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$79,910.00 for Emergency Operations Center equipment. Furthermore, the City Council acknowledges that the total cost of this project will be \$79,910.00, in which the city will be responsible for a 50% match (\$39,955.00). Further, City Manager Conard, Mayor McEachern and Fire Chief McQuillen are authorized to sign all documents related to the grant***)

## **XVII. CITY MANAGER’S INFORMATIONAL ITEMS**

- 1. \*McIntyre Update
- 2. Report Back on Expanded Study Area to Include Outdoor Dining for Market Square Master Plan Improvement Project (*In City Manager’s Comments*)
- 3. Market Street and Commercial Alley Utility Code Compliance Project (*In City Manager’s Comments*)
- 4. Pease Wastewater Treatment Facility – Update of CIP Element Sheet
- 5. \*Skateboard Park Update

## **XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

## **XIX. ADJOURNMENT [at 10:30 p.m. or earlier]**

*\*Indicates verbal report*

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

## **SPECIAL CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: WEDNESDAY, NOVEMBER 16, 2022

PORTSMOUTH, NH  
TIME: 3:00PM

### **I. CALL TO ORDER**

Mayor McEachern called the meeting to order at 3:00 p.m.

### **II. ROLL CALL**

PRESENT: Mayor McEachern, Councilors Tabor, Denton (5:05 p.m.), Moreau, Bagley, Lombardi, Blalock, and Cook

ABSENT: Assistant Mayor Kelley

### **III. OPENING OF HEARING IN CITY HALL COUNCIL CHAMBERS – Brief overview by City staff of process and purpose (*Recess for purpose of travel*)**

Deputy City Manager/Deputy City Attorney Woodland said the reason of this special meeting is for purposes of beginning an eminent domain process. She stated we will be conducting a site visit of the property located in Durham. She said there will be a full presentation by staff upon our return and the Mayor will reconvene the meeting at 5:00 p.m. with a public hearing to follow.

### **IV. 3:30 p.m. – RECONVENE AT WAGON HILL FARM, 156 PISCATAQUA ROAD, DURHAM - Transportation of City Council to be arranged for by City of Portsmouth**

Deputy City Manager/Deputy City Attorney Woodland advised the City Council that there is a bus awaiting to bring us to the site.

### **V. SITE VISIT OF 180 PISCATAQUA ROAD, DURHAM PROJECT AREA**

Deputy City Manager/Deputy City Attorney Woodland announced that the property is located at 180 Piscataqua Road in Durham, New Hampshire.

### **VI. RECESS UNTIL 5:00PM, AT CITY HALL COUNCIL CHAMBERS**

Mayor McEachern recessed the meeting for purposes of travel and to reconvene at Wagon Hill Farm where the Council will view the site at 180 Piscataqua Road in Durham.

### **VII. 5:00 p.m. – REOPEN PUBLIC HEARING IN CITY COUNCIL CHAMBERS**

*City Manager Conard was present for this portion of the meeting. Councilor Denton arrived to the meeting at 5:05 p.m.*

Mayor McEachern reconvened the meeting at 5:05 p.m., in the Eileen Dondero Foley Council Chambers.



## VIII. PRESENTATION OF PROJECT BY CITY STAFF

Al Pratt, Water Resources Manager, provided a general overview of the project. He reported that 78% of our water is supplied by the Madbury Treatment Facility and Madbury wells, which equates to 2.8 million gallons per day that is a critical infrastructure to the City. He advised the City Council that the project scope will include the installation of a new 24" high density polyethylene (HDPE) pipe, replacement of valves in existing water mains, and the restoration of shore land and a tidal zone.

Assistant City Attorney McCourt spoke to the history of the water line that was installed in the 1950's by Army Corps of Engineers. He said we did not secure the rights to go in to make repairs to the lines and the description did not depict a redundant line that is present. He spoke to the temporary and permanent easements. He said that temporary area will be used for laydown of construction materials with access over Wagon Hill. Assistant City Attorney McCourt outlined the eminent domain public process.

## IX. PUBLIC HEARING FOR TAKING OF TESTIMONY

**Councilor Denton moved to suspend the rules to allow a non-resident to speak first at the public hearing. Seconded by Councilor Bagley and voted.**

Marsha Brown, representing the owners, spoke to the three different plans and stated all have been major changes. She stated now the city is advising that an access road would be coming from Wagon Hill. She spoke to the history of this matter and to the owner's patience with this process. Ms. Brown said the impacts of construction would have be to the owner's home and land. She stated that there has been a lack of attention to details by the city on this project. She said many of the terms of the project have been agreed upon and now the city is seeking eminent domain. Ms. Brown said the owner's feel they have been treated with disrespect and are here because of the way the project has been handled by the city. She said the land we are speaking to has been owned by the McLane's family for over 200 years.

Elizabeth Bratter expressed her opposition to eminent domain and said it should only be sought in extreme circumstances. She asked the city to consider if there is another location that the project could be done and urged the Council to look at the big picture when making their decision this evening.

With no further speakers Mayor McEachern closed the public hearing.

## X. CONSIDERATION OF RESOLUTION

Councilor Denton asked Assistant City Attorney McCourt if we are allowed to use eminent domain where this land is not in the city. Assistant City Attorney McCourt advised the Council that RSA 38:30 is an exception, to protect drinking water. Councilor Denton asked if condemnation has a legal implication. Assistant City Attorney McCourt said we need to move our time line quickly and the project has changed many times. He stated that the staff and engineers feel that this is a critical need. He stated we cannot get a permit from DES until we have all legal rights to do the project, and condemnation is the end point.

Councilor Denton asked if we are still seeking a Memorandum of Understanding (MOU), if we proceed with condemnation. Assistant City Attorney McCourt said at that point we would enter the final document with the Board of Tax and Land Appeals and not require a MOU.

Councilor Tabor said he would like responses from the Public Works Department on issues raised by Ms. Brown regarding the project and asked if we need the permanent easement for the new pipe. Deputy Public Works Director Goetz said the permanent easement is due to the existing pipe. Councilor Tabor asked if the valves for the pipes are working. Deputy Public Works Director Goetz said it was determined not to touch the valves because if they broke it would be a major issue. He further stated we are working with the City of Dover on an interconnection to provide redundancies.

Mayor McEachern asked what would happen if we found out the third line is not repairable and the other two lines can't be rehabilitated. He asked would we still require an easement on the property. Deputy Public Works Director Goetz said we would not know until we get to that point in the project. Assistant City Attorney McCourt said the easement could not be transferred, and the easement would revert back to the owners, with removal of the line having a great impact. Mayor McEachern said if it was not used for water would we require an easement to keep it in place. Assistant City Attorney McCourt said we would still need the easement.

Councilor Bagley asked what is the life span of the new pipe. Deputy Public Works Director Goetz said the pipe is state of the art and has a 50 year life span, but they claim it is a 100 year life span. Councilor Bagley asked Assistant City Attorney McCourt because of the urgency, we are taking action to approve eminent domain, in case we need it. Assistant City Attorney McCourt said we will still negotiate an agreement with the property owners and hope we don't need the eminent domain process.

Councilor Lombardi said in balancing competing interests has the city identified the burdens and costs to the owners of the property. Assistant City Attorney McCourt said the burdens on the property owners will be over the course of one winter and we will try to mitigate the area we will need by putting some items on Wagon Hill. He further stated that we are working with the City of Dover on an easement to access the property, which would not require us to go over the owner's property. He said we are seeking temporary construction easements rather than permanent easements. Councilor Lombardi said he does not want this to go to eminent domain, and that we find a way to have more information from the city be provided to the owners. He said communication needs to be improved to the owners and to the City Council.

Councilor Blalock said an access road would be ideal and asked if we are building one. Water Resources Manager Pratt said the plan is to not make it a road. Councilor Blalock said he is sensitive to an old property and how important the property is to the owners. He said construction and the impacts, are not lost on him.

Councilor Cook asked Mr. Pratt what is the life span of cast iron pipes. Mr. Pratt said we don't know that at this time. Councilor Cook asked about the ability by the property owner to retain the property for sub-dividable rights. Assistant City Attorney McCourt said the portion of the property is extremely close to shoreline and doesn't believe it will be sub-dividable.

Councilor Cook said there is some grant based funding for the project and asked if there is a deadline for the funding. Deputy Public Works Director Goetz said we have \$600,000.00 earmarked and no deadline exists.

Councilor Moreau said in order for us to be able to get a DES permit we need rights to the property. She asked could a MOU be enough for a permit. Assistant City Attorney McCourt said based on our consultants we need an easement in place. Councilor Moreau asked if the Resolution is passed this evening would this then allow us to go forward with the DES. Assistant City Attorney McCourt said he does not believe it is an option. Councilor Moreau said that this is a time issue and we are caught between a rock and a hard place.

Mayor McEachern said we do not have an agreement with Wagon Hill and where does that issue stand. Assistant City Attorney McCourt said we don't have finalized licenses but if we needed to, we have an existing easement to operate over the other easement. Mayor McEachern said we have not finalized plans because we are working on any number of things with property owners, to align with them. Assistant City Attorney McCourt said options were presented to the Town of Durham on the path they preserve and they are saying we should be able to negotiate a final agreement.

Mayor McEachern said we need eminent domain to have temporary construction easements. Assistant City Attorney McCourt said that is correct. Mayor McEachern thanked the owners, and Sandy's grandparents for doing a really good thing for the city. He stated they allowed this to happen and the reservoir is where we get our water from. He said private citizens allow for that to happen. He thanked them for their part in Portsmouth and said without access to clean water, we don't have much. He said we find ourselves in a place where it would not make sense to remove that pipe. Mayor McEachern said he is displeased that communication was not up to what was expected. He does not want this to go through eminent domain, and would like to reach a conclusion with a MOU on how we are going to do this process. He said he would support this because he wants the City to find a resolution outside eminent domain. Mayor McEachern said we are empathic to your family's situation and we need to come to a term that understands your private property interest. He stated we need to be collaborative and reasonable in working urgently to solve this matter.

**Councilor Tabor moved to approve the Resolution regarding public necessity to acquire property for the Little Bay water line replacement project as drafted. Seconded by Councilor Bagley.**

**On a unanimous roll call vote 8-0, motion passed.**

**At 6:50 p.m., Councilor Moreau moved adjourn. Seconded by Councilor Blalock and voted.**



KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: MONDAY, DECEMBER 5, 2022

PORTSMOUTH, NH  
TIME: 7:00 PM

**Assistant Mayor Kelley moved to close the Non-Public Session and seal the minutes, seconded by Councilor Bagley. Motion passed on an 8-0 vote. Councilor Lombardi absent.**

### **III. CALL TO ORDER [7:00 p.m. or thereafter]**

Mayor McEachern called the meeting to order at 7:00 p.m.

### **IV. ROLL CALL**

Present: Mayor McEachern, Assistant Mayor Kelley, Councilor Tabor, Councilor Denton, Councilor Moreau, Councilor Bagley, Councilor Blalock and Councilor Cook.

Absent: Councilor Lombardi.

### **V. INVOCATION**

Mayor McEachern asked for a moment of silence and remembrance of Kip Newcomb, uncle of Councilor Blalock, who recently passed away.

### **VI. PLEDGE OF ALLEGIANCE**

### **VII. ACCEPTANCE OF MINUTES – SEPTEMBER 19, 2022; OCTOBER 3, 2022; & OCTOBER 17, 2022**

*Councilor Tabor moved to approve and accept the minutes of the September 19, 2022; October 3, 2022; and October 17, 2022 City Council meetings, seconded by Councilor Cook. Motion passed.*

### **VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

**Assistant Mayor Kelley moved to suspend the rules to bring up Items XIII. A. Presentation – COVID Response Task Force – Recovery Solutions and B. Presentation – PNH400 update. Seconded by Councilor Moreau and voted.**

#### **A. Presentation – COVID Response Task Force – Recovery Solutions**

COVID Response members Lori Waltz and Whitney Brown gave a presentation on the effects of COVID in the categories of Transportation, Mental Health, Workforce Shortage, Childcare, Housing and Substance Misuse by breaking it down with the Problem, Impact on Public Health, potential solution and agencies involved for each category. They concluded the report requesting that the committee be extended by 6 months to:

- Continue meeting to discuss possible solutions
- Work with established grant making organizations
- Hold Public Forums to spread the word
- Provide marketing for these opportunities
- Support the Community Resource Network to make the website more user friendly which will allow community members to connect with local agencies and nonprofits

- Continue public conversations about the areas of need for Portsmouth to build resiliency for our community for the long term

**Councilor Bagley moved to extend the term of the COVID Response Blue Ribbon Committee for 6 months to June 30, 2023. Seconded by Councilor Denton and voted.**

B. Presentation – PNH400 update

Valerie Rochon, Chair of PNH400 Committee, reviewed the calendar of upcoming activities in celebration of the City's 400<sup>th</sup> anniversary. She stated there are over 100 events planned throughout the year and the list is available on the website. She stated the kickoff event will be on January 6, 2023 (1/6/23) with the lighting of the Memorial Bridge and reception to follow.

**Councilor Blalock moved to suspend the rules to bring up Item 1 under his name on the Agenda. Seconded by Councilor Moreau and voted.**

1. Portsmouth Skatepark Fundraising Update and Acknowledgements

Amy-Mae Taylor Court and Rich Duddy of the Skateboard Park Blue Ribbon Committee recognized Sean McDonald and Anna Nuttall both of whom have donated their time and talents to the Skateboard Park fundraising efforts. They also discussed the ongoing fundraising efforts and public outreach to keep the project in the public eye.

## IX. PUBLIC COMMENT SESSION

Mayor McEachern opened the Public Comment Session:

Paige Trace – spoke regarding the McIntyre project stating that she had been a member of the McIntyre subcommittee when she was on the Council and feels that the updates being given by the City Manager are minimal and feels that there should be hard questions being asked and answered for the residents that are represented by the City Council.

Roy Helse –spoke regarding electric vehicle charging stations stating that the vehicles owners need to pay for that service and not the city.

Petra Huda – spoke regarding committee membership stating that there are applications on the agenda that are not residents of the city and do not comply with the Articles of Eligibility.

Rick Becksted – spoke regarding the appointment to the Zoning Board of Adjustment stating that there is an appearance of conflict of interest with the applicant being married to the City Councilor that is the representative to the Planning Board and is why he did not reappoint him when he was the Mayor. He stated that Councilor Moreau should recuse herself from this vote.

Bill Downey – spoke regarding Holiday parking program stating that if it is going to be done it should be done right and program the meters to let people know they don't have to pay.

Ken Goldman (via zoom) – spoke regarding the Neighborhood Parking Program stating that he attended the 11/21/2022 Work Session and was encouraged by the discussion until it changed to the Islington Creek NPP. He stated that he has never seen a groundswell of support for this and has never had a problem parking in the area. He concluded by questioning why Cornwall Street has been added to Councilor Moreau's sample motion.

Barbara Massar – spoke regarding the Arts and non-profits cultural plan subcommittee stating that this is different than a board/commission and is able to cast a wider net for members outside of the City of Portsmouth.

Zelita Morgan – spoke regarding the ZBA appointment stating it is not about the person/persons but about the appearance of a conflict of interest. Next, she discussed the McIntyre issue stating that she is concerned that there are no Councilors involved in the negotiations and feels that there needs to be a public update.

Seeing no one else wishing to speak, Mayor McEachern closed the Public Comment Session.

## **X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS**

### **Public Hearings/Second Reading of Ordinances:**

- A. Public Hearing/Second reading of Ordinance amending Chapter 12 and Chapter 15 – City’s Building Code

#### **• PRESENTATION**

Building Inspector Shanti Wolph gave a brief presentation explaining the City’s building code ordinance was last amended in December of 2019. At that time, the City Council adopted amendments to our building code ordinances (Chapters 12 and 15) to reflect the current version of the State Building Code and to update our local regulations and amendments to those codes. This version consists of 55 pages in two separate Chapters. He continued that the Inspection Department has received complaints from the public that the City’s existing building code ordinances are too long and are not user friendly. When the public cannot find local requirements and Code amendments, the building code ordinance is more difficult to administer. This is caused in part because our current ordinances track and amend different sections of the State Building Code that repeat the same language. In July of 2022, the State of New Hampshire adopted the 2018 version of the International Codes and other national codes (“State Building Code”). The adoption of these new codes create an opportunity for the City to update and revise our existing building code ordinance. This proposed amendment, as presented, removes Chapter 15 in its entirety, resulting in one completely revised building ordinance – a new Chapter 12 consisting of approximately 20 pages. Chapter 12, as rewritten, will be the City Building Code which adopts the current State Building Code as well as our local regulations and amendments to the State Building Code, which are permitted when they are stricter than the State Building Code. The statutes governing local amendments to the State Building Code will be amended as of January 1, 2023. The current statute requires only that local building code ordinances be filed with the State Building Code of Review (“Board”). The amended statute creates a complicated process whereby all local building code amendments must be reviewed by the Board prior to passage in order to verify that the local requirements do not “conflict” with the current State Building Code. There is no definition of “conflict” in the amended statute, thus calling into question the ability of municipalities to make any local regulations and amendments to the State Building Code.

#### **• CITY COUNCIL QUESTIONS**

Councilor Denton and Councilor Cook thanked Mr. Wolph for working with the Sustainability Committee on the Green initiative exemption along with the Assessor.

Councilor Tabor asked about specific requirements in the plumbing code that are specific to Portsmouth.

Building Inspector Wolph stated that it is a rabbit hole when it comes to water temperature requirements and explained the various complexities involved.

Councilor Blalock thanked the Inspectors for their work on this stating that it will help make the City of Portsmouth safer.

Councilor Bagley asked if we are leading the way in streamlining these codes and will there be any problems if we have different versions than other local towns as he is concerned that people will be less likely to work here.

Electrical Inspector John Plourde explained that by July 2023 everyone will have to be aware of the 2023 code version. He stated that there are several small differences with the City of Portsmouth but the State of NH has always been 3 years behind in the adopted versions of National Codes.

Mayor McEachern thanked Mr. Wolph and Mr. Plourde and has been impressed with their ability to get to “yes” with all of the knowledge they have and feels that we are a larger community and it is ok if we have different requirements than smaller towns. He stated he is impressed with the faster pace of the inspections process and feels that streamlining improves the predictability.

Mr. Wolph concluded stating that there are 2 minor corrections to the ordinance document itself but clarified that the legal notice that appeared in the newspaper was correct. He stated under section 1201.1 – RSA 155-A:1, the Roman numeral should be “IV” and not “V” and under Sections 1207.6.1 Section 2 and 1207.6.4 delete 7.6 m.

- **PUBLIC HEARING SPEAKERS**

Mayor McEachern read the legal notice and opened the public hearing. Seeing no one wishing to speak, they Mayor closed the public hearing.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Councilor Moreau move to pass second reading of ordinance including the 2 minor changes presented, and hold third and final reading at the December 14, 2022 City Council meeting. Seconded by Councilor Cook and voted.**

- B. Public Hearing/Second reading of Ordinance amending Chapter 5, Article I – Fire Department, Section 5.101 – Personnel and Article IX – Fire Code

- **PRESENTATION**

Deputy Fire Chief Howe gave a brief explanation of the ordinance update.

- **CITY COUNCIL QUESTIONS**

Mayor McEachern asked if something goes to the Technical Advisory Committee can they require additional stipulations.

Deputy Fire Chief Howe stated that the Technical Advisory Committee goes by current codes and if an applicant comes in looking for exceptions they still have to meet the codes.

- **PUBLIC HEARING SPEAKERS**

Mayor McEachern read the legal notice and opened the public hearing.

Seeing no one wishing to speak, the Mayor closed the public hearing.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

There were no additional Council questions/deliberations.

**Councilor Moreau moved to pass second reading and hold third and reading at the December 14, 2022 City Council meeting. Seconded by Councilor Cook and voted.**

**Third and Final Reading of Ordinances:**

- C. Third and final reading of Ordinance amending Chapter 1, Article IV – Commission and Authorities, Section 1.412 – Public Art Review Committee

**Councilor Cook moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Tabor and voted.**

- D. Third and final reading of Ordinance amending Chapter 1, Article XVII – Funding of Public Art, Section 1.1704 – Exemption and Section 1.1707 – Funding Accepted

**Councilor Cook moved to pass third and final reading of the ordinance as presented. Seconded Assistant Mayor Kelley and voted.**

*Mayor McEachern called a brief recess at 9:05 p.m. and reconvened at 9:15 p.m.*

**XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

**A. CITY MANAGER CONARD**

1. Sale of Surplus Equipment

**Councilor Moreau moved to authorize the sale of the surplus equipment as presented. Seconded by Assistant Mayor Kelley and voted.**

2. Release of Funds from the 400<sup>th</sup> Anniversary Trust

**Councilor Moreau moved to authorize the release of \$7,500 from the 400th Anniversary Trust to Portsmouth NH 400 Inc. Seconded by Councilor Tabor and voted.**

3. Access Easement for Water Services for 41 Salem Street



**Assistant Mayor Kelley moved to grant the City Manager the authority to accept the Access Easement for Water Services from Bonza Builders, LLC as presented. Seconded by Councilor Blalock and voted.**

4. Sewer and Driveway Turnaround Easements for Property Located at 77 Meredith Way

**Councilor Moreau moved to authorize the City Manager to grant and record a sewer easement to Randi and Jeff Collins and to accept and record a turnaround easement from Randi and Jeff Collins in substantially similar form to the easement deeds contained in the agenda packet, seconded by Councilor Bagley.**

Councilor Moreau explained that this had been before the Council previously as an un-merger of lots which was not approved but feels this is a better project.

Mayor McEachern explained that this is in the grass area and not the playground/basketball court area. He stated that the trees will be replaced and the Assessor views this as a separate lot.

**Motion voted.**

## **XII. CONSENT AGENDA**

- A. Letter from Jennie Halstead, Executive Director of My Breast Cancer Support, requesting permission to hold the 15<sup>th</sup> Annual Celebrate Pink 5k Walk & Run on Sunday, September 17, 2023 **(Anticipated action – move to refer to the City Manager with Authority to Act)**
- B. Letter from Tina Sawtelle, The Music Hall, requesting approval for the closure of Chestnut Street and live music for Live Under the Arch 2023 between Friday, June 30, 2023 and Sunday, September 3, 2023 **(Anticipated action – move to refer to the City Manager with Authority to Act to issue license for events)**

**Assistant Mayor Kelley moved to adopt Consent Agenda, seconded by Councilor Bagley.**

Councilor Denton asked if beer and wine will be allowed as has been in years past.

City Manager Conard stated that will be part of the licensing process.

**Motion voted.**

## **XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Presentation – COVID Response Task Force – Recovery Solutions **(Previously addressed)**
- B. Presentation – PNH400 update **(Previously addressed)**
- C. Letter from Alissa Gumprecht, Director of Development and Communications for Cross Roads House, requesting permission to place tables in front of North Church in conjunction with vigil being held on December 21, 2022.

Mayor McEachern asked for legal opinion if we allow one group the exception to place tables in front of North Church then we would have to allow all.

City Attorney Morrell stated that the Council can authorize this request but it is up to the governing body to decide if they want to make this exception.

Mayor McEachern stated he would suggest the group reach out to North Church to see if they can set the tables in there. He stated it is a slippery slope and we want to adjudicate fairly.

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

D. Email Correspondence

**Assistant Mayor Kelley moved to accept and place on file, seconded by Councilor Blalock.**

Councilor Denton commented on an e-mail from Christina Dubin which provides information on Environmental Protection Agency grants that are available.

**Motion passed.**

#### **XIV. MAYOR McEACHERN**

1. Appointments to be considered to the Arts and Nonprofits Committee Cultural Plan Subcommittee:
  - Alan Chace
  - Jeffrey Cooper
  - Ellen Fineberg
  - Gerardo Gonzalez
  - Tom Kaufhold
  - Amanda Kidd-Kestler
  - Robin Lurie-Meyerkopf
  - John Mayer
  - Karen Rosania
  - Emma Stratton
  - Karen Battles (Alternate)
  - Suzanne Danforth (Alternate)
  - Ed Simeone (Alternate)

Mayor McEachern stated that the above listed individuals are to be considered to appointment to the Arts and Nonprofits Cultural Plan Subcommittee. He further explained that they are not all Portsmouth residents which because it is a sub-committee of a Blue Ribbon Committee, it is not required. He thanked everyone for applying as this plan has not been reviewed for 20 years.

The applications will be voted at the December 14, 2023 Council meeting.

2. Appointment to be Voted:
  - Appointment of David Rheume to the Zoning Board of Adjustment

**Councilor Tabor moved to appoint David Rheume to the Zoning Board of Adjustment, seconded by Assistant Mayor Kelley.**

Councilor Moreau stated she will recuse herself from this vote.

Mayor McEachern stated he feels that making these appointments is difficult via this process and to not make it seem political. He stated he looks at the capability, integrity and willingness to serve of the applicant and especially for this board which is a 5 year term. He continued that David Rheume meets all of these requirements and is confident he can do the job even being married to Councilor Moreau. He further stated that he had gone to a ZBA meeting in the past on behalf of a neighbor and Mr. Rheume was the Chair of the Board at that time. He stated he was impressed by his running of the meeting and felt it was handled fairly, etc. He stated it is unfair to not appoint him because of who he is married to and he feels confident in this appointment.

**Motion passed on a 7-0 vote. Councilor Moreau recused.**

**XV. CITY COUNCIL MEMBERS**

**A. COUNCILOR DENTON**

1. Approval of 2023 City Council May Budget Meeting Schedule

Councilor Denton stated that he wants to consolidate the 4 separate budget sessions in May into a one-day session in order to stream-line the process and have it be a more efficient use of time. He stated he is suggesting May 15, 2023.

Councilor Bagley agrees with the one day session but would want a public comment session later in the day.

Mayor McEachern stated that there will be public comment and public hearings throughout the budget process.

Councilor Tabor stated he appreciates the desire to streamline the process but feels there is value in having 1 session for each department so that they can study the budget and form their questions and hear presentations when they are fresh. He stated he feels it also shows respect for the department heads to have their opportunity to present and answer questions and have time to do so.

Councilor Blalock stated he would also prefer a one-day session.

Assistant Mayor Kelley stated she is also concerned with condensing everything into one day and would prefer 2 sessions. She agrees that having 4 separate sessions is difficult for the public to come to each meeting or even to watch all of the sessions on-line.

Mayor McEachern stated that this is the second budget process for this Council so we are more familiar with the staff and the interdependencies etc. of the budget. He stated he agrees that it can be difficult to do 4 separate sessions and would agree that 2 Monday meetings would be good.

Councilor Bagley asked the City Manager what she feels would be the most efficient way to proceed.

City Manager Conard stated she and the staff will do whatever the Council wishes but that it needs to be after the May 8<sup>th</sup> Public Hearing.

**Councilor Bagley moved to schedule a full day department budget presentations work session during the day on Monday, May 15, 2023, seconded by Councilor Denton. Motion passed on a on a 5-3 roll call vote. Assistant Mayor Kelley, Councilors Tabor and Cook voted opposed.**

## **B. COUNCILOR MOREAU**

1. ***Sample Motion - to extend the Neighborhood Pilot Program through June 30, 2023, for the purposes of developing, adopting and implementing ordinance changes to create a neighborhood parking program for downtown adjacent areas. This effort would specifically include the development of a program for the neighborhood from Cornwall to Bridge Street which is currently in the pilot program.***

The ordinance could also establish a process for consideration of other neighborhoods adjacent to the downtown. For example, the ordinance could describe a petition process by which neighborhoods could petition for consideration for a neighborhood parking program with a referral to the Parking and Traffic and Safety Committee for consideration and recommendation if a certain threshold of interest was met. Alternatively, the City Council could accomplish this process through a City Council policy. There is an assumption that other neighborhoods may be interested in a parking program.

Councilor Moreau stated she appreciates all of the thoughts that were expressed at the Work Session and now we need to decide how to move forward without having all of the information that will come from the Parking Study.

**Councilor Moreau moved to extend the Neighborhood Pilot Program through June 30, 2023, for the purposes of developing, adopting and implementing ordinance changes to create a neighborhood parking program for downtown adjacent areas. This effort would specifically include the development of a program for the neighborhood from Cornwall to Bridge Street which is currently in the pilot program, seconded by Councilor Denton.**

Assistant Mayor Kelley stated she is hesitant to continue the pilot as it is now and doesn't feel that Cornwall needs to be included and would like more information from the parking staff. She stated she would like a report back and to launch a survey to the small residential area in whether to continue the program and the cost.

Councilor Bagley stated he agrees with Assistant Mayor Kelley's points but feels there are some good things in the motion. He feels that we could end the program now and go forward with a more focused area.

Councilor Blalock stated he understands the problems that have occurred but feels we have already spent a lot of money on the program and feels that it should be stopped at this point.

Councilor Cook stated she is concerned with the cost of removing the signs and then putting them back up again if it stops and then starts again. City Manager Conard stated she would need to report back. Councilor Tabor spoke to the motion stating we don't know how many people will pay for this and the taxpayers have been paying for it so far. He continued that if the neighborhoods want this program restarted then they should pay for it, but the last survey indicated that only 34% are willing to pay for

permits. He continued that we need to figure out the boundaries and if there is support but to extend it for free, then we should not continue it.

Councilor Bagley asked if we end the program now can the signs be left up without enforcement. City Manager Conard stated that would create a mixed message and confusion but will consult staff.

Mayor McEachern passed the gavel to Assistant Mayor Kelley.

Mayor McEachern stated we do not need to extend the pilot program. He continued that this was brought forward by the business owners and feels this is better handled through the ordinance process. He stated that neighborhoods can request a street be metered and then resident vehicles can be registered in the system by license plate for a set fee. He stated that would show that there is a buy-in from the residents. He stated streets can be added after going through the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reading process of an ordinance and would include a public hearing.

Councilor Moreau stated that this was discussed but since the parking study has not been completed and presented yet, it may require the ordinance to be changed again.

Discussion ensued regarding the process and whether it could go before the Parking and Traffic Safety Committee and have the streets passed on a temporary basis via acceptance of the minutes as is done for other parking/traffic issues.

Deputy City Manager/Deputy City Attorney Woodland stated she feels it would be better addressed through an ordinance process and that the Council could set a policy to guide the Parking and Traffic Safety Committee to bring forward streets.

Councilor Bagley agrees with Deputy City Manager/Deputy City Attorney Woodland that it is unfair to task the Parking and Traffic Safety Committee to make those determinations unless there is a Council policy to help streamline the process.

Councilor Moreau stated the discussion came down to ordinance versus policy as the ordinance process is a larger process and a permit policy would be more flexible.

**Motion failed on a 1-7 roll call vote. Councilor Moreau voted in favor.**

### **C. COUNCILOR BAGLEY**

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the October 6, 2022 meeting (*Tabled at the November 14, 2022 City Council meeting*)

**Councilor Bagley moved to approve and accept the action sheet and minutes of the October 6, 2022 Parking and Traffic Safety Committee meeting. Seconded by Assistant Mayor Kelley and voted.**

2. Parking and Traffic Safety Committee Action Sheet and Minutes of the November 3, 2022 meeting

**Councilor Bagley moved to approve and accept the action sheet and minutes of the November 3, 2022 Parking and Traffic Safety Committee meeting. Seconded by Assistant Mayor Kelley and voted.**

3. Free On-street parking for up to Three Hours from Saturday, December 17<sup>th</sup> through Monday, December 26<sup>th</sup> in Celebration of the Holiday Season. We hope residents and visitors will take advantage of this and support Portsmouth's wonderful, local small businesses, restaurants and non-profits.

**Councilor Bagley moved to authorize Free On-street parking for up to Three Hours from Saturday, December 17<sup>th</sup> through Monday, December 26<sup>th</sup> in Celebration of the Holiday Season, seconded by Assistant Mayor Kelley.**

Assistant Mayor Kelley thanked Councilor Bagley for bringing this forward. She continued that as a small business owner it is vital to bring people downtown and rewards residents for visiting the businesses.

Councilor Tabor clarified that the 3-hour limit will be enforced.

Councilor Moreau stated that she is concerned with the loss of revenue during this time.

Councilor Bagley stated research shows it is better for the economic climate, it is a tradition and it is good for morale.

Councilor Cook stated she will support this but feels we should think about an education program for residents and business owners as to how parking enforcement helps turnover. She suggested an alternative to this is to have free parking in the garages with shuttles.

Mayor McEachern stated we do lose revenue and we may also lose turnover but feels that there is a feeling of gratitude and holiday spirit for the patrons and businesses. He agrees we can look at other ideas in the future.

**Motion passed on a 7-1 vote. Councilor Moreau voted opposed.**

**Assistant Mayor Kelley moved to suspend the rules to allow meeting to go past 10:30 p.m. Seconded by Councilor Cook and voted.**

#### **D. COUNCILOR BLALOCK**

1. Portsmouth Skatepark Fundraising Update and Acknowledgements  
*(Previously acted upon)*

#### **XVI. APPROVAL OF GRANTS/DONATIONS**

- A. Donation to the Cemetery Committee from Kerry and Peter Rubenstein for Cemetery Projects - \$2,001.38

**Assistant Mayor Kelley moved to approve and accept the donation from Kerry and Peter Rubenstein for Cemetery Projects - \$2,001.38. Seconded by Councilor Blalock and voted.**

## **XVII. CITY MANAGER'S INFORMATIONAL ITEMS**

### 1. McIntyre Update

City Manager Conard stated that shortly before the meeting, a memo and final design plan were posted on the website.

City Attorney Morrell gave a brief review of the memorandum explaining that we currently remain in negotiations and have recently contracted a financial consultant to review the pro forma and cost estimates which are anticipated to be finalized in 3 months. She stated we also have a final design of the community plan being submitted with National Park Service for initial approval but clarified that the GSA will not give us an extension if NPS doesn't like the design. She stated that there will be continued significant discussions with SoBo and under the settlement agreement we are obligated to split the cost of expenses which will require a request for a supplemental appropriation.

City Manager Conard stated that we will be coming back with a supplemental appropriation request for \$150,000.00 to continue the process for the next 3 months.

Mayor McEachern stated that people have asked about the process being public and explained that we haven't had anything come forward that has been approved to bring to the public as of yet.

### 2. Report Back on Funding for Greater Portsmouth Recovery Ready Community Coalition

Councilor Denton requested that no action be taken on this item at this time as we have just extended the COVID committee by 6 months and feels we should wait.

Councilor Cook stated that there is a deadline to receive matching funds.

Councilor Bagley stated he supports Councilor Denton's suggestion to wait as this is a big ask and this is a group from Eliot, Maine and there are other local groups.

City Manager Conard referred to the presentation given at the November 14, 2022 Council meeting which outlined the request and clarified that they have established a local LLC.

**Councilor Tabor moved to release \$60,000 in FY22 surplus Welfare funding to the Greater Portsmouth Recovery Ready Community Coalition, seconded by Councilor Cook.**

Discussion ensued.

Assistant Mayor Kelley asked if we have gotten an opinion from Welfare Director Tully as to whether there are other ways to use this surplus.

City Manager Conard stated she has spoken with Welfare Director Tully who feels that because it helps find housing for people, it does seem appropriate.

Councilor Denton stated he had originally thought this was ARPA funding but it has been clarified that it is not.

**Motion passed 7-1, Councilor Bagley voted opposed.**

3. Report Back on Outdoor Dining

City Manager Conard stated she will bring this item back for a presentation at the December 14, 2022 meeting.

Councilor Tabor stated he looks forward to the discussion and would like a traffic count on the streets that force 1-way traffic.

City Manager Conard stated we also did a survey of the abutters.

**XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

Mayor McEachern thanked the Police, Fire and Recreation Departments for their work on and during the Holiday Parade.

**XIX. ADJOURNMENT [at 10:30 p.m. or earlier]**

**Assistant Mayor Kelley moved to adjourn at 11:00 p.m. Seconded by Councilor Blalock and voted.**

Respectfully submitted:

Valerie A. French  
Deputy City Clerk



## CITY COUNCIL MEETING

MUNICIPAL COMPLEX

DATE: WEDNESDAY, DECEMBER 14, 2022

PORTSMOUTH, NH

TIME: 7:00PM

**Assistant Mayor Kelley moved to close the Non-Public Sessions and seal the minutes. Seconded by Councilor Tabor. Motion passed on a unanimous voice vote.**

### **III. CALL TO ORDER**

Mayor McEachern called the meeting to order at 7:10 p.m.

### **IV. ROLL CALL**

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton (7:05 p.m.), Moreau, Bagley, Lombardi, Blalock, and Cook

### **V. INVOCATION**

Mayor McEachern asked for prayers for his brother Duncan who had a medical procedure today and had a heart attack and was put into an induced coma until Friday.

### **VI. PLEDGE OF ALLEGIANCE**

Mayor McEachern led in the Pledge of Allegiance to the Flag.



## ***Portsmouth Music and Arts Center Brewery Big Band Holiday Music Performance***



The band performed three Holiday music selections for the City Council. Russ Grazier from PMAC announced that they have received a grant from the Foundation for Seacoast Health making music lessons free for 75 and older adults.

Mayor McEachern thanked Russ for the performance by the band this evening.

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

At 7:15 p.m., Mayor McEachern declared a brief recess to allow the band to break down. At 7:20 p.m., Mayor McEachern called the meeting back to order.

## VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

*(There are no items under this section of the agenda this evening)*

## IX. PUBLIC COMMENT SESSION

Paige Trace wished the City Council a Merry Christmas and Happy New Year.

Esther Kennedy said retailers are happy that parking is back with the end of outdoor dining for the season. She asked the City Council to think about water in the Capital Improvement Plan needs regarding wastewater plants. She also spoke regarding the eminent domain case involving the property in Durham, NH and urged that the Council work with the property owners that are involved because there are ways around eminent domain.

Arthur Clough spoke regarding hiring people and background checks that are performed and their importance in interviewing and being considered for a position in the City.

Sue Polidura spoke regarding appointment of David Rheame to the Zoning Board of Adjustment. She reported that the Historic District Commission reads a statement regarding conflict of interest because the goal is to avoid any perception of improprieties. She said the City Council should not have made such an appointment to the Zoning Board of Adjustment. She asked the City Council to resolve this issue.

Francis Cormier said we need to remember to be nice to each other.

Nancy Novelline Clayburgh wished everyone Happy Holidays. She applauded Police and School Departments for their handling of the active shooter hoax that occurred at the High School. She said as the School Board Chair, she is proud of how the situation was handled.

Mayor McEachern said he agrees with the comments made by Chair Clayburgh.

## X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### Third and Final Reading of Ordinances:

- A. Third and final reading of Ordinance amending Chapter 12 and Chapter 15 – City's Building Code

**Councilor Tabor moved to pass third and final reading of the ordinance as presented.  
Seconded by Councilor Cook.**

**On a unanimous roll call vote 9-0, motion passed.**

- B. Third and final reading of Ordinance amending Chapter 5, Article I – Fire Department, Section 5.101 – Personnel and Article IX – Fire Code

**Assistant Mayor Kelley moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Bagley.**

**On a unanimous roll call vote 9-0, motion passed.**

## **XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

### **A. CITY MANAGER CONARD**

1. Greenleaf Recreation Center Concession Agreement with Operation Blessing, Inc.

City Manager Conard said we have worked with Operation Blessing since 2014 and this will be a 5 year agreement versus a two year.

**Assistant Mayor Kelly moved to accept the renewal extension of the Greenleaf Recreation Center Concession Agreement with Operation Blessing, Inc., as presented. Seconded by Councilor Blalock.**

Councilor Moreau asked if the land behind the recreation building could be made into a small play area for children. City Manager Conard said we could look into that but there are concerns regarding liability of the property.

**Motion passed.**

2. Request for Public Hearing for Supplemental Appropriation regarding McIntyre Project

City Manager Conard said this would schedule a public hearing for a supplemental appropriation. She reported that we have received a 90 day extension from the National Park Service on the McIntyre and the appropriation would be for \$150,000.00.

**Councilor Tabor moved to schedule a public hearing at the January 9, 2023 City Council meeting regarding the proposed supplemental appropriation. Seconded by Assistant Mayor Kelley.**

Councilor Bagley said the City Council is looking forward to hearing comments at the January 9, 2023 meeting.

**Motion passed.**

3. Temporary Construction License for 46 State Street

City Manager Conard said this is a temporary construction license at 46 State Street and reported that the current permit will expire on December 15<sup>th</sup>. She advised the Council that both the Legal and Planning Departments have reviewed this matter and recommend granting the request.

**Councilor Lombardi moved to authorize the City Manager to execute and accept the temporary construction license to encumber the sidewalk and three parking spaces that about 46 State Street as requested. Seconded by Councilor Moreau.**

Councilor Cook said the project locks one of the primary paths to the neighborhood in the downtown. She expressed concern with crossing the street. City Manager Conard said we will enforce clearing the sidewalks for clear crossing.

**Motion passed.**

4. Request for Work Session of the Disposition of Sherburne School

City Manager Conard said that this is a request for a Work Session on the disposition of Sherburne School on January 12, 2023 from 7:00 p.m. to 8:00 p.m.

**Assistant Mayor Kelley moved to schedule a work session regarding the disposition of the Sherburne School on Thursday, January 12, 2023 at 7:00 p.m. Seconded by Councilor Blalock.**

The City Council agreed to request that staff provide information on any and all places for potential housing projects by the Portsmouth Housing Authority. Also, to schedule a site visit of Sherburne School at a future time and date.

**Motion passed.**

## XII. CONSENT AGENDA

**Assistant Mayor Kelley moved to adopt the Consent Agenda. Seconded by Councilor Moreau and voted.**

- A. Request from John Robert David & Anastasia Livingstone, Snap Quack Pop, to install a Projecting Sign at 123 Market Street Unit A (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

### **Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***

- **Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and**
  - **Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works**
- B. Letter from John Mortimer, Millennium Running, requesting permission to hold the St. Patty's 5k & 10k on Saturday, March 11, 2023 (**Anticipated action – move to refer to the City Manager with Authority to Act**)
- C. Letter from John Mortimer, Millennium Running, requesting permission to hold the annual New Castle 10k on Sunday, April 30, 2023 (**Anticipated action – move to refer to the City Manager with Authority to Act**)

### XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Presentation Regarding Staff Recommendations for 2023 Outdoor Dining Season – Beverly Mesa-Zendt, Planning Director

Planning Director Mesa-Zendt provided a detailed review of the Outdoor Dining Season of 2022 with staff recommendations for 2023. She reported staff recommends that future outdoor dining be restricted to parking spaces, sidewalks, and loading zones – only when a parking space is available to offset the loss of the loading zone. She stated applications that result in a significant impact to the traffic pattern or that result in a change to the directional pattern of the street, should not be considered. She advised the Council staff recommends a fee of \$3,000.00 per parking space. She said this would include loading zones where on-street parking has been used to replace the loading zone that is repurposed for outdoor dining. Further, she stated staff recommends that sidewalk fees remain the same at \$10.00 per square foot. Planning Director Mesa-Zendt provided three options to the Council regarding barriers. She reported on staff recommendations surrounding abutters and stated staff said the continuance of this programmatic requirement and the extension of this requirement to include abutting residences as well. In terms of season dates staff recommends the following outdoor dining season dates for 2023:

- *February 24, 2023 – application Period Opens*
- *Starting the Week of May 1, 2023 – Outdoor Dining Begins*
- *Barrier Placement begins week of May 1, 2023*
- *November 12, 2023 – Outdoor dining ends*

Planning Director Mesa-Zendt outlined ADA compliances. She also reported that Executive Director Massar of Pro Portsmouth, Inc. provided the following recommendations – applicants approved for dining in parking spaces, on Pleasant Street between State and the Square may not begin outdoor dining until after Market Square Day.

The City Council discussed the recommendations outlined by Planning Director Mesa-Zendt. Mayor McEachern, City Council and City Manager Conard thanked Director Mesa-Zendt for her work and wished her the best in her next endeavors as she departs from the position.

City Manager Conard advised the City Council that action will take place at the January 9, 2023 City Council meeting regarding outdoor dining.

#### **XIV. MAYOR McEACHERN**

1. Appointments to be Considered:
  - Reappointment of Dana Levenson to the Trustee of the Trust Funds
  - Reappointment of Phyllis Eldridge to the Zoning Board of Adjustment
  - Appointment of Alan Cohen to the Task Force to Study Private/Public Historical Archives Committee
  - Appointment of Jeff Keefe to the Task Force to Study Private/Public Historical Archives Committee (Not on Agenda)

The City Council considered the appointments listed above that will be acted upon at the January 9, 2023 City Council.

2. Appointments to be Voted to the Arts and Nonprofits Committee Cultural Plan Subcommittee:
  - Alan Chace
  - Jeffrey Cooper
  - Ellen Fineberg
  - Gerardo Gonzalez
  - Tom Kaufhold
  - Amanda Kidd-Kestler
  - Robin Lurie-Meyerkopf
  - John Mayer
  - Karen Rosania
  - Emma Stratton
  - Karen Battles (Alternate)
  - Suzanne Danforth (Alternate)
  - Ed Simeone (Alternate)

Councilor Lombardi asked to take up the appointment of Ellen Fineberg separately.

**Councilor Tabor moved to appoint Alan Chace, Jeffrey Cooper, Gerardo Gonzalez, Tom Kaufhold, Amanda Kidd-Kestler, Robin Lurie-Meyerkopf, John Mayer, Karen Rosania, Emma Stratton, and Alternate members Karen Battles, Suzanne Danforth and Ed Simeone to the Arts and Nonprofits Committee Cultural Plan Subcommittee. Seconded by Assistant Mayor Kelley and voted.**

Appointment of Ellen Fineberg to the Arts and Nonprofits Committee Cultural Plan Subcommittee

**Assistant Mayor Kelley moved to appoint Ellen Fineberg to the Subcommittee. Seconded by Councilor Bagley and voted. Councilor Lombardi recused from voting on this item.**

3. Announcement of Appointment of Sean MacDonald and Anna Nuttall to the Skateboard Park Blue Ribbon Committee

Mayor McEachern announced the appointment of Sean MacDonald and Anna Nuttall to the Skateboard Park Blue Ribbon Committee.

4. Holiday Lights Contest

Mayor McEachern announced that the winners of the Holiday Lights Contest will be announced on Wednesday, December 21, 2022.

## **XV. CITY COUNCIL MEMBERS**

### **A. ASSISTANT MAYOR KELLEY & COUNCILOR BAGLEY**

1. Council Year in Review

**Councilor Bagley moved to schedule a City Council Retreat in January with a Work Session in February to discuss the Council Year in Review. Seconded by Assistant Mayor Kelley and voted.**

## **XVI. APPROVAL OF GRANTS/DONATIONS**

*(There are no items under this Section of the Agenda this evening)*

## **XVII. CITY MANAGER'S INFORMATIONAL ITEMS**

*(There is no items under this Section of the Agenda this evening)*

## **XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

1. Letter from PortsmouthNH 400<sup>th</sup> requesting permission to hold the Kickoff Event on January 6, 2023 (Not on Agenda)

Councilor Moreau spoke to the Kickoff Event for the PortsmouthNH 400<sup>th</sup> Celebration taking place on January 6, 2023 and asked for its approval.

**Assistant Mayor Kelley moved to send the request to the City Manager with Authority to Act. Seconded by Councilor Moreau and voted.**

Mayor McEachern recognized and thanked all departments and teachers in the classrooms for the handling of the Active Shooter Hoax Incident at the Portsmouth Schools.

**XIX. ADJOURNMENT**

**At 9:10 p.m., Assistant Mayor Kelley moved to adjourn. Seconded by Councilor Moreau and voted.**

A handwritten signature in black ink that reads "Kelli L. Barnaby". The signature is written in a cursive, flowing style.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK



Option 1

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**ELDERLY EXEMPTION**

**RESOLUTION # - 2023**

**BE IT RESOLVED:**

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$50,137 for a single taxpayer or \$68,598 for married taxpayers, inclusive of social security payments.

The elderly exemption shall remain unchanged except as amended hereby.

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

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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

**NOTE: This exemption becomes effective for the tax year April 1, 2023.**

Option 2

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**ELDERLY EXEMPTION**

**RESOLUTION # - 2023**

**BE IT RESOLVED:**

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$47,300 for a single taxpayer or \$64,717 for married taxpayers, inclusive of social security payments.

The elderly exemption shall remain unchanged except as amended hereby.

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

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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

**NOTE: This exemption becomes effective for the tax year April 1, 2023.**

<b>Estimated Elderly &amp; Disabled Exemption Impact</b>				
<b>Exemption Type</b>	<b>Exemption Amount</b>	<b>Number Currently Receiving Exemption</b>	<b>Value Loss</b>	<b>Revenue Loss</b>
65 through 74	\$ 235,000.00	28	\$ 6,249,100.00	\$ 94,986.32
75 through 79	\$ 285,000.00	38	\$ 8,683,600.00	\$ 131,990.72
80 and over	\$ 335,000.00	59	\$ 15,082,800.00	\$ 229,258.56
Disabled	\$ 235,000.00	7	\$ 740,200.00	\$ 11,251.04
<b>Totals</b>		132	\$ 30,755,700.00	\$ 452,108.79

Note: The current tax rate of \$15.20 would be decreased to a difference of approximately .07 cents on the current tax rate if the elderly and disabled exemptions were not granted.

Elderly Exemption Comparison Single Income							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

Elderly Exemption Comparison Married Income							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
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Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

Elderly Exemption Comparison Single Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
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North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
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Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Married Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

**Elderly Exemption Comparison Exemption Amount 65-74 Years Old**

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

**Elderly Exemption Comparison Exemption Amount 75-79 Years Old**

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
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Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

<b>Elderly Exemption Comparison Exemption Amount 80+ Years Old</b>							
	<b>Single Income:</b>	<b>Married Income:</b>	<b>Single Assets:</b>	<b>Married Assets:</b>	<b>Exemption 65- 74 years old</b>	<b>Exemption 75- 79 years old</b>	<b>Exemption 80+ years old</b>
<b>Portsmouth</b>	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
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Option 1

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**DISABLED EXEMPTION**

**RESOLUTION # - 2023**

**BE IT RESOLVED:**

Pursuant to RSA 72:37-b the City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$50,137 for a single taxpayer or \$68,598 for married taxpayers, inclusive of social security payments.

The disabled exemption shall remain unchanged except as amended hereby.

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

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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

**NOTE: This exemption becomes effective for the tax year April 1, 2023.**

Option 2

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**DISABLED EXEMPTION**

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**BE IT RESOLVED:**

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**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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

**NOTE: This exemption becomes effective for the tax year April 1, 2023.**



<b>Estimated Elderly &amp; Disabled Exemption Impact</b>				
<b>Exemption Type</b>	<b>Exemption Amount</b>	<b>Number Currently Receiving Exemption</b>	<b>Value Loss</b>	<b>Revenue Loss</b>
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<b>Totals</b>		132	\$ 30,755,700.00	\$ 452,108.79

Note: The current tax rate of \$15.20 would be decreased to a difference of approximately .07 cents on the current tax rate if the elderly and disabled exemptions were not granted.

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Elderly Exemption Comparison Married Income							
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Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
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Elderly Exemption Comparison Single Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
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Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

Elderly Exemption Comparison Married Assets							
	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

**Elderly Exemption Comparison Exemption Amount 65-74 Years Old**

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

**Elderly Exemption Comparison Exemption Amount 75-79 Years Old**

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Portsmouth	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
Dover	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
Nashua	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
Manchester	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
North Hampton	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
Stratham	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
Concord	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
Rochester	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
Somersworth	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000
Greenland	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000

<b>Elderly Exemption Comparison Exemption Amount 80+ Years Old</b>							
	<b>Single Income:</b>	<b>Married Income:</b>	<b>Single Assets:</b>	<b>Married Assets:</b>	<b>Exemption 65- 74 years old</b>	<b>Exemption 75- 79 years old</b>	<b>Exemption 80+ years old</b>
<b>Portsmouth</b>	\$46,124	\$63,108	\$500,000	\$500,000	\$235,000	\$285,000	\$335,000
<b>Dover</b>	\$47,000	\$64,000	\$186,100	\$186,100	\$166,000	\$234,000	\$300,000
<b>Nashua</b>	\$50,000	\$50,000	\$162,000	\$162,000	\$194,000	\$224,000	\$280,000
<b>Manchester</b>	\$41,000	\$55,000	\$100,000	\$130,000	\$156,000	\$210,000	\$280,000
<b>New Castle</b>	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
<b>Concord</b>	\$37,300	\$53,300	\$98,000	\$98,000	\$80,000	\$131,000	\$223,000
<b>Hampton</b>	\$38,000	\$58,000	\$250,000	\$250,000	\$140,000	\$168,000	\$221,000
<b>North Hampton</b>	\$40,800	\$59,000	\$190,000	\$190,000	\$125,000	\$165,000	\$200,000
<b>Stratham</b>	\$36,000	\$60,000	\$200,000	\$200,000	\$125,000	\$145,000	\$165,000
<b>Rochester</b>	\$38,500	\$55,000	\$120,000	\$120,000	\$90,000	\$120,000	\$150,000
<b>Rye</b>	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
<b>Greenland</b>	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
<b>Somersworth</b>	\$35,000	\$50,000	\$100,000	\$100,000	\$65,000	\$80,000	\$90,000

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 21, 2023 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH regarding a Resolution that Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the Optional Veterans' Tax Credit pursuant to RSA 72:28,II in the amount of \$750 on the taxes due on the residential real estate of any resident who is a veteran as defined in RSA 21:50 and, served not less than 90 days on active service in the armed forces of the United States in any qualifying war of armed conflict listed in this section, and, continues to serve or was honorably discharged or, an officer who continues to serve or was honorably separated from service or, the spouse of surviving spouse of such resident provided that training for active duty by a member of the national guard or reserve shall be included as service under this subparagraph, or who was terminated from the armed forces because of service-connected disability or, the surviving spouse of such resident, or the surviving spouse of any resident who suffered a service-connected death. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 21, 2023 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH regarding a Resolution that Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the Optional Veterans' Tax Credit pursuant to RSA 72:28,II in the amount of \$750 on the taxes due on the residential real estate of any resident who is a veteran as defined in RSA 21:50 and, served not less than 90 days on active service in the armed forces of the United

States in any qualifying war of armed conflict listed in this section, and, continues to serve or was honorably discharged or, an officer who continues to serve or was honorably separated from service or, the spouse of surviving spouse of such resident provided that training for active duty by a member of the national guard or reserve shall be included as service under this subparagraph, or who was terminated from the armed forces because of service-connected disability or, the surviving spouse of such resident, or the surviving spouse of any resident who suffered a service-connected death. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**ALL VETERANS' TAX CREDIT**

**RESOLUTION #**

**BE IT RESOLVED:**

**THAT** Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the All Veterans' Tax Credit pursuant to RSA 72:28,b, to be the same amount as the Optional Veterans' Tax Credit under RSA 72:28, on the taxes due on the residential real estate of any resident who is a veteran, as defined in RSA 21:50, and, served not less than 90 days on active service in the armed forces of the United States and continues to serve or was honorably discharged or an officer who continues to serve or was honorably separated from service; or the spouse or surviving spouse of such resident, provided that training for active duty or state active duty by a member of the national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect for the 2023 property tax year.

**APPROVED:**

**DEAGLAN McEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 21, 2023 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH regarding a Resolution that Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the All Veterans' Tax Credit pursuant to RSA 72:28,b, to be the same amount as the Optional Veterans' Tax Credit under RSA 72:28, on the taxes due on the residential real estate of any resident who is a veteran, as defined in RSA 21:50, and, served not less than 90 days on active service in the armed forces of the United States and continues to serve or was honorably discharged or an officer who continues to serve or was honorably separated from service; of the spouse of surviving spouse of such resident, provided that training for active duty or state active duty by a member of the national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, February 21, 2023 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH regarding a Resolution that Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the All Veterans' Tax Credit pursuant to RSA 72:28,b, to be the same amount as the Optional Veterans' Tax Credit under RSA 72:28, on the taxes due on the residential real estate of any resident who is a veteran, as defined in RSA 21:50, and, served not less than 90 days on active service in the armed forces of the United States and continues to serve or was honorably discharged or an officer who continues to serve or was honorably separated from service; of the spouse of surviving spouse of such resident, provided that training for active duty or state active

duty by a member of the national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

**THE CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-THREE  
PORTSMOUTH, NEW HAMPSHIRE**

**OPTIONAL VETERANS' TAX CREDIT**

**RESOLUTION #**

**BE IT RESOLVED:**

**THAT** Pursuant to 72:27-a, the City of Portsmouth hereby readopts the provisions of the Optional Veterans' Tax Credit pursuant to RSA 72:28,II in the amount of \$750 on the taxes due on the residential real estate of any resident who is a veteran as defined in RSA 21:50 and, served not less than 90 days on active service in the armed forces of the United States in any qualifying war or armed conflict listed in this section, and, continues to serve or was honorably discharged or, an officer who continues to serve or was honorably separated from service or, the spouse or surviving spouse of such resident provided that training for active duty by a member of the national guard or reserve shall be included as service under this subparagraph, or who was terminated from the armed forces because of service-connected disability or, the surviving spouse of such resident, or the surviving spouse of any resident who suffered a service-connected death.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect for the 2023 property tax year.

**APPROVED:**

**DEAGLAN McEACHERN, MAYOR**

**ADOPTED BY THE CITY COUNCIL:  
, 2023**

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





## CITY OF PORTSMOUTH

City Hall, One Junkins Avenue  
Portsmouth, New Hampshire 03801  
kconard@cityofportsmouth.com  
(603) 610-7201

Karen S. Conard  
City Manager

**Date:** February 16, 2023

**To:** Honorable Mayor McEachern and City Council Members

**From:** Karen S. Conard, City Manager *KSC*

**Re:** City Manager's Comments on City Council Agenda of February 21, 2023

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### ***X. Public Hearings and Votes on Ordinances and/or Resolutions:***

#### **A. Public Hearing Regarding Capital Improvement Plan (CIP) FY2024- 2029:**

In accordance with Section 7.7 of the City Charter, the City Council is conducting a public hearing at this evening's City Council meeting regarding the [proposed Capital Improvement Plan for FY 2024 – FY 2029](#). In addition to this evening's public hearing, the City Council held a work session on January 18, 2023. At the work session, a presentation of the proposed CIP was made by City staff. Copies of the plan were made and are still available to the public [via the City's website](#). As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the Capital Plan subsequent to the public hearing and before the City Manager submits the budget to the City Council.

*I recommend that at the City Council meeting on Monday, March 6, 2023, City Council adopt the Capital Improvement Plan as presented.*

#### **B. Public Hearing and Adoption of Resolution – Elderly Exemption:**

On February 6, 2023, the City Council voted to bring forward a public hearing and first reading regarding the Elderly Exemption income and asset levels. Annually, the City of Portsmouth reviews income and asset levels for the Elderly Exemption and makes recommendations as to these levels pursuant to RSA 72:39-b.

Last year, the City Council adopted resolution #2-2022 and resolution #5-2022 which increased the asset level for qualifying elderly taxpayers. The current elderly exemption income levels are \$46,124 for a single taxpayer, \$63,108 for married taxpayers; the current asset limit is \$500,000.

If qualified, for elderly taxpayers, the exemption off the assessed value of the property is as follows:

- Age 65 to 74           \$235,000
- Age 75-79            \$285,000
- Age 80 +             \$335,000

**Option 1:**

This year the 2023 increase for Social Security recipients is 8.7%.

If the City Council wishes to adjust the income level for elderly taxpayers by the Social Security cost-of-living increase, this would increase the limits as follows:

- Single                \$50,137 increase of \$4,013
- Married              \$68,598 increase of \$5,490

**Option 2:**

This year the November to November ten-year rolling average of the Boston-Cambridge-Newton, MA-NH consumer price index is 2.55%.

If the City Council wishes to adjust the income level for elderly taxpayers by the November to November consumer price index, this would increase the limits as follows:

- Single                \$47,300 increase of \$1,176
- Married              \$64,717 increase of \$1,609

**Option 3:**

Do Nothing

Statute does not require an annual adjustment in income, asset or exemption amounts. Existing levels can remain capped as they currently exist.

Any adjustment if approved would be for assessments as of April 1, 2023 for Tax Year 2023 (FY24). In order to comply with the DRA assessment review cycle per RSA 75:8-a, all taxpayers wishing to continue to receive the elderly exemption will be required to refile an application along with the necessary documentation on or before April 15, 2023. All new applicants will be required to file the same on or before April 15, 2023.

[Attached for your information is the estimated tax impact of the elderly and disabled exemptions for FY23 and a Town/City comparison](#) indicating what other City and neighboring communities' income and assets limits are for the elderly exemption.

*I recommend that the City Council move to adopt Option 1 or Option 2. If Option 1 or Option 2 are adopted, the exemption shall remain unchanged except as amended hereby.*

**C. Public Hearing and Adoption of Resolution – Disabled Exemption:**

On February 6, 2023, the City Council voted to bring forward a public hearing and first reading regarding the Disabled Exemption income and asset levels. Annually, the City of Portsmouth reviews income and asset levels for the Disabled Exemption and makes recommendations as to these levels pursuant to RSA 72.37-b.

Last year, the City Council adopted resolution #1-2022 and resolution #4-2022 which increased the asset level for qualifying disabled taxpayers. The current disabled exemption income levels are \$46,124 for a single taxpayer, \$63,108 for married taxpayers; the current asset limit is \$500,000.

If qualified, for disabled taxpayers, the exemption off the assessed value of the property is \$235,000.

**Option 1:**

This year the 2023 increase for Social Security recipients is 8.7%.

If the City Council wishes to adjust the income level for disabled taxpayers by the Social Security cost-of-living increase, this would increase the limits as follows:

- Single                      \$50,137 increase of \$4,013
- Married                     \$68,598 increase of \$5,490

**Option 2:**

This year the November to November ten-year rolling average of the Boston-Cambridge-Newton, MA-NH consumer price index is 2.55%.

If the City Council wishes to adjust the income level for disabled taxpayers by the November to November consumer price index, this would increase the limits as follows:

- Single                      \$47,300 increase of \$ 1,176
- Married                     \$64,717 increase of \$ 1,609

**Option 3:**

Do Nothing

Statute does not require an annual adjustment in income, asset or exemption amounts. Existing levels can remain capped as they currently exist.

Any adjustment if approved would be for assessments as of April 1, 2023 for Tax Year 2023 (FY24). In order to comply with the DRA assessment review cycle per RSA 75:8-a, all taxpayers wishing to continue to receive the elderly exemption will be required to refile an application along with the necessary documentation on or before April 15, 2023. All new applicants will be required to file the same on or before April 15, 2023.

Attached for your information is the estimated tax impact of the elderly and disabled exemptions for FY23 and a Town/City comparison indicating what other City and neighboring communities' income and assets limits are for the elderly exemption.

*I recommend that the City Council move to adopt Option 1 or Option 2. If Option 1 or Option 2 are adopted, the exemption shall remain unchanged except as amended hereby.*

**D. Public Hearing and Adoption of Resolution – All Veterans Tax Credit:**

On February 6, 2023, the City Council voted to bring forward a public hearing and first reading to re-adopt and increase the credit amount of the All Veterans Tax Credit to be the same as the Optional Veterans Tax Credit.

The re-adoption is required due to the New Hampshire Legislature passing, and Governor Sununu signing into law House Bill 1667 (Chapter 121, Laws of 2022), amending eligibility criteria for certain veterans property tax credits. Effective on July 26, 2022, the bill amended RSA 72:28, the “Standard and Optional Veterans Tax Credit,” and RSA 72:28-b, the “All Veterans Tax Credit,” to expand the eligibility requirements of the veterans tax credit to include individuals who have not yet been discharged from service in the Armed Forces.

Under RSA 72:27-a, IV amendments to tax credits and exemptions which require adoption will only apply “in a municipality which previously adopted the provision only after the municipality complies with the procedure” specified in RSA 72:27-a, II, unless otherwise expressly required by law. Nothing in HB 1667 created an exception to this re-adoption requirement.

- **The All Veterans Tax Credit**, at the existing amount or at a new amount, must be *readopted* pursuant to RSA 72:27-a to remain in place and include the expanded eligibility effective April 1, 2023 tax year.
- If the All Veterans Tax Credit is not readopted, the Standard Veterans Tax Credit will be in place for the April 1, 2023 tax year, which will include the expanded eligibility requirements.

Current impact on the City’s revenue due to the increase in the Optional and All Veterans credits amounts are as follows:

	Current Exemption Amount 2022	Increase of 8.7 % SS	New Exemption Amount 2023	
Single	\$ 46,124.00	\$ 4,012.79	\$ 50,136.79	
Married	\$ 63,108.00	\$ 5,490.40	\$ 68,598.40	
Credit	# Receiving Tax Credit	Current \$500 Credit Amount	Proposed \$750 Credit Amount	Additional Revenue Loss
Optional Veterans	660	\$ 500.00	\$ 750.00	\$ 165,000.00
All Veterans	69	\$ 500.00	\$ 750.00	\$ 17,250.00
Totals	729			\$ 182,250.00

Note: The current tax rate of \$15.20 would be decreased to a difference of .03 cents on the current tax rate if the tax credit was expanded.

Any adjustment if approved would be for the 2024 Fiscal Year, 2023 Tax Year. New applicants must submit an application and required documentation by April 15, 2023 in order to qualify.

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

**E. Public Hearing and Adoption of Resolution – Optional Veterans Tax Credit:**

On February 6, 2023, the City Council voted to bring forward a public hearing and first reading to increase and re-adopt the Optional Veterans Tax Credit from \$500.00 to \$750.00.

The re-adoption is required due to the New Hampshire Legislature passing, and Governor Sununu signing into law House Bill 1667 (Chapter 121, Laws of 2022), amending eligibility criteria for certain veterans’ property tax credits. Effective on July 26, 2022, the bill amended RSA 72:28, the “Standard and Optional Veterans Tax Credit,” and RSA 72:28-b, the “All Veterans Tax Credit,” to expand the eligibility requirements of the veterans’ tax credit to include individuals who have not yet been discharged from service in the Armed Forces.

Under RSA 72:27-a, IV amendments to tax credits and exemptions which require adoption will only apply “in a municipality which previously adopted the provision only after the municipality complies with the procedure” specified in RSA 72:27-a, II, unless otherwise expressly required by law. Nothing in HB 1667 created an exception to this re-adoption requirement.

- **The Optional Veterans Tax Credit**, at the existing amount or at a new amount, must be *readopted* pursuant to RSA 72:27-a to remain in place and include the expanded eligibility effective for the April 1, 2023 tax year.

- If the Optional Veterans Tax Credit is not readopted, the Standard Veterans Tax Credit will be in place for the April 1, 2023 tax year, which will include the expanded eligibility requirements.
- The existing All Veterans Tax Credit will remain in place for the April 1, 2022 tax year.

Current impact on the City’s revenue due to the increase in the Optional and All Veterans credits amounts are as follows:

	Current Exemption Amount 2022	Increase of 8.7 % SS	New Exemption Amount 2023	
Single	\$ 46,124.00	\$ 4,012.79	\$ 50,136.79	
Married	\$ 63,108.00	\$ 5,490.40	\$ 68,598.40	
Credit	# Receiving Tax Credit	Current \$500 Credit Amount	Proposed \$750 Credit Amount	Additional Revenue Loss
Optional Veterans	660	\$ 500.00	\$ 750.00	\$ 165,000.00
All Veterans	69	\$ 500.00	\$ 750.00	\$ 17,250.00
Totals	729			\$ 182,250.00

*Note: The current tax rate of \$15.20 would be decreased to a difference of .03 cents on the current tax rate if the tax credit was expanded.*

Any adjustment if approved would be for the 2024 Fiscal Year, 2023 Tax Year. New applicants must submit an application and required documentation by April 15, 2023 in order to qualify.

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

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

### **1. Approval of Proposed Memorandum of Agreement for Portsmouth School District Paraeducators and Portsmouth Police Civilian Employees Association – Newly Revised:**

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a newly revised Memorandum of Agreement with the Portsmouth School District Paraeducators and Portsmouth Police Civilian Employees Association.

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

### **2. Approval of Collective Bargaining Agreement with Portsmouth Non-Supervisory Cafeteria Personnel:**

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed Collective Bargaining Agreement with the Portsmouth Non-Supervisory Cafeteria Personnel.

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

3. **Approval of Portsmouth Supervisory Management Alliance Memorandum of Understanding Regarding Assistant Chief Plant Operator:**

Attached please find a memorandum from the City’s Labor Negotiator, Tom Closson, along with a proposed Memorandum of Understanding (MOU) regarding the Assistant Chief Plant Operator position.

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

4. **Temporary Construction License for 89/99 Foundry Place:**

On November 20, 2017, and as amended in October 20, 2020, the Planning Board granted site plan approval for the development of a mixed use building for property at 89/99 Foundry Place, (former address 181 Hill Street) located in Character District 5, at Tax Map 138, Lot 62 (“Property” “Lot 6”). The Property was conveyed to Foundry Place, LLC on December 13, 2017 (Book 5878, Page 2856). Foundry Place, LLC (current owner) intends to convey the property to Residences at Foundry Place, LLC (future owner) so both entities will execute and be bound by the terms of this temporary construction license.

The Construction Mitigation and Management Plan (CMMP), signed in October 2022, identified temporary encumbrances for project-related work during the project’s construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. Licenses are subject to the “License Fee for Encumbrance of City Property” policy. However, on Monday, October 17, 2022, the City Council voted to authorize the City Manager to execute a settlement agreement for a breach of contract lawsuit brought by Deer Street Associates against the City in March 30, 2021 (known as the parking agreement law suit).

That settlement included, among other things, the waiver of any and all license fees payable to the City for use/encumbrance of City property applicable to construction to the projects approved for Lot 6.

The License is a request to use 60 square feet of pavement and 1,112 square feet of unimproved land that abuts the Subject Property along Foundry Place for 550 days, from March 20, 2023 through September 19, 2024. The request for a License is to enable the Owner to construct the project and provide a safety perimeter for the public along Foundry Place. Signage will be required to redirect pedestrians. The Owner will be required to apply for separate flagging permits when deliveries encumber Foundry Place.

The Legal and Planning Departments have reviewed and approved the form of the attached License.

If the Council agrees to grant the temporary construction license for use of 60 square feet of pavement and 1,112 square feet of unimproved land along Foundry Place that abuts the Property, an appropriate motion would be:

*Move that the City Manager be authorized to execute and accept the temporary construction license for the term of March 20, 2023 through September 19, 2024 as requested.*

## ***XII. Consent Agenda:***

### **A. Projecting Sign Request – 82 Congress Street:**

Permission is being sought to install a projecting sign at [82 Congress Street](#) that extends over the public right of way, as follows:

Sign dimensions: 34.5” x 48.5”

Sign area: 11.6 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. *Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:*

- 1) The license shall be approved by the Legal Department as to content and form;*
- 2) Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and*
- 3) Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.*

### **B. Projecting Sign Request – 86 Congress Street:**

Permission is being sought to install a projecting sign at [86 Congress Street](#) that extends over the public right of way, as follows:

Sign dimensions: 47” x 36”

Sign area: 11.75 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. *Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:*

- 1) The license shall be approved by the Legal Department as to content and form;*
- 2) Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and*
- 3) Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.*



**C. Projecting Sign Request – 60 State Street:**

Permission is being sought to install a projecting sign at [60 State Street](#) that extends over the public right of way, as follows:

Sign dimensions: 18” x 18”

Sign area: 2.25 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. *Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:*

- 1) *The license shall be approved by the Legal Department as to content and form;*
- 2) *Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and*
- 3) *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.*

***XVI. Approval of Grants/Donations:***

**A. Approval of Donation for the Skateboard Park Lighting Fund - \$1,717:**

[Attached please find a donation form from the Recreation Department](#) requesting acceptance of \$1,717 for the Skateboard Park Lighting Fund.

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

**B. Approval of Grant for the Fire Department - \$39,955:**

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

This grant is a matching grant in the amount of \$39,955 from the Department of Safety, and the City has previously spent this amount in FY22 as part of our match for the technology upgrades installing new computer and video equipment in an effort to make the EOC more modern and have the latest technology.

*I recommend that the City Council move to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$79,910 for Emergency Operations Center Equipment. Furthermore, the City Council acknowledges that the total cost of this project will be \$79,910, in which the City will be responsible for a 50% match (\$39,955). Further, City Manager Conard, Mayor McEachern and Fire Chief McQuillen are authorized to sign all documents related to the grant.*

## *XVII. City Manager’s Informational Items:*

### 1. **McIntyre Update:**

City Attorney Susan Morrell and I will provide an update on the McIntyre Redevelopment Project at this evening’s meeting.

### 2. **Report Back on Expanded Study Area to Include Outdoor Dining for Market Square Master Plan Improvement Project:**

In response to a request from the City Council at its January 23, 2023 meeting to consider expanding the study area and scope of work from what was originally contemplated in the Market Square Master Plan Improvement Project (MSMPIP), the following is provided for your information.

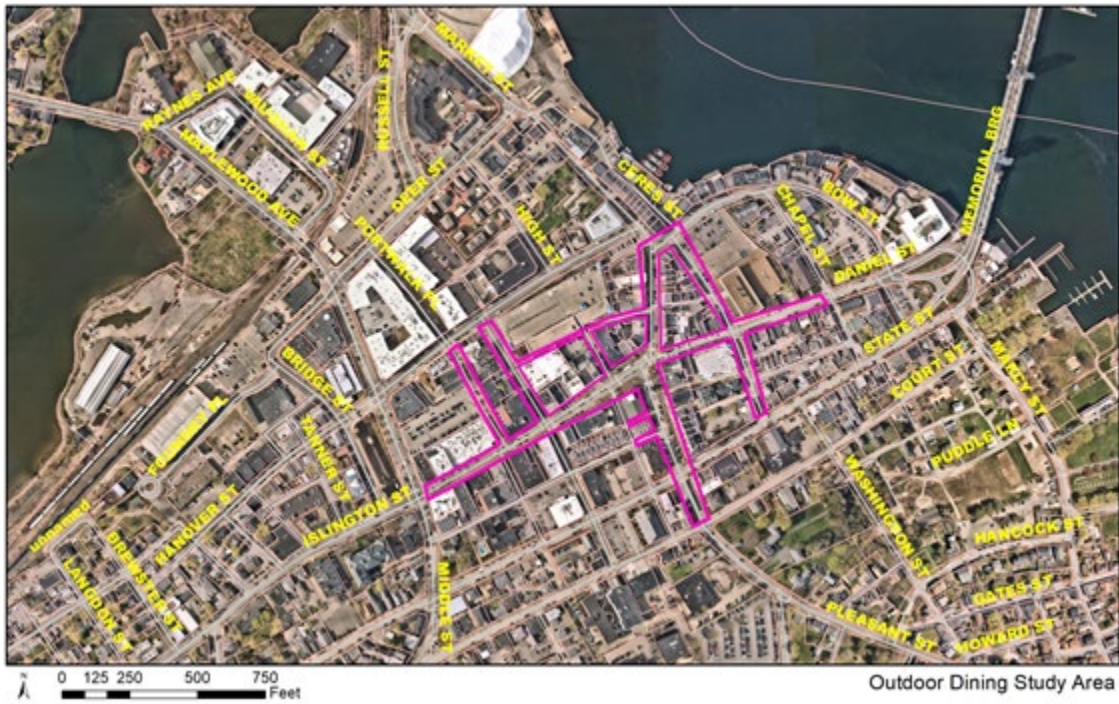
In 2020, with a CIP allocation of \$100,000, the City went through an RFQ process and had selected a contractor to conduct the MSMPIP. That proposal included in its scope three program areas as follows:

- Background Information - existing conditions, site analysis, traffic analysis, information gathering and goal setting with stakeholders;
- Community Engagement - graphics production, a series of public meetings, an alternative analysis of different designs, a draft and final vision plan including an opinion of costs for various designs; and
- Master Plan – annotated Master Plan scenarios including site details, final site plans, cost opinion updates, 3-D renderings, a presentation to the City Council and the public, and a final report.

Importantly, the selected contractor estimated the total project costs to be in excess of \$200,000. Due to COVID-19 conditions and concerns with the budget allocation, the City scaled back the scope (namely the level of detail for each of the Master Plan scenarios) and deferred the project until such time as additional funding could be added to the project budget. Thus, the current CIP request is to add \$50,000 to the project in FY2025.

In January, City Council asked that the scope be expanded to include a review of outdoor dining within an expanded study area beyond Market Square. After review by staff, we recommend that an additional task and expanded study area be added to the MSMPIP. This item would be a separate task and deliverable within the project that would include the expanded areas shown on the map below. Importantly, the added scope would be limited to consider outdoor dining on public streets and sidewalks as requested by the City Council.

As presented in the CIP, staff contemplates the MSMPIP would cost \$150,000 and the additional scope for outdoor dining would require an additional \$50,000 bringing the entire project cost to \$200,000. In order to accomplish both the MSMPIP and the additional study for outdoor dining, an additional \$100,000 would be required and this could be accomplished by adding \$100,000 to the CIP and the budget line-item for this project.



### 3. Market Street and Commercial Alley Utility Code Compliance Project:

There are several identified issues with the utility infrastructure in Market Street and Commercial Alley that need to be addressed. These are listed below:

- Until's natural gas main on Market Street from Bow Street to Market Square has lost the integrity of its cathodic protection jacket. The main is a steel line and because the coating has been impacted, the line is starting to corrode. Until needs to replace the main in its entirety and reconnect all the different gas services to the new main.
- During the 1970's Market Square revitalization, all the electrical and communication infrastructure was pushed to the "back alley's".. (Penhallow, Fleet, Porter etc.) Because of this, multiple properties in Commercial Alley have electric and communication service lines that fly over roof tops of other buildings. Providing service wires in this manner is no longer acceptable under today's electrical codes. In addition, the electrical demands of today's buildings far exceed the capacity of many of these existing wires. To remedy this situation, Eversource is partnering with Consolidated Communications and Comcast to rewire Commercial Alley via new underground ducts. This will lead to the eventual removal of all overhead wires in the alley.
- Sanitary Sewer Issues on Market Street. The sanitary sewer main on Market Street is currently about 130 years old. Last December, Public Works crews repaired a large sink hole that formed in the middle of Market Street. The cause of the sink hole was soil infiltration into the sewer via old sewer services that are no longer in service. To remedy this and extend the sewer line's useful life, City Staff plan to install a PVC liner into the sewer main. This liner will coat the interior surface of the pipe to minimize the potential for future sink holes while at the same time reinforcing the sewer main.

In order to complete these very necessary repairs, a collaborative project involving Eversource, Until, Comcast, Consolidated Communications and the City via the Public Works Department Staff is planned. We propose to start work on all these repairs in mid-April and work together to minimize the disruption to Market Street and Commercial Alley's businesses and residents.

The project timeline is as follows:

- Start work in early April (10th or 17th, to be determined based on weather). Market Street will need to be closed to through traffic for approximately three weeks during this time so that the following can occur:
  - Until work in Market Street will replace the gas main and upgrade the services.
  - Eversource, Comcast and Consolidated will begin installing the new conduit ducts under Commercial Alley.
  - The Public Works Department will also work on realigning a small section of water main in order to install a new sewer manhole and install the liner inside the sanitary sewer line.

It is our intent that the sidewalks remain open to walking business traffic and deliveries. It is also our intent that work on Fridays would be minimized and that no work would occur after 1PM on Friday or on the weekend days. Efforts will be made to open the road each night as well as weekends.

- After the underground work is complete, the restoration work will begin. The Sidewalk and Commercial Alley areas that were disturbed will be repaired in May. Outside dining can also begin as once road impacts are completed.
- Full use of the area will resume by Memorial Day until mid-October when outside dining will need to be disassembled and the DPW will repave and repaint the roadway.

Each utility will pay for its own work and restoration expenses (repaving and brick repairs) will be apportioned among the appropriate parties based on the impacts created.

City staff plan to have a public meeting with all affected parties on Friday, February 24<sup>th</sup> so that businesses and residents may plan for the disruption. In addition, regular public meetings will be held as necessary. Public Works will develop signage as necessary to guide the public and let them know that the businesses are open.

In addition to on-site DPW staff, the Assistant City Manager for Economic and Community Development, Sean Clancy, will serve as the primary point of contact for all businesses.

4. **Pease Wastewater Treatment Facility – Update of CIP Element Sheet:**

[Attached please find a memorandum](#) and [supporting documentation](#) from Deputy City Manager/Deputy City Attorney Woodland regarding an update to the Pease Wastewater Treatment Facility's CIP Element Sheet.

5. **Skateboard Park Update:**

I will provide a verbal update on the Skateboard Park at this evening's meeting.

THOMAS M. CLOSSON  
ATTORNEY AT LAW, PLLC

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To: City Manager Conard, Superintendent McLaughlin, Mayor McEachern,  
Chairperson Clayburgh, Members of the City Council, and Members of the  
School Board  
From: Tom Closson  
Re: MOAs With Members Of The Paraeducator Bargaining Unit And Members Of  
The Police Civilians Bargaining Unit  
Date: February 7, 2023

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As you will recall, I recently presented you with MOAs which extended four percent (4%) base wage increases to the members of both the Paraeducators bargaining unit and the Police Civilians bargaining unit. These MOAs were intended to help address significant staffing challenges in both of these bargaining units. Further, the four percent (4%) wage increases were consistent with what the City and the School District provided to other employees (but not these employees) last year.

Although I presented the MOAs to you as being retroactive to January 1, 2023, and although you voted to approve the MOAs on that basis, the actual language in the MOAs is unclear and confusing (instead of January 1, 2023, it refers to "the first full pay period after mutual ratification"). I apologize for this error, and in the interest of transparency and clarity, I am recommending that you approve the attached Revised MOAs to correct the mistake.

**PORTSMOUTH BOARD OF EDUCATION  
And  
PORTSMOUTH SCHOOL DISTRICT PARAEDUCATORS**

**REVISED MEMORANDUM OF AGREEMENT**

1. The Portsmouth Board of Education (“the Board”) and the Portsmouth School District Paraeducators (“the Union”) are parties to a collective bargaining agreement (“the CBA”).
2. The Board and the Union are currently negotiating a successor CBA.
3. To aid immediately in recruitment and retention, the Board and the Union have agreed that effective upon the final approval of this Revised Memorandum of Agreement, base wages for all members of the bargaining unit will be increased by **four percent (4%)**, effective January 1, 2023.
4. This MOA replaces and supersedes the parties’ prior MOA on this topic.
5. This Memorandum of Agreement is to address a specific situation only and it is not intended to create any precedent or binding past practice between the Board and the Union.

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

\_\_\_\_\_  
Nancy Clayburgh, President  
Portsmouth Board of Education

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

\_\_\_\_\_  
Portsmouth School District Paraeducators

Approved by the Portsmouth City Council: \_\_\_\_\_

**CITY OF PORTSMOUTH, NEW HAMPSHIRE  
And  
PORTSMOUTH POLICE CIVILIAN EMPLOYEES ASSOCIATION**

**REVISED MEMORANDUM OF AGREEMENT**

1. The City of Portsmouth, New Hampshire ("the Board") and the Portsmouth Police Civilian Employees Association ("the Union") are parties to a collective bargaining agreement ("the CBA").
2. The Board and the Union are currently negotiating a successor CBA.
3. To aid immediately in recruitment and retention, the Board and the Union have agreed that effective upon the final approval of this Revised Memorandum of Agreement, base wages for all members of the bargaining unit will be increased by **four percent (4%)**, effective January 1, 2023.
4. This MOA replaces and supersedes the parties' prior MOA on this topic.
5. This Memorandum of Agreement is to address a specific situation only and it is not intended to create any precedent or binding past practice between the Board and the Union.

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

\_\_\_\_\_  
Stefany Shaheen, Chairperson  
Portsmouth Police Commission

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

\_\_\_\_\_  
Karen Conard, City Manager  
City of Portsmouth, New Hampshire

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

\_\_\_\_\_  
Portsmouth Police Civilian Employees Association

Approved by the Portsmouth City Council: \_\_\_\_\_



THOMAS M. CLOSSON  
ATTORNEY AT LAW, PLLC

To: City Manager Conard, Mayor McEachern, and Members of the City Council  
From: Tom Closson  
Re: Tentative Agreement with the Portsmouth School Cafeteria Employees  
Date: February 14, 2023

---

Attached for your consideration is a proposed 3-year collective bargaining agreement with the Portsmouth School Cafeteria Employees. I am pleased to recommend it to you.

**CITY OF PORTSMOUTH, NEW HAMPSHIRE, SCHOOL BOARD  
AND THE  
PORTSMOUTH NON-SUPERVISORY CAFETERIA PERSONNEL**

**TENTATIVE AGREEMENT**

<b><u>CBA ARTICLE</u></b>	<b><u>CHANGE</u></b>
Cover (and elsewhere as needed)	Change to reflect a CBA duration of <u>July 1, 2022 to June 30, 2025.</u>
“Witnesseth” paragraph	Delete specific list of titles.
Article 6 (Overtime Rate)	Fix typo – <u>“Alt”</u> should be <u>“All”</u> .
Article 9 (Promotions and Transfers)	At end of third paragraph add <u>“...or the position will be reposted.”</u>
Article 12 (Disciplinary Procedure)	Second list, item D, change <u>“his”</u> to <u>“the employee’s”</u> .
Article 14 (Written Reprimand)	Fix typo – <u>“wilt”</u> should be <u>“will”</u> .
Article 16 (Personal Days)	Increase from <u>“two (2)”</u> to <u>“three (3)”</u> .
Article 17 (Sick Leave)	Change <u>“average daily hours worked”</u> to <u>“daily hours taken from the employee’s letter of intent.”</u>
Article 25 (Holidays)	Remove <u>“Columbus Day”</u> (leaving “Indigenous Peoples Day”); change to “Two (2) teacher workshop days”; and remove <u>(effective 2011-2012 school year)</u> .
Article 29 (Health Insurance)	Modify to provide as follows: <u>Effective July 1, 2023, the premium split for eligible employees will be 92% Employer/8% Employee; effective July 1, 2024, the premium split for eligible employees will be 93% Employer/7% Employee; and effective July 1, 2025, the premium split will be 94% Employer/6% Employee.</u>
Article 30 (Life Insurance)	Change to provide as follows: <u>The School Board will purchase term life insurance for all employees, equal to twice their annual income. It is understood that employees age seven(7) (70) and over will have this benefit reduced according to the applicable insuring agreement.</u>

Article 60 (Salary Schedule)

Replace entire section with reference the attached Salary Schedules.

Article 61 (Longevity Schedule)

Replace entire section with reference the attached Longevity Schedules.

Articles 62, 63, 64 and 65 (Food Service Positions)

Delete job descriptions.

Dated: December 30, 2022

*Thomas M. Blosson*

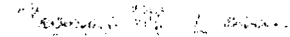
Negotiating Team  
City of Portsmouth, New Hampshire, School Board

Dated:


Negotiating Team  
Portsmouth Non-Supervisory Cafeteria Personnel

Article 60 (Salary Schedule)	Replace entire section with reference the attached Salary Schedules.
Article 61 (Longevity Schedule)	Replace entire section with reference the attached Longevity Schedules.
Articles 62, 63, 64 and 65 (Food Service Positions)	Delete job descriptions.

Dated: December 30, 2022

  
Negotiating Team  
City of Portsmouth, New Hampshire, School Board

Dated: 01/20/2023

  
Negotiating Team  
Portsmouth Non-Supervisory Cafeteria Personnel

Adjust COLA \$ 50.00 \$ 50.00 \$ 50.00  
 6.132% 3.000% 2.000%

After # Years	2021-22 Amount	2022-23 Amount	2023-24 Amount	2024-25 Amount
5	601	691	763	829
10	635	727	800	867
15	668	762	836	904
20	700	796	871	939
25	734	832	908	977
30	768	868	946	1016
		15.0%	10.4%	8.7%
		14.5%	10.0%	8.4%
		14.1%	9.7%	8.1%
		13.7%	9.4%	7.8%
		13.4%	9.1%	7.6%
		13.0%	9.0%	7.4%

**Food Service Workers Rate Scale**

**2022-23**

	----- Non-Certified Worker -----					----- Certified Worker -----				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Cafeteria II	16.00	16.75	17.50	18.25	19.00	16.50	17.25	18.00	18.75	19.50
Cafeteria I	15.00	15.75	16.50	17.25	18.00	15.50	16.25	17.00	17.75	18.50

**2023-24**

	----- Non-Certified Worker -----					----- Certified Worker -----				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Cafeteria II	16.66	17.41	18.16	18.91	19.66	17.16	17.91	18.66	19.41	20.16
Cafeteria I	15.66	16.41	17.16	17.91	18.66	16.16	16.91	17.66	18.41	19.16

**2024-25**

	----- Non-Certified Worker -----					----- Certified Worker -----				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Cafeteria II	17.18	17.93	18.68	19.43	20.18	17.68	18.43	19.18	19.93	20.68
Cafeteria I	16.18	16.93	17.68	18.43	19.18	16.68	17.43	18.18	18.93	19.68



**Portsmouth School Department – SAU 52**

City Hall, 1 Junkins Ave, Suite 402

Portsmouth, NH 03801

[www.cityofportsmouth.com/school](http://www.cityofportsmouth.com/school)

*Nathan Lunney, Business Administrator*

**BUSINESS OFFICE MEMO**

DATE: February 6, 2023  
 TO: City Manager Conard  
 Portsmouth City Council  
 RE: Estimated Costs of Tentative Agreement with Cafeteria Personnel

Following are a bulleted list of informational items and cost estimates related to the Tentative Agreement reached with the Non-Supervisory Cafeteria Personnel.

- 1) Staffing – budget vs. current
  - a. 15 positions were included in the FY23 budget for Food Service
  - b. Currently there are 8 regular employees and 4 fairly consistent substitutes
  - c. Only 2 current employees qualify for Longevity
  - d. Only 6 positions in the staffing plan are eligible for health insurance
  
- 2) Wages – current vs negotiated
  - a. The current entry point on the wage scale is \$12.44
  - b. The current wage scale is 3-tier and the average starting wage is \$12.98
  - c. The negotiated wage scale is 2-tier and the starting wage is \$15.00
  - d. That new starting wage is roughly 15.5% higher than the current average
  - e. The calculation of wage costs depends greatly on how vacant positions are estimated
  - f. Using a fair projection of full-employment with reasonable hiring, costs are:
    - i. New wages = \$29,828
    - ii. New longevity = \$186
    - iii. New FICA = \$ 2,296
  - g. FY23 Budget for Cafeteria Workers wages = \$237,162
  - h. Negotiated TA represents roughly 12.7% increase in wages
  
- 3) Benefits
  - a. The shift of 1% in health insurance premium cost sharing (Year 2) = \$2,052
  - b. The new annual cost of Life Insurance for the group is estimated at = \$528
  
- 4) Total Costs for FY23
  - i. **Total Estimated Costs for TA = \$32,838**

THOMAS M. CLOSSON  
ATTORNEY AT LAW, PLLC

To: City Manager Conard, Mayor McEachern, and Members of the City Council  
From: Tom Closson  
Re: Proposed Memorandum of Understanding  
Date: February 14, 2023

---

Attached for your consideration is a proposed Memorandum of Understanding (“MOU”) that would increase the position of Assistant Chief Operator from Grade 13 to Grade 15 on the salary schedule included in the current collective bargaining agreement with the Portsmouth Supervisors and Management Alliance. Director of Public Works Peter Rice has requested this MOU to help the City attract and retain a qualified candidate for this important position.



# CITY OF PORTSMOUTH, NEW HAMPSHIRE

and

## PORTSMOUTH SUPERVISORY AND MANAGEMENT ALLIANCE

### MEMORANDUM OF UNDERSTANDING

1. The City of Portsmouth, New Hampshire (“the City”) and the Portsmouth Supervisory and Management Alliance (“the Union”) are parties to a collective bargaining agreement that covers the period July 1, 2022 to June 30, 2025 (“the CBA”).
2. The City and the Union have agreed that effective upon the approval of this MOU by the Portsmouth City Council, the position of Assistant Chief Operator should be moved from Grade 13 to Grade 15 on the salary schedule included in the CBA.
3. This MOU is intended to address a specific, unique situation and nothing in this MOU is intended to create any precedent or binding past practice between the parties.

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

\_\_\_\_\_  
Karen Conard, City Manager  
City of Portsmouth, New Hampshire

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

\_\_\_\_\_  
David Lovely, President  
Portsmouth Supervisory and Management Alliance

Approved by the Portsmouth City Council \_\_\_\_\_

**GL ROGERS AND COMPANY***Sound Investments Build Thriving Communities**Manager of Foundry Place, LLC*

February 6, 2023

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

RE: Foundry Place – Lot 6  
License to use unimproved City land

Dear Deaglan,

We are writing to submit for approval by the City Council for an 18-month license to utilize a small strip of mostly unimproved City of Portsmouth land along Foundry Place (street), which includes a small paved area, during construction of the Lot 6 project at 89/99 Foundry Place. Construction is anticipated to commence in March 2023.

The total SF of area for this request is approximately 1,172 SF which includes approximately 60 SF of improved paved surface. This area is shown in the attached Exhibit A. We believe this is a reasonable request as this strip of land is located between the Lot 6 property line and the Foundry Place curb. We also believe that it is in the public's best interest to create a safety zone isolated from the street and sidewalk, while constructing the new building on Lot 6.

We greatly appreciate the City Council's consideration of this matter. Should you have any questions in the meantime, please do not hesitate to contact me.

Respectfully,

Kim S. Rogers  
President  
GL Rogers and Company, Inc.  
Manager of Foundry Place, LLC

---

**1**

157 Deer Street, Portsmouth, NH 03801

T 603-380-9530 F 603-380-7507 M 603-812-3444 E [kr Rogers@glrogers.com](mailto:kr Rogers@glrogers.com) W [www.glrogers.com](http://www.glrogers.com)

# EXHIBIT A

CM Action Item #4

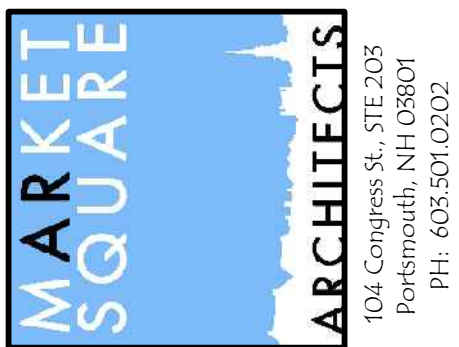
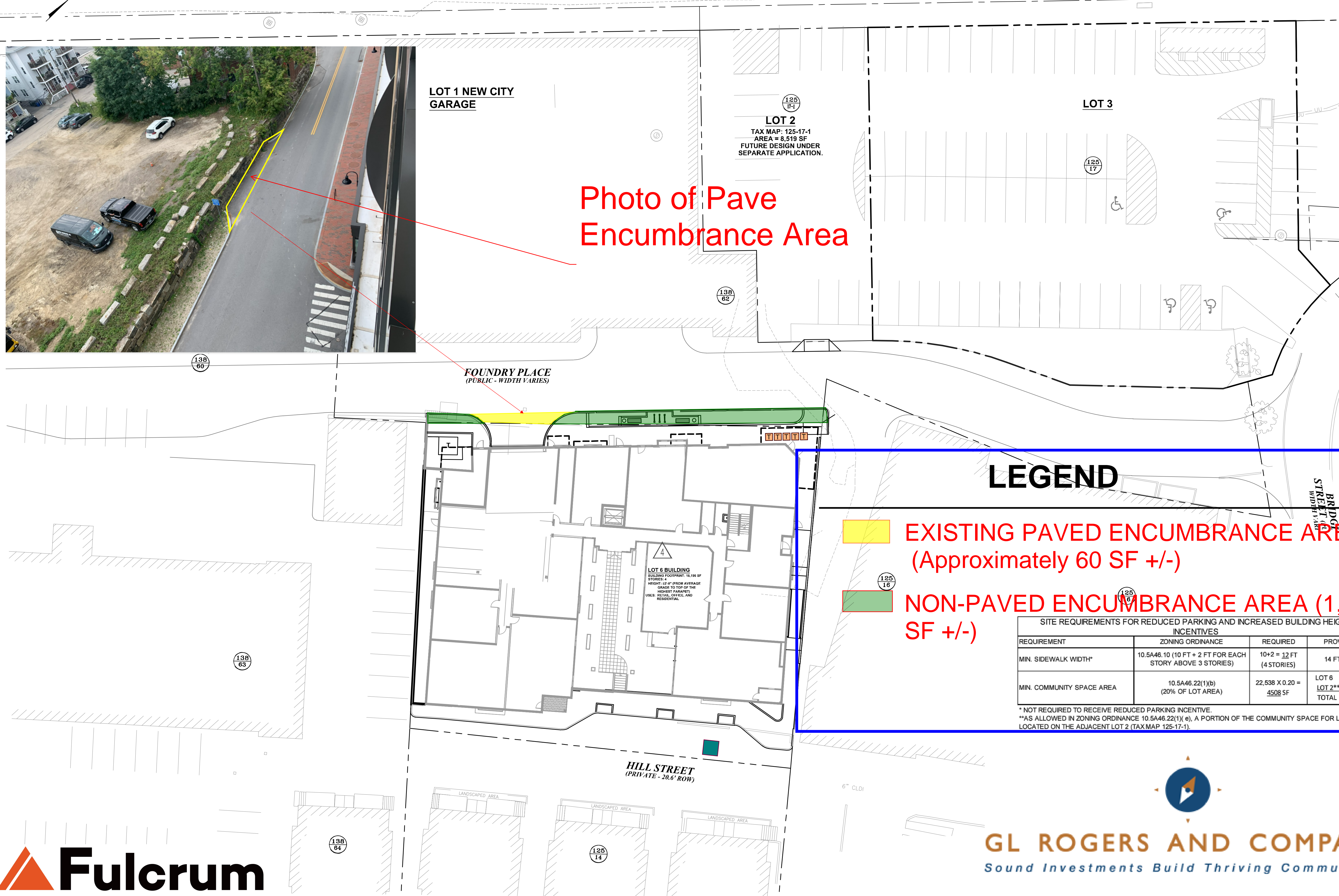


Photo of Pave Encumbrance Area



## LEGEND

- EXISTING PAVED ENCUMBRANCE AREA (Approximately 60 SF +/-)
- NON-PAVED ENCUMBRANCE AREA (1,112 SF +/-)

SITE REQUIREMENTS FOR REDUCED PARKING AND INCREASED BUILDING HEIGHT INCENTIVES			
REQUIREMENT	ZONING ORDINANCE	REQUIRED	PROVIDED
MIN. SIDEWALK WIDTH*	10.5A46.10 (10 FT + 2 FT FOR EACH STORY ABOVE 3 STORIES)	10+2 = 12 FT (4 STORIES)	14 FT MIN.
MIN. COMMUNITY SPACE AREA	10.5A46.22(1)(b) (20% OF LOT AREA)	22,538 X 0.20 = 4508 SF	LOT 6 1134 SF LOT 2** 3374 SF TOTAL 4508 SF

\* NOT REQUIRED TO RECEIVE REDUCED PARKING INCENTIVE.  
 \*\*AS ALLOWED IN ZONING ORDINANCE 10.5A46.22(1)(e), A PORTION OF THE COMMUNITY SPACE FOR LOT 6 IS LOCATED ON THE ADJACENT LOT 2 (TAX MAP 125-17-1).

THE RESIDENCES AT  
**FOUNDRY PLACE**  
 DEER STREET ASSOCIATES SUBDIVISION LOT 6  
 88 and 89 Foundry Place, Portsmouth, NH 03801  
 (FORMER ADDRESS: 181 Hill St.)

- Revisions:
- 1 TAC PUBLIC HEARING 6/15/17
  - 2 TAC PUBLIC HEARING 8/21/17
  - 3 TAC PUBLIC HEARING 8/28/19
  - 4 PLANNING ADMINISTRATIVE APPROVAL 8/20/20
  - 5 FOUNDATION SET 10/01/20

Scale: \_\_\_\_\_  
 Drawn By: CG  
 Checked By: DER  
 Project No.: 2020048  
 Date: 08/20/20



SL-01

**LICENSE AGREEMENT**  
**FOUNDRY PLACE, LLC AND RESIDENCES OF FOUNDRY PLACE, LLC**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Foundry Place, LLC and Residences of Foundry Place, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 157 Deer Street, Portsmouth, NH, pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the property located in the City of Portsmouth, Rockingham County, State of New Hampshire, at 89 Foundry Place, shown on the City of Portsmouth's Assessor's Map as Tax Map 0138-0062-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5878 Page 2856.

**License Area 1:** The City authorizes Licensee to temporarily use 60 square feet of pavement that abuts the Subject Property along Foundry Place more particularly described in the attached Exhibit A.

**License Area 2:** The City authorizes Licensee to temporarily use 1,112 of unimproved land that abuts the Subject Property along Foundry Place more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four story mixed use building.
3. **Term:**

**License Area 1 and 2:** The license for License Area 1 and License Area 2 shall be for 18 months from March 20, 2023 through September 19, 2024, 550 days.

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

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

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The City and Owner agreed that license fees would be waived pursuant to a settlement agreement approved by Council and executed on October 17, 2022 in the matter of *Deer Street Associates, et al. v City of Portsmouth, New Hampshire, Case No. 218-CV-00352*.
6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License when closing roads that abut the Subject Property and shall advise abutters of all Flagging Permit applications in advance. Owner is also required to provide weekly updates to abutters regarding construction activity for the following week until the project is complete.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**City of Portsmouth**

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

Karen Conard  
City Manager

Pursuant to vote of the City Council  
of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Foundry Place, LLC and  
Residences of Foundry Place, LLC**

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


**GL Rogers and Company, Inc.,  
Manager for Foundry Place, LLC  
and Residences of Foundry Place,  
LLC, Kim S. Rogers, President**

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** February 9, 2023

**RE:** City Council Referral – Projecting Sign  
Address: 82 Congress Street  
Business Name: Summer Sessions  
Business Owners: Tyler & Ryan McGill

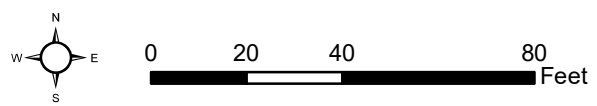
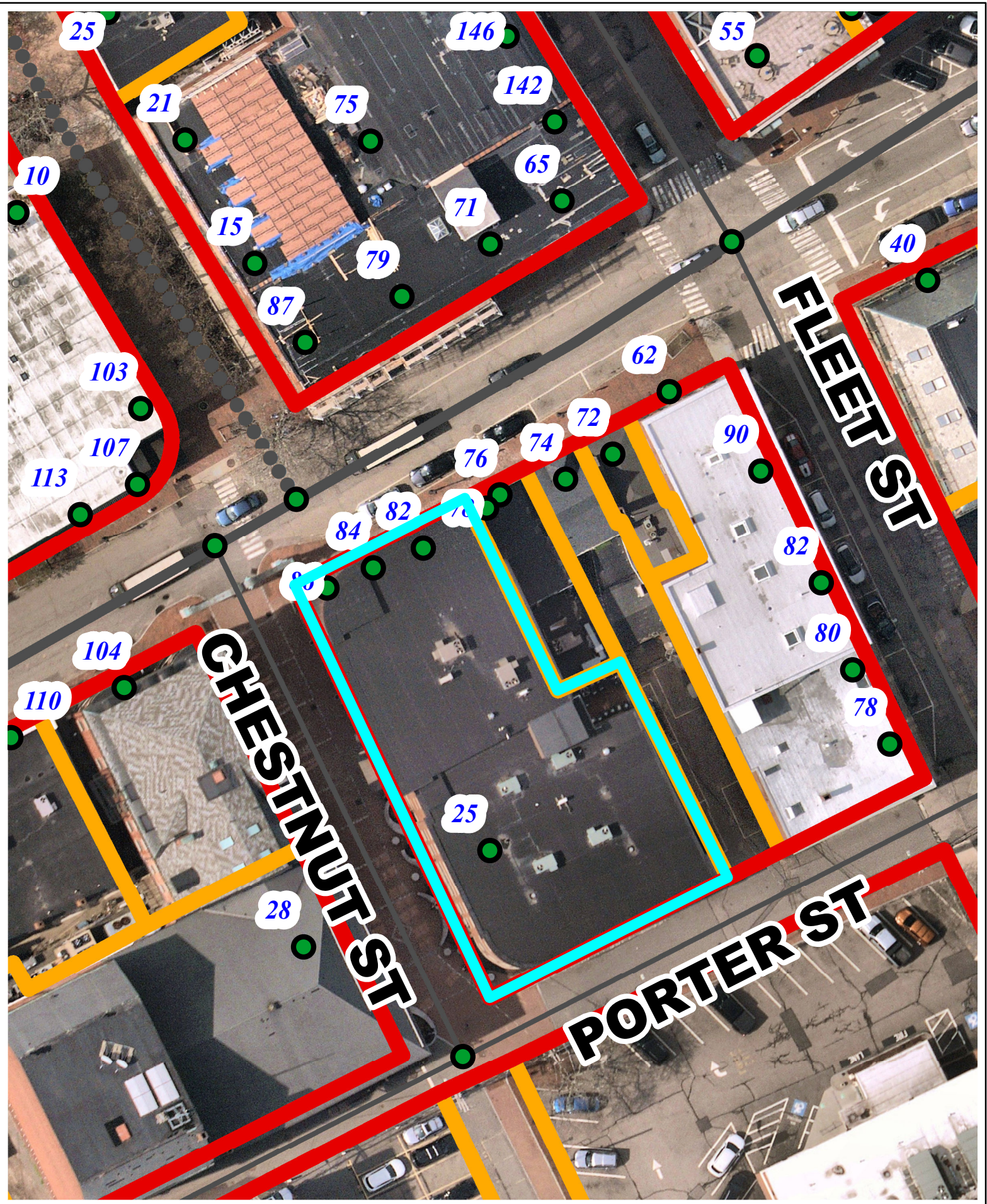
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Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 34.5" x 48.5"  
Sign area: 11.6 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



**Request for license  
82 Congress Street**



# PROOF for: Summer Sessions Signage

Company Summer Sessions  
Name Tyler e-mail: summersessionsh@gmail.com  
Phone 603-319-8207  
Date 1/13/23  
Est. Due Date \_\_\_\_\_  
Saved as: summer sessions.cdr



## TIMBERLINE SIGNS

139 Lafayette Road Rye, NH 03870  
p.603-964-1575 f.603-964-1576

www.timberlinesigns.com timberlinesigns@yahoo.com



existing 34.5" wide x 34.5" high  
and 34" wide x 14" high  
2 sided sign  
use existing bracket  
bottom of sign approx. 185" from sidewalk

90" wide x 60" high  
retractable awnings  
approx. 96" from sidewalk when open

I hereby authorize TIMBERLINE SIGNS to produce the above layout. 100% Payment will be expected upon completion of project unless other arrangements have been made prior. Customer has the option to purchase the artwork to be used as a logo or for other personal promotions for a determined fee. For pricing please inquire within. All designs and custom artwork remain the property of Timberline Signs until the order is complete and paid in full.

Please review, make necessary corrections, sign and fax or return to Timberline Signs, LLC. We will not begin production until this document is signed and returned. A 50% deposit is required to begin production on all jobs exceeding \$100.

*Note:* Designs are not actual size and Colors do not accurately represent finished product colors.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_


Please Return signed Fax to **603.964.1576**

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** February 10, 2023

**RE:** City Council Referral – Projecting Sign  
Address: 86 Congress Street  
Business Name: Noa Café  
Business Owners: Tyler & Ryan McGill

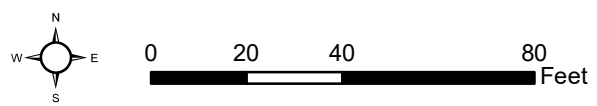
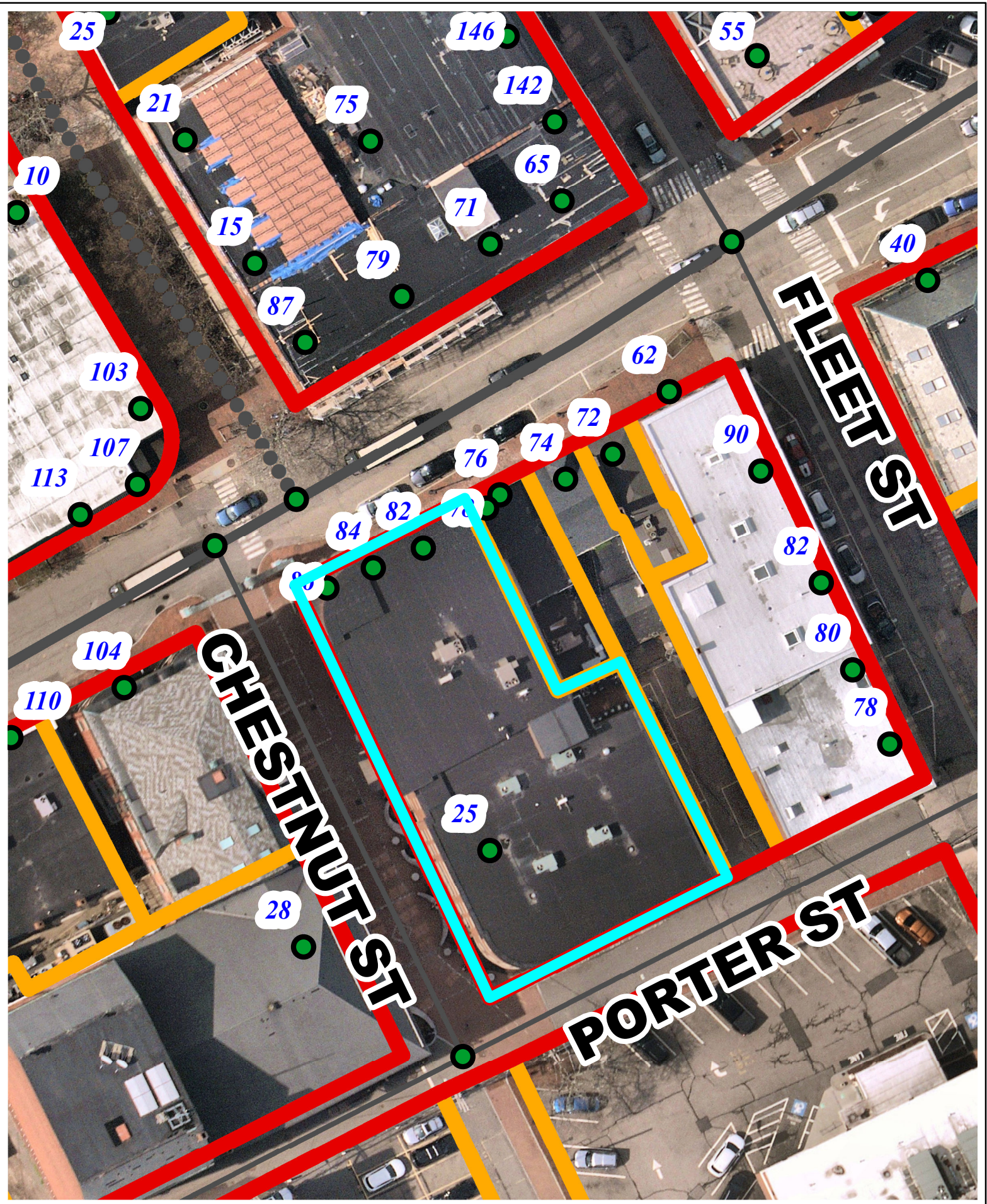
---

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 47" x 36"  
Sign area: 11.75 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



**Request for license  
86 Congress Street**

# PROOF for: Noa Cafe Signage

Company Summer Sessions  
 Name Tyler e-mail: summersessionsh@gmail.com  
 Phone 603-319-8207  
 Date 1/13/23  
 Est. Due Date \_\_\_\_\_  
 Saved as: summer sessions.cdr

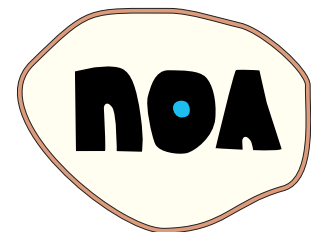


## TIMBERLINE SIGNS

139 Lafayette Road Rye, NH 03870  
 p.603-964-1575 f.603-964-1576  
 www.timberlinesigns.com timberlinesigns@yahoo.com



90" wide x 60" high  
 retractable awnings  
 approx. 96" from sidewalk when open



47" wide x 36" high  
 2 sided composite sign  
 raised letters and border  
 use existing bracket but move it  
 bottom of sign approx. 185" from sidewalk

I hereby authorize TIMBERLINE SIGNS to produce the above layout. 100% Payment will be expected upon completion of project unless other arrangements have been made prior. Customer has the option to purchase the artwork to be used as a logo or for other personal promotions for a determined fee. For pricing please inquire within. All designs and custom artwork remain the property of Timberline Signs until the order is complete and paid in full.

Please review, make necessary corrections, sign and fax or return to Timberline Signs, LLC. We will not begin production until this document is signed and returned. A 50% deposit is required to begin production on all jobs exceeding \$100.

*Note:* Designs are not actual size and Colors do not accurately represent finished product colors.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_


Please Return signed Fax to **603.964.1576**

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** February 13, 2023

**RE:** City Council Referral – Projecting Sign  
Address: 60 State Street  
Business Name: Sea Love  
Business Owner: Lori Dennehy

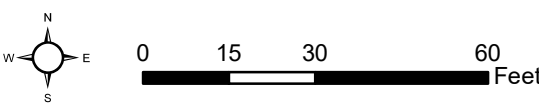
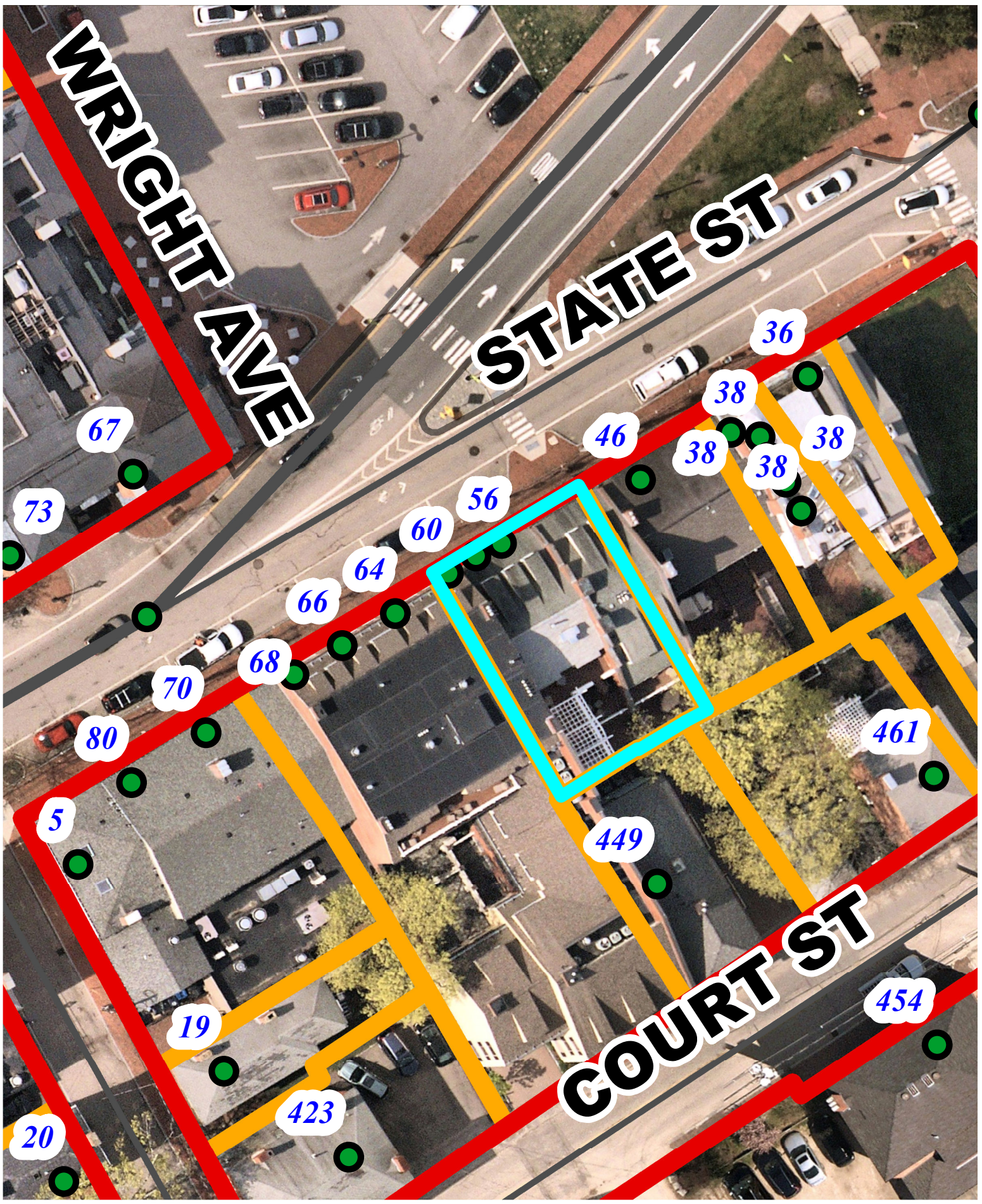
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Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

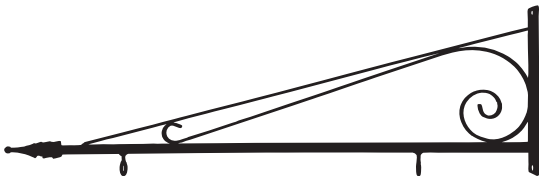
Sign dimensions: 18" x 18"  
Sign area: 2.25 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



**Request for license  
60 State Street**



24" scroll bracket



18" x 18" hanging sign  
light navy vinyl on 3/4" mdo  
2 sided  
bottom of sign approx. 108" from sidewalk



PO Box 545  
Portsmouth, NH 03802-0545

February 2, 2023

Mayor McEachern and City Council Members  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Reference: Request to hold the Sail Portsmouth event

Dear Mayor McEachern and City Council Members,

On behalf of the Sail Portsmouth board, I am requesting permission to proceed with this year's Sail Portsmouth maritime event featuring one Parade of Sail and four days of tall ships open to the public for tours and day sails.

History and Purpose:

We, the Piscataqua Maritime Commission, dba Sail Portsmouth, has been holding these events almost annually since 1998. This year's goals are:

- To help raise awareness of our region's rich maritime history and the importance of maritime trade and industry to the region's current economy.
- To attract local and out-of-state visitors to our city's restaurants, lodging establishments and other attractions.
- To raise money for the Sea Challenge Scholarship Fund that supports underserved Seacoast high school students who enroll in experiential education programs aboard tall ships.
- To help celebrate Portsmouth's 400<sup>th</sup> birthday as one of the Portsmouth 400 events.

Schedule overview:

Thursday, July 27, 1815 to 1900 – Parade of Sail up the Piscataqua River from the mouth to the Memorial Bridge.

Friday, July 28 through Monday, July 31:

1000 to 1700 – Two ships, moored at the Commercial Fish Pier and one ship at the Prescott Park Marina are open for tours to the public.

1800 to 2000 – Receptions with appetizers and refreshments under the dockside tent.

- 7/28 – By-invitation-only, hosted by a private party with their own caterer.





PO Box 545  
Portsmouth, NH 03802-0545

- 7/29 – By-invitation-only, Captain’s Reception hosted by Sail Portsmouth.
- 7/30 – By-invitation-only, hosted by a private party with their own caterer.
- 7/31 – By-invitation-only, Ship Crews and Volunteers BBQ hosted by Sail Portsmouth.

Special Considerations and Requests:

1. We would like to moor one visiting schooner at the Prescott Park marina T-dock from the evening of the 27<sup>th</sup> to the morning of the 29<sup>th</sup>. She is the historic schooner Bowdoin, now operated as a training vessel by Maine Maritime Academy.
2. The Governor will be this year’s Grand Marshall for the Parade of Sail. What does that mean for security?
3. We should have a police detail to control traffic at the intersection of Marcy Street and Pierce Island Road.
4. We could use 2 to 3 Police Cadets at a time from 0930 to 1700 to help direct parking on Pierce Island and to assist our parking volunteers at the venue entrance.
5. We would like the Portsmouth Fire Department tug to participate in the Parade of Sail as she did in 2022.
6. On 7/28 through 7/31 from 0930 to 1730, we would like to have shuttles running between the venue from the parking garages/lots as they did in 2022.
7. What permits/letters of approval are needed from the City?

If you have any questions concerning the event, please contact me.

Sincerely,

Phil von Hemert  
Board Chair

CITY COUNCIL E-MAILS

Received: February 6, 2023 (after 5:00 p.m.) – February 16, 2023 (before 9:00 a.m.)

February 21, 2023 Council Meeting

**Submitted on Mon, 02/06/2023 - 18:16**

**Full Name**

Cammie Saunders

**Email**

[cammieroblan@hotmail.com](mailto:cammieroblan@hotmail.com)

**Subject**

Sherburne VS Community Campus for Affordable Housing Site

**Address**

406 Greenside Ave.

**Message**

Dear Counselors,

Several people from Pannaway Manor have suggested the Community Campus as an alternative location for your proposed affordable housing plan. After reading more about this location, this really seems like a no-brainer! Why isn't the Community Campus the focus of the Council and the PHA for this plan, rather than the Sherburne site?

1) The city already owns this land.

2) It contains 10+ acres of "buildable land" which is TWICE the size of the buildable land at the Sherburne site.

3) It includes a 72,000 sq ft building that is currently usable/not in disrepair like the Sherburne School building.

4) The building already houses several non-profit tenants - why not add Gather and Haven to this mix?

5) From the Portsmouth Herald, March 15, 2022 "McEachern acknowledged he's sure one option that will be discussed (for the community Campus site) is using part of the property to create affordable housing."

6) And most importantly, there is no established neighborhood of single-family homes that will be impacted by any building at the Community Campus site. The PHA could build the full 10-story, 160 units that they want!

So, what is the status of this discussion? Why, when this appears to be an ideal solution, did you drop this option and put all of your efforts into our neighborhood? Please revisit this option and take the Sherburne location off the table.

Thank you,

Cammie Saunders

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

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**Submitted on Mon, 02/06/2023 - 21:03**

**Full Name**

Mary Oakes

**Email**

[marykoakes@yahoo.com](mailto:marykoakes@yahoo.com)

**Subject**

Sherburne/ Panaway neighborhood

**Address**

435 Greenside Ave

**Message**

My thoughts about adding and adding "work force" or whatever other housing in our historic little city is concerning. I think Portsmouth may be getting to big for it's britches. As was spoken about at our meeting on 1/31, a teacher spoke about how New Franklin school was so crowded and Mayor McEachern agreed that Dondero school is also full as well. How does the city plan to full fill the needs of all the future children in our city when we can barely do this now? My mom bought our house on Greenside Ave in 1983, I would walk through the path through wooded area at the end of Greenside (which was a dead end Street) to get to the bus stop. There were horses at the end of our avenue. I understand things grow and change over time. That doesn't always make things better. My husband grew up in Los Angeles CA. there were nice little neighborhoods there once upon a time believe it or not! I really want to be able to grow old and watch my granddaughter grow in the little city of Portsmouth, not in a city that just wants to outgrow it's charm and destroy itself to become another Manchester, Boston, LA. That would be so unfortunate. There have been a lot of sharp tongued haters calling us neighbors "nimby's" I do not fall into that, I am not just saying "not in my neighborhood" I am saying let's slow the roll, watch out how much building we are doing in our city! Sherburne school should be renovated to be used as an elementary school again it seems we need it back! or do whatever reno needed to keep the Lister Academy there. The traffic at the end of Borthwick with the West End Yards deal has gotten so much worse, wait until Liberty Mutual comes back, this will be a traffic nightmare! No way we can do with more housing! Thanks for your time, sincerely, Mary Oakes

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

**Submitted on Tue, 02/07/2023 - 08:00**

**Full Name**

Paul Ringuette

**Email**

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

**Subject**

The "Others"

**Address**

308 Richards Ave

**Message**

Hello,

I noticed a trend in recent weeks that the City Council will be eventually considering in the near future. This would be the workforce housing project and overnight van parking. The feedback I have read online tells a tale of a fear of "others" flooding into our city. We should let data determine our direction as in - how much additional traffic would workforce housing have? Is crime higher in workforce housing developments than residential developments? What services do workforce housing projects consume that are different from residential services? How much do those services cost? In terms of van parking, homeowners are blessed to live in the city, but housing costs continue to go up at an astronomical rate and of course ingenuity comes into play for people to find work-arounds. In terms of vans, and the "others" feedback, the same questions apply in my mind. I also would like to know if some of these folks are simply tourists in the seasonal months who visit Portsmouth for a short period of time and spend money in our restaurants and other venues? If we ban van parking fully, how would that impact our small businesses and would it make it just a little harder for these businesses to hire seasonal employees? On vans, maybe there is a balance that can be struck with certain areas of the city designated for no sleeper type vans (not sure what to call it), while other areas of the city are open to these folks. In the end, we cannot let fear and uncertainty dictate what makes our Portsmouth a destination city. Please let data speak the truth in both van and workforce housing and help educate the citizens (good luck) on why or why not these elements have a real impact on our city. Don't let the "others" mentality set precedent. Thank you.

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

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**Submitted on Tue, 02/07/2023 - 09:07**

**Full Name**

Paul Ringuette

**Email**

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

**Subject**

Data Drive and Resident Input

**Address**

308 Richards Ave

**Message**

2nd message today, and my 3rd message ever to the city councilors.

In terms of data driven and citizen feedback. I see and hear a lot from, mostly the same folks, who attend the city council meetings and write opinions in the newspapers. I think most of us don't have the time to be that engaged unfortunately, but hearing from a larger portion of the residents is an important part of what we would want the City Council to do.

I have to believe there are services out there that allow for surveys to be pushed out for residents who are validated as residents so proactive questions can be asked for some of the decision the city needs to make. I'd love to get an email from the city from time to time asking empirical questions and later being able to see the results. I'm not talking about the kooky McIntyre mailed survey that went out a few years ago that made no sense. Online, results are posted and if folks don't have a computer, they can use the library to access.

I would be willing to volunteer to explore these types of technologies as I have to believe there are many out there for municipalities already. I also believe that this would be a game changer for resident involvement, which many of us wish we had more time for.

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

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**Submitted on Wed, 02/08/2023 - 19:44**

**Full Name**

LAURA FRAZER

**Email**

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

**Subject**

Camper Van Parking

**Address**

539 Peeverly Hill Rd

**Message**

Please continue to address the camper van parking issue downtown. While some people live in a camper van due to housing costs, others choose to live this way. This van parking issue is not necessarily an affordable housing issue, but it is a parking issue. We had this issue at the park and ride on Rte 33 and the last city council put up a "no overnight camping sign". This living arrangement is unfair to the taxpayers of Portsmouth. These camper vans are limiting the parking availability for others visiting for the day or for the residents who want to use this parking for appointments, dining, or shopping downtown. The van owners are not paying city taxes or for the trash to be removed, so this is completely free to them and they are taking advantage of it. These vans will just move to a new spot after 72 hours. Remove the 72-hour parking signs and start ticketing these people if applicable. They should stay at an RV park if they want to camp. The outdoor dining already detracts from the look of our downtown, let's not allow the vans to make it worse. Please advocate for the people of Portsmouth and not the van campers. The residents of Portsmouth should have a voice concerning this issue.

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

---

**Submitted on Mon, 02/13/2023 - 12:18**

**Full Name**

Mark Johnson

**Email**

[markj1773@gmail.com](mailto:markj1773@gmail.com)

**Subject**

Market Street Initiative

**Address**

91 Langdon St

**Message**

Dear City Council,

As a Portsmouth resident who has lived in and worked in Europe, I urge you to support the greater use of selected city streets for pedestrian use. It works brilliantly in most European cities of all sizes and creates a culture of community that would be a unique value to Portsmouth and its residents.

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

---

**Submitted on Tue, 02/14/2023 - 12:19**

**Full Name**

Michael Casino

**Email**

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

**Subject**

McIntyre project

**Address**

Bow St

**Message**

To the Mayor and Council,

I wanted to share my opinion about the proposed McIntyre plan in light of the recent article/letter in the news. As someone who has been involved in the public process and committee meetings since the very beginning, I want you to know that I wholeheartedly support the proposed design plan that is before us now. I am quite confused and flabbergasted that members of the previous council apparently do not support this plan, which they did at the time when they were on the council. I can only assume that their hesitation is related to financial concerns, and perhaps the lack of information that has been provided regarding the ongoing negotiations and submittals to the park service.

I reject the comments in the news article that states that a majority of residents in the city oppose this plan. There has been a contingent of people who have wanted to see a public park at this location since discussions began and while I respect that opinion it does not mean that the majority of residents agree with it. I personally feel this would be a poor location for a park type development for a number of reasons. I also feel that open space does not need to be green. In fact, I think the open space proposed as part of this development is more appropriate for this location and will make it an active and vital area within the downtown that will rival the popularity of Market Square. I

do agree that we need to ensure that the open areas, such as under the market shed and other exterior pocket park areas, as well as portions of the interior space, need to be purposely reserved for public use and programmed in such a manner as part of the final agreements.

I also strongly disagree that the proposed plan will detract from the historic nature of the McIntyre building itself. In fact, I believe it will complement the McIntyre and provide the needed transition from the scale of that building to the smaller historic structures in the area, a concept that was discussed by our architectural firm during the planning sessions.

I do agree that the lack of information provided during recent months has made it difficult to feel confident about how the process is proceeding. I would encourage you to make more details available as soon as possible, and I also support you in moving forward with the plan as proposed. If revisions and alterations are needed as a result of costs or other factors, that is completely understandable and should be discussed in the public forum.

Thank you for your efforts on this complicated and incredibly important project for the community.

Regards,

Mike Casino.

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

---

**Submitted on Tue, 02/14/2023 - 11:08**

**Full Name**

Jim Lee

**Email**

[jim@jimlee.com](mailto:jim@jimlee.com)

**Subject**

Housing

**Address**

520 Sagamore Avenue

**Message**

On Valentine's Day, I thought part of a message I received recently from the New Hampshire Association of REALTORS was appropriate to share. You may or may not know, but I was President of the New Hampshire REALTORS in 2021 and continue to serve on the Board of Directors.

"Roses are red,

Violets are blue,

ADUs are even better

when property owners are allowed two

The current mandate on NH municipalities to require accessory dwelling units in all residential zones (RSA 674:72) has existed for nearly six years. None of the concerns raised by towns back in 2017 – that the law would create overly dense neighborhoods, impact parking and overtax sewer and water – have occurred.

House Bill 423 would mandate that municipalities allow a property owner a detached accessory dwelling unit and an attached ADU. The property owner would have to adhere to all existing ordinances to ensure adequate water supply and sewage disposal provisions, as well as any setback requirements.

NHAR testified in favor of the bill. The House will take action on the bill in the next several weeks.

Quote of the Week

"We're headed in the right direction, but we need to permit much more. A little bit of housing permitting activity from every community can help us escape the crisis."

Noah Hodgetts, Principal Planner

New Hampshire Department of Business & Economic Affairs"

House Bill 44 has also resurfaced.

"House Bill 44 would require a municipality to allow the owner of any single-family lot in a residentially zoned district served by municipal water and sewer to construct up to four residential dwelling units, as a matter of right.

Notably, the owner would still have to meet the lot and yard standards, setbacks, septic and sewage requirements, adequate water supply, parking requirements, and other municipal ordinances. And all relevant building code and fire code requirements would also still apply.

Last week, the House Municipal and County Committee voted 11-9 to recommend to the full House of Representatives that the bill should pass (the motion is "ought to pass" or OTP)."

The New Hampshire REALTORS support this bill and have testified in favor of its passage.

Happy Valentine's Day,

Jim Lee, REALTOR

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

**Submitted on Wed, 02/15/2023 - 12:55**

**Full Name**

Eric Doremus

**Email**

[edoremus337@gmail.com](mailto:edoremus337@gmail.com)

**Subject**

Spinney Rd Sidewalk - Public Necessity Determination

**Address**

1036 Islington Street

**Message**

Hello,

In my recent FY '24-'29 CIP Submission (Request #30) for the completion and connection of the sidewalk on Spinney Rd to Islington Street, it was responded that the work was previously funded but not completed due to impacted property owners not agreeing to grant the necessary easements. As noted in the response, the next step would be for the Council to compete a public necessity determination and initiate a condemnation to be able to complete the sidewalk. I would like to request that this action is completed in order to protect the increasing amount of pedestrians walking from Islington St onto Spinney Rd.

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

---

**Submitted on Wed, 02/15/2023 - 13:11**

**Full Name**

Jackie Cali-Pitts

**Email**

[cali0917@aol.com](mailto:cali0917@aol.com)

**Subject**

Woodbury avenue

**Address**

40 Bedford Way

**Message**

Before changes are made please consider that this is a major route through the city and not than just a few people use it. Meetings conflict so that being at this meeting on the 15th is impossible for me. I drive this through fare almost everyday and there are already bottlenecks and heavy traffic. Narrowing this street with islands etc will only make it more dangerous the flashing crosswalk signals are more than helpful. We can all go 25 miles an hour but the other day an impatient driver passed me going into oncoming traffic. Nothing is perfect people will hop over islands. Ignore crosswalks and be frustrated not being able to enter and exit properties and go in the direction they wish to. Please consider the impact the entire city.

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

---

**Submitted on Wed, 02/15/2023 - 15:31**

**Full Name**

CHRISTOPHER WHITE

**Email**

[cmw2559@gmail.com](mailto:cmw2559@gmail.com)

**Subject**

Audit Committee Role in Review of CLA Contract

**Address**

28 Porter Street

**Message**

February 15, 2023

28 Porter Street, Portsmouth, NH 03801

BY ELECTRONIC MAIL

RE: Portsmouth Audit Committee: Offer to Assist in Reviewing CLA Contract

Dear Mayor McEachern, Assistant Mayor Kelley and Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock and Cook:

Dear Mayor, Assistant Mayor and Councilors:

I share this correspondence with you and ask that it be made public. After receiving my initial letter of January 18, 2023 to Audit Committee Chair John Tabor and the entire Committee, I was informed by Chair Tabor that I must not send additional correspondence to him copying the Committee lest I trigger RSA 91-A, our public meeting laws. In order to avoid this complication, I now share this correspondence with you.

Attached, please find:

- A copy of my original letter of January 18, 2023 sent by electronic mail to Chair Tabor, copying the Audit Committee members and Deputy City Manager Suzanne Woodland.
  - I also attach a second letter to Chair Tabor, copying the Audit Committee members and Deputy City Manager Woodland. This correspondence is dated February 15, 2023. This is the first time I have sent this to Chair Tabor and Councilors Denton and Moreau. I will copy Audit Committee members Furman and Lynch and Deputy City Manager Woodland separately.
- Time is of the essence in getting the draft CLA contract in front of your Audit Committee and especially the financial experts on the Committee so we can help the Council in its work. It is important to wrap this up as soon as possible.

Thank you for your consideration.

With best wishes,

Christopher M. White, Member, City of Portsmouth Audit Committee

cc: Audit Committee Members Harry Furman and Jesse Lynch, Deputy City Manager Suzanne Woodland

#####

28 Porter Street

Portsmouth, NH 03801

February 15, 2023

Councilor John Tabor

City of Portsmouth, NH

1 Junkins Avenue

Portsmouth, NH 03801

BY ELECTRONIC MAIL

Re: Offered Role of Audit Committee in Reviewing Contract with CLA

Dear Committee Chair Tabor:

I write regarding my letter to you of January 18, 2023. In that letter, I suggested to you that the Audit Committee with its financial expertise and business experience would make positive and constructive contributions in negotiating the new audit contract with Clifton Larson Allen LLP (CLA). The City's relationship with CLA, as I mentioned in my letter, is at a critical juncture. After 28 years of using Melanson as the City auditor, the Audit Committee recommended and the City Council selected by unanimous vote to hire CLA as the new City auditor for the coming three years.

As I described in the letter, there are many reasons why the City Council should seek the advice and insights of the financial experts on the Audit Committee. We stand ready with the financial expertise that is necessary to both maintain independence and assist the City set a constructive tone in this very important new relationship.

Chair Tabor, I thank you for the status update from staff that the City is currently awaiting the receipt of a draft contract from CLA on the FY2023 audit. I was encouraged by your positive response to my earlier email correspondence arguing for the Audit Committee to be actively involved in reviewing the proposed CLA contract. From my perspective, simply letting CLA know of the dual review process by both the Audit Committee financial experts and the legal department would serve as a potential lever for negotiating more advantageous terms for the City. By not using resources that are independent and free, the City Council misses that opportunity. In addition, the City risks the impression that it is conducting the audit "solo", that it is the sole source of oversight and control over the conduct of the audit, and that it chooses to ignore available and free expertise and advice. Such hubris potentially compromises the audit's independence as required by the City Charter.

I am certain, after all of the effort made to hire CLA, that the City Council would not want such doubts to cloud the outcome of CLA's work. Once again, I strongly urge that you as Chair and the City Council utilize the three financial experts on your Audit Committee, to help lay the contractual groundwork for the FY2023 audit and all future audits. The City Council's utilizing our financial expertise in negotiating this contract is a small step to take at this critical time, given all that has taken place.

Sincerely,

Christopher M. White

Member, City of Portsmouth Audit Committee

cc: Councilor Josh Denton, Councilor Elizabeth Moreau, Audit Committee Members Harry Furman and Jesse Lynch, Deputy City Manager Suzanne Woodland

#####

January 18, 2023  
28 Porter Street, Portsmouth, NH 03801

Councilor John Tabor  
City of Portsmouth, NH  
1 Junkins Avenue  
Portsmouth, NH 03801

BY ELECTRONIC MAIL

RE: Critical Role of Audit Committee in Drafting Contract with New Auditor

Dear Audit Committee Chair Tabor:

As a member of the City of Portsmouth Audit Committee, I request that the Committee review any draft contracts the City is developing with the newly selected City auditor, Clifton Larson Allen LLP (CLA) prior to the contract being executed. I strongly suggest the City should adopt this offer because of the resident financial expertise on the Audit Committee and for the following reasons:

1. In June 2021, after Melanson was chosen by the Mayor's Blue Ribbon Audit Committee, the Audit Committee along with the City's legal department then drafted a formal contract with Melanson. This represented a significant departure from the many years that Melanson conducted its audits based simply on a scope-of-work letter signed by Melanson and the City. The Government Financial Officers Association (GFOA) strongly warned against relying on such informal agreements for contracting between a government body and an auditor. This advice from GFOA was the basis for the Audit Committee recommending to the City that a comprehensive detailed contract be written with Melanson.

2. In the process of developing the 2021 contract, the Audit Committee highlighted several problem areas of the proposed contract. For example, Melanson attempted to increase the contracted billing by \$5,000 for services that were already required by auditing standards to be covered in the described work. The Audit Committee highlighted other parts of the proposed contract that were also deficient or problematic. The Audit Committee's intervention meant these terms could be corrected before the contract was executed. The Audit Committee's knowledge of finance, accounting and business practices helped protect the City's interests.

3. Now we turn to the contract required for the Fiscal Year (FY) 2023 audit. This upcoming audit follows Melanson's 28-year tenure. The new draft contract will differ significantly from the Melanson contract of the past two years. The Audit Committee's independent review utilizing its citizen member financial expertise and business backgrounds will play a critical role to optimize the contract's terms in favor of the City.

4. For example, there are numerous potential misunderstandings or misrepresentations due to misaligned expectations on the part of the City or CLA. The Audit Committee's financial expertise and familiarity with business mean that its review and input on the draft contract is key at this point to avoid unnecessary complications as this new relationship is launched. Further, the Committee's role remains essential when seen in the light of the City Charter. There, the annual audit is the City Council's one significant mechanism for overseeing the financial practices and statements of the City. Writing a robust and forward-looking contract will help to set expectations on both the City's and CLA's parts. Having the Audit Committee's financial experts review and comment will help the City carry out the City Charter's charge.

5. This contract will be in force for three years, unlike the Melanson contracts. This means the contract will need to anticipate changes due to expenses, work efforts and developing relationships between CLA and the City staff. The Audit Committee's free, in-house and timely expertise in finance, accounting and business is not readily available to the City from any other source. Further, the first year's work will require far more effort in confirming compliance-related work as part of the financial audit and we know from a business perspective the logistical challenges under which CLA will conduct their audits. In addition, the review of the City's current technology will require its own contractual terms as CLA will be doing baseline testing on all the City's financial accounting software and records maintenance. The potential for discovering and noting technology deficiencies that need immediate attention or possible restatements of previous work is a strong possibility. This may cause delays in the production of records and exhibits that CLA may require, and all of these complicating developments will need to be addressed in the contract. In short, the contract will be potentially far-reaching in a way not experienced during Melanson's 28-year tenure.

For all the above reasons, I strongly recommend the Audit Committee review and comment on any working draft of the FY2023 audit contract and receive a copy of the final draft before final signatures are executed.

Sincerely,

Christopher M. White  
Member, City of Portsmouth Audit Committee

Cc: Councilor Josh Denton, Councilor Elizabeth Moreau, Audit Committee Members Harry Furman and Jesse Lynch

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



**Perry Silverstein  
P.O. Box 91  
Portsmouth, NH 03802**

Portsmouth City Council members,

2/15/2023

The council should fix the mistakes. Why are a couple councilors completely manipulating policy on outdoor dining? Outdoor dining is great, but it needs to be fair to everybody. The City offers nothing to help the retailers, and now is playing favorites with restaurants.

Councilors Bagley and Cook jammed through a poorly written Motion on 1/23/2023. Councilor Denton is on board as long as he gets his composting 'incentive'. Denton's exorbitant 33% uncapped 'incentive' works well for Councilors Bagley and Cook, because really what the uncapped 33% composting incentive did is make the rate even lower. It guaranteed Councilor Denton's support, and now effectively it makes the rates much lower. Restaurants can now make money to compost and use the excess funds to pay for their street use.

At the 2/6/2023 meeting Councilor Bagley admitted the rates are flawed, and the rate now favored some restaurants, but he blocked changing the mistake. Councilors Cook and Denton followed. Bagley said he wants to fix it later? Why wait? Together, they blocked the desire of the majority of the councilors to correct mistakes that will cost the taxpayers a lot of unnecessary lost revenue.

If there is a mistake, and you know there is a mistake, why not fix it? Councilors Bagley and Cook know there are mistakes but don't want to fix them. They are clearly pushing their own agenda and playing favorites. There is plenty of time to fix this. Not fixing it makes about as much sense as sending Councilors Bagley and Cook to vote on their own rates at the Fees Committee meeting. That also made zero sense.

#### **THE MISTAKES IN THE CURRENT MOTION:**

- 1) The Rate Structure remains inequitable. I think everybody understands and agrees that a rate of \$10 psf for non-parking spot use anywhere on sidewalks or street puts the rate in line with parking spot use. If you are renting a 150 square foot parking space you are effectively paying \$10 psf. All restaurants should pay the same rate - \$10 psf.

*It's simple: keep parking space use at \$1500 per space, and make the rest of the areas \$10psf. These fees are already very low, and the majority of the cost is being picked up by the taxpayers. In 2012 the rate was set at \$10psf. In inflation adjusted dollars this \$10psf in 2012 should be \$12.60 psf today. It should be tied to CPI-U or the City goes backwards.*

- 2) The composting incentive – Last year the incentive was \$200. This year it is 33% uncapped? Makes no sense? This will effectively pay restaurants a profit to compost. It only costs \$1032 for a year's contract with Mr. Fox composting.

*It's simple: cap it at a fair amount that really is an 'incentive'. Don't give away thousands more than it actually costs to compost.*

Sincerely / Perry Silverstein



Cc: Planning Director Peter Britz, City Manager Karen Conard, Attorney Suzanne Woodland, etc...

---

*For the packet*

## **Approval of an Energy Aggregation Plan to create a Community Power Program for Portsmouth**

### Background and recommendation

In August of 2021, the City Council authorized the creation of the Portsmouth Energy Advisory Committee (PEAC) to learn about the risks and opportunities of a Community Power program under RSA 53E. The committee interviewed a variety of providers and reported back to the council in December 2021 that by aggregating customer demand and entering the power supply market

- A Community Power program would empower residents, lower rates, and be an effective way to decarbonize our city's electrical consumption.
- The city should join the Community Power Coalition of New Hampshire to further those goals (CPCNH)

In July, 2022, the City Council voted to authorize PEAC to create an Energy Aggregation Plan per RSA 53E, including two public hearings. Working with CPCNH, the committee developed goals, rate tiers, and a timeline for implementation. The committee also held an informational event attended by 80+ residents, engaged the public through a survey mailed to every city home and business and other outreach efforts.

Feedback makes clear that residents want relief from high electric supply costs, and they want to be able to buy more renewable energy.

The committee believes a Community Power program through CPCNH is in the best long-term interests of the city, its residents and businesses, and other ratepayers. As stated in the Energy Aggregation Plan, goals are a) Competitive rates vs. Eversource default prices b) more options that meet the demand for green power and decarbonization, as demonstrated in surveys c) Full choice for customers (staying in the program is voluntary and they can switch at any time) e) More local renewable energy projects to create added savings and help our energy transition as a city f) rate stability and fiscal stability through creation of reserves.

This initiative aligns with -and was recommended by -- the city's 2018 Energy Policy and aligns with the current council's sustainability goals.



# Portsmouth Community Power Electric Aggregation Plan

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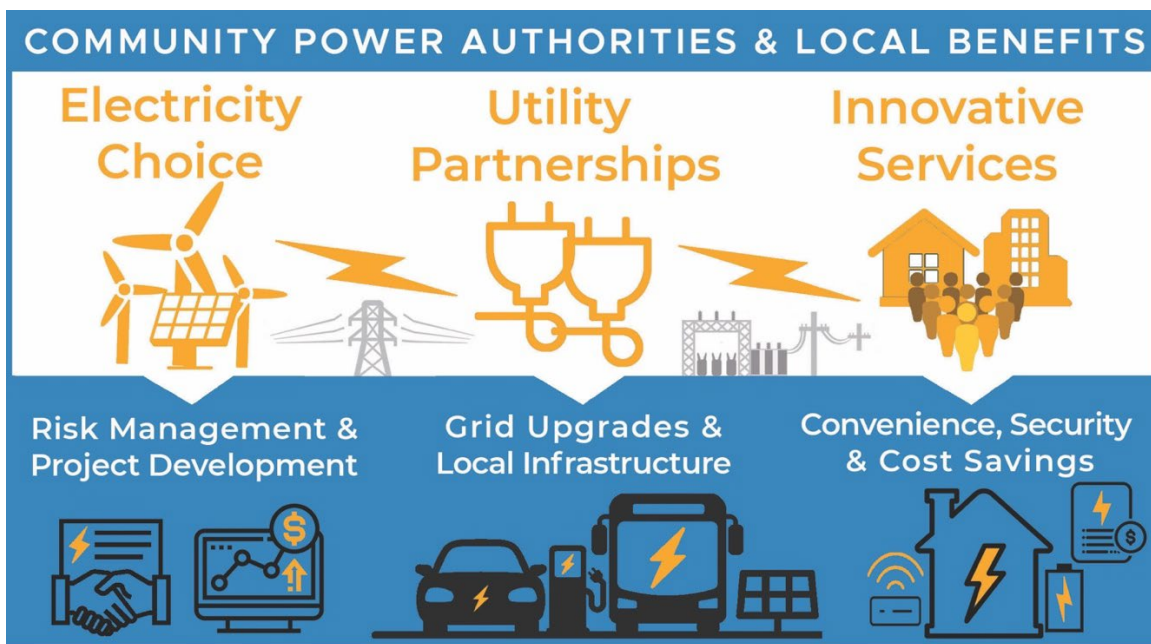
## INTRODUCTION TO COMMUNITY POWER

New Hampshire’s updated Community Power law ([RSA 53-E](#), as amended by SB 286, effective October 1, 2019) is a bipartisan policy designed to further democratize, evolve, and enhance the economic efficiency of our electric power industry.

The Legislature’s intent in enacting RSA 53-E was to “*encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.*” (Refer to [Attachment 1](#) for a summary of the legislative context and local control authorities of Community Power.) To achieve this goal, RSA 53-E authorizes local governments (cities, towns, and counties) to launch Community Power programs that:

- Provide electricity supply service to residents and businesses, who are notified and enrolled on an “opt-in” customer choice or “opt-out” default service basis and may thereafter leave or rejoin the program (by switching suppliers in advance of their next billing cycle date);
- Procure a reliable supply of “all-requirements” electricity, inclusive of Renewable Portfolio Standard requirements, with the option to participate directly in the ISO New England wholesale market (as a load-serving entity on behalf of participating customers);
- Offer a range of innovative services, products, new Net Energy Metering supply rates, and local programs to participating customers;
- Establish a joint powers agency with other Community Power programs to share services, contract for energy project developments, and facilitate related energy initiatives; and
- Work collaboratively with distribution utilities, regulators, policymakers, and innovative energy businesses to help modernize our electrical grid and market infrastructure.

These authorities and local benefits are depicted in the graphic below:



Distribution utilities will continue to deliver power to all customers, regardless of whether they are supplied electricity by new Community Power programs or competitive electric power suppliers (or have chosen to switch back to utility-provided default service).

## OVERVIEW OF PORTSMOUTH COMMUNITY POWER

Portsmouth Community Power is a program authorized under RSA 53:E to provide electricity supply service for Portsmouth's residents, businesses, and other types of customers. Providing electricity supply involves being responsible for procuring electric generation (supply) to match customer loads (consumption) in real time, except when the grid goes down. The program will only launch if it is able to initially offer residential default rates that are lower than or competitive with those offered by Eversource. Thereafter, the program will:

- Serve as the default electricity supplier for all customers on a default "opt-out" basis;
- Offer innovative services and generation rates to customers on an "opt-in" or "opt-up" basis (such as 100% renewable premium products, time-varying rates and Net Energy Metering generation credits for customers with solar photovoltaics);
- Operate on a competitive basis, in that customers may choose to switch between Portsmouth Community Power, service provided by competitive electric power suppliers, and utility-provided default service; and
- Be self-funded through revenues generated by participating customers; the City will not use taxes to cover program expenses.

Eversource will continue to own and operate the distribution grid and be responsible for delivering power to all customers within the City. Customers will continue to be charged for utility delivery services at rates set by the Public Utilities Commission.

The City Council, in coordination with advisory support from the Portsmouth Energy Advisory Committee, will authorize the City Manager to contract for the necessary services and power supplies to implement and operate the program, and continue to provide oversight over the program thereafter.

### Customer Notification and Enrollment Process

Prior to launch of Portsmouth Community Power, all eligible customers will be mailed notifications and provided the opportunity to "opt-out" or "opt-in" to the program, depending on whether they currently are on default service provided by Eversource or take service from a competitive electric power supplier:

- Customers already served by competitive electric power suppliers will be notified and may request to "opt-in" to the program; and
- Customers currently on default energy service provided by Eversource will be notified, provided the opportunity to decline participation ("opt-out"), and thereafter transferred to Portsmouth Community Power if they do not opt-out.

Notifications to customers on utility-provided default service will include the initial fixed rate for the program's default service compared with Eversource's rate which will be mailed to customers at least 30 days in advance of program launch and provide instructions for customers to decline participation (for example, by return postcard, calling a phone number or using a web portal).

After the launch of Portsmouth Community Power, any new customers starting service within the City will be given a similar opt-out notice and will be transferred onto default service provided by the program, unless they choose to take energy service from Eversource or a competitive electric power supplier.

All customers on Portsmouth Community Power default service will remain free to switch back to Eversource or to take energy service from a competitive electric power supplier.

### Customer Accounts and Electricity Usage Estimates

The tables below show the total number and annual electricity usage of customers within Portsmouth’s territory who would initially receive either “opt-out” or “opt-in” notifications:

	<u>Utility Default Supply Customers</u> (Eligible for Opt-Out Notifications & Automatic Enrollment)		<u>Competitive Supply Customers</u> (Eligible for Opt-In Notifications & Voluntary Enrollment)	
	<b>Customer Accounts</b>	<b>Annual Usage (MWh)</b>	<b>Customer Accounts</b>	<b>Annual Usage (MWh)</b>
Municipal/ and small commercial G *	2,245	51,986	1,143	51,047
Residential	10,554	58,788	1,381	8,921
Small Commercial GV **	17	51,986	71	96,048
Large Commercial	0	0	7	104,467
St Lighting	152	628	0	0
<b>Total</b>	<b>12,968</b>	<b>163,338</b>	<b>2,602</b>	<b>260,483</b>

\*G = General Service for customers whose demand does not exceed 100 kilowatts (kW)

\*\*GV= Commercial and Industrial for commercial or industrial customers with demands not exceeding 1,000 kW

*Aggregated data shown was provided by Eversource for the 12 months ending 11/30/2022.*

### Membership in the Community Power Coalition of New Hampshire

Portsmouth is a member of the [Community Power Coalition of New Hampshire](#) (“the Coalition”), a joint powers agency authorized under RSA 53-A (“Agreements between Governments: Joint Exercise of Powers”) that will operate on a not-for-profit basis.

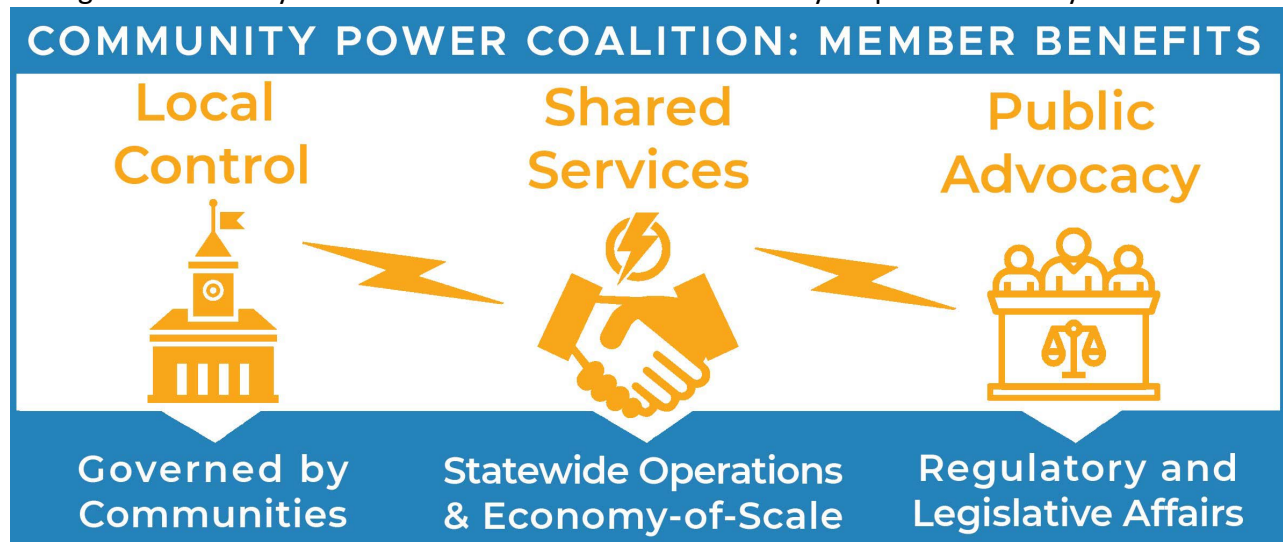
The Coalition was created so that towns, cities, and counties across New Hampshire could:

1. Access the resources and support required to streamline the process of establishing an Energy Advisory Committee, drafting an Electric Aggregation Plan and approving a new Community Power program.
2. Jointly solicit and contract for third-party services and staff support to launch and operate Community Power programs, without requiring any upfront costs or imposing any financial liabilities on participating communities.
3. Participate in joint power solicitations and local project development opportunities.

4. Share knowledge and collaborate regionally on clean energy and resilient infrastructure development at the community-level throughout the state.
5. Speak with one voice at the Legislature and Public Utilities Commission on public advocacy issues related to energy and Community Power.

The Coalition’s joint powers agency governance model and competitive business model have been designed in accordance with energy industry best practices to ensure that participating Community Power programs benefit from transparent governance and high-quality services —so that all communities are able to take full advantage of their local control authorities under RSA 53-E and achieve the full scope of their local energy policy goals.

The Coalition is governed “*for communities, by communities*” under a voluntary and flexible membership structure, will provide competitive electricity service on a statewide basis, and will strengthen the ability of communities to coordinate effectively on public advocacy issues.



Key aspects of the Coalition’s design, governance, services and start-up process are summarized in:

- The appendix ([Attachment 2](#)) provides an overview of the communities, volunteers and experts involved in the process of designing the power agency.
- The chapter “[Overview of the Community Power Coalition of New Hampshire](#)” provides context regarding the purpose of joint action power agencies, highlights the importance of joint public advocacy (and summarizes the Coalition’s successful engagements at the Legislature and Public Utilities Commission on Community Power and public advocacy issues to-date), and summarizes key features of the Coalition’s business model and services.
- The chapter “[Portsmouth Community Power Goals, Objectives and Requirements](#)” explains how the Coalition’s joint action governance and business model should help enable Portsmouth to achieve the full scope of our policy goals, delineates what our goals are over the short-to-long term, and summarizes the program’s near-term operational requirements as a power enterprise.
- The remainder of this chapter summarizes the City’s anticipated role in the Coalition’s governance and implementation process through the launch of Portsmouth Community Power.



## Purpose of this Electric Aggregation Plan

The Portsmouth Energy Advisory Committee was tasked by the City Council to prepare this Electric Aggregation Plan, which sets forth Portsmouth's policy goals for our Community Power program, summarizes program governance and implementation processes, and commits Portsmouth Community Power to comply with applicable statutes and regulations in terms of:

- Providing universal access, reliability, and equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories; and
- Meeting, at a minimum, the basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws and rules concerning the provision of service under Community Power.

This plan does not otherwise commit Portsmouth to any defined course of action, including participation in the Coalition for the purposes of launching the program, and does not impose any financial commitment on the City.

The City Council retains the power to contract for all required program services and electricity supplies, to set rates, and to pursue related projects independently of the Coalition.

## Approval Process for Portsmouth Community Power

This Electric Aggregation Plan was developed by the Portsmouth Energy Advisory Committee with due input from the public, as required under RSA 53-E. Public hearings were held on February 2, 2023 and February 9, 2023. Refer to [Attachment 7](#) for additional information on the history of the Portsmouth Energy Advisory Committee.

The Portsmouth Energy Advisory Committee has determined that this Electric Aggregation Plan satisfies applicable statutory requirements and is in the best, long-term interest of the City and its residents, businesses, and other ratepayers.

Adoption of this Plan by the City Council, by majority approval of those present and voting, establishes Portsmouth Community Power as an approved aggregation with statutory authorities defined under RSA 53-E:3 (to be exercised with due oversight and local governance, as described herein), and authorizes the City Council to arrange and contract for the necessary professional services and power supplies to launch Portsmouth Community Power.

## Implementation Process for the Coalition & Portsmouth Community Power

The City became a member of the Coalition on February 22, 2022<sup>1</sup> when the City Council unanimously approved entering into the Coalition's Joint Powers Agreement.

The Coalition's Joint Powers Agreement includes the Articles of Agreement and Bylaws of the nonprofit. It establishes the general purpose, authorities, structure, Board of Directors, committees, cost-sharing principles, liability protections, and other aspects of the organization.

The Coalition was incorporated on October 1, 2021 by the following founding local government Members: the cities of Lebanon, Nashua and Dover; the towns of Hanover, Harrisville, Exeter, Rye, Warner, Walpole, Plainfield, Newmarket, Enfield and Durham; and Cheshire County.

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<sup>1</sup> Portsmouth City Council February 22, 2022 Meeting Minutes, Page 13:  
<https://files.cityofportsmouth.com/agendas/2022/citycouncil/cc022222min.pdf>

This plan assumes, but does not require, that the City will participate fully in the Coalition for the purposes of implementing and operating Portsmouth Community Power.

#### *City Participation in Joint Powers Agency Governance*

After the founding members jointly executed the Joint Powers Agreement to incorporate the Coalition, the Board of Directors was constituted with representatives appointed by each member's governing body.

The City Council appoints primary and alternate representatives of Portsmouth Energy Advisory Committee to serve on the Coalition's Board of Directors and as Member representatives to Annual meetings and certain votes. The City's representatives will directly oversee the Coalition's initial startup and implementation activities, including the:

- Adoption of Board policies and the election of officers;
- Hiring of expert staff to provide qualified management and oversight;
- Solicitation and contracting of third-party service vendors to launch and operate Community Power programs; and
- Appointment of Board members and other community representatives to committees.

Portsmouth and all other members will be directly represented on the Coalition's Board until more than twenty-one (21) members join, at which point directors will be elected by vote of the Members' representatives at annual meetings (with a Board size of between 11 and 21 representatives, at the Members' direction).

Additionally, to exercise more regular oversight over specific aspects of the joint powers agency, the Coalition will have six standing committees as it develops: Executive, Finance, Audit, Regulatory and Legislative Affairs, Risk Management, and Governance. The Board may also establish ad-hoc committees, and each direct project that Members choose to pursue in the future will be overseen by a committee specific to that project.

All meetings of the Coalition will comply with New Hampshire's Right-to-Know Law (RSA 91-A), the purpose of which is to *"ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people"*, based on the recognition that *"openness in the conduct of public business is essential to a democratic society."*

#### *Development of Member Cost Sharing Agreement and Services for Portsmouth Community Power*

Under the terms of New Hampshire's Community Power law ([RSA 53-E](#)):

- Community Power programs must be self-funded, with ongoing costs paid for using the revenues generated by participating customers.
- Municipalities are only allowed to incur incidental costs associated with implementing Community Power programs, such as the costs necessary to comply with the Community Power law, up to the time that the program starts to produce revenue from participating customers. Incidental costs should not include any costs that are more properly accounted for as capitalized or operating costs of the Portsmouth Community Power program.

Membership in the Coalition, and the implementation of Portsmouth Community Power, will not require any upfront cost for the City other than such incidental expenses (e.g., the staff time, counsel review of agreements, and other expenses) required to comply with the Community Power law before the program starts to generate revenue.

To provide the services, credit support and electricity supply required to launch and operate Portsmouth Community Power:

- The Coalition will administer competitive solicitations on behalf of all participating Community Power programs to contract with qualified vendors and credit-worthy suppliers.
- Vendors are expected to fund and self-manage the upfront cost of launching Community Power programs, under at-risk and performance-based contract structures with payments contingent upon successful launch.
- Program implementation costs for Portsmouth, along with ongoing operational and power procurement expenses, will be factored into the customer rates and be recovered from the revenues received from participating customers after the launch of Portsmouth Community Power.

Similar solicitations and at-risk, performance-based contract structures have been used to successfully launch and operate new joint powers agencies in other Community Power markets.

Portsmouth's representatives on the Coalition's Board of Directors are participating in the solicitation of services, agency startup activities and the development of a cost-sharing agreement with other founding members.

The Coalition's Joint Powers Agreement provides certain requirements regarding how costs will be tracked and shared across participating Community Power programs, which will guide the development of the Coalition cost-sharing agreement:

- Costs will be tracked in three distinct categories: direct project costs, member services, and general and administrative costs (which are overhead costs that are not associated with any specific project or member service);
- Member cost-sharing agreements will be the same in all material respects: general and administrative costs will be allocated based on each Community Power program's share of total electricity usage each year, while each member will choose and separately pay for the costs of specific services and projects (under terms that reflect a fair allocation across all the members that chose the same services and projects); and
- The debts, liabilities and obligations of the Coalition, and of other participating Community Power programs, will be non-recourse to Portsmouth (unless expressly agreed to by the City Council under Portsmouth's Cost Sharing Agreement or a Project Contract).

To proceed with launching and operating Portsmouth Community Power through the Coalition:

- The City Council would review and approve execution of the Coalition's Cost Sharing Agreement and Member Services Contract, along with the Data Security and Privacy Policy and the Energy Portfolio Risk Management, Retail Rates, and Financial Reserves policies approved by the Coalition's Board of Directors.
- The Coalition would provide the services and credit support necessary to launch and operate Portsmouth Community Power (along with the programs of other municipalities across the state) and would provide all-requirements electricity to customers participating in the programs.
  - Confidential customer data would be handled in accordance with the Data Security and Privacy Policy.

- Power procurement and energy portfolio risk management, rate setting, and the accrual of financial reserves for the program would be carried out in accordance with the Coalition’s Energy Portfolio Risk Management, Retail Rates, and Financial Reserves policies.
- The Coalition would collect revenues from program customers on the City’s behalf and would recover expenses incurred on behalf of Portsmouth Community Power in accordance with the Cost Sharing Agreement.

Governance of the power agency would be carried out pursuant to the Coalition’s Joint Powers Agreement. The Board of Directors and committees of Member Representatives — the Executive Committee, Finance Committee, Risk Management Committee, Member Operations and Engagement Committee, Regulatory and Legislative Affairs Committee, etc. — would continue to meet regularly and carry out their responsibilities to provide oversight and direction, supported by a qualified CEO and staff experts hired to provide day-to-day oversight and management the agency’s service providers, operations, planning, and program development activities.

The Coalition intends to contract for all the services required to launch and operate Member Community Power programs, which is expected to enable access to advanced services and expertise at the least cost for Portsmouth Community Power. However, note that:

- The City will be under no obligation to rely on the services provided through the Coalition until the City Council executes the Coalition’s cost-sharing agreement and chooses which services will be provided through the Coalition.
- At that time, the City Council may decide to rely on the Coalition for all or a subset of the services required to launch and operate Portsmouth Community Power.
- Alternatively, the City Council could decide to withdraw from the Coalition entirely, prior to executing the cost-sharing agreement, and launch Portsmouth Community Power independently.
- Lastly, after Portsmouth Community Power launches, the City may still decide to procure certain services independently or to withdraw from the Coalition at a future date, subject to the terms, conditions and any continuing obligations specified in the cost-sharing agreement approved by the City Council.

Decisions made by the City Council regarding how to best implement and operate Portsmouth Community Power, including the execution of the Coalition cost-sharing agreement and selection of services provided through the Coalition, will be made at duly noticed public meetings.

### **Electric Aggregation Plan Submission to the Public Utility Commission**

Portsmouth will submit this final Electric Aggregation Plan to the Public Utilities Commission for review and approval as per RSA 53-E:7, II. Chapter PUC 2200 Municipal and County Aggregation rules are available at:

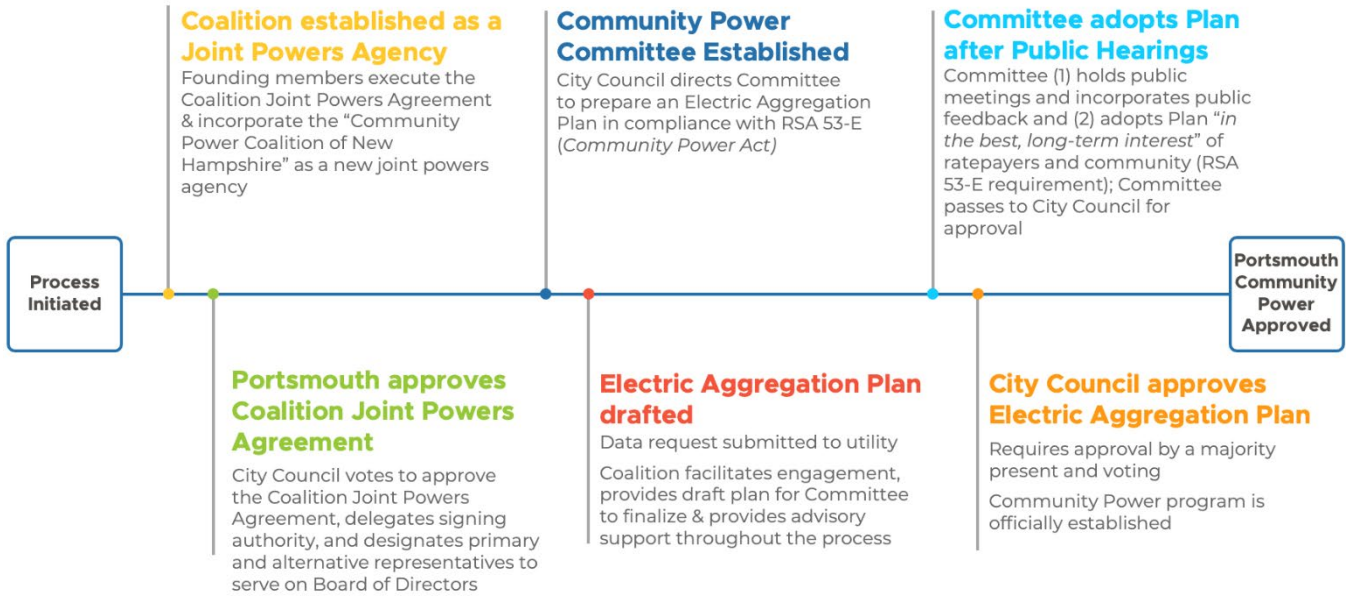
[https://www.cpcnh.org/files/ugd/202f2e\\_0fbc54d8a5104faab2b4cc352fab1445.pdf](https://www.cpcnh.org/files/ugd/202f2e_0fbc54d8a5104faab2b4cc352fab1445.pdf)

## Coalition & Portsmouth Community Power Implementation Milestone Charts

The milestone charts below show the anticipated approval, formation and launch processes for Portsmouth Community Power and the Coalition power agency, as described in the sections above.

The first chart below summarizes the different categories of activities required to approve Portsmouth Community Power and join the Coalition as a founding member to create the joint powers agency:

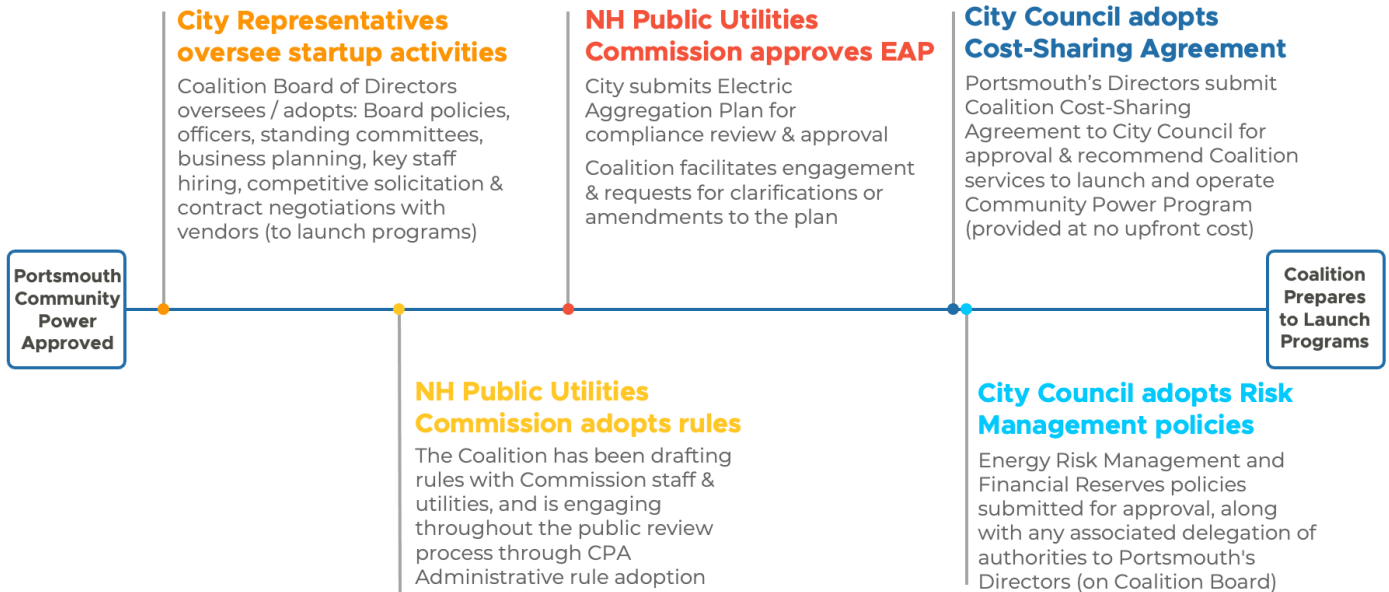
### Approval Process for Coalition Agency & Portsmouth Community Power



Portsmouth’s directors on the Coalition Board are now overseeing startup activities, including engagement at the Public Utilities Commission to finalize the administrative rules governing the Community Power market. These directors will bring forward the Coalition’s cost-sharing agreement along with Energy Risk Management and Financial Reserve policies for approval by the City Council.

## Coalition Startup, Rule Making and Risk Management Policy Approval Process

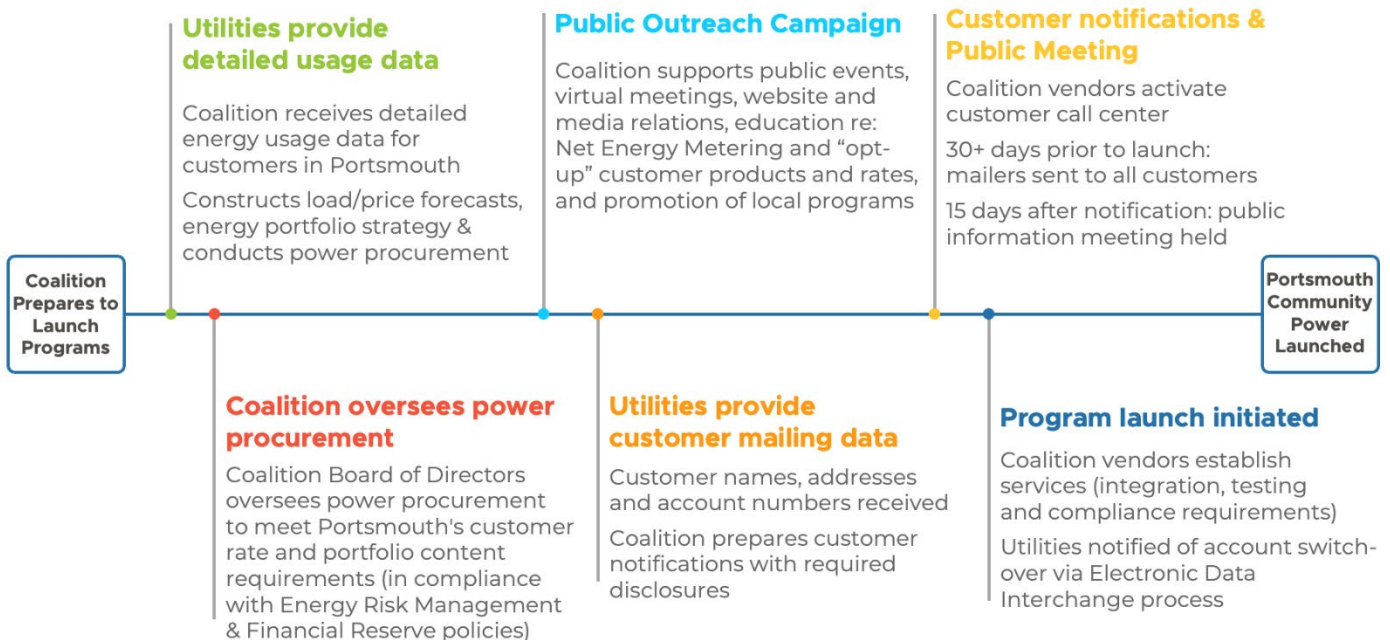
After the Public Utility Commission adopts rules and opens the market, the Coalition will be allowed



to launch Portsmouth Community Power (and the programs of other participating municipalities).

The milestones below summarize the process by which the Coalition will structure and conduct data collection, forecasting, power procurement solicitations and rate setting exercises — in compliance with the Energy Risk Management and Financial Reserve policies adopted by the City, and with oversight provided by Portsmouth's representatives on the Coalition's Board of Directors. It also summarizes the local outreach, customer notification mailings and public meeting process that culminates in the launch of Portsmouth Community Power:

## Portsmouth Community Power Launch Process



## OVERVIEW OF THE COMMUNITY POWER COALITION OF NEW HAMPSHIRE



Portsmouth is a member of the Community Power Coalition of New Hampshire, a nonprofit joint powers agency authorized under RSA 53-A.

Joint powers agencies are governed by communities, operated on a not-for-profit basis as instrumentalities of local governments, and allow Community Power

programs to voluntarily join forces to take advantage of economies of scale and shared services to boost operational efficiencies.

The public power industry has created over seventy joint powers agencies in the last fifty years, and several hundred local governments operate Community Power programs through joint powers agencies or comparable collaborative governance structures in Massachusetts, New York, Ohio, Illinois and California.

The experience of these markets demonstrates that the economics of joint purchasing can enable access to advanced services and expertise for participating Community Power programs, which helps keep power rates competitive and supports long-term financial stability.

The Coalition was incorporated on October 1, 2021 by the following founding local government Members: the cities of Lebanon, Nashua and Dover; the towns of Hanover, Harrisville, Exeter, Rye, Warner, Walpole, Plainfield, Newmarket, Enfield and Durham; and Cheshire County. Following incorporation, the city of Portsmouth and the towns of Hudson, New London, Pembroke and Webster joined the Coalition's membership.

The 28 city and town members of the Coalition represent more than 270,000 residents, or ~20% of the population of New Hampshire. To put the anticipated electricity usage of all Coalition Members' Community Power programs in context, at full enrollment of all eligible customers, the Coalition would be larger in size than the default service loads of Unitil, Liberty Utilities and the New Hampshire Electric Coop on an individual basis, and smaller than Eversource (New Hampshire's largest investor-owned distribution utility).

Portsmouth anticipates relying upon the Coalition's member services to launch and operate Portsmouth Community Power, but approval of this plan does not commit the City to doing so. The City Council retains the authority to contract for any and all required program services and electricity supplies, and to pursue projects independently of the Coalition.

Based on the design and projected size of the Coalition, the Portsmouth Energy Advisory Committee anticipates that participation will result in cost savings, lower staff requirements, and enhanced quality of services for Portsmouth Community Power and other member programs.

Operating Portsmouth Community Power through the Coalition is expected to provide a number of distinct benefits in terms of transparency, scope and cost of services, regulatory and policy engagement, local program options, quality of energy risk management advice, the accrual of financial reserves sufficient to ensure long-term financial stability, and opportunities to develop new energy projects. These benefits are summarized in the "Regulatory and Policy Advocacy" and "Coalition Member Services" sections below.

## Regulatory and Policy Advocacy

Changes in law and regulations that adversely impact Community Power programs will be a non-trivial source of risk for Portsmouth Community Power.

Additionally, extending and maintaining the full range of benefits that Portsmouth Community Power could create for customers will require informed participation and advocacy on energy issues at the Legislature and Public Utilities Commission.

Coordination with other municipalities and Community Power initiatives on matters of common interest through the Coalition have already produced meaningful results in these areas. For example, Coalition Members have:

- Led the Community Power informal and formal rule drafting processes, including by providing the initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and leading significant portions of the subsequent stakeholder workshops at the request of Public Utilities Commission staff.
- Intervened in regulatory proceedings to represent the interests of customers and Community Power programs, such as by advocating for expanded data access in the Commission's Statewide Data Platform docket (DE 19-197), under which a settlement agreement with the utilities was negotiated and recently submitted to the Public Utilities Commission. (If adopted, the settlement would create a statewide platform to enable data access for customers and Community Power programs, which would be overseen by a Governance Council that includes Coalition representatives.)
- Testified in legislative hearings — and organized hundreds of people, elected officials and civic organizations to register in support of the Coalition's position on key legislation — in order to successfully negotiate critical amendments to House Bill 315 to clarify and expand Community Power authorities, as well as engaging on other important legislative initiatives.

Portsmouth Community Power will continue and expand on these activities through the Coalition.

## Coalition Member Services

The Coalition's business model has been designed to provide Community Power programs with:

- **Innovative local programs and customer services:** new rates, technologies and services for customers that lower electricity supply costs and risk for the program in aggregate, along with the electricity bills of participating customers from a "full bill" perspective (i.e., inclusive of transmission and distribution charges).
- **Energy Risk Management & Financial Reserve Policies, Procedures and Practices:** expert guidance on energy risk management, procurement of a diversified portfolio of energy contracts, rate setting, and financial reserves — sufficient to ensure the stability and operational continuity of Community Power programs over the long-term (as technologies, market dynamics, risk factors, consumer preferences and energy policies continue to evolve).
- **Development of Renewable and Battery Storage Projects:** joint contracting opportunities for the construction of new renewable and battery storage projects financed under long-term contracts — to diversify program energy portfolios, provide a physical hedge against wholesale market price fluctuations, enhance the resiliency of our electrical grid, and stimulate local construction and economic development.



The Coalition intends to contract with qualified vendors and credit-worthy suppliers to provide the services, credit support and electricity required to launch and operate Community Power programs. These third parties are expected to fund the upfront cost of implementing Community Power programs, the expense of which would be amortized and recovered for a specified term, along with ongoing operating costs, in customer rates.

The extent of services offered by the Coalition is expected to thereafter expand over time, in response to new market opportunities and ongoing regulatory rule reforms, and to meet the local objectives of participating Community Power programs. The Coalition also plans to hire a small number of qualified staff to ensure effective oversight of operations, as well as enhanced transparency and expert management as the Coalition's business operations evolve.

The proceeding sections explain how the above categories of member services are interrelated in ways that combine to ensure Portsmouth Community Power remains operationally stable, competitive and able to achieve the full range of our local policy goals over the long-term.

### *Innovative Local Programs & Customer Services*

Cost-effective local programs provide new retail products and services that enable customers to:

- Intelligently moderate their use of electricity from the grid during times of high wholesale power prices and when the physical grid is constrained (at-risk of not being able to deliver enough power to meet all customers' usage requirements during the hours of "peak demand");
- Increase their use of electricity from the grid when wholesale prices are relatively low and the physical grid is not constrained.

Examples of innovative retail products and services that enable customers to do so include time-based rate options, individual and group net metering, targeted efficiency, distributed generation and energy storage programs, electric vehicle charging rates, and other offerings that empower customers directly and enable the services of third-party energy companies that are helping customers adopt and use new technologies.

Programs that enable the intelligent use of electricity will help Portsmouth Community Power to:

- Lower electricity supply costs and risk for the program in aggregate, along with the electricity bills of participating customers from a "full bill" perspective (inclusive of transmission and distribution charges);
- Strengthen customer relationships and local brand recognition; and
- Protect against customer attrition (the risk that customers opt-out of the program by choosing an alternative supplier) and potentially grow the program's customer base over time.

Local programs, in order to be cost-effective, need to be designed in ways that relate to and actively help manage the various sources of cost and risk involved in operating a competitive power agency.

As explained in the section below, the Coalition will adopt a structured approach to monitoring, analyzing and actively managing energy cost and risk — both to enable the design of cost-effective local programs, and provide additional benefits such as long-term financial stability.

### *Energy Risk Management & Financial Reserve Policies, Procedures and Practices*

Portsmouth Community Power's ability to maintain competitive rates, as market prices and Eversource default rates change over time, is a primary goal for the program. Competitive rates

will significantly reduce the risk that customers opt-out of Portsmouth Community Power and allow the program to achieve our medium- to long-term goals.

To that end, working with the other members of the Coalition, Portsmouth Community Power will adopt Energy Risk Management and Financial Reserve policies. The purpose of these policies is to:

- Ensure that Portsmouth Community Power allocates customer revenues in ways that balance our community's goals and objectives over the short-to-long term; and
- Define how the Coalition will conduct energy risk management, procurement and market operations on behalf of Portsmouth Community Power (so that the agency remains in compliance with our adopted policies).

These policies, combined with the operational procedures and practices of the Coalition's business model — referred to as the "3Ps" of energy risk management — are designed to ensure that Portsmouth Community Power, along with all participating members of the Coalition, will be able to:

- Foresee, forecast and adequately plan for adverse contingencies (such as power supply shocks, economic downturns and changes in policy and regulations);
- Structure and manage a diversified portfolio (or "book") of physical and financial energy contracts in order to (1) hedge price risk in an optimal fashion by assessing the cost of entering into forward contracts against the risk of wholesale market price exposure, (2) transact quickly to take advantage of changing market conditions and (3) incorporate energy contracts from a variety of preferred sources (e.g., renewables and battery storage assets, local generators, customer-generators and demand response programs, etc.);
- Maintain competitive rates, and additionally set aside funds to accrue financial reserves, while also implementing local programs (designed in ways that lower portfolio costs and risk factors);
- Draw on financial reserves or credit support sufficient to maintain (1) rate stability for participating customers and (2) adequate cash flow for the Coalition's operations over the course of any adverse events and periods.

As Portsmouth Community Power accrues financial reserves, the Coalition will be able to facilitate additional ways to lower costs, create new value, and further enhance the financial stability of the program. As one example, the accrual of sufficient reserves will allow Portsmouth Community Power to begin self-providing the collateral required for wholesale power market transactions and power purchase agreements. This will lower the capital costs and risk premiums otherwise embedded into the price of power contracts negotiated by the Coalition. Similarly, the Coalition also intends to facilitate pooled power procurement across participating Community Power programs, and to explore opportunities to jointly satisfy collateral obligations within these arrangements.

Lastly, as explained further in the section below, the combination of the Coalition's approach to energy portfolio risk management and the accrual of sufficient financial reserves by participating members is what will enable Portsmouth Community Power to enter into long-term contracts — in order to construct new renewable and battery storage projects.

#### *Development of Renewable and Battery Storage Projects*

As Portsmouth Community Power and other participating Community Power programs demonstrate the ability to accrue reserves sufficient to ensure our collective financial stability —

and maintain or grow our customer base by offering competitive rates and innovative services over time — the Coalition will be able to facilitate new project developments for Portsmouth Community Power and other Community Power programs that elect to jointly participate in long-term contracting solicitations. As context:

- Project developers and financiers require long-term power purchase agreements (typically 10 years or longer in duration) to justify the upfront cost of constructing new renewables and battery storage facilities;
- Consequently, project financiers will not execute long-term contracts with a Community Power program if they do not believe that the program is likely to remain a stable, credit-worthy counterparty (i.e., unlikely to default on payment obligations over the contract term).

Achieving the ability to execute long-term contracts and build new renewables and battery storage projects is a priority for Portsmouth Community Power and the other Community Power programs joining together to create the Coalition. This objective is an important policy goal for our program and will additionally diversify the energy supply portfolio managed by the Coalition.

Portfolio diversification helps to stabilize operating margins by intelligently hedging Portsmouth Community Power's exposure to wholesale market dynamics and price fluctuations. The objective is to enter into contracts that help to manage risk and maximize revenues for the program from total portfolio management perspective, in order to further strengthen our program's financial performance and stability over the long-term. As context:

- When bidding on joint project development solicitations, developers will submit different combinations of technologies, project locations, prices, term lengths and contractual clauses with operational and financial implications.
- Selecting which contracts to enter into — and effectively negotiating contract terms and prices — requires analyzing the different contracts being offered, individually and in combinations, and simulating the impact that the new contracts would have on Portsmouth Community Power's cash flow, total portfolio costs and risk profile over the length of the contract.
- This exercise, which is a key component of the Coalition's broader "portfolio strategy" analysis, is referred to as "contract valuation" or "deal valuation". These simulations allow the Coalition to quantify the value of the contract (from a portfolio risk management perspective), compare the value against the price being offered by developers, negotiate for better terms and prices as necessary, and enter into contracts on behalf of Portsmouth Community Power that are likely to cost less than the value created at the program portfolio level.

As described in the preceding section "*Energy Risk Management & Financial Reserve Policies, Procedures and Practices*", the Coalition's business model has been designed to actively manage a diversified portfolio of energy contracts at launch — which entails:

- Understanding and analyzing energy cost and risk factors on a continuous basis;
- Conducting contract valuation simulations;
- Negotiating contract terms and prices with a variety of counterparties to construct a portfolio of energy contracts that, in aggregate, is designed to optimally hedge price risk; and
- Thereafter, actively and continuously managing the "book" of contracts in response to market dynamics, price movements and opportunities.

In these ways, the Coalition’s business model provides the foundational capabilities required to support joint project development solicitations for Portsmouth Community Power and other participating programs — inclusive of long-term contract valuation simulations, counterparty negotiation, and active management of the contract and overall portfolio thereafter.

## Portsmouth Community Power Goals, Objectives, and Requirements

Energy policy in Portsmouth has consistently embraced not only a shift away from fossil fuel energy, but also a community power aggregation program. The Natural Step framework adopted when the city became an Eco-Municipality specifically calls for a reduction in fossil fuel consumption as one of its Four Principles. The city also adopted a renewable energy policy in 2018 with a stated goal to be “net zero” in carbon emissions, beginning with municipal consumption and extending to communitywide consumption and transportation. The Renewable Energy Committee report supporting this policy recommended (#26) a Community Aggregation program.

Renewable energy policy:  
<https://files.cityofportsmouth.com/files/planning/renewableenergypolicy.pdf>

Committee report:  
<https://files.cityofportsmouth.com/files/planning/RenewableEnergyCommitteeFinalReportandRecommendationswithAppendixC.pdf>

Portsmouth Community Power can achieve both of these and will be a beneficial next step in the City’s path to Net Zero

In addition, economic growth and stability have long been City goals, and cost-effective, stable electric rates support this objective.

### **Portsmouth’s Policy Goals**

Refer to [Attachment 8](#) for additional excerpts of these policies and links to more detail.

To achieve our policy goals, Portsmouth Energy Advisory Committee will be guided by the following objectives.

**Competitive Rates & Expanded Choices:** the program should deliver stable and competitive rates. There should be tiered options from “cheapest” to “greenest” and the standard default package should be competitive in price with the default utility, preferably with greater green power included. It should enable easy opt out so consumers have full choice.

**Rate stability/fiscal stability and financial reserves:** Portsmouth Community Power, through the Coalition, will adopt a Risk Management Policy to ensure competitive rates as market prices fluctuate, as well as a plan to deposit a portion of revenues into a rate reserve fund. To both enable a shift away from fossil fuels, and to meet the demand from residents who want more renewable energy, Portsmouth Community Power should have a system of tiered offerings, for example, ones with 50% green power and 100% green power.

Portsmouth should also advocate with CPCNH to buy local (New Hampshire or New England) wind, hydro, solar, and other sources of green renewable energy (Class 1 eligibility in accordance with NH renewable portfolio standards) to create these options, and advocate for buying this pure green power from the region in addition to Renewable Energy Credits. The program should leverage opportunities (creation of reserve programs, purchase power agreements, etc.) to foster local renewable energy generation projects.

- **Regional collaboration:** Portsmouth Community Power should collaborate with regional community power programs, municipalities, utilities, and government agencies to jointly develop cost-effective renewable energy generation and storage projects, and support electric energy transit fleets and charging corridors, as well as enhanced reliability of electric supply through development of community microgrids to support critical infrastructure
- **Enhanced customer focus**
  - Educate consumers regarding how to reduce energy costs, for example, installation of “smart meters” and control of when power is taken (time-varying rate structures) or supplied to the grid (net metering programs)
  - Reduce fossil fuel consumption through energy efficiency programs and encouragement of more efficient electric vehicles and appliances
  - Encourage local energy production and storage by supporting customer installation of clean energy technologies
  - Attract and support local businesses through enhanced energy reliability and clean power initiatives
- **Consumer protections and public advocacy**
  - Ensure the programs and projects represent the interests of customers and the City of Portsmouth
  - Represent the interests of customers before the legislature and the PUC and advocate for policies, regulation and infrastructure investments to achieve affordable, local and resilient energy systems
- **Strong partnership with Eversource**

Successful implementation of Portsmouth Community Power will require a strong partnership with Eversource as the investor-owned transmission and delivery utility. The program should also work with Eversource on ways to modernize the grid and develop innovative energy saving programs.

Through strategies and initiatives like these, enabled by the scope and scale of service provided through the Coalition and the Portsmouth Community Power program, the Portsmouth Energy Advisory Committee intends to:

- Reduce fossil fuel consumption overall while enhancing the reliability of our electricity grid;
- Create savings and new value for customers; and
- Support the vitality and growth of local businesses.

These objectives are essential to our continued success as a vital, sustainable community.

### Near-Term Operational Requirements

While many of the broader benefits that the Portsmouth Energy Advisory Committee intends to create for customers and the City will be developed over time, the immediate objective of Portsmouth Community Power is to offer competitive default supply rates compared to Eversource while accruing a reserve fund sufficient to ensure long-term financial stability. In addition, the reserve fund would support offering more renewable options, and other voluntary products that

retail customers may opt-up to receive, as well as Net Energy Metering supply rates that allow customer generators to participate in the program.

Portsmouth Community Power will need to balance customer rate levels, renewable power content and the accrual of program reserves to meet these objectives.

*Performance Relative to Utility Default Service and Net Energy Metering Generation Rates*

Compensation to customer generators under Net Energy Metering generation rates, the timing of the program’s rate setting decisions and, to a certain degree, the procurement of electricity will need to take into account Eversource’ tariffs, processes and timing in regard to these activities.

Refer to [Attachment 3](#), [Attachment 4](#), [Attachment 5](#) and the section “[Net Metering and Group Net Metering Policies](#)” for additional documentation and discussion of these factors.

*Customer Rates and Products*

The table below provides an illustrative example of a default service product and optional rates that could be offered to customers:

<u>PRODUCT</u>	<u>CONTENT</u>	<u>ELECTIONS</u>
<b>Granite Basic</b>	Minimum RPS Content (23.4%)	Default, opt-down/in, or N/A
<b>Granite Plus</b>	33% Renewable or Carbon Free	Default, opt-up/in, or N/A
<b>Clean 50</b>	50% Renewable or Carbon Free	Opt-up/in or N/A
<b>Clean 100</b>	100% Renewable or Carbon Free	Opt-up/in or N/A

The products that Portsmouth Community Power initially offers to customers, and the rates charged for each product, will be refined and finalized in advance of the program launch.

*Renewable Portfolio Standard Requirements*

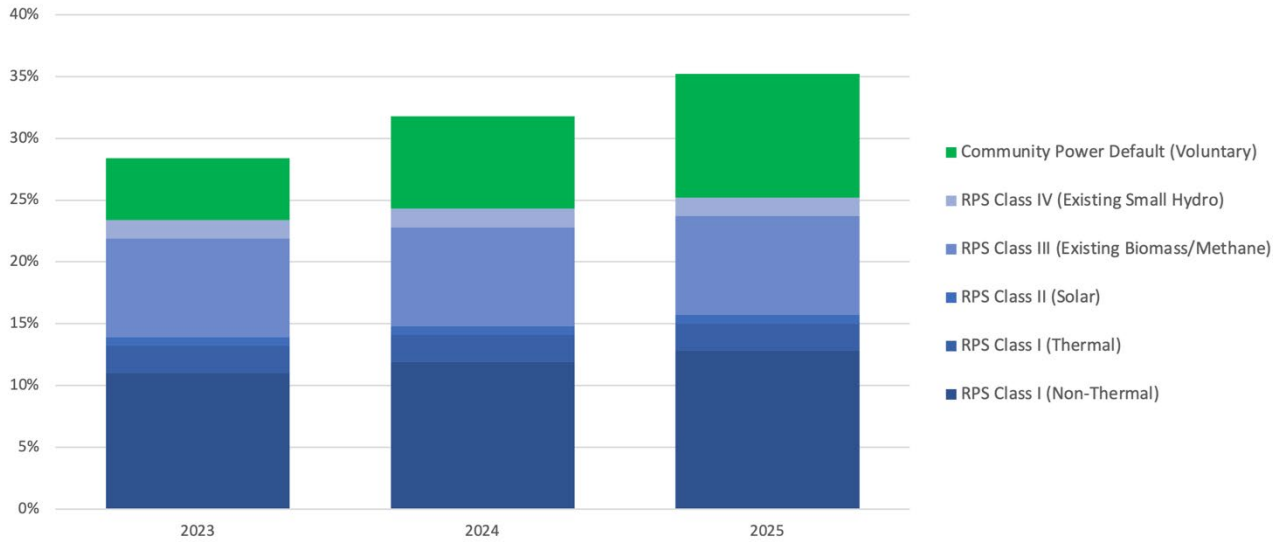
New Hampshire’s Renewable Portfolio Standard (RPS) requires all electricity suppliers to obtain RECs for four distinct “classes” of renewables, each distinguishing between different technologies and dependent upon the year that the generators came online.

For 2022, Eversource and other electricity suppliers are required to include 22.5% renewable energy in their energy supply. This minimum compliance requirement will increase incrementally to 25.2% by 2025 and remain fixed thereafter, absent an increase in the RPS.

Portsmouth Community Power will seek to procure voluntary renewables in excess of the RPS minimum requirements from “Class I” resources (as defined in [Attachment 3](#)). Additionally, the program could prioritize including as much renewable energy sourced from generating resources located in New Hampshire and New England as possible.

The chart below shows the different classes and quantities of renewable power required under the RPS between 2020 and 2025, along with, for the sake of illustration, Portsmouth Community Power’s additional voluntary purchases (assuming that the default product from the table in the proceeding section, which exceeds RPS requirements by 5% to 10% each year):

Renewable Portfolio Standard Requirements + Voluntary Purchases



*Energy Risk Management and Financial Reserve Policies Compliance*

Portsmouth Community Power’s power procurement, budgeting and rate-setting will be carried out in accordance with the Energy Risk Management Policy and Financial Reserve Policies that will be adopted by the City Council.

This decision-making framework is intended to guide the program to allocate revenues in a manner that appropriately balances our competing priorities — to ensure that Portsmouth Community Power will remain stable, and able to work towards achieving all of our policy goals, over the long-term.

## ELECTRIC AGGREGATION PLAN STATUTORY REQUIREMENTS

The following requirements for this Electric Aggregation Plan, in compliance with RSA 53-E:6, are addressed below:

- A. Organizational structure of the program;
- B. Methods of entering into and terminating agreements;
- C. Operation and funding;
- D. Rate setting, costs, and customer enrollment process;
- E. Rights and responsibilities of program participants;
- F. Net metering and group net metering policies;
- G. Ensuring discounts for Electric Assistance Program participants; and,
- H. Termination of program.

### **Organizational Structure of the Program**

Upon approval of this plan, Portsmouth Community Power will be authorized to provide electricity and other related services to participating residents, businesses, and other customers in the City.

The City Council will oversee the program and has overall governance authority. Decisions regarding Portsmouth Community Power, such as updating program goals, adoption of Energy Portfolio Risk Management, Retail Rates, and Financial Reserve policies (to govern the program's power procurement and rate-setting decisions), will be made at duly noticed public meetings and with advisory support from the Portsmouth Energy Advisory Committee.

The City Council has appointed a primary and alternate representative to participate in the Community Power Coalition of New Hampshire and to serve on the agency's Board of Directors and may delegate certain decision-making authorities to them to carry out their responsibilities at the City Council's direction.

In general, Portsmouth's representatives will be expected to help oversee the start-up and operation of the agency, provide input regarding the Coalition's public advocacy on matters of policy and regulation, provide direction to the Coalition's staff and vendors as the agency's operations and customer services evolve over time, and report back regularly regarding the performance of Portsmouth Community Power and on any matter that warrants attention or requires action by the City Council.

Additionally, the City Council may direct the Portsmouth Energy Advisory Committee to continue to hold meetings for the purpose of providing community input and advisory support regarding the program.

### **Methods of Entering into and Terminating Agreements**

This Electric Aggregation Plan authorizes the City Council to negotiate, enter into, modify, enforce, and terminate agreements as necessary for the implementation and operation of Portsmouth Community Power.

### **Operation and Funding**

Portsmouth Community Power will contract with qualified vendors and credit-worthy suppliers to provide the services, credit support and electricity required to launch and operate the program.



This plan assumes, but does not require, Portsmouth to participate fully in the Coalition and thereby contract for operational services jointly with other participating Community Power programs.

The Coalition's third-party contractors will be expected to fund the upfront cost of implementing Portsmouth Community Power, the expense of which will be amortized and recovered in the program's rates and charges to participating customers. The program may also seek opportunities to apply for grant funding, either independently or through the Coalition.

Services provided by third-party entities required to launch and operate the program may include portfolio risk management advisory services, wholesale Load Serving Entity (LSE) services, financial services, electronic data interchange (EDI) services with the utility, and customer notification, data management, billing, and relationship management (e.g., call center, website, etc.) services. Additional information on how Portsmouth Community Power will implement Load Serving Entity (LSE) services is found in [Attachment 9](#), *How Load Serving Entity Services will be Implemented*.

Additional support services such as management and planning, budgeting and rate setting, local project development support, regulatory compliance, and legislative and regulatory engagement services (on matters that could impact the program and participating customers) will be addressed through a combination of staff support and third-party services.

Portsmouth Community Power will provide "all-requirements" electricity supply for its customers, inclusive of all of the electrical energy, capacity, reserves, ancillary services, transmission services (to the extent not provided through Eversource), transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to participants and meet the requirements of New Hampshire's Renewable Portfolio Standard. (Refer to [Attachment 3](#) for details regarding the requirements of Renewable Portfolio Standard statute, RSA 362-F.)

If a single supplier is relied upon to provide all-requirements electricity on behalf of Portsmouth Community Power, then (1) the supply contract will be executed or guaranteed by entities that possess at least a BBB- or equivalent investment-grade rating issued by a nationally recognized statistical rating organization (NRSRO), and (2) the supplier will be required to use proper standards of management and operations, maintain sufficient insurance, and meet appropriate performance requirements for the duration of the supply contract. Alternatively, if a portfolio of contracts with multiple entities is structured to diversify counterparty credit risk exposure, and actively managed to provide for all-requirements electricity on behalf of Portsmouth Community Power, then counterparty credit requirements and monitoring, hedging transaction authorities, residual ISO-NE market exposure limits, and reporting requirements will be carried out in accordance with Energy Portfolio Risk Management, Rates, and Financial Reserves policies that would be established prior to commencing procurement and implementing the program.

Additionally, RSA 53-E provides Community Power programs with authorities pertaining to meter ownership, meter reading, billing, and other related services. These authorities provide Portsmouth Community Power with the practical ability to help customers adopt and use innovative technologies (for example, building management systems, smart thermostats, backup battery storage systems, controllable electric vehicle chargers, etc.) in ways that save money, enhance grid resiliency, and decarbonize our power supply.

However, the implementation of these authorities is expected to take some time, as it requires action by the Public Utilities Commission to adopt enabling rules and coordination with Eversource to adapt existing meter and billing system processes.

## Rate Setting, Costs, Enrollment Process, and Options

Customers who choose not to participate in Portsmouth Community Power shall not be responsible for any costs associated with the program, apart from incidental costs incurred by the City prior to the point at which the program starts producing revenue from participating customers (for example, contract review by legal counsel, but not any operational or capitalized costs of the program).

### *Rate Setting and Costs*

Portsmouth Community Power will only launch if it is able to offer residential default rates that are initially lower than or competitive with those offered by Eversource; thereafter, the program will strive to maintain competitive rates for all default service customers on an overall annual basis, as well as customers who opt-in or opt-up to receive optional retail products, while working to achieve the program's goals (as set forth in this Electric Aggregation Plan and modified from time to time at the direction of the City Council).

The City Council will adopt Energy Risk Management and Financial Reserve policies to govern the program's power procurement and rate-setting decisions. Rates will be set at a level such that revenues from participating customers are projected to meet or exceed the ongoing operating and capital costs of the program.

To ensure the financial stability of Portsmouth Community Power, a portion of revenues will be deposited in a financial reserve account. In general, the fund will be restricted for uses such as:

- **In the near-term**, maintain competitive customer rates in the context of price fluctuations in the electricity market and other factors;
- **In the medium term**, as collateral for power purchase agreements (including for the development of new renewable and battery storage projects), and for additional credit enhancements and purposes that lower the program's cost of service; and
- **Over the long term**, may also be used to directly fund other program financial requirements, or to augment the financing for development of new projects and programs in the later years of the program, subject to the City Council's approval.

As required by law, the program will ensure the equitable treatment of all classes of customers, subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories.

In other words, customers will be treated the same based on their circumstances. For example, any customers that opt-in after being offered the opportunity to participate during the initial enrollment period may be offered rates that reflect how market prices have changed in the intervening period.

Changes to the program's default service rates shall be set and publicly noticed at least 30 days in advance of any rate change.

### *Enrollment Process and Options*

Portsmouth Community Power intends to launch on an opt-out basis, providing an alternative default service to the utility-provided default service rate. After approval of this Electric Aggregation Plan and before the launch of Portsmouth Community Power, all customers in the City will be sent notifications regarding the program and offered the opportunity to participate:

- **Customers currently on default service provided by Eversource** will be sent “opt-out” notifications — describing the program, its implications for the City, the rights and responsibilities of customers, and program rates and charges — with instructions on how to decline participation, and thereafter be transferred to Portsmouth Community Power if they do not opt-out of the program prior to launch.
- **Customers already served by competitive electric power suppliers** will receive “opt-in” notifications describing the program and may request to opt-in to the program.

If the electric distribution utilities have not fully implemented Public Utilities Commission rules and procedures governing Community Power Aggregation service, certain groups of customers on default service provided by the utilities may need to be offered service on an opt-in basis, and/or offered service on an opt-out basis at a future date. For example, if the utilities are unable to reliably provide the data on customer-generators necessary to offer Net Energy Metering (NEM) rates and terms, then the program may initially choose to not enroll customer-generators on an opt-out basis, as doing so could risk negatively impacting NEM customer billing and crediting procedures.

Customers will be notified through a mailing, which will be posted not less than 30 days prior to the enrollment of any customers. All information will be repeated and posted at the City’s Community Power website. A public information meeting will be held within 15 days of the notification to answer program questions or provide clarification.

Optional products, such as increased renewable power content in excess of the Renewable Portfolio Standard (RPS) requirements and other energy services, including time varying rates, may be offered on an opt-in basis.

After launch and in accordance with any applicable rules and procedures established by the Public Utilities Commission, new customers will be provided with the default service rates of Eversource and Portsmouth Community Power and will be transferred onto Portsmouth Community Power’s default service unless they choose to be served by Eversource or a competitive electric power supplier.

Customers that request to opt-in to the program may do so at the discretion and subject to the terms of Portsmouth Community Power.

Residents, businesses, and other electricity customers may opt-out of participating in Portsmouth Community Power default service at any time, by submitting adequate notice in advance of the next regular meter reading by Eversource (in the same manner as if they were on utility provided default service or as approved by the Public Utilities Commission).

Customers that have opted-in to an optional product offered by Portsmouth Community Power may switch back to Eversource or take service from a competitive electric power supplier subject to any terms and conditions of the optional product.

## **Rights and Responsibilities of Program Participants**

All participants will have available to them the customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices.

Customers will be able to ask questions of and register complaints with the City, Eversource and the Public Utilities Commission.

Portsmouth Community Power shall maintain the confidentiality of individual customer data in compliance with its obligations as a service provider under [RSA 363:38](#) (privacy policies for

individual customer data; duties and responsibilities of service providers) and other applicable statutes and Public Utilities Commission rules. Individual customer data includes information that singly or in combination can identify that specific customer including the individual customers' name, service address, billing address, telephone number, account number, payment information, and electricity consumption data. Such individual customer data will not be subject to public disclosure under RSA 91-A (access to governmental records and meetings). Suppliers and vendors for Portsmouth Community Power will be contractually required to maintain the confidentiality of individual customer data pursuant to RSA 363:38, V(b). [Attachment 10, Customer Data Protection Plan](#), details the reasonable security procedures and practices that the City and Portsmouth Community Power will employ to protect individual customer data from unauthorized access, use, destruction, modification, or disclosure.

Aggregate or anonymized data that does not compromise confidentiality of individual customers may be released at the discretion of Portsmouth Community Power and as required by law or regulation.

Participants will continue to be responsible for paying their bills. Failure to do so may result in a customer being transferred from Portsmouth Community Power back to Eversource (the regulated distribution utility and provider of last resort) for default energy service, payment collections and utility shut offs under procedures subject to oversight by the Public Utilities Commission.

## Net Metering and Group Net Metering Policies

Under the net metering process, customers who install renewable generation or qualifying combined heat and power systems up to 1,000 kilowatts in size are eligible to receive credit or compensation for any electricity generated onsite in excess of their onsite usage.

Any surplus generation produced by these systems flows back into the distribution grid and offsets the electricity that would otherwise have to be purchased from the regional wholesale market to serve other customers.

Currently, customer-generators are charged their full retail rate for electricity supplied by Eversource and receive credits for electricity they export to the grid based on Eversource' Net Energy Metering (NEM) tariffs.

Portsmouth Community Power intends to provide new rates and terms that compensate participating customer-generators for the electricity supply component of their net metered surplus generation.

Customer-generators will continue to receive any non-supply related components (e.g., transmission and distribution credits) directly from Eversource, as specified under the terms of their applicable net energy metering tariff.

For group net metering where the host customer-generator is on default service, to the extent Portsmouth Community Power supply rates are lower than the Eversource default service or if the host is located outside of Portsmouth, it may be most advantageous for the host to remain a Eversource default service customer, while the other group members are free to switch to Portsmouth Community Power for their supply and continue to receive on-bill credits for their participation in the group.

Portsmouth Community Power's exact terms, conditions, and rates for compensating and crediting different types of NEM customer-generators in the City will be set at duly noticed public meetings

and fully disclosed to all prospective NEM customers through the program’s enrollment notification process and thereafter.

Certain aspects of administering net energy metering require coordination between Eversource and Portsmouth Community Power. The enabling services and strategies that Portsmouth Community Power may pursue, to benefit and encourage customers to adopt distributed generation, include but are not limited to:

- Dual-billing customer-generators separately for supply services;
- Offering time-varying rates and alternative credit mechanisms to compensate customers for surplus generation;
- Streamlining the establishment of new Group Net Metering and Low-Moderate Income Solar Project groups;
- Facilitating interval meter and Renewable Energy Certificate (REC) meter installations for customer-generators; and
- Engaging at the Legislature and Public Utilities Commission to advocate for upgrades and reforms to metering and billing infrastructure and business processes to enable Net Energy Metering and other innovative services to benefit customer-generators.

For additional details regarding these enabling services and strategies, refer to:

- [Attachment 5](#) provides an overview of Eversource’ net energy metering tariffs in use today, including the “standard” and “alternative” tariffs for individual customer-generators as well as Group Net Metering and Low-Moderate Income Solar Project options, and tables showing the number of customer-generators on net metered service in each utility territory;
- [Attachment 6](#) provides an in-depth discussion regarding operational and strategic opportunities to enhance net metering and group net metering through Portsmouth Community Power.

## Ensuring Discounts for Electric Assistance Program Participants

Income eligible households can qualify for discounts on their electric bills under the Electric Assistance Program. Portsmouth Community Power will support income eligible customers who enroll in the Electric Assistance Program to receive their discount.

Electric Assistance Program discounts are funded by all ratepayers as part of the System Benefits Charge, which is charged to all customers and collected by the distribution utilities.

At present, the Public Utilities Commission and utilities only support provision of the discount to individual customers when the customer’s electricity supply charges are billed through the distribution utility.

Portsmouth Community Power consequently plans to rely on Eversource to bill all customer accounts enrolled in the Electric Assistance Program. This represents no change in the provision or funding of this program.

This arrangement may be revisited if, at some point in future, the Public Utilities Commission enables Community Power programs to provide Electric Assistance Program customers with their discount directly.

## Termination of the Program

There is no planned termination date for Portsmouth Community Power.

Portsmouth Community Power may be terminated by majority approval of the City Council. If so terminated, Portsmouth Community Power would cease operations after satisfying any obligations contractually entered into prior to termination, and after meeting any advance notification period or other applicable requirements in statute or regulation, at which point participating customers would either be transferred to default service provided by Eversource or to a competitive electric power supplier of their choosing.

Portsmouth Community Power will provide as much advance notice as possible regarding the potential or planned termination of the program to participating customers, the Coalition, the Public Utilities Commission and Eversource.

Upon termination, the balance of any funds accrued in the program's financial reserve fund and other accounts, if any, would be available for distribution or application as directed by the City Council and in accordance with any applicable law and regulation.



# **Electric Aggregation Plan Attachments**

## Attachment 1: Legislative Background and Local Control Authorities

In 1996, New Hampshire led the nation in being the first state to pass an Electric Utility Restructuring Act ([RSA 374-F](#)), the purpose of which is excerpted in full below:

- I. *The most compelling reason to restructure the New Hampshire electric utility industry is to reduce costs for all consumers of electricity by harnessing the power of competitive markets. The overall public policy goal of restructuring is to develop a more efficient industry structure and regulatory framework that results in a more productive economy by reducing costs to consumers while maintaining safe and reliable electric service with minimum adverse impacts on the environment. Increased customer choice and the development of competitive markets for wholesale and retail electricity services are key elements in a restructured industry that will require unbundling of prices and services and at least functional separation of centralized generation services from transmission and distribution services.*
- II. *A transition to competitive markets for electricity is consistent with the directives of part II, article 83 of the New Hampshire constitution which reads in part: “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it.” Competitive markets should provide electricity suppliers with incentives to operate efficiently and cleanly, open markets for new and improved technologies, provide electricity buyers and sellers with appropriate price signals, and improve public confidence in the electric utility industry.*
- III. *The following interdependent policy principles are intended to guide the New Hampshire public utilities commission in implementing a statewide electric utility industry restructuring plan, in establishing interim stranded cost recovery charges, in approving each utility’s compliance filing, in streamlining administrative processes to make regulation more efficient, and in regulating a restructured electric utility industry. In addition, these interdependent principles are intended to guide the New Hampshire general court and the department of environmental services and other state agencies in promoting and regulating a restructured electric utility industry.*

Prior to this point, state regulators set retail customer rates to allow electric utilities to recover a return on their investments (profits) and prudently incurred costs for “vertically integrated” monopoly service — spanning wholesale electricity generation, transmission, local distribution and retail customer services (metering, billing, collections, call center operations and so on).

Restructuring sought to increase competition and technological innovation in the markets for electricity supply and retail customer services, by requiring electric utilities to divest of their generation portfolios, creating a Federally regulated regional electricity market or “Independent System Operator” (ISO New England is the market operator for New England), and allowing competitive electric power suppliers (CEPs) to offer electricity supply rates and other services to retail customers.

Customers that did not choose a competitive supplier were left on “default service” provided by the electric utilities — afterwards referred to as “electric distribution companies” — which continue to be regulated by the Public Utilities Commission. The distribution utilities periodically



hold auctions for competitive suppliers to bid against one another for the right to supply electricity to default service customers in large groups to competitive suppliers. (Refer to [Attachment 4](#) for additional details on this process.)

## Status of the Competitive Market

Nearly a quarter century has passed since the establishment of [RSA 374-F](#), and New Hampshire's competitive market has seen little growth since 2013. Four out of five customers remain on default service provided by the distribution utilities, and the customers that are on competitive supply only account for about half of total electricity usage.

Regulated distribution utilities continue to provide services that are not natural monopolies, and could therefore be available by competitive means, such as: default electricity supply, metering, meter data management, billing, and other retail customer services (such as demand response and energy storage for smaller customers).

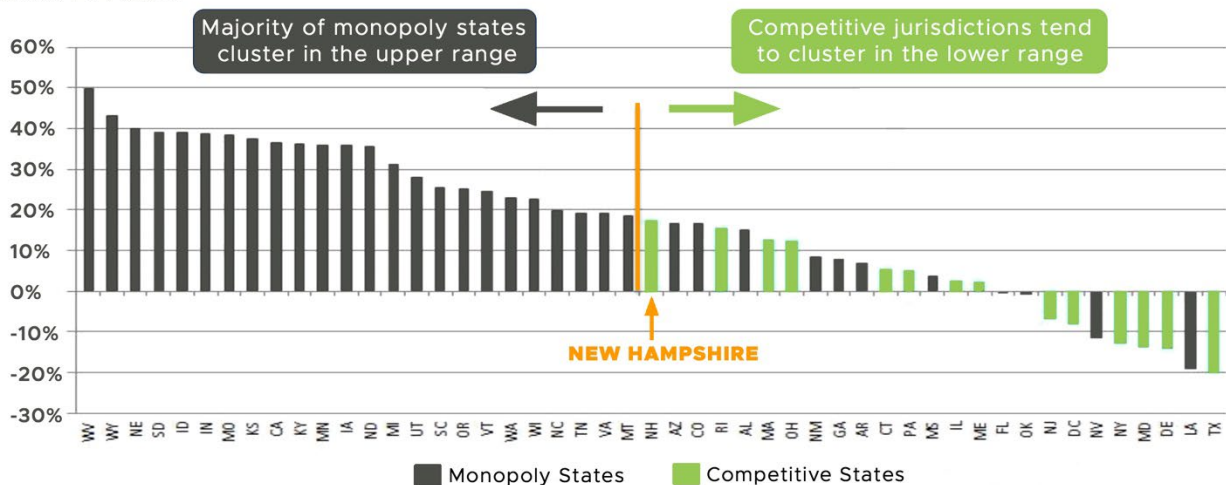
The continued reliance on utilities to provide these customer-facing services has necessitated state regulation over many aspects of the retail customer market. Utility regulation relies on administrative regulatory proceedings, which are necessarily more slow-moving and unable to respond to changing customer technologies and wholesale market dynamics (such as the increased price volatility caused by higher levels of renewable generation) compared to the nimbler, market-based framework envisioned under the Electric Utility Restructuring Act.

Residential customers, in particular, are not offered many rate options or clean technology innovations today: out of the twenty nine competitive suppliers currently offering service in New Hampshire, only nine offer service to residential customers (and only four serve customers in every distribution utility territory).

As a consequence, New Hampshire has fallen behind every other state with a restructured electricity market in terms of price competition:

### All Sector Price % Price Change by State, 2008-2019

Source: EIA 861M



Credit: *Retail Energy Supply Association, 2020.*

## The Community Power Act

In order to support the growth of competitive market services in alignment with The Electric Utility Restructuring Act, Senate Bill 286 and [RSA 53-E:6](#) have authorized towns, cities and counties to launch Community Power programs that replace distribution utilities as default suppliers of electricity to retail customers. The purpose of RSA 53-E is excerpted below:

*“The general court finds it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services. The general court finds that aggregation may provide small customers with similar opportunities to those available to larger customers in obtaining lower electric costs, reliable service, and secure energy supplies. The purpose of aggregation shall be to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.”*

To achieve this purpose, RSA 53-E:3 allows Community Power programs to enter into agreements and provide for:

*“the supply of electric power; demand side management; conservation; meter reading; customer service; other related services; and the operation of energy efficiency and clean energy districts adopted by a municipality pursuant to RSA 53-F and as approved by the municipality’s governing body.”*

RSA 53-E:3-a further provides Community Power programs with authorities and regulatory pathways to offer more advanced meters for customers, and to provide for alternative customer billing options. Both metering and billing services are important means by which Community Power programs will be able to better engage customers and offer more innovative services that lower the energy expenditures and carbon emissions for individual customers and communities.

To enable all municipalities to work together to achieve this purpose, RSA 53-E:3 provides that *“such agreements may be entered into and such services may be provided by a single municipality or county, or by a group of such entities operating jointly pursuant to [RSA 53-A.](#)”*

Community Power programs *“shall not be required to own any utility property or equipment to provide electric power and energy services to its customers.”* To ensure that utilities are fairly compensated for their continuing role in owning and operating the distribution grid, RSA 53-E:4(III) stipulates that:

*“Transmission and distribution services shall remain with the transmission and distribution utilities and who shall be paid for such services according to rate schedules approved by the applicable regulatory authority, which may include optional time varying rates for transmission and distribution services that may be offered by distribution utilities on a pilot or regular basis.”*

Enabling locally controlled Community Power programs, in order to exercise local control over these authorities and bring in third-party competitors to provide more innovative services on a community-wide scale, represents a viable and stable pathway to animate competitive retail markets across New Hampshire — and thus realize a lower-cost, more innovative and sustainable future for both our community and all Granite Staters.

Portsmouth is committed to using its local control authorities granted under RSA 53-E to accelerate innovation, customer and community choice in electricity supply, the creation of new economic value, and a sustainable and resilient future for our City and customers.

## Attachment 2: The Community Power Coalition of New Hampshire

Portsmouth is a member of the Community Power Coalition of New Hampshire (“CPCNH” or “the Coalition”), a nonprofit joint powers agency authorized under RSA 53-A and governed by participating communities under the terms of the Joint Powers Agreement.

The Coalition was incorporated as a governmental instrumentality and non-profit on October 1st, 2021, to provide for the launch and operation of Community Power Aggregation (CPA) programs on behalf of our Members throughout the state. CPCNH intends to launch power supply services in April to May 2023.

CPCNH will be funded through customer revenues, with no taxpayer subsidies. By law, each member’s CPA program is funded through program revenues; CPCNH’s budget is completely separate from the general funds of participating local governments. CPCNH’s participating local governments Members will share the administrative and general costs of CPCNH on a pro-rata basis, and to elect to share costs, on an individual basis, for operational services, pooled power purchases, and energy project development contracts.

CPCNH also engages at the Legislature and Public Utilities Commission on behalf of its members on matters related to energy and Community Power.

CPCNH will benefit Member communities by providing for the supply of cleaner and more locally produced electricity, innovative retail distributed energy and demand flexibility programs, policy engagement and public advocacy, competitive rates for residents, businesses, and municipal facility customers, and economic investment through the development of local programs, projects, and energy infrastructure.

Most, if not all, members anticipate relying on CPCNH as an energy services provider, for the provision of all-requirements electricity and retail customer services on behalf of their CPA programs, which will operate across all four distribution company service territories in the state: Eversource, Unitil, Liberty Utilities and the New Hampshire Electric Co-Op.

### **Governance Structure**

CPCNH is governed in accordance with our [Joint Powers Agreement](#), and overseen by a Board of Directors composed of the representatives appointed by participating local governments. CPCNH’s Board and committee meetings are subject to New Hampshire’s Right to Know Law and open to the public.

Going forward, the Board will be elected by vote of at the Annual Meeting of the Members, which is held every April, and will be composed of between eleven and twenty-one Directors elected from amongst the member representatives.

At present, the Board of Directors is currently composed of representatives (elected officials, municipal staff and volunteers serving on local energy committees) appointed by each of our local government Members to serve as either a Director or Alternate Director (each member has only one vote):

## CPCNH Board of Directors

Member	Officer	Director	Alternate
City of Lebanon	Chair	Clifton Below	Greg Ames
City of Portsmouth	Vice Chair	Kevin Charette	Peter Rice
Town of Enfield	Treasurer	Kimberly Quirk	Jo-Ellen Courtney
Town of Plainfield	Secretary	Evan Oxenham	Steve Ladd
Cheshire County		Terry Clark	Chris Coates
City of Nashua		Doria Brown	Deborah Chisholm
City of Dover		Christopher Parker	Jackson Kaspari
Town of Brentwood		Rick Labrecque	Tom Palma
Town of Canterbury		Kent Ruesswick	Howard Moffett
Town of Durham		Mandy Merrill	Nat Balch
Town of Exeter		Nick Devonshire	Julie Gilman
Town of Hancock		Jim Callihan	Robbie Hertneky
Town of Hanover		April Salas	Peter Kulbacki
Town of Harrisville		Andrea Hodson	Andrew Maneval
Town of Hudson		Craig Putnam	Kate Messner
Town of New London		Jamie Hess	Tim Paradis
Town of Newmarket		Toni Weinstein	Steve Fournier
Town of Pembroke		Matthew Miller	Jackie Wengenroth
Town of Peterborough		Steve Walker	Danica Melone
Town of Rye		Lisa Sweet	Howard Kalet
Town of Shelburne		Michael Prange	Ray Danforth
Town of Sugar Hill		Jordan Applewhite	Margo Conors
Town of Walpole		Paul Looney	Dennis Marcom
Town of Warner		Clyde Carson	George Packard
Town of Webster		Martin Bender	David Hemenway
Town of Westmoreland		Mark Terry	John Snowdon
Town of Wilmot		William Chasson	

CPCNH also conducts its business through the committees, each of which is composed of Member representatives drawn from across the state:

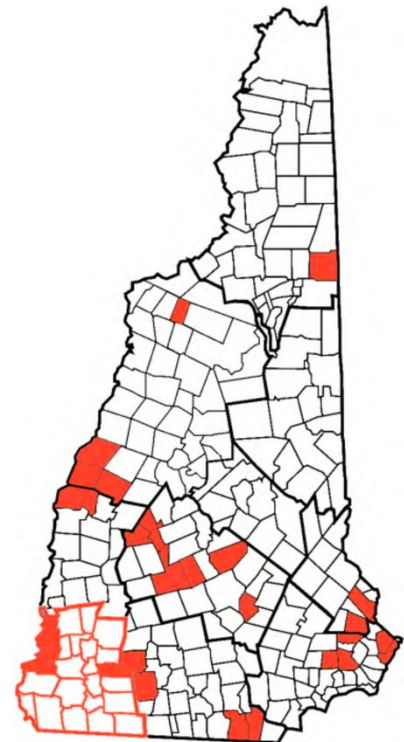
1. **Executive Committee:** bi-weekly and as-needed meetings of CPCNH’s Chair, immediate past-chair, Vice Chair, Treasurer, and Secretary. Authorized to act on behalf of the Board, on most matters, in instances where decisions may not wait until the next meeting of the Board.
2. **Finance Committee:** bi-weekly and as-needed meetings of 3 members. Responsible for advising the Treasurer and the Board as to the investments, budget, and general fiscal policy of CPCNH.
3. **Member Operations & Engagement Committee:** monthly and as-needed meetings of 8 members representing Dover, Durham, Hanover, Pembroke, Rye and Walpole, with additional advisors based in Peterborough and Hanover. Responsible for (1) assisting Members’ Electric Aggregation Committees through the Electric Aggregation Plan drafting and local approval process, and (2) recruiting new CPCNH Members by engaging with interested communities

4. **Risk Management Committee:** monthly and as-needed meetings of 8 members. Responsible for overseeing CPCNH’s competitive solicitation for services and credit support, for overseeing energy portfolio risk management procurement decisions, and for understanding and advising upon enterprise risk factors and mitigating strategies more broadly.
5. **Regulatory and Legislative Affairs Committee:** as-needed meetings of 4 members, Responsible for monitoring and advising CPCNH and its Members regarding regulatory and legislative engagement, and for appointing representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.
6. **CEO and Staff Search Committee:** as-needed meetings of 4 members. Responsible for developing a solicitation and hiring process for Board review and approval in preparation for hiring a CEO and key staff.
7. Additionally, prior to the launch of CPA programs, the Board will create an **Audit Committee** and **Governance Committee**, as required standing committees per our Joint Powers Agreement.

### Member Service Territory

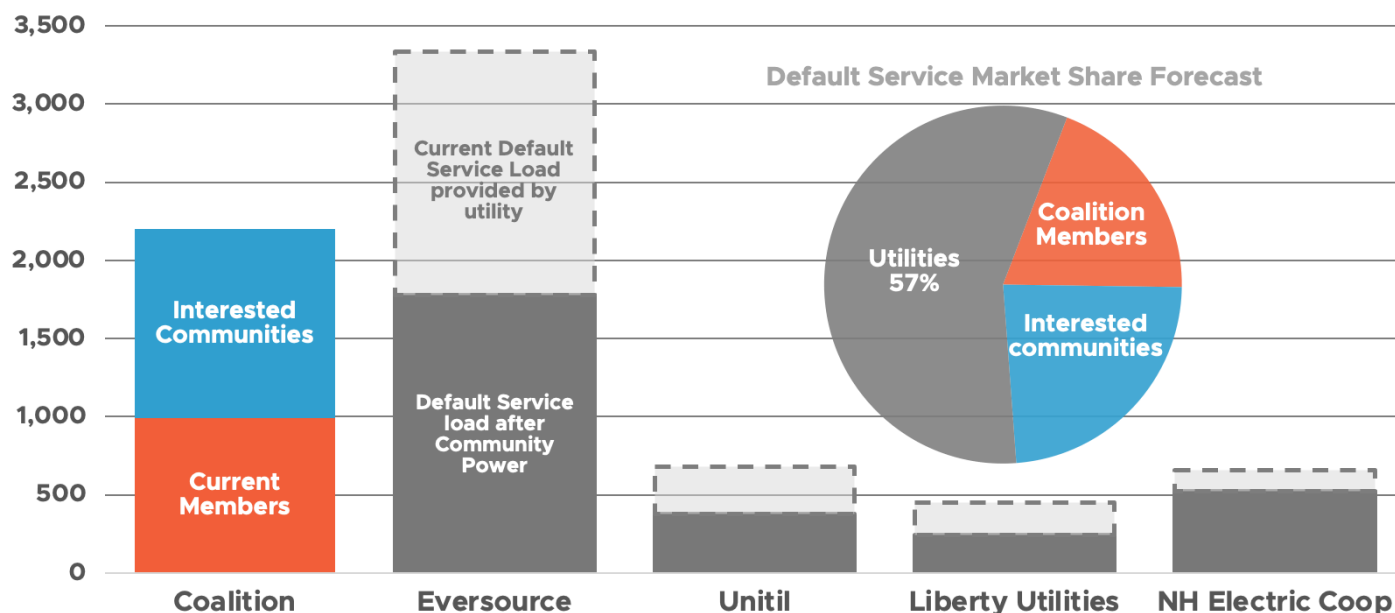
CPCNH’s twenty-seven current municipal members, which represent approximately 21% of New Hampshire’s population, intend to launch CPA programs in the next one to two years.

- The first wave of CPA programs is slated to launch between April and May of 2023, with service expansion to all current member territories thereafter (likely Q2 2024).
- At this point, CPCNH may serve ~110,000 customer accounts, provide ~900,000 MWh of electricity, and produce revenues of up to ~\$365 million per year (assuming full Member participation and retail pricing based on default utility rates in the current year).
- Over 30 additional local governments have expressed interest in joining CPCNH, which would increase representation to ~50% of New Hampshire’s population.
- CPCNH subsequently expects relatively robust member recruitment, and the launch of dozens of new CPA programs in next two to three years.



Consequently, as shown in the graph on the next page, CPCNH is positioned to become the largest default supplier of electricity in New Hampshire:

## Default Supply Service by Utility vs. Coalition (forecasted gigawatt-hours of electricity purchases)



### Organizational Capacity

The Coalition’s [Board, committees, and executive team](#) bring a great breadth and depth of experience to the organization with professional backgrounds that support CPCNH’s mission.

CPCNH is also supported by outside General Counsel ([Michael Postar](#) of [DWGP, P.C.](#) with NH advice from [Eli Emerson of Primer Piper, P.C.](#)) and two professional consultants ([Henry Herndon](#), of Herndon Enterprises, for member services, and [Samuel Golding](#) of Community Choice Partners, for technical advice and support).

Most recently, CPCNH has concluded a [competitive solicitation for services and credit support](#) and has executed contracts for \$750,000 in startup funding, \$9.5 million in credit support, and ~\$8 million to ~\$9 million in professional services to operate the power agency and expand CPCNH’s membership over the next three years:

1. [Ascend Analytics](#): energy portfolio risk management and procurement services, credit support (three lines of credit providing \$6 million for LSE and wholesale requirements, \$2.5 million for Ascend’s invoices, and \$1 million for non-Ascend third-party invoices), and overall implementation management and oversight (CPCNH’s critical path analysis is [online here](#); refer to pp. 37-54).
2. [Calpine Energy Solutions](#), for \$750,000 in startup funding and retail customer services: for Load Serving Entity (LSE) services, utility electronic data interchange (EDI), retail data management, and call center operations.
3. [River City Bank](#), for secure revenue “lockbox” account administration and various commercial banking services.
4. [Clean Energy New Hampshire](#) for member and community relations, media strategy and engagement, and related administrative services.

CPCNH's committee award reports and winning response materials are [online here](#).

CPCNH is in the process of contracting for accounting services, to implement an accounting system and controls for CPCNH.

## Staffing Strategy

CPCNH contracted with True Search for Executive Search Services to support hiring a CEO and aims to hire a CEO in the first quarter of 2023. The Board will support the CEO in filling key functional roles with highly qualified staff in managerial positions to provide oversight and initiative that guide's the evolution of the agency.

CPCNH anticipates that the CEO will recommend prioritizing staff capacity in the follow areas of expertise:

- Financial Management: Treasury support, budgeting, cash flow analysis, rate setting, financial controls and compliance, and reserve management.
- Retail Services: retail customer products and services, key account management and retention, and local programs.
- Energy Portfolio Management: contract valuation, procurement, power purchase agreements, portfolio strategy, and energy risk management analytics and reporting.
- Information Technology: enterprise data management and analytics.
- Regulatory and Legislative Affairs: engagement with the Legislature, NH Department of Energy, Office of the Public Advocate, Public Utility Commission, distribution utilities, and other stakeholders on energy policy and market issues impacting CPAs.

## Regulatory and Legislative Engagement

CPCNH carries out public information campaigns and routinely engages at the Legislature and Public Utilities Commission, often alongside the NH Office of Consumer Advocate, to advance consumer interests and protect and expand the authorities of our Members. [Board Chair Clifton Below](#), Assistant Mayor of the City of Lebanon, often leads the agency's regulatory and legislative engagement activities. Recent initiatives include:

- Authoring the Community Power Aggregation Act, [Senate Bill 286](#) (2019).
- Leading the informal rule drafting process for CPA administrative rules at the Public Utilities Commission by providing initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and helping to lead stakeholder workshops at the request of Commission staff.
- Negotiating amendments to [House Bill 315](#) (2021), which would have substantially changed and weakened CPA authorities as-introduced, to instead clarify and expand key CPA authorities — including by authorizing a Purchase of Receivables program. (Refer to CPCNH.)
- Drafting the CPA administrative rules and leading a public stakeholder process to negotiate final rule language which was adopted by the Commission ([docket DRM 21-135](#)).
- Intervening to advocate for the creation of a Statewide Data Platform to enable Green Button access to electricity and natural gas retail customer data, and to negotiate a settlement — recently adopted by the Commission — under which the platform would be governed by a



Governance Council of representatives that includes Chair Below on behalf of CPAs and municipalities across the state ([docket DE 19-197](#)).

- Advancing legislation, through multiple legislative sessions, that would properly credit CPAs sourcing power from Distributed Energy Resources under 5 MW and for reducing costs from energy charges, transmission charges, and capacity charges ([SB 321](#), 2022).
- Engaging on CPCNH’s behalf in [Docket IR 22-053](#) regarding the evaluation of default utility procurement requirements and the potential impact due to CPAs, among other matters.

## Purpose, Mission, Values & Power Enterprise Objectives

CPCNH is guided by the requirements and processes provided for under our Joint Powers Agreement, the decisions of our Members and Board of Directors, and the considerations that operating a competitive power enterprise entails.

### *Purpose of CPCNH*

The overarching objective of CPCNH is provided for in the [Joint Powers Agreement](#):

*The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D, all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations (“CPAs”); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good.*

### *Mission and Values*

CPCNH’s Board of Directors has subsequently adopted the mission and values below:

*Our mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. CPCNH will create value for our Community Power member municipalities by jointly contracting for services, developing projects and programs together, educating and engaging the public, and advocating for communities and customers at the Legislature and Public Utilities Commission.*

- 1. In carrying out its activities, CPCNH is guided by the following values:*
- 2. Embody an inspiring vision for New Hampshire’s energy future.*
- 3. Support communities to reduce energy costs and pursue economic vitality by harnessing the power of competitive markets and innovation.*
- 4. Support communities to implement successful energy and climate policies and to promote the transition to a carbon neutral energy system.*
- 5. Balance the interests of member communities who are diverse in demographics, geography and their energy goals.*
- 6. Use our shared expertise, leadership and skills to educate, empower and build the capacities*

*of our members.*

- 7. Help communities demystify the power sector to make informed decisions.*
- 8. Facilitate collaboration and teamwork by championing diversity, equity and inclusion of people and communities of all kinds.*

### *Power Enterprise Objectives*

CPCNH's immediate objectives in implementing CPA supply service in April to May 2023 were summarized in the Coalition's prior solicitation for services and credit support:

*While many of the broader benefits that CPCNH intends to create will be developed over time, the agency's immediate objectives are to:*

- 1. Procure a reliable supply of all-requirements electricity, inclusive of Renewable Portfolio Standard requirements, and satisfy all load-serving entity obligations on behalf of participating customers.*
- 2. Launch with default supply rates that "meet or beat" utility default service rates and maintain competitive default supply rates thereafter.*
- 3. Accrue reserve funds sufficient to ensure Members' long-term financial stability.*
- 4. Offer voluntary products that retail customers may opt-up to receive as well as Net Energy Metering supply rates that allow customer-generators to participate in the program.*
- 5. Ensure individual customers have excellent customer service experience every time they interact with CPCNH regarding their electric service and all account transactions.*
- 6. Guarantee that individual customer data is secure and protected against third party attacks, data breaches and inappropriate use.*

### **Coalition Energy Portfolio Risk Management, Rates, and Reserves Policies**

The Coalition's Members expect the agency to balance customer rate levels, renewable power content, and the accrual of program reserves on behalf of Member programs to meet their local policy objectives. The Board of Directors is incorporating these considerations and trade-offs regarding the prudent allocation of revenues into Energy Portfolio Risk Management, Rates, and Reserves policies, summarized as follows:

- **Energy Portfolio Risk Management Policy:** defines the risks associated with the procurement of the power supply, identifies those responsible for administering the various elements of the risk management policy (from procurement through daily operations and oversight), and sets policy parameters for managing, monitoring, and reporting on the risks associated with procuring and hedging the power supply portfolio. The policy will define the requirements and limits within which Members delegate their procurement authority to CPCNH.
- **Rates Policy:** ensures rates are set in a timely fashion to recover capital and operating costs of Member programs and that public notice and customer communication activities remain in compliance with statutory and Member Electricity Aggregation Plan requirements.
- **Financial Reserves Policy:** sets appropriate target levels (e.g., minimum and maximum contributions) to ensure CPCNH satisfies working capital requirements, procures energy at competitive rates, adheres to contractual covenants, covers unanticipated expenditures, supports rate stability, and progresses towards obtaining an investment grade credit rating. Member contributions to reserves will be tracked, and provided back to Members, pursuant

to any contractual obligations, if and when they choose to cease participating in the Coalition.

## Member Cost Sharing Agreement

The Coalition's Joint Powers Agreement provides certain requirements regarding how costs will be tracked and shared across participating Community Power programs, which must be formalized in a Cost Sharing Agreement executed with each Member before the Coalition may provide services for their Community Power program, as follows:

- Costs will be tracked in three distinct categories: direct project costs, member services, and general and administrative costs (which are overhead costs that are not associated with any specific project or member service).
- Member cost-sharing agreements will be the same in all material respects: general and administrative costs will be allocated based on each Community Power program's share of total electricity usage each year, while each member will choose and separately pay for the costs of specific services and projects (under terms that reflect a fair allocation across all the members that chose the same services and projects).

The debts, liabilities and obligations of the Coalition, and of other participating Community Power programs, will be non-recourse to Member communities (unless expressly agreed to by the Member under their Cost Sharing Agreement or a Project Contract).

## Attachment 3: New Hampshire's Renewable Portfolio Standard

New Hampshire's Electric Renewable Portfolio Standard ("RPS") statute, RSA 362-F, established the renewable energy policy for the State.

The RPS statute requires each electricity provider, including Eversource and Portsmouth Community Power, to meet a certain percentage of customer load by purchasing, generating, or otherwise acquiring Renewable Energy Certificates ("RECs"):

- One REC represents the renewable attributes of one megawatt-hour of electricity, or the equivalent amount of useful thermal energy.
- RECs are generated by certified renewable energy facilities for power that is physically delivered into the New England wholesale electricity market operated by ISO-New England (which means the power can come from within New England, New York, or eastern Canada).
- The New England Power Pool Generation Information System (NEPOOL GIS) issues and tracks RECs for the region.
- RECs are generally used for compliance in the same year as the renewable power was generated, though suppliers may "bank" RECs for up to two years to meet up to 30% of compliance requirements.

There are four distinct "classes" of renewable certificates under the RPS, each distinguishing between different technologies and dependent upon the year that the generators came online:

1. Class I is divided between thermal and non-thermal renewables:
  - Class I non-thermal electricity, from generators that came online after January 1, 2006: wind, solar, small hydroelectric, methane (biologically derived such as from anaerobic digestion of organic materials), biomass, hydrogen (from methane or biomass), ocean thermal, current, tidal or wave energy, and also biodiesel (if produced in state).
  - Class I thermal energy, from generators that came online after January 1, 2013 (and are producing thermal energy, rather than electricity): geothermal, solar thermal, biomass and methane.
2. Class II: solar generation that came online after January 1, 2006.
3. Class III: biomass & methane that came online before January 1, 2006.
4. Class IV: small hydroelectric that came online before January 1, 2006.

Electricity suppliers must obtain RECs for each of the four classes of renewables as a set percentage of their retail electric load, which increase on an annual basis (until plateauing after 2025, unless the RPS is raised in the future):

<b>Compliance Year</b>	<b>Total RPS Requirement</b>	<b>Class I Non-Thermal</b>	<b>Class I Thermal</b>	<b>Class II Solar</b>	<b>Class III Biomass &amp; Methane</b>	<b>Class IV Small Hydro</b>
<b>2020</b>	<b>20.70%</b>	8.90%	1.60%	0.70%	8.00%	1.50%
<b>2021</b>	<b>21.60%</b>	9.60%	1.80%	0.70%	8.00%	1.50%
<b>2022</b>	<b>22.50%</b>	10.30%	2.00%	0.70%	8.00%	1.50%
<b>2023</b>	<b>23.40%</b>	11.00%	2.20%	0.70%	8.00%	1.50%
<b>2024</b>	<b>24.30%</b>	11.90%	2.20%	0.70%	8.00%	1.50%
<b>2025 onwards</b>	<b>25.20%</b>	12.80%	2.20%	0.70%	8.00%	1.50%

Note the following flexibilities in meeting Class I requirements:

- Class I non-thermal requirements may be met with Class I thermal biomass and methane resources;
- Class I requirements may also be met with Class III (biomass & methane, thermal and non-thermal) or Class IV (small hydroelectric, non-thermal) resources that have been restored through significant investment or have otherwise begun generating in excess of historic baselines; and
- Solar that came online after January 1, 2006 may be used to satisfy Class II or Class I requirements.

Additionally, net metered customers (primarily customers with solar photovoltaics) that meet certain registration and administrative requirements can track and sell their RECs (which are accounted for in NEPOOL’s Generation Information System). Not all customers do, however, and the REC production from such customer generators are estimated by the Public Utilities Commission each year and applied to lower the Class I and Class II procurement requirements of the utilities and other suppliers.

If the electricity providers are not able to meet the RPS requirements by purchasing or acquiring renewable energy certificates, they must pay alternative compliance payments (ACPs). The funds are used for a variety of renewable programs in New Hampshire.

The result is that these alternative compliance payment prices essentially act as a price ceiling for the REC market in New Hampshire. The ACPs for RECs by class in recent years are:

<b>Inflation Adjusted Alternative Compliance Payment Rate (\$ per Megawatt Hour)</b>					
	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Class I (Non-Thermal)</b>	\$ 56.02	\$ 56.54	\$ 57.15	\$ 57.61	\$ 57.99
<b>Class I Thermal</b>	\$ 25.46	\$ 25.69	\$ 25.97	\$ 26.18	\$ 26.35
<b>Class II</b>	\$ 56.02	\$ 56.54	\$ 57.15	\$ 57.61	\$ 57.99
<b>Class III</b>	\$ 55.00	\$ 55.00	\$ 55.00	\$ 34.54	\$ 34.99
<b>Class IV</b>	\$ 27.49	\$ 28.00	\$ 28.60	\$ 29.06	\$ 29.44

For example, Eversource, Unitil and the New Hampshire Electric Cooperative have recently made alternative compliance payments instead of purchasing certain categories of RECs:

2019 Company	Alternative Compliance Payments (ACPs)					
	Class I	Class I Thermal	Class II	Class III	Class IV	Total
Liberty Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Hampshire Electric Cooperative	\$ -	\$ 187,192	\$ -	\$ -	\$ -	\$ 187,192
Eversource Energy	\$ -	\$ 519,893	\$ -	\$ -	\$ -	\$ 519,893
Unitil Energy Systems, Inc.	\$ -	\$ -	\$ 1,029	\$ -	\$ -	\$ 1,029
<b>Distribution Utilities Subtotal</b>	<b>\$ -</b>	<b>\$ 707,085</b>	<b>\$ 1,029</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 708,114</b>

For additional information on the Renewable Portfolio Standard, refer to:

- [New Hampshire's RPS statute \(RSA 362-F\)](#)
- [Public Utilities Commission RPS Website](#)
- [New Hampshire Renewable Energy Fund Annual Report \(1 October 2020\)](#)
- [UNH Sustainability Institute Study: New Hampshire RPS Retrospective 2007 to 2015](#)

## Attachment 4: Utility Default Procurement Cycles and Rate Setting

Portsmouth Community Power has a goal of maintaining competitive default rates compared to Eversource, while also offering voluntary products that retail customers may opt-in to receive.

The timing of the program's rate-setting decisions, and, to a certain degree, the procurement of electricity will need to consider when Eversource conducts these same activities (particularly for the program's default electricity product).

As context, Eversource, Liberty and Unitil all issue requests for proposals (RFPs) twice annually for competitive suppliers to assume load-serving entity obligations and supply default customers with electricity for six-month "strip" periods, with suppliers bidding to serve individual "tranches" or segments of customers by class.

The procurement schedules, tranches and rate practices for each distribution utility are:

- **Eversource** (Public Service Company of New Hampshire): issues RFPs in May and November with bids due in early to mid- June and December for suppliers to begin serving customers in August and February, offering four ~100 MW tranches to serve small customers and a single tranche to serve large customers (five tranches in total). Retail rates are fixed over the six-month period for small customers and vary by month for large customers.
- **Liberty**: follows the same supplier RFP schedule and retail pricing as Eversource but (1) solicits supply for small customers in a single six-month block tranche and for large customers in two, consecutive three-month block tranches (three tranches total), and (2) allows bidders to include and price RPS compliance obligations separately (as an additional product).
- **Unitil**: issues RFPs in March and August for delivery beginning in June and December, offering tranches of residential, small commercial, outdoor lighting and large customers classes (four tranches). The large customer RFP is structured in a distinct fashion, in that it passes through market costs for energy and so suppliers compete to price capacity, congestions, ancillary services, etc. for the large customer tranche over the six-month term; retail rates reflect these load-serving entity costs along with the pass-through of real time locational marginal market prices (which are load-weighted by the entire class' hourly load shape i.e., not the individual large customer's usage profile). Retail rates for the residential, small commercial, and outdoor lighting classes are fixed over the six-month term, though customers have the option to choose variable monthly pricing if the election is made prior to the start of the next six-month term.

Supplier bids are priced in dollars per megawatt-hour (\$/MWh) on a monthly basis and generally exclude Renewable Portfolio Standard (RPS) compliance obligations (called "Renewable Energy Certificates" or "RECs"), though Liberty Utilities allows RECs to be bid as a separate product. Distribution utilities typically procure most or all of their supply of RECs through competitive solicitations held separately from the auctions for default electricity service.

New Hampshire's RPS requires all electricity suppliers to procure or otherwise obtain RECs for four distinct "classes" of renewables, each distinguishing between different technologies and dependent upon the year that the generators came online.

For 2021, Eversource is required to include 21.6% renewable energy in their energy supply. This minimum compliance requirement will increase incrementally to 25.2% by 2025 and remain fixed thereafter, absent an increase in the RPS requirement by the NH legislature.

Refer to [Attachment 3](#) for further details on the RPS.



## Attachment 5: Overview of Utility Net Energy Metering Tariffs

### Discussion of Utility Net Metering, Group Net Metering and Low-Moderate Income Solar Project Tariffs

Under the net metering process, customers who install renewable generation or qualifying combined heat and power systems up to 1,000 kilowatts in size are eligible to receive credit or compensation for any electricity generated onsite in excess of their onsite usage.

Any surplus generation produced by these systems flows back into the distribution grid and offsets the electricity that would otherwise have to be purchased from the regional wholesale market to serve other customers.

The credits and compensation customer-generators receive for electricity exported to the grid are defined under Net Energy Metering (NEM) tariffs offered by Eversource, Liberty, Unitil and the New Hampshire Electric Cooperative.

The Public Utilities Commission (PUC) regulates the investor-owned distribution utilities' Net Energy Metering (NEM) tariffs in accordance with [PUC Rule 900](#) and [RSA 362-A:9](#) (refer to [RSA 362-A:9, XIV](#) specifically for Group Net Metering statutes). The NH Electric Cooperative member elected Board of Directors sets their net-metering tariff rather than the PUC. Note that for the three investor-owned distribution utilities:

- NEM tariffs offered by the utilities underwent a significant change several years ago;
- Customer-generators that installed systems before September 2017 may still take service under the "NEM 1.0" tariff ("standard" or "traditional" NEM); whereas
- Systems installed after August 2017 must take service under the "NEM 2.0" tariff ("alternative NEM")
- NEM 1.0 customers are allowed to switch to taking service under the NEM 2.0 tariff, but cannot subsequently opt-back into NEM 1.0 (with limited exceptions, e.g., participation in certain pilot programs).

Under both tariffs, customer-generators are charged the full retail rate for electricity supplied by Eversource and receive credits for electricity they export to the grid for some (but not all) components of their full retail rate. Refer to the next subsection for tables comparing NEM 1.0 to 2.0 tariffs.

To appropriately measure and credit customer-generators taking service under a NEM tariff, Eversource installs a bi-directional net meter that records each kilowatt-hour (kWh) supplied to the customer from the grid and also each kWh that flows back into the grid. This data is recorded and collected on a monthly billing-cycle basis.

For NEM 1.0 tariff systems (installed before September 2017), any kWh exported to the grid are netted against kWh consumed. If there is a net surplus of kWh at the end of the monthly billing period (i.e., more power was exported to the grid by the customer-generator than was consumed) those surplus or negative kWh are carried forward and can be used to offset future kWh consumption (so the customer only pays for their "net" energy consumption).

For NEM 2.0 tariff systems (installed after August 2017), all customer-generators receive a monetary credit for each kWh that is exported valued at 100% of their default electricity supply

rate component for the month. Smaller systems (up to 100 kilowatts in size) additionally receive credits for 100% of the transmission component and 25% of the distribution component of their retail rate. (Larger systems, up to 1,000 kilowatts in size, only receive full credit for the electricity supply rate component.)

Note that most customer-generators in Portsmouth Community Power are expected to be taking service under NEM 2.0 tariffs going forward.

Any credits that accumulate over time are tracked and used to offset the customer-generator's future electricity bills. Customers may also request to cash-out their surplus credit once a year, after their March billing cycle, if the balance exceeds \$100 (or any balance in the event of moving or service disconnection). NEM 1.0 surplus balances are tracked as kWh credits and are converted to dollars at wholesale avoided costs, while NEM 2.0 surplus balances are tracked as monetary credits directly (in dollars). Note that these cash-outs are treated as taxable income by the Internal Revenue Service (IRS). Payments of \$600 or more remitted to the customer are accompanied by a 1099 form for the IRS. Utilities may also issue IRS Form 1099s for smaller amounts.

Alternatively, Group Net Metering is a process that allows any customer-generator to share the proceeds of their surplus generation credits to directly offset the electricity bills of other customers, which is financially more advantageous and can increase the effective value of the system. All the members in the group need to be within the same distribution utility service territory but may be served by different suppliers, including by Portsmouth Community Power. The credits are calculated based on the host site's NEM tariff and retail rate, and payments are credited to offset the electricity bills of each member directly by the utility (if the customers are billed for supply by the utility). These allocations are governed by a Group Net Metering Agreement between the host customer-generator and group members, which is part of the registration process overseen by the Public Utilities Commission.

Note that larger systems (up to 1,000 kilowatts in size) actually have to register as group hosts in order to qualify for net metering in the event that the customer-generator exports more than 80 percent of the power produced onsite to the distribution grid. Additionally, if the electricity exported from larger systems exceeds the total electricity usage of the group on an annual basis, the credit for the residual amount (e.g., electricity exported in excess of the group's total usage) is re-calculated based on the utility's avoided cost of electricity supply. This rate is lower than the NEM credit based on the customer-generator's retail rate, and results in a downward payment adjustment issued by the utility to the host customer. Residential systems under 15 kilowatts, however, are not subject to this adjustment.

Most recently, a Low-Moderate Income (LMI) Community Solar Project option has been implemented under Group Net Metering. The program currently provides an incentive of 3 cents per kWh (dropping down to 2.5 cents after July 2021) in addition to the host site's NEM credits, and solar systems may be either rooftop or ground-mounted systems. To qualify, groups must include at least five residential customers, a majority of which are at or below 300 percent of the federal poverty guidelines, and non-residential customers cannot account for more than 15 percent of the total projected load in the group.

Lastly, all group hosts (except for residential systems under 15 kilowatts) must file an annual report with the Public Utilities Commission and their utility that includes the annual load of the

host and members, annual total and net surplus generation of the host site system, and additional information for Low-Moderate Income Community Solar Projects.

In addition to NEM credits, all customer-generators have the option of selling the Renewable Energy Certificates (RECs) produced by their systems. This can provide an additional revenue stream to customer-generators, but requires a separate REC meter, registration, and ongoing reporting requirement.

Alternatively, the Public Utilities Commission estimates the RECs that could be produced by all customer-generators who do not separately meter and sell their RECs and lowers the Renewable Portfolio Standard procurement requirements for all load-serving entities by an equivalent amount.

### Comparison of Utility “Standard” and “Alternative” Net Energy Metering Tariffs

The tables below compare the two tariff structures, which offer different credits to customers depending on the size of their installed system:

**Net Energy Metering (NEM) Credit on Net Monthly Exports to Grid**

	<b>NEM 1.0</b> <i>“Standard NEM”</i> <i>Offered prior to 9/1/2017</i>	<b>NEM 2.0</b> <i>“Alternative NEM”</i> <i>Effective 9/1/2017</i>
<b>Large Systems</b> <i>100 Kilowatts to 1 Megawatt</i>	Full credit (at the customer’s retail rate) for electricity supply <u>only</u>	
<b>Small Systems</b> <i>≤ 100 Kilowatts</i>	Full credit for electricity supply, distribution, transmission, System Benefits, Stranded Cost & Storm Recovery charges	Full credit for electricity supply and transmission; 25% credit for distribution & no credit for other charges

As shown in the table above, levels of compensation for small customer-generators (with systems up to 100 kilowatts) were lowered, such that these customers no longer receive full compensation on their distribution rate component or several other small charges (e.g., the System Benefits, Stranded Cost and Storm Recovery charges).

Additionally, the NEM 2.0 tariff modified the type of credit, and the ways credits for surplus generation are tracked and refunded, for both small and large customer generators:

- Under NEM 1.0, any surplus generation would be tracked as a kilowatt-hour (kWh) credit, which was carried forward to offset the customer’s consumption (and bill) in future months. For any kWh credits remaining on an annual basis (at the end of March each year), such customers have the option of either continuing to bank their credits to offset future usage, or to convert the kWh credit into a monetary credit, at a rate set by the Public Utilities Commission (typically ~3 to 5 cents per kilowatt-hour) and to apply the amount to their account or receive a check for the amount owed.
- Under NEM 2.0, kWh credits are automatically converted into a monetary credit every month,

valued at the customer’s retail rate for that specific month. Customers have the option of either carrying the credit forward to offset to their electricity bill in future months or may receive the refund directly as a check.

The crediting mechanism under NEM 1.0 was relatively more advantageous for customers in one respect. Solar systems generate more power in the spring and summer months relative to other seasons; consequently, the credits that customer-generators would accrue during the summer months would offset their consumption in the winter months on a one-to-one, kWh per kWh basis. This is advantageous because winter supply rates are above summer rates on average.

In another respect, NEM 2.0 offers an advantage to customers that accrue surplus credits over the course of the year, because the surplus is calculated based on components of the customer’s retail rate — which is higher than the ~3-5 cents per kilowatt-hour value that is applied to convert NEM 1.0 kWh credits into a monetary credit whenever customers elect to cash-out their surplus.

These changes are summarized in the table below, and apply to all customer-generators regardless of system size:

<p style="text-align: center;"><b>NEM 1.0</b></p> <p style="text-align: center;"><i>“Standard NEM”</i></p> <p style="text-align: center;"><i>Offered prior to 9/1/2017</i></p>	<p style="text-align: center;"><b>NEM 2.0</b></p> <p style="text-align: center;"><i>“Alternative NEM”</i></p> <p style="text-align: center;"><i>Effective 9/1/2017</i></p>
<p>kWh credit carried forward.</p> <p>May be refunded at a rate calculated by the Public Utilities Commission (typically ~3 to 5¢ per kWh).</p>	<p>kWh converted to monetary credit automatically each month.</p> <p>Monetary credit carried forward as a bill credit or refundable.</p>

Additional details may be found in the Eversource, Liberty and Unitil tariffs and the Public Utilities Commission website:

- [Eversource Tariffs](#)
- [Unitil Tariffs](#)
- [Liberty Utilities Tariffs](#)
- [PUC overview of Net Metering](#)
- [PUC graphic explanation of NEM 1.0 vs. NEM 2.0.](#)

### Net Energy Metering Systems by Utility Territory

According to the most recent [Energy Information Agency \(EIA\) Form 861m data](#), there are about 11,000 customer-generators taking service under Net Energy Metering tariffs in New Hampshire, with a cumulative installed capacity of approximately 140 megawatts (in terms of nameplate capacity in alternating current, or “AC”). Estimated numbers of customer-generators and installed capacity by technology are summarized below:

- Solar photovoltaics: ~120 megawatts (MW) and 10,760 customer-generators; note that:
  - Group Net Metering accounts for an additional ~1.5 MW serving fifty six customers;

and

- Sixteen residential customers, in addition to solar photovoltaics, also have battery storage systems with a cumulative capacity of 175 kilowatts (an average size of ~11 kilowatts per customer).
- Onsite wind: 412 kilowatts (kW) and seventy two customer-generators.
- “Other” technologies (presumably, small hydro or qualifying combined heat and power systems, or “CHP”): ~17.5 megawatts (MW) and fifty five customer-generators.

The table below provides the number of customer-generators in each distribution utility territory:

**Number of Net Metered Customer-Generators by Technology**

	Customer-Generators by Technology			Subsets of Solar PV Customers		
	Total	Wind	Other (CHP or Hydro)	Solar PV	Group Net Metering	Battery Storage
<b>Eversource</b>	7,949	37	52	7,860	21	0
<b>Unitil</b>	1,066	3	1	1,062	0	0
<b>Liberty Utilities</b>	724	1	0	723	22	16
<b>NHEC</b>	1,204	31	2	1,171	13	0
<b>Total</b>	10,943	72	55	10,816	56	16

The number of customer-generators by customer class with onsite solar photovoltaic systems, total installed capacity, and average solar system size in each utility territory are provided for reference in the tables below.

Note that these tables do not include Group Net Metered systems and participating customers within groups and reflect only installed solar photovoltaic system capacity (i.e., exclusive of onsite battery storage capacity).

**Net Metered Solar Photovoltaic Systems: Number of Customer-Generators**

	Residential	Commercial	Industrial	Total Customer-Generators
<b>Eversource</b>	7,195	630	35	7,860
<b>Unitil</b>	973	61	6	1040
<b>Liberty Utilities</b>	633	77	0	710
<b>NH Electric Coop</b>	1,065	81	4	1,150
<b>Total</b>	<b>9,866</b>	<b>849</b>	<b>45</b>	<b>10,760</b>

**Net Metered Solar Photovoltaic Systems: Total Installed Capacity (MW-AC)**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Total Installed Capacity (MW-AC)</b>
<b>Eversource</b>	54.15	29.66	5.09	88.91
<b>Unitil</b>	7.40	2.30	0.73	10.43
<b>Liberty Utilities</b>	4.78	5.12	0.00	9.90
<b>NH Electric Coop</b>	7.61	2.46	0.60	10.66
<b>Total</b>	73.94	39.54	6.42	119.90

**Net Metered Solar Photovoltaic Systems: Average System Size (kW-AC)**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Average System Size (kW-AC)</b>
<b>Eversource</b>	7.5	47.1	145.5	66.7
<b>Unitil</b>	7.6	37.8	121.2	55.5
<b>Liberty Utilities</b>	7.6	66.5	N/A	24.7
<b>NH Electric Coop</b>	7.1	30.3	149.0	62.2
<b>Average</b>	<b>7.5</b>	<b>45.4</b>	<b>138.6</b>	<b>52.3</b>

## Attachment 6: Portsmouth Community Power Net Metering, Group Net Metering and Low-Moderate Income Solar Project Opportunities

Please refer to Attachment 5: [Overview of Utility Net Metering Tariffs](#) as context for this section.

[RSA 362-A:9, II](#) grants Community Power programs broad statutory authority to offer customer-generators new supply rates and terms for the generation supply component of Net Energy Metering (NEM). The relevant statutory authority is quoted in full below:

*“Competitive electricity suppliers registered under RSA 374-F:7 and municipal or county aggregators under RSA 53-E determine the terms, conditions, and prices under which they agree to provide generation supply to and credit, as an offset to supply, or purchase the generation output exported to the distribution grid from eligible customer-generators. The commission may require appropriate disclosure of such terms, conditions, and prices or credits. Such output shall be accounted for as a reduction to the customer-generators’ electricity supplier’s wholesale load obligation for energy supply as a load service entity, net of any applicable line loss adjustments, as approved by the commission. Nothing in this paragraph shall be construed as limiting or otherwise interfering with the provisions or authority for municipal or county aggregators under RSA 53-E, including, but not limited to, the terms and conditions for net metering.”*

Portsmouth Community Power intends to offer a NEM generation rate and terms to customers with onsite renewable generation eligible for net metering from Eversource. Note that any non-supply related components of the Net Energy Metering tariff (e.g., credits for transmission and distribution) will continue to be provided to customer-generators directly by their utility.

How Portsmouth Community Power calculates, accounts for and provides NEM credits to participating customer-generators for the different types of eligible system sizes, customer types and group configurations will have a number of important financial and practical implications for the program and customers in the City.

Portsmouth Community Power also anticipates encountering practical challenges of an operational nature in administering net metering and group net metering programs. This is partly because net energy metering continues to evolve in response to new policy and regulatory requirements, and the day-to-day processes that govern the coordination between the program, participating customers and Eversource are subject to refinement and change over time.

Portsmouth Community Power will be one of the first default aggregation programs to launch in Eversource’ service territory, and the process of transferring significant numbers of NEM customers may cause unanticipated issues due to the metering, billing and data management requirements of this subset of customers. Portsmouth Community Power will maintain close coordination with Eversource to expeditiously resolve any such issues that may occur.

For example, Portsmouth Community Power may decide to separately issue supply bills to customers that have installed systems after September 2017.

The advantage in dual-billing this subset of customers stems from what is essentially an accounting irregularity in how Eversource’ billing system and PUC policies currently treat customer-generators taking service under the NEM 1.0 tariff, which applies to systems installed

before September 2017, versus the NEM 2.0 tariff, which applies to all systems installed after that date. As context:

- The cumulative surplus generation exports of net metered customer-generators will decrease the amount of electricity that Portsmouth Community Power will have to purchase from the regional power market to supply other customers in the program. The surplus generation from both NEM 1.0 and NEM 2.0 customer-generators will be tracked and netted out from the program's wholesale load obligations by Eversource for this purpose.
- However, for the purpose of netting out of the program's Renewable Portfolio Standard (RPS) compliance requirements, the surplus generation from NEM 1.0 customers is tracked and accounted for differently than it is for NEM 2.0 customers:
  - Surplus generation from NEM 1.0 customers is tracked as a kWh credit that is carried forward to offset the customer's future electricity supply requirements; these kWh credits will be counted as an offset that decreases the total electricity supplied by the program to retail customers in aggregate — which lowers the program's RPS compliance obligation.
  - Surplus generation from NEM 2.0 customers is tracked as a monetary credit that is carried forward to offset the customer's future electricity bills; even though the monetary credit is calculated each month based on every customer's kWh surplus generation, the monetary credit is treated as a re-sale or delivery of power generated by NEM 2.0 customer and provided to other participating customers through the program — it is not treated, in other words, as an offset that decreases the total electricity supplied by program to retail customers in aggregate — and therefore does not lower RPS compliance obligations in the same way.

The practical consequence of this accounting treatment is that Portsmouth Community Power would have to purchase Renewable Energy Certificates for the amount of surplus generation supplied by NEM 2.0 customer-generators (but not NEM 1.0 customer-generators) in the same way as if the program had imported that amount of electricity from the regional wholesale market.

- Taking on the responsibility of billing this subset of NEM 2.0 customers directly may allow Portsmouth Community Power to track and account for the impact of their surplus generation in ways that lower the program's RPS compliance obligations and costs. Specifically, the program could credit customers currently on the utility's NEM 2.0 tariff in the same way that NEM 1.0 customers are credited (i.e., using kWh credits to track surplus generation on the supply portion of the bill). Note that RSA 362-A:9,II explicitly grants Community Power programs the flexibility to offer net metered customers either:
  - A *“credit, as an offset to supply”* for their surplus generation, which is equivalent to the NEM 1.0 tariff accounting practices; or
  - To *“purchase the generation output exported”* which is equivalent to how the NEM 2.0 tariff tracks surplus generation.

Exercising the first option listed above, by offering NEM 2.0 customers a kWh credit tracked as an offset to supply, would allow Portsmouth Community Power to harmonize the accounting treatment of NEM 1.0 and 2.0 surplus generation for the purpose of program RPS compliance reporting. This would help lower program rates and is an option that the program



may therefore find cost-effective to implement.

Additionally, certain customer-generators currently receiving IRS Form 1099 taxable income from monetary credits under Eversource' NEM 2.0 tariff may benefit financially from receiving kWh credits for the supply portion of their monthly surplus generation instead.

While dual billing is typically avoided — as it is less convenient for most customers to receive a separate bill from their utility and supplier — customers with onsite generation systems tend to be highly informed on energy issues and respond positively to more active engagement with both their utility and supplier.

Consequently, dual billing may enhance customer satisfaction, awareness and ongoing participation in the program for customer-generators. Furthermore, dual billing could be done electronically, which is more convenient for the customer and will be less costly for the program than sending paper bills.

Furthermore, Portsmouth Community Power may be able to create additional value for customer-generators through a combination of dual billing, assistance with metering upgrades and time-varying rate structures. For example:

- Many customer-generators with solar systems may benefit from local programs that help them reduce their full energy bill costs;
- Providing the customer with a separate supply-only bill would allow Portsmouth Community Power to also offer a time-varying rate (which may not otherwise be available through Eversource' billing system);
- Upgrading to an interval meter (if the customer does not have one) and installing onsite battery storage, combined with a time-varying rate, may enable the customer-generator to further lower their overall bill by shifting their pattern of electricity usage at times of high-power prices and constrained generation and transmission capacity. This could also help to manage and lower the program's electricity supply costs in aggregate as well, and thus benefit all participating customers.

Similarly, Portsmouth Community Power may be able to streamline the process and cost of installing REC production meters for customer-generators that don't already have one. By registering customer-generators and purchasing their RECs for their onsite power generation Portsmouth Community Power could use them to satisfy part of the program's overall RPS compliance requirements. This would allow the program to source RECs locally and would provide an additional source of revenue for customer-generators in the City.

Portsmouth Community Power also intends to evaluate ways to enhance the value of the NEM credits that customers receive overall, from both the program and Eversource. For example, customer-generators may benefit by becoming hosts in Group Net Metering, including by establishing a Low-Moderate Income Solar Project group. The program may be able to streamline the process required to do so, which entails:

- Matching customers interested in becoming members with prospective group hosts;
- Executing a Group Net Metering Agreement together;
- Registering the group with the Public Utilities Commission and Eversource; and
- Thereafter filing annual compliance reports.

Lastly, NEM tariffs are subject to revision and Portsmouth Community Power, through the Coalition, intends to work with Eversource, participate in Public Utilities Commission proceedings and engage at the Legislature on issues that impact how the tariffs evolve going forward.

Customers are increasingly adopting new energy technologies and expect to be offered rates and services that provide them with new choices and fair compensation based on their investment; the program's ability to assist customers in these ways is heavily dependent on how state policies and utility regulations evolve over time.

Portsmouth Community Power will seek to represent the interests of our community and customers in these matters.

## Attachment 7: Portsmouth's Public Planning Process

The Portsmouth Energy Advisor Committee (PEAC) was established by a 9-0 City Council vote on August 23, 2021. Its purpose was to review the risks and opportunities of a Community Power program under RSA 53E and recommend to the council whether to proceed. The review included a review of the benefits and risks of joining the Community Power Coalition of New Hampshire.

Through a series of presentations and meetings, the Committee educated itself on the different models for Community Power. In particular the Committee looked at the broker model and the portfolio manager model, interviewing officials from Keene that used the broker model, and town officials from Hanover, Lebanon and CPCNH to learn about the portfolio model and the Coalition. They also interviewed independent experts in the energy aggregation field.

The committee concluded that Community Power

- Is an effective way to decarbonize electricity consumption as a community.
- Empowers consumers and provides the opportunity to reduce greenhouse gases.
- Has strong likelihood of lowering costs for green power compared with the status quo.
- Can also include lower cost supply options comparable to default service.
- Provides the community greater flexibility in managing their own energy needs.

PEAC was reappointed by the new council in January 2022, and on February 22<sup>nd</sup>, 2022 recommended the city join Powers Agreement to become a member. Such a motion was approved 9-0.

On July 11, 2022 the City Council authorized the Portsmouth Energy Advisory Committee to create an Energy Aggregation Plan per RSA 53-E, including two public hearings, for review and vote of the council, with the understanding that its approval in 2023 would create a Community Power program for Portsmouth.

The committee has subsequently worked closely with CPCNH to draft a plan. On June 29<sup>th</sup>, 2022 PEAC sponsored a Community Power information night with presentations and community dialogue. The committee used input from that session as well as city policies to develop the goals section of its Energy Aggregation Plan.

A community wide survey was distributed on January 20, 2023 to all residents and businesses within the City to engage their interest in the services and benefits of community power. See results in attached presentation.

## Attachment 8: City Policy Excerpts

Portsmouth Renewable Energy policy as of March, 2018

*“The City Council adopts this Renewable Energy Policy to move Portsmouth towards becoming a “Net Zero Energy” community where, on a source energy basis, the actual energy consumed on an annual basis is less than or equal to locally generated renewables energy. The following levels are to be pursued concurrently by relying on improving energy efficiency, increase renewable energy for electricity, and, over time, increasing renewable and clean energy for both heat and transportation:*

*Level I focuses on Municipal Government Operations achieving Net Zero.*

*Level II focuses on the Portsmouth Community, including residences, businesses, and other non-municipal users such as the Pease Development Authority, achieving Net Zero Energy. Level II will also seek to examine low-income residents and environmental justice-related issues within the context of Portsmouth’s Renewable Energy Policy.*

*Level III focuses first on all vehicles originating in and second on vehicles traveling through the City of Portsmouth achieving Net Zero Energy. Level II will also seek to examine low-income residents and environmental justice related issues within the context of Portsmouth’s Renewable Energy Policy.”*

<https://files.cityofportsmouth.com/files/planning/renewableenergypolicy.pdf>

2018 Renewable Energy Committee report

*Recommendation 23: The City of Portsmouth should consider investigating and analyzing opportunities for the City of Portsmouth to develop, promote, or otherwise encourage the production of renewable electricity for use by the Community.*

*Recommendation 24: The City of Portsmouth should consider exploring for future study forming a municipal or joining a cooperative utility and becoming a utility scale renewable energy generator.*

*Recommendation 25: If the City of Portsmouth forms a municipal or cooperative utility and becomes a utility scale renewable energy generator, it should consider retaining and retiring or selling excess RECs to other entities through the NEPOOL GIS.*

*Recommendation 26: The City of Portsmouth should consider exploring Community Choice Aggregation to purchase and/or generate electricity.*

<https://files.cityofportsmouth.com/files/planning/RenewableEnergyCommitteeFinalReportandRecommendationswithAppendixC.pdf>

## Attachment 9: How Load Serving Entity Services will be Implemented

Portsmouth Community Power will implement Load Serving Entity (LSE) services, for the purpose of procuring or selling electricity on behalf of customers participating in the aggregation.

This plan assumes, but does not require, that the City will participate fully in and rely on the services provided through the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Portsmouth Community Power.

### The Role & Responsibility of Load Serving Entities

A Load Serving Entity (LSE) is an entity that has registered with ISO New England (ISO-NE, the nonprofit regional wholesale electricity market operator) as a market participant and assumes responsibility for securing and selling electric energy and related services to serve the demand of retail customers at the distribution level (i.e., homes and businesses).

As context, every retail customer in New Hampshire (and across New England) is assigned to a specific Load Serving Entity at all times:

- Customers on utility default service are periodically re-assigned to whichever Competitive Supplier has won the utility's most recent auction or the utility as LSE.
- Similarly, customers are assigned to a different Load Serving Entity whenever they are transferred to CPA service on an opt-out default basis, choose to opt-in to take service from the CPA, or switch to a Competitive Supplier of their choosing.

Consequently, all Competitive Suppliers and Community Power Aggregators (CPAs) in New Hampshire are required to either:

1. Register as a Load Serving Entity with ISO-NE; or
2. Contract with a third-party that has agreed to be the Load Serving Entity responsible for the Competitive Supplier's or CPA's customers.

To ensure that customers receive firm power supply, there are a variety of services that need to be performed and electrical products that must be procured or otherwise provided. The required products and services are referred to as "all requirements energy" (or alternatively, "full requirements service").

The role of Load Serving Entities is to provide, arrange for, or otherwise pay for the cost of providing all requirements energy to customers. The majority of these requirements are defined by the ISO-NE wholesale market operator, which is subject to Federal oversight, but certain requirements are defined by the state in which the LSE registers to serve customers (Renewable Portfolio Standard requirements, for example).

In New Hampshire, full-requirements energy is defined as the provision or cost of (1) electrical energy, capacity, and reserves (including transmission and distribution losses); (2) ancillary services, congestion management, and transmission services (to the extent not already provided by the customer's utility); (3) the costs associated with complying with New Hampshire's Renewable Portfolio Standard (i.e., the cost of purchasing Renewable Energy Credits or, if an insufficient number of credits is procured, the cost of Alternative Compliance Payments); and (4) other services or products necessary to provide firm power supply to customers (i.e., because

the definition and requirements of the above products and services are subject to change over time).

Each of the above products and services is procured, provided, and accounted for in different ways, through market mechanisms and regulated processes that have been designed to accommodate the unique characteristics of the product or service in question.

Given the complex and capital-intensive nature of providing all requirements electricity to customers, Load Serving Entities are subject to significant state and Federal oversight, in terms of registration, reporting, and financial security requirements.

The web pages below provide current information regarding Load Serving Entity registration, financial security, and renewal requirements to operate in ISO-NE and New Hampshire:

- ISO-NE: [New Participant Registration Instructions](#)
- NH PUC: [Forms for Competitive Electric Power Suppliers and Electric Load Aggregators](#)
- Eversource: [Electric Information for Suppliers & Aggregators](#)
- Unitil: [Energy Supplier Resources](#)
- Liberty Utilities: [Become a Liberty Utilities Approved Supplier](#)
- New Hampshire Electric Cooperative: [Supplier Information](#)

### **Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)**

The City currently anticipates that it will contract with CPCNH, as an all-requirements joint powers agency, for the provision of LSE services, all requirements energy supply and all other energy services required to implement and operate Portsmouth Community Power.

### **CPCNH Provision of Load Serving Entity Services**

In 2022, on behalf of the City and CPCNH's other Member communities, each of which are in various stages of authorizing Community Power Aggregations, CPCNH conducted a competitive solicitation process to solicit and contract for Comprehensive Services and Credit Support.<sup>2</sup>

As a result of the competitive solicitation process CPCNH selected and has contracted with Calpine Energy Solutions for Retail Data Management, Billing Services, and a number of other retail customer solutions. CPCNH selected and has contracted with Ascend Analytics for Portfolio Risk Management Services, credit support, and certain other services, including running a competitive RFP process to identify the best organization to provide LSE Services. An affiliate of Calpine Energy Solutions was selected as the most advantageous entity to provide LSE Services and CPCNH is in the process of finalizing arrangements and the contract for LSE Services, along with the other firms described in [Attachment 2: Community Power Coalition of New Hampshire, Organizational Capacity](#) to provide additional services required to launch and operate CPAs.

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<sup>2</sup> CPCNH's Request for Proposals for Comprehensive Services and Credit Support, and additional supporting reference documentation, including the draft Business Plan for CPCNH, are posted online here: <https://www.cpcnh.org/solicitations>.

## Responsibilities of the City of Portsmouth

As a result of CPCNH's successful solicitation and contracting strategy, the City may now contract for and authorize CPCNH to provide comprehensive services and credit support (inclusive of LSE services) to implement and operate Portsmouth Community Power.

- LSE services may be implemented as follows: CPCNH may contract directly for LSE services with a third-party that is registered or will register with ISO-NE as a market participant and Load Serving Entity, satisfies all applicable financial security and other registration requirements with ISO-NE, the Commission, and NH's distribution utilities, and has contractually agreed to assume responsibility for providing all requirements energy on behalf of Portsmouth Community Power's customers.

Typically, such a third-party would additionally provide portfolio management services and credit support and assist CPCNH in structuring and maintaining a portfolio of physical and financial contracts to provide all requirements energy to participating customers. At a certain future point, CPCNH may be positioned to register with NEPOOL and ISO-NE as a market participant and Load Serving Entity directly.<sup>3</sup>

This implementation option essentially replicates the approach and structure employed by the New Hampshire Electric Cooperative, which actively manages an all-requirements energy portfolio, accrues financial reserves, and provides LSE services for default service customers.

Additionally, note that the Town of Hanover (whose Member director and alternate director are both members of CPCNH's Risk Management Committee and participated in the proposal evaluations) is already a market participant and Load Serving Entity for the Town's load obligations.

- CPCNH may alternatively contract with one or more Competitive Electric Power Suppliers to provide LSE services and all requirements electricity to customers at a pre-specified rate for a set length of time. Under this arrangement, the Competitive Supplier would either be the designated Load Serving Entity or would contract with a third-party that has agreed to be the Load Serving Entity responsible for the CPA's customers.

This implementation option would essentially replicate the same approach and structure employed by NH's regulated distribution utilities (Eversource, Unitil and Liberty Utilities), under which customers are periodically re-assigned to whichever Competitive Suppliers have won the utilities' default service solicitations.

- CPCNH may also propose a combination of the above approaches for the City's consideration.

In the event that the City does not contract with CPCNH to provide LSE and other services to Portsmouth Community Power, then the City may contract to implement LSE services independently, either with a third-party LSE acting as the City's agent or with a Competitive Electric Power Supplier (CEPS) that contracts to provide LSE services for customers taking service from Portsmouth Community Power.

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<sup>3</sup> Refer to CPCNH's draft Business Plan for further details, available under RFP Reference Materials online at: <https://www.cpcnh.org/solicitations>

The City will ensure that contracts entered into provide for the implementation of LSE services and full requirement energy supply for customers participating in Portsmouth Community Power.



## Attachment 10: Customer Data Protection Plan

Portsmouth Community Power will protect and maintain the confidentiality of Individual Customer Data in compliance with its obligations as a Service Provider under RSA Chapter 363 ( [RSA 363:38](#) and [RSA 363:37](#) (“*privacy policies for individual customer data; duties and responsibilities of service providers and definitions*”) and other applicable statutes and Public Utilities Commission rules.

Individual Customer Data (ICD) includes information that is collected over the course of providing energy services to customers participating in Portsmouth Community Power and that, singly or in combination, can be used to identify specific customers, including: individual customer names, service addresses, billing addresses, telephone numbers, account numbers, electricity consumption data, and payment, financial, banking, and credit information.

As described herein, the City of Portsmouth is responsible for ensuring that reasonable security procedures and practices are implemented and maintained to protect the confidentiality of Individual Customer Data from unauthorized access, destruction, modification, disclosure, or use.

This plan assumes, but does not require, that the City will participate fully in the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Portsmouth Community Power.

### Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)

CPCNH is a Joint Powers Agency authorized under RSA 53-A (“*Agreements Between Governments: Joint Exercise of Powers*”) and RSA 53-E:3 (“*Municipality and County Authorities*”). CPCNH’s [Joint Powers Agreement](#) expressly authorizes the agency to:<sup>4</sup>

- “[C]omply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs”;
- “Make and enter into contracts” and “[m]ake and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH’s affairs”; and
- “[D]o all acts permitted... as well as any act necessary, consistent with New Hampshire law to fulfill the purposes” set forth under the agreement, which include assisting “member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing ... Community Power Aggregations”.

CPCNH has solicited for and contracted with third-parties to provide comprehensive services and credit support to launch Member CPA programs. CPCNH has adopted Energy Portfolio Risk Management, Retail Rates, Financial Reserves, and Data Security and Privacy policies to govern CPA operations.

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<sup>4</sup> From Section 2.3, Powers, of the By-Laws of CPCNH, found at pages 21-22 of the JPA, available here: <https://www.cpcnh.org/files/ugd/202f2e601bfada901c4a89a1c2812a0638090a.pdf>, and more specifically §2.3.11, §2.3.6, §2.3.9, and §2.3 introductory paragraph. Similar language is also in the Articles of Agreement.

CPCNH's adopted Data Security and Privacy Policy is linked to below.<sup>5</sup> The policy defines the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of confidential information

CPCNH's Board has also adopted a Cost Sharing Agreement and Member Services Contract, which Members will execute prior to taking CPA service from CPCNH.

### ***CPCNH Request for Proposals for Comprehensive Services and Credit Support***

In April, 2022, CPCNH issued a Request for Proposals for Comprehensive Services and Credit Support and subsequently contracted with qualified third-parties to provide comprehensive services and credit support to enable CPCNH to develop, finance, launch, and operate CPAs.

In November, 2022, CPCNH selected Calpine Energy Solutions, LLC to provide Retail Customer Services, inclusive of services required to ensure the confidentiality of ICD and executed a Master Professional Services Agreement with Calpine Energy Solutions, LLC. Services are inclusive of Member CPA start-up and customer enrollment support services, utility and Electronic Data Interchange (EDI) services, customer information system, customer call center and engagement support services, billing administration, and other services.

For additional information regarding the use of customer data, and expected operational needs of CPCNH, refer to (1) the RFP at pp. 20-23<sup>6</sup> and to (2) the RFP Addendum #2 (issued May 24, 2022), at pp. 11 in response to Questions 15.<sup>7</sup> The latter is excerpted below, and provides a concise summary of CPCNH's requirements to ensure the confidentiality of ICD:

#### ***Regarding Customer Privacy Compliance:***

*[RSA 53-E:4](#), VI, requires CPAs to maintain the confidentiality of individual customer information in compliance with their obligations as service providers under [RSA 363:37](#) (Definitions) and [RSA 363:38](#) ("Privacy Policies for Individual Customer Data; Duties and Responsibilities of Service Providers"). [RSA 53-E:7](#), X also requires the Public Utilities Commission to adopt Administrative Rules for CPAs governing "access to customer data" and other matters.*

Calpine Energy Solutions, LLC has demonstrate physical and cybersecurity readiness sufficient to ensure customer data is held in strict confidence — e.g., through audits in accordance with the American Institute of Certified Public Accountants Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Service Organizational Controls (SOC) Reports, periodic network vulnerability assessments, etc. — and is contractually required to maintain the confidentiality of individual customer data pursuant to [RSA 363:38, V\(b\)](#) and applicable Public Utilities Commission rules.

Refer to the PUC's [Adopted CPA Administrative rules \(Chapter Puc 2200\)](#), specifically the definitions in Puc 2202.07 ("Confidential customer information") and Puc 2202.02 ("Anonymized"), and Puc 2205.02 ("Application of Puc 2000 to CEPS When Providing Electricity Supply to CPA Customers").

As CPCNH's retail customer services provider, Calpine Energy Solutions, LLC will comply with

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<sup>5</sup> CPCNH adopted Data Security and Privacy Policy:

[https://drive.google.com/file/d/1oU9KvV20zAU85AYKQohifyGudG9bNX\\_V/view?usp=sharing](https://drive.google.com/file/d/1oU9KvV20zAU85AYKQohifyGudG9bNX_V/view?usp=sharing)

<sup>6</sup> [https://www.cpcnh.org/files/ugd/202f2e\\_e781638c123d4cf3977358f845081313.pdf](https://www.cpcnh.org/files/ugd/202f2e_e781638c123d4cf3977358f845081313.pdf)

<sup>7</sup> Pages 11-12 at [https://www.cpcnh.org/files/ugd/202f2e\\_8ceed8824453482c902a8a0fa1ab826c.pdf](https://www.cpcnh.org/files/ugd/202f2e_8ceed8824453482c902a8a0fa1ab826c.pdf).

relevant portions of the PUC's current Administrative Rules for Competitive Electric Power Suppliers and Aggregators (Chapter Puc 2000). Refer to [Chapter Puc 2000](#), Puc 2002.09 (definition of "Confidential Customer Information") and Puc 2004.19 ("Protection of Confidential Customer Information"), which is proposed to apply to CEPS providing electricity supply service to CPA customers pursuant to Puc 2205.02 under the PUC's CPA Administrative Rules.

The Request for Proposals and evaluation process was overseen by CPCNH's Risk Management Committee, composed of CPCNH Member municipality representatives, with additional support from (1) independent experts with experience operating Community Power Aggregation Joint Powers Agencies, and (2) CPCNH's General Counsel, DWGP, P.C., a nationally recognized law firm with substantial expertise in the Community Power and broader public power industry.

CPCNH's Risk Management Committee evaluated, ranked, and selected Calpine Energy Solutions, LLC as a vendor with a proven track record of successful qualification for EDI transactions and protection of confidential customer information, including what is characterized as ICD under RSA 363, and other relevant factors.

- Refer to CPCNH's RFP at p.2 for a summary of the substantial domain expertise participating on the Risk Management Committee and proposal evaluation process.
- For example, the committee includes a Member Director who previously worked for Eversource for 26 years, where he was responsible for deploying and/or operating Eversource's Customer Information System and day to day interface with competitive electric suppliers and was most recently the Director of Eversource's Customer Center Operations.

#### *CPCNH Requirements to Access and Use of Individual Customer Data*

In CPCNH's capacity as a service provider to the City, the agency and third parties contracted through CPCNH to provide services to Portsmouth Community Power will need to access and use ICD for operational needs and for the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs on behalf of Portsmouth Community Power.

Third parties under contract to CPCNH that may require access to ICD on behalf of Portsmouth Community Power may include CEPS (Competitive Electric Power Suppliers) functioning as Load Serving Entities (LSEs) for the supply of all requirements energy, or other third-party vendors providing Load Serving Entity (LSE) services on behalf of CPCNH, as well as portfolio management, Electronic Data Interchange (EDI), Customer Information System (CIS), billing, accounting, and related services, and other contractors and academic institutions under contract to support the research and development of potential new energy services to offer to customers participating in Portsmouth Community Power.

Specific types of ICD that Portsmouth Community Power, CPCNH, and third parties under contract are expected to receive and possess include:

- Name, address, account number, and other information about electric customers within the City for purposes of sending required notification of Portsmouth Community Power Commencement of Service and enrollment of customer in Portsmouth Community Power, consistent with Puc 2204.04, .05, and .06, as adopted by the PUC and the requirements of [RSA 53-E:7](#), III, V, and VI.
- Individual customer information used for operation of Portsmouth Community Power, such as that in Puc 2205.13, most of which may be accessed through the EDU EDI.
- Other confidential customer information that may be received or collected directly by Portsmouth Community Power or CPCNH, or through sources other than the EDU due to customer participation in particular related programs or services, billing operations, other customer services, or that may be volunteered by customers, will likewise only be used for statutorily authorized purposes as ICD.

Ongoing collection and use of individual customer data of the types described in Puc 2205.13 will be used for both:

1. **General operational needs** for retail power supply and related energy services operational needs, such as load and supply forecasting, portfolio management, billing and audit processes, and for research and development of potential new energy services to offer to customer participants; and
2. **Programmatic and customer-specific services and offerings**, such as responding to customer account queries, opt-in rates or demand side management for customers with flexible demand, distributed generation or storage, and interval meters; and other energy services that may be offered including programs for LMI participants that are qualified in the Electric Assistance Program (EAP).

In compliance with [RSA 363:38](#) and [RSA 363.37](#), CPCNH and third parties contracted through CPCNH that require access to ICD to provide services to Portsmouth Community Power will be contractually required to:

- Implement and maintain reasonable security procedures and practices appropriate to the nature of the ICD.
- Protect ICD from unauthorized access, use, destruction, modification, or disclosure.
- Use ICD solely for primary purposes, such as: complying with the provisions of RSA 53-E:7, II; providing or billing for electrical service; meeting system, grid, or operational needs; researching, developing, and implementing new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs; and for research and development of potential new energy services to offer to customer participants.
- Collect, store, use, and disclose only as much ICD as is necessary to accomplish the aforementioned primary purposes.
- Not use ICD for a secondary commercial purpose unrelated to the aforementioned primary purposes of the contract without the express consent of the customer.
- Return or permanently delete all ICD after contract termination and deliver a certificate, signed by an authorized representative, stating that all ICD has been returned or

permanently deleted and that all materials based on ICD has been destroyed, as appropriate (i.e., except for copies necessary for tax, billing, or other financial purposes).

Additionally, if CPCNH contracts with one or more Competitive Suppliers to provide Load Serving Entity services to participating customers, or brokers to support operations in a capacity that would require access to ICD, then the Competitive Suppliers and/or brokers would additionally be required to comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which are excerpted below in the section “Statutory and Rule Requirements” for reference.

### Responsibilities of the City of Portsmouth

The City currently anticipates that it will contract for all requirements electricity supply and related energy services through CPCNH, as a joint powers agency, and that the primary acquisition and use of ICD will be through CPCNH and the vendors placed under contract to provide comprehensive services for the operation of Portsmouth Community Power.

The City Manager shall review that CPCNH has adequate policies, procedures and measures in place to protect confidential information and that contractual requirements consistent with the City’s obligations to protect ICD as required under [RSA 363.37](#), [RSA 363:38](#) and [RSA 53-E:4](#), VI, and consistent with PUC rules, including Puc 2004.19 and its non-disclosure restrictions, are incorporated into any contracts with CPCNH, or any other third parties that are authorized to access ICD on behalf of the City before executing any such contracts.

The City expects contracts and policies to provide for:

- Third-party security assessment requirements regarding: Information Security Management; Personnel Security; Systems Development and Maintenance; Application Security; System Security; Network Security; Data Security and Integrity; Access Control; and Vulnerability Management.
- Third-party security requirements including: (1) User Account and Access Controls to ensure that only authorized individuals have access to ICD for legitimate primary purposes under RSA 368:38, which may include the need for non-disclosure agreements; (2) Handling of Sensitive Data Protocols to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure; (3) Breach Reporting, including obligations to report a security breach as defined in [RSA 359-C:19](#), V and required by [RSA 359-C:20](#) and any other applicable laws, rules, or utility requirements for data breach reporting; (4) Plan for deletion and destruction ICD when it is no longer necessary to accomplish primary purposes pursuant to RSA 368:38; and (5) Prohibitions on use of ICD for a secondary commercial purpose not related to the primary purpose of vendor’s contract without the express consent of the customer.
- Third-party documentation and reporting requirements regarding, as applicable: Audit Reports (e.g. SSAE 16/SOC Report); Documentation describing Control practices used to review sub-vendors; Maintenance of an Information Security Program; Training Program for Employees on Cyber Awareness; Background checks performed for all employees with access to ICD; Immediate Data Breach reporting to appropriate parties; and any material changes in Data Security practices since prior review and approval.

Lastly, in the event that the City does not contract with CPCNH to provide energy services to Portsmouth Community Power, then the City will develop and adopt policies and contracts that ensure compliance with the City's obligations as a Service Provider to protect and maintain the confidentiality of ICD under [RSA 363:38](#), [RSA 363.37](#) and other applicable statutes and Public Utilities Commission rules prior to directly collecting, storing, using, or disclosing any ICD or contracting with other Competitive Suppliers, brokers and/or other third-party vendors that require access to ICD.

### Additional References: Statutory and Regulatory Requirements

The sections below are provided for additional reference, and summarize the different requirements that apply to (1) Community Power Aggregators and Service Providers, (2) brokers and Competitive Electric Power Suppliers (CEPS) that provide Load Serving Entity services under contract to Community Power Aggregators, and (3) access to ICT through the Multi-Use Energy Data Platform authorized under RSA 378:50-54 (if and when it becomes operational).

#### *Statutory Requirements for Community Power Aggregators & Service Providers*

Statutory requirements regarding the use of Individual Customer Data for Community Power Aggregators are summarized below:

- [RSA 363:37](#), I defines Individual Customer Data (ICD) as *“information that is collected as part of providing electric, natural gas, water, or related services to a customer that can identify, singly or in combination, that specific customer, including the name, address, account number, quantity, characteristics, or time of consumption by the customer.”*
- [RSA 363:38](#), IV requires Service Providers to *“use reasonable security procedures and practices to protect individual customer data [ICD] from unauthorized access, use, destruction, modification, or disclosure.”*
- [RSA 53-E:4](#), VI provides that Community Power Aggregations (CPAs) *“shall be subject to RSA 363:38 as service providers and individual customer data shall be treated as confidential private information and shall not be subject to public disclosure under RSA 91-A”*.
  - The definition of Service Provider under [RSA 363:37](#), II includes *“an aggregator, as defined by RSA 53-E:2, II...and any other service provider that receives individual customer data [ICD]...”*
  - [RSA 53-E:2](#), II defines an *“aggregator”* in this context as *“any municipality or county that engages in aggregation of electric customers within its boundaries”*.
  - RSA 53-E:2, VI further defines *“municipality”* in this context as *“any city, town, unincorporated place, or village district within the state.”*
- [RSA 363:38](#), II requires Service Providers to: *“(a) Collect, store, use, and disclose only as much individual customer data [ICD] as is necessary to accomplish primary purposes, and (b) Use individual customer data solely for primary purposes.”*
- [RSA 363:37](#), III defines “[p]rimary purpose” as *“the main reason for the collection, storage, use, or disclosure of individual customer data [ICD] which is limited to: (a) Providing or billing for electrical or gas service. (b) Meeting system, grid, or operational needs. (c) Researching, developing, and implementing new rate structures and tariffs, demand response,*

*customer assistance, energy management, or energy efficiency programs.”*

- [RSA 53-E:4](#), VI further authorizes approved Community Power Aggregations to “*use individual customer data to comply with the provisions of RSA 53-E:7, II and for research and development of potential new energy services to offer to customer participants.*”
- [RSA 363:38](#), V(b) further makes clear that a Service Provider may disclose ICD “*to a third party for system, grid, or operational needs, or the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs*” — provided that the Service Provider “*has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the data for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.*”
- [RSA 363:38](#), V(c) provides that “[n]othing in this section shall preclude a service provider from disclosing electric, natural gas, or water consumption data required under state or federal law, or which is identified as information subject to warrant or subpoena or by an order of the commission.”
- [RSA 363:38](#), V(a) makes clear that ICD may be aggregated and used for “*analysis, reporting, or program management after information that identifies an individual customer has been removed.*”

#### *Additional Requirements Specific to Brokers & Competitive Suppliers*

Pursuant to Puc 2205.02 under the PUC's CPA Administrative Rules, brokers and Competitive Suppliers that are hired by municipalities to manage and operate Community Power Aggregations and provide Load Serving Entity services to participating customers must comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which is excerpted below for reference along with Puc 2002.09 (*Confidential Customer Information*).

Note that the use of the term “aggregator” throughout Puc 2004.19 below refers to brokers and does not refer to or otherwise apply to Community Power Aggregators.

As context, these requirements are part of the Commission’s [Chapter Puc 2000 rules](#) (*Competitive Electric Power Supplier and Aggregator Rules*), which apply to Competitive Suppliers and brokers— referred to as “CEPS” and “aggregators” below, respectively — and are expressly not applicable to “*municipalities or counties providing electricity or aggregating within the boundaries of participating municipalities under RSA 53-E*” (Community Power Aggregators) per Puc 2001.02 (*application of rules*).

***Puc 2002.09 “Confidential customer information”*** means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes the customer name, address, and account number and the quantity, characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking, and credit information.

...

***Puc 2004.19 Protection of Confidential Customer Information.***

*(a) No CEPS or aggregator shall, except as permitted under (c) below or as otherwise required by law, release confidential customer information without express written authorization from the customer.*

*(b) A CEPS or aggregator shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the service provided to the customer, without the express written consent of the customer.*

*(c) A CEPS or aggregator may disclose to a third party subject to non-disclosure restrictions confidential customer information as necessary for any one or more of the following purposes:*

- (1) Billing for electric service;*
- (2) Meeting electric system, electric grid, or other operational needs;*
- (3) Implementing any one or more of the following programs:*
  - a. Demand response;*
  - b. Customer assistance;*
  - c. Energy management; and*
  - d. Energy efficiency.*

*(d) For purposes of this section, the term “non-disclosure restrictions” means that the CEPS or aggregator has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.*

*(e) A customer granting authorization to release confidential customer information for purposes described in the terms and conditions of service shall satisfy the requirement in (a) above.*

*(f) A CEPS or aggregator granted agency authority shall be deemed authorized to obtain customer usage information when it has received customer authorization as described in Puc 2004.08 or Puc 2004.09.*

*(g) In the event of a dispute about the release of confidential customer information, including whether the information is or should be confidential, a CEPS, aggregator, or customer may file a complaint with the commission for resolution.*

***Additional Requirements for the Multi-Use Energy Data Platform***

If and when the Multi-Use Energy Data Platform (Platform) authorized under RSA 378:50-54 becomes operational, Portsmouth Community Power and any third-parties under contract that



require access to ICD sourced from the Platform — such as CPCNH and third-parties contracted through CPCNH — will be required to comply with any Platform User Requirements, Privacy Standards, Annual Attestations, and obligations to report a security breach pursuant to terms of Settlement Agreement conditionally approved by the PUC in [DE 19-197](#) and detailed in Exhibit C of the Agreement found in [Exhibit 1B](#) and as may be actually implemented.



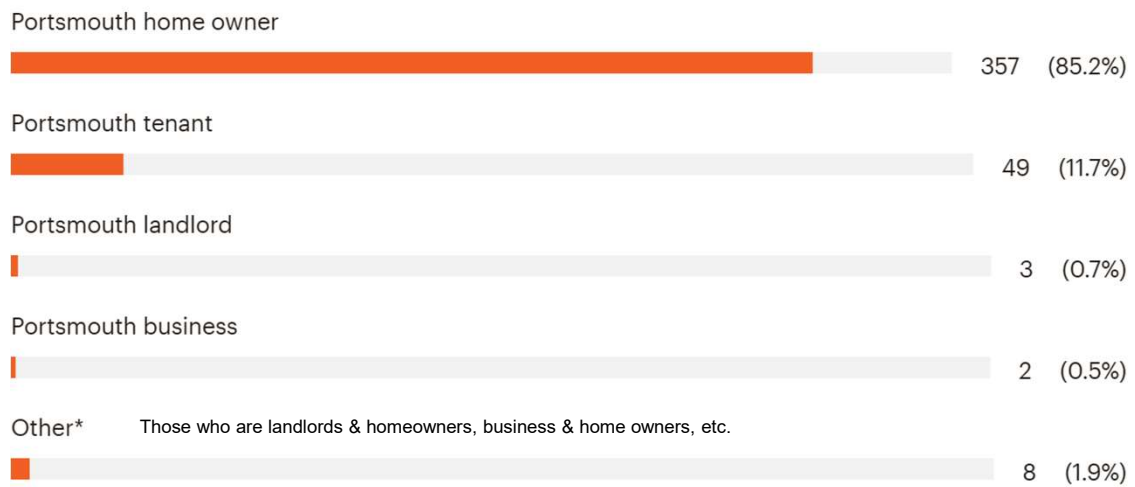
# Portsmouth Community Power

## *Survey Results Overview*

*January 19 - February 8, 2023*

1

## 419 Participants



2

## “Who is your electricity supplier?”

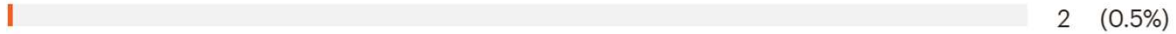
Eversource



Third-party supplier/Other



I don't know.



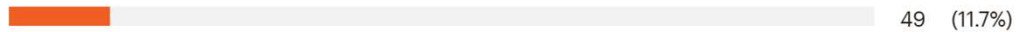
3

## “If your answer to Question 1 was Eversource, why did you make that choice?”

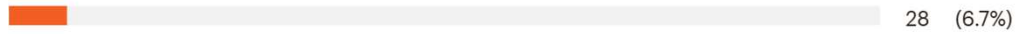
I didn't know I had an option



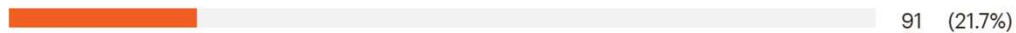
I have no reason to look for a different supplier



I tried to switch but could not find a supplier with better rates



Other\* “Laziness,” lack of trust, “didn't know how to switch,; etc.

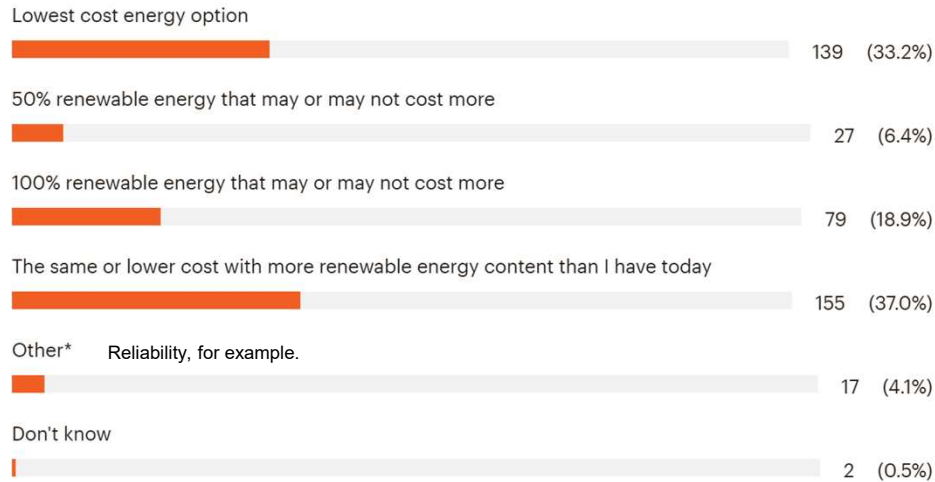


Not applicable



4

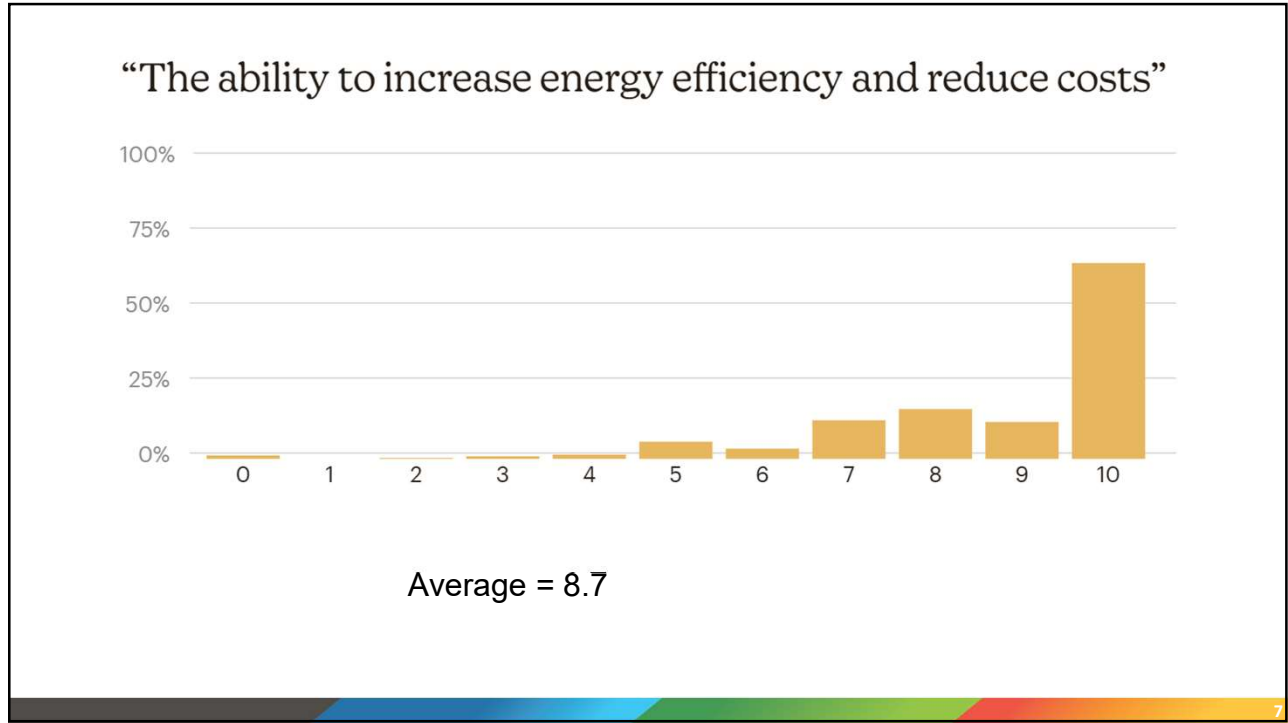
“Which option would be most important to you in the Portsmouth Community Power program?”



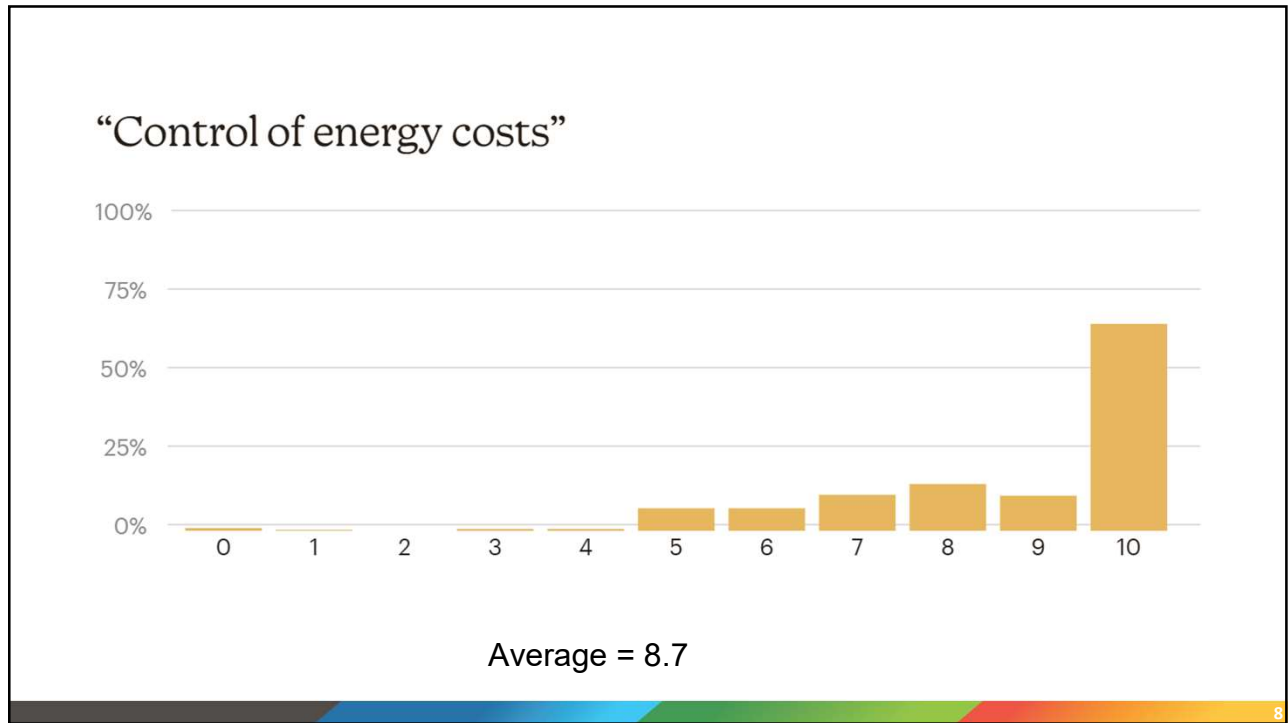
5

What survey participants want to see  
from Community Power –  
ranking the options on a scale  
from low importance = zero  
to high importance = 10

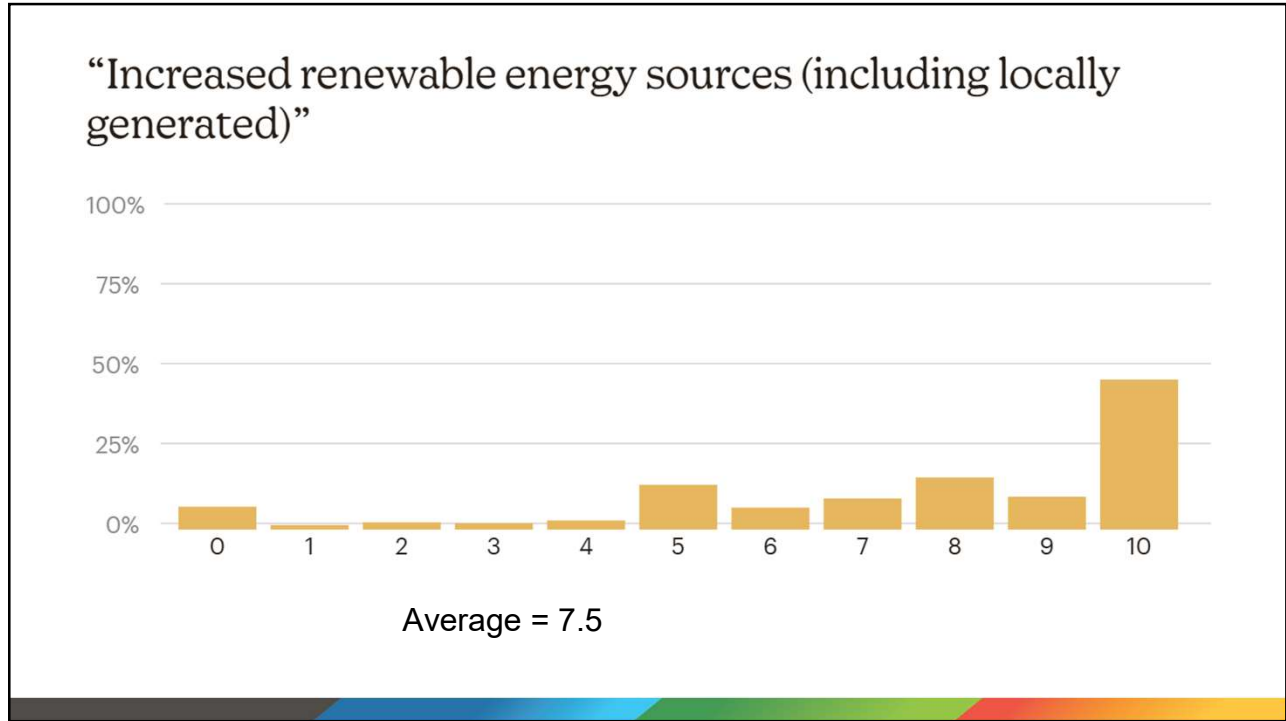
6



7



8



9

**Portsmouth Community Power**  
*CityofPortsmouth.com/city/Portsmouth-community-power*

10

FOR COMMUNITIES, BY COMMUNITIES.

# CPCNH Update

# Portsmouth City Council Work Session



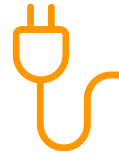
February 13, 2023

**COMMUNITY  
POWER COALITION**  
OF NEW HAMPSHIRE



# What is Community Power?

New Hampshire cities, towns, and counties can become **default electricity provider** for their residents + businesses and provide related services.



Pooled Purchasing Power  
for **Energy Supply**

Utility Company  
**Delivers Power**

Communities Benefit from  
**Value Added Services &  
Programs**

*Economies of Scale*

*Grid Reliability*

*Lower Rates &  
Product Choices*

[RSA 53-E, Relative to Aggregation of Electric Customers by Municipalities & Counties](#)

Customers may switch back to utility default supply or take service from a Competitive Supplier

Community Power programs must be paid for out of revenues received from participating customers



# Community Power Coalition of New Hampshire

Community-governed power supplier — launching Community Power programs in April 2023

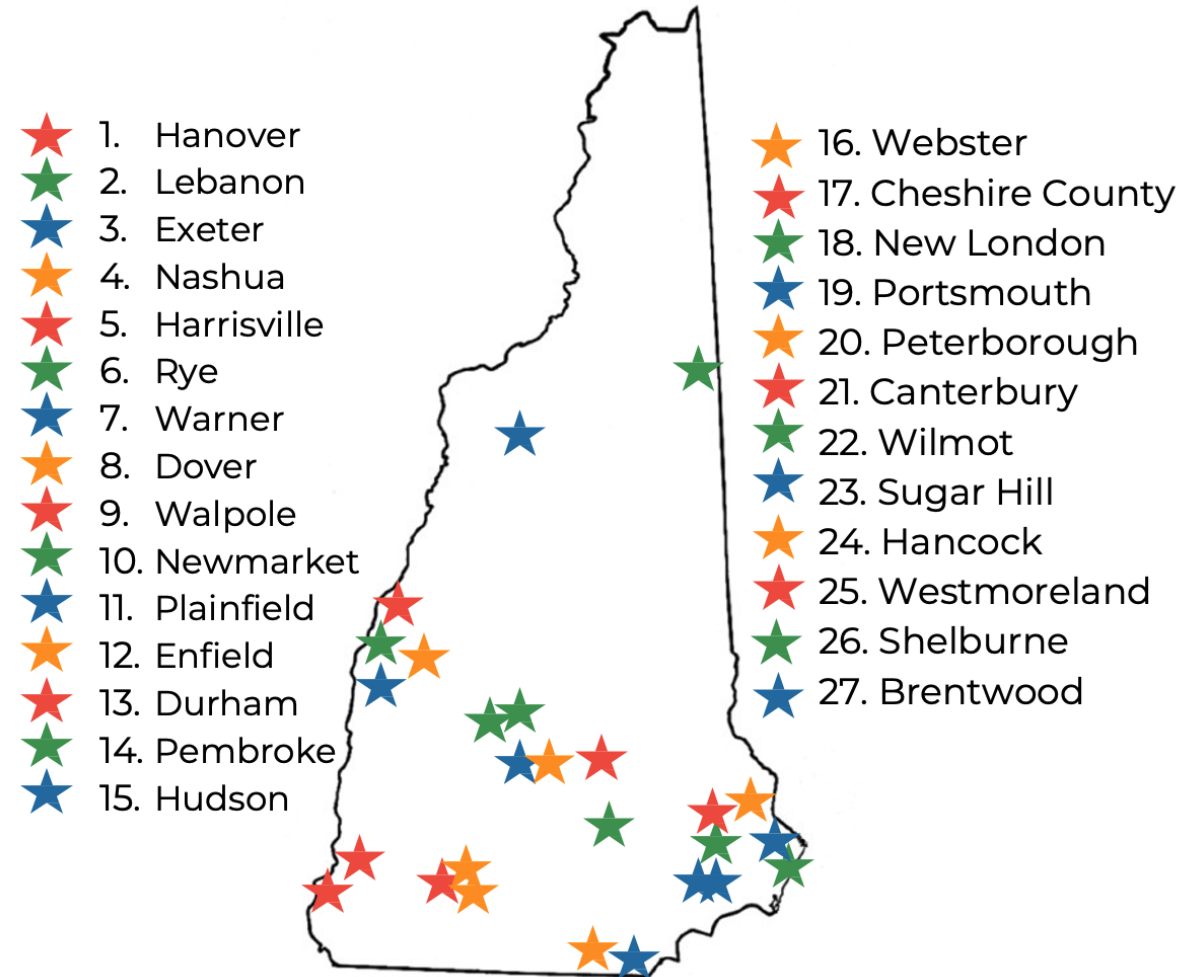
⚡ Nonprofit Joint Power Agency formed 10/1/21

⚡ **27 Members representing:**

- **21% of NH population**
- ~125,000 customers
- ~1,124,000 MWh / year
- ~\$138 million / year revenues (controlled by communities)

⚡ Target windows for program launch:

- April-May 2023 for 12 Members
- April-May 2024 for 15 Members



# Coalition: Designed to Achieve Local Policy Goals

Launching our own power supplier provides scale, financial stability, unbiased professional oversight & services to achieve local policy goals year-after-year (while shielding taxpayers from any liabilities incurred by power agency)



## Joint & Local Control

- Collective due diligence
- Vetting energy suppliers
- Informed, collaborative decision-making
- Member choices



## Lower Costs, Stable Rates

- Market timing
- Economies of scale
- Financial reserves
- Expert risk management
- Portfolio of energy contracts



## Local Projects & Programs

- Utility partnerships & local infrastructure
- Community-scale solar + storage
- Proven model to build local projects & deploy customer programs



## Commercial Innovation

- Competitive service providers
- Industry-leading software
- Automation to trim costs
- New rates and products
- Expanded customer choice



## Equity & Economic Development

- Control over ratesetting
- Voice in policy-making
- Community investment priorities

# Power Agency Implementation Process (2021)

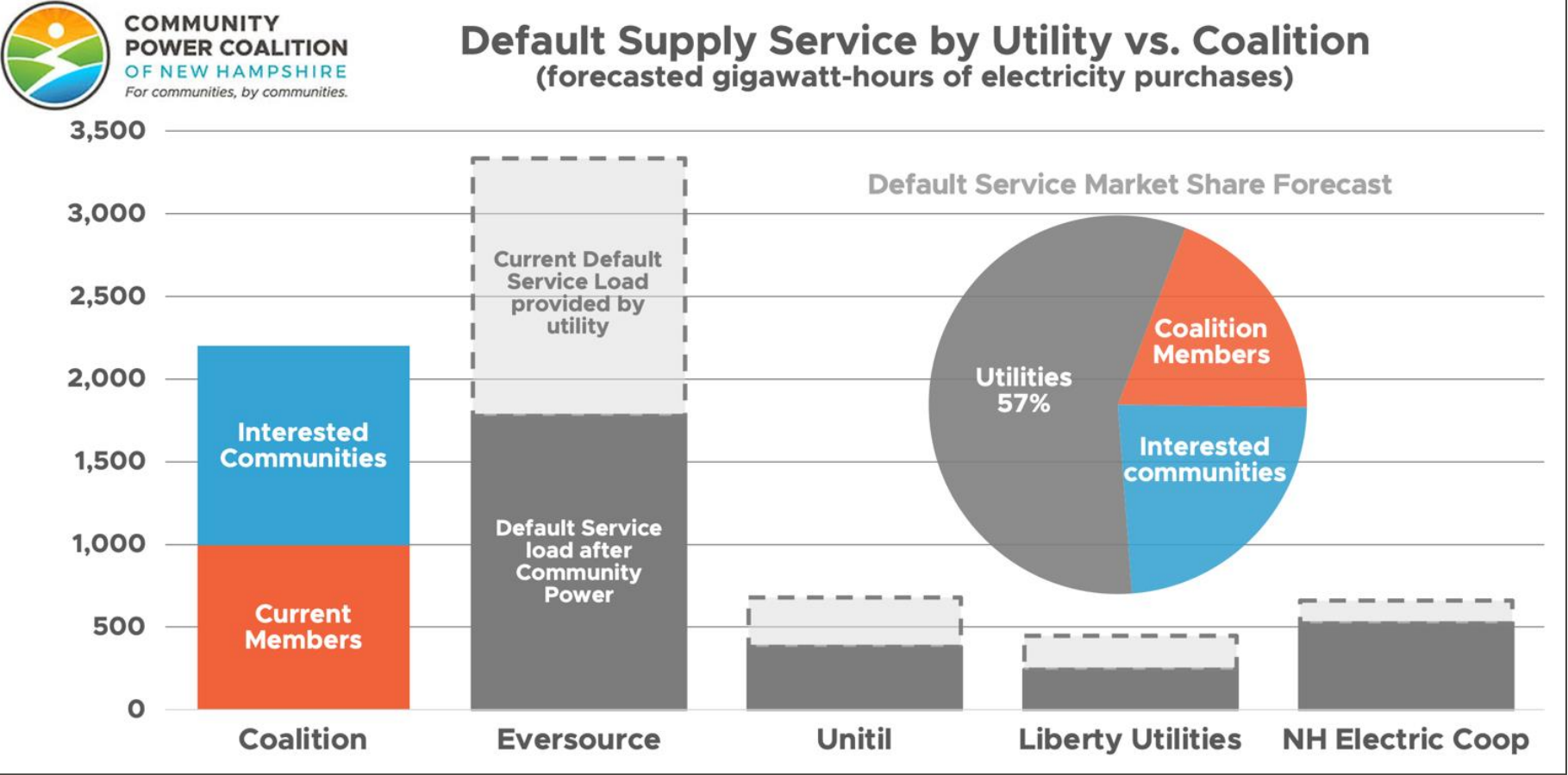
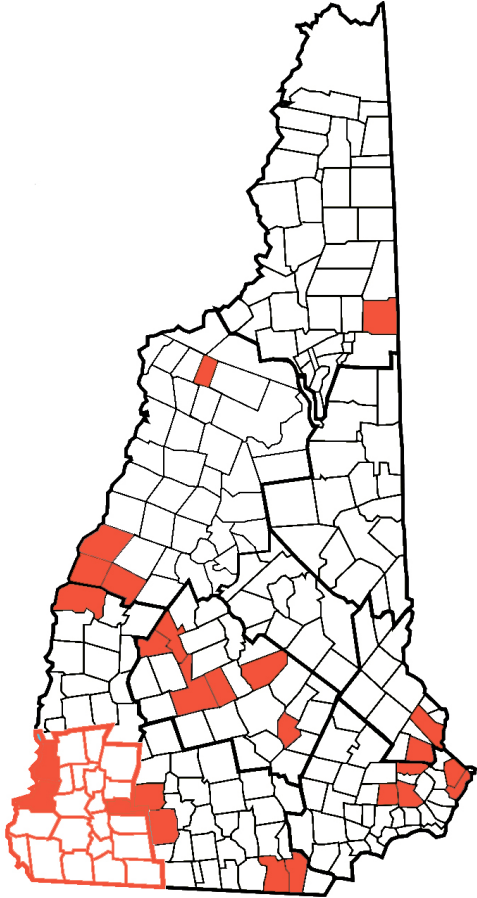
## Accomplishments over our first year of joint action:

✓	Held over 100 CPCNH public meetings to design and oversee creation of a power agency capable of delivering on Member CPA policy goals
✓	Expanded Community Power authorities (HB 315), enabled a market-based framework for local projects (SB 321) & championed CPA rules adopted by Public Utility Commission
✓	<b>Executed contracts to deploy the full capabilities of a Competitive Electric Power Supplier for the Joint Powers Agency to provide services to Member CPAs</b>
✓	<b>Secured \$750,000 in startup funds + \$8.5 million in credit support to launch Wave 1 CPA programs in April 2023</b>
✓	<b>Adopted Energy Portfolio Risk Management, Retail Rates &amp; Financial Reserve Policies + Data Privacy &amp; Security Policy + Conflict of Interest</b>
✓	<b>Adopted Cost Sharing Agreement &amp; Member Services Contract for Complete Service Bundle (offering all Member CPAs turnkey launch and operation of CPAs at low marginal cost)</b>
✓	<b>Simulated power agency performance &amp; financial viability under 13 different scenarios — with stochastic simulations (100+ ways power prices could move) to stress-test launch &amp; financing assumptions — confirms cost-effectiveness &amp; April 2023 launch</b>

# Rapid Membership Growth

Membership has doubled over the past year, to **27 members**, and **45+ are interested in joining**.

### Current Members



The Coalition is poised to become the largest default Load Serving Entity in New Hampshire!

# Governed “for Communities, by Communities”

## BOARD OF DIRECTORS

1. Chair Clifton Below, City of **Lebanon** (alt. Greg Ames)
2. Vice Chair Kevin Charette, City of **Portsmouth** (alt. Peter Rice)
3. Treasurer Kimberly Quirk, Town of **Enfield** (alt. Jo-Ellen Courtney)
4. Secretary Evan Oxenham, Town of **Plainfield** (alt. Steve Ladd)
5. Director Terry Clark, **Cheshire** County (alt. Chris Coates)
6. Director Christopher Parker, City of **Dover** (alt. Jackson Kaspari)
7. Director Doria Brown, City of **Nashua** (alt. Deb Chisholm)
8. Director Rick Labrecque, Town of **Brentwood** (alt. Tom Palma)
9. Director Kent Ruesswick, Town of **Canterbury** (alt. Howard Moffett)
10. Director Mandy Merrill, Town of **Durham** (alt. Nat Balch)
11. Director Nick Devonshire, Town of **Exeter** (alt. Julie Gilman)
12. Director Jim Callihan, Town of **Hancock** (alt. Robbie Hertneky)
13. Director April Salas, Town of **Hanover** (alt. Peter Kulbacki)
14. Director Andrea Hodson, Town of **Harrisville** (alt. Andrew Maneval)
15. Director Craig Putnam, Town of **Hudson** (alt. Kate Messner)
16. Director Jamie Hess, Town of New **London** (alt. Tim Paradis)
17. Director Toni Weinstein, Town of **Newmarket** (alt. Steve Fournier)
18. Director Steve Walker, Town of **Peterborough** (alt. Danica Melone)
19. Director Matt Miller, Town of **Pembroke** (alt. Jackie Wengenroth)
20. Director Lisa Sweet, Town of **Rye** (alt. Howard Kalet)
21. Director Michael Prange, Town of **Shelburne** (alt. Ray Danforth)
22. Director Jordan Applewhite, Town of **Sugar Hill** (alt. Margo Connors)
23. Director Paul Looney, Town of **Walpole** (alt. Dennis Marcom)
24. Director Clyde Carson, Town of **Warner** (alt. George Packard)
25. Director Marty Bender, Town of **Webster** (alt. David Hemenway)
26. Director Mark Terry, Town of **Westmoreland** (alt. John Snowdon)
27. Director William Chaisson, Town of **Wilmot** (alt: )

## COMMITTEES

<b>Executive</b>	<b>Finance</b>	<b>Risk Management</b>
<b>CEO &amp; Staff Search</b>	<b>Regulatory &amp; Legislative Affairs</b>	<b>Member Operations &amp; Engagement</b>

(Audit & Governance Committees under formation)

## OFFICERS & COMMITTEE CHAIRS



Clifton Below  
Chair

**City of Lebanon**  
Assistant Mayor & City Councillor



Kim Quirk  
Treasurer

**Town of Enfield**  
Energy Committee



Kevin Charette  
Vice Chair

**City of Portsmouth**  
Energy Committee



Evan Oxenham  
Secretary

**Town of Plainfield**  
Energy Committee



Matt Miller  
Chair, Risk Management

**Town of Pembroke**  
Energy Committee



Lisa Sweet  
Chair, Member Operations

**Town of Rye**  
Energy Committee



Mandy Merrill  
Chair, Regulatory & Legislative Affairs

**Town of Durham**  
Energy Committee



April Salas  
Chair of CEO & Staff Search

**Town of Hanover**  
Sustainability Director

# Streamlined CPA Program Implementation

Step-by-step plans, custom logos & websites, FAQs & community outreach materials (etc.)



(more under formation)

# Operated by Expert Contractors

Months of competitive solicitations assembled a team of industry-leading **advisors** and professional service providers experienced in launching CPAs to **operate our power agency** and **provide support services**:

Energy Hedging, Planning & Portfolio Risk Management



Retail Customer Services + ISO-NE Load Serving Entity



Member Services & Public Engagement



CLEAN ENERGY NH  
Your Voice in All Energy Matters

General Counsel & Legal Services



Start-up Consultants



Revenue Controls & Accounting Services



*(Coalition in process of enlisting accounting services)*

CEO Search & Hire Services:



# Org Chart

Citizens of New Hampshire

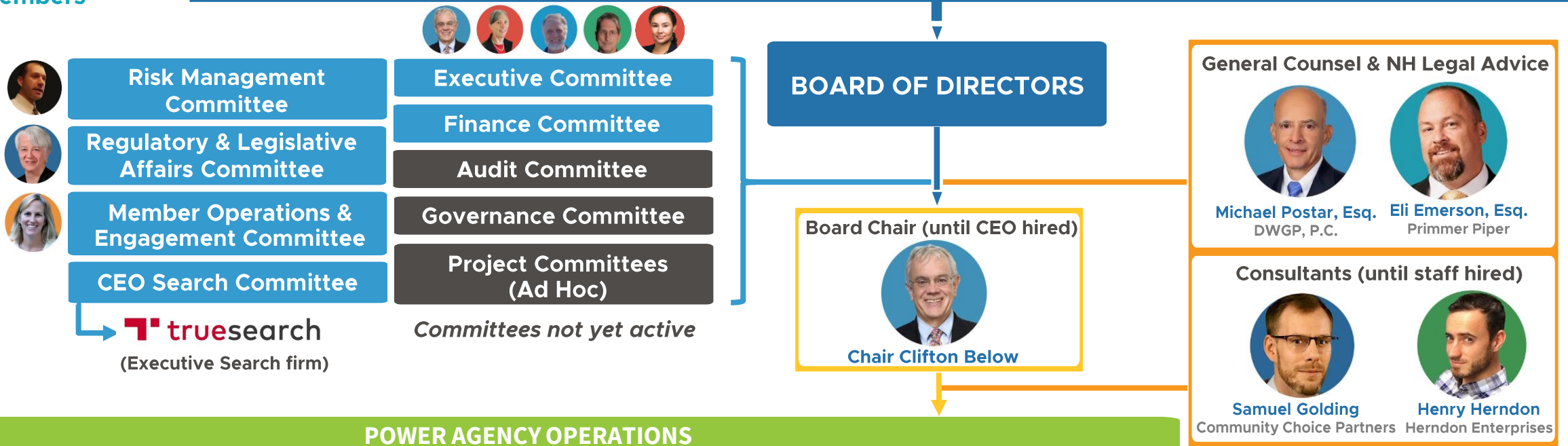


- Plainfield Community Power
- Peterborough Community Power
- Hanover Community Power
- Cheshire Community Power
- Exeter Community Power
- Harrisville Community Power
- Walpole Community Power
- Durham Community Power
- Rye Community Power
- Lebanon Community Power
- Nashua Community Power
- Enfield Community Power

Wave 1+ Members

Subsequent Wave(s) Members

Brentwood, Canterbury, Dover, Hancock, Hudson, New London, Newmarket, Pembroke, Portsmouth, Shelburne, Sugar Hill, Webster, Warner, Westmoreland & Wilmot



**Revenue Custodian** | **Load Serving Entity | Retail Customer Services** | **Supply Portfolio Risk Management** | **Community & Media Support**



# Technical Assessment Financial Forecast

- Base Case Economics (across 100 simulations)
- Headroom (margin) & Revenue Allocation (Rates)
- Local Project Economics & Build-Out Forecast
- Scenarios & Stress-Tests
- Draft Staffing Plan & Costs
- Spring Wave CPA Benefits
- Recap of Key Takeaways



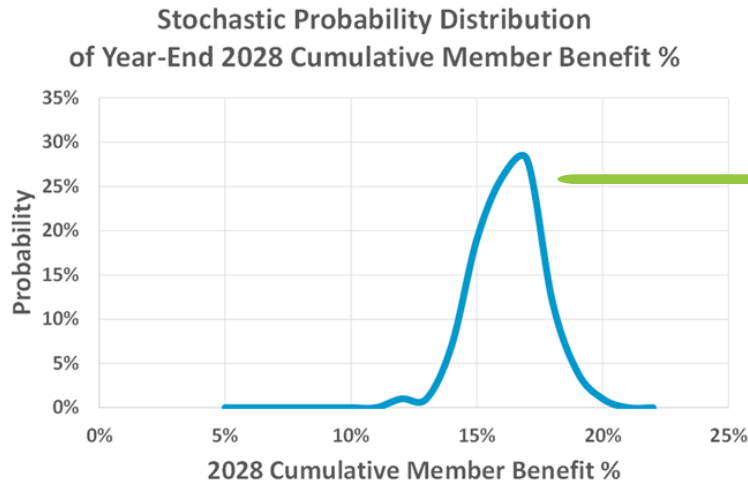
**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*



# 'Base Case' Forecast Results

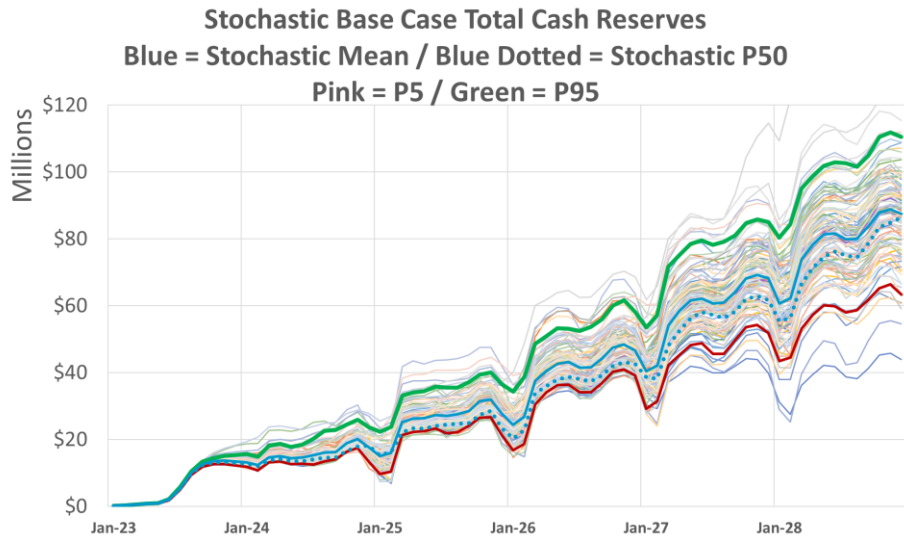
Coalition is financially competitive: ~16% less cost than utility default x 100+ future price scenarios

100+ power simulations yield probability forecasts:

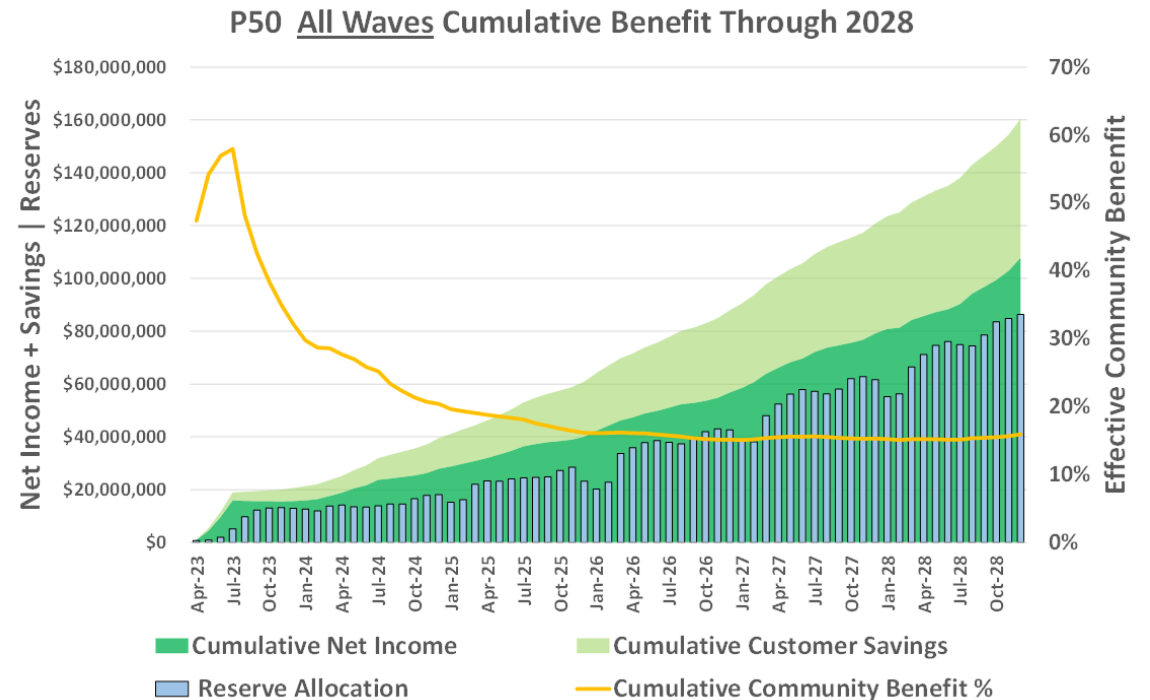


Median (P50) expected outcome by 2028:

- ⚡ ~\$60MM in customer savings
- ⚡ ~\$85MM+ in financial reserves
- ⚡ **Net benefit = average 16%+ lower cost than utility (forecast range between >13.5% up to <20%)**
- ⚡ 2028: achieves A investment-grade credit rating



P50 scenario  
(blue dot line)



# CPA Rates & Headroom Forecast

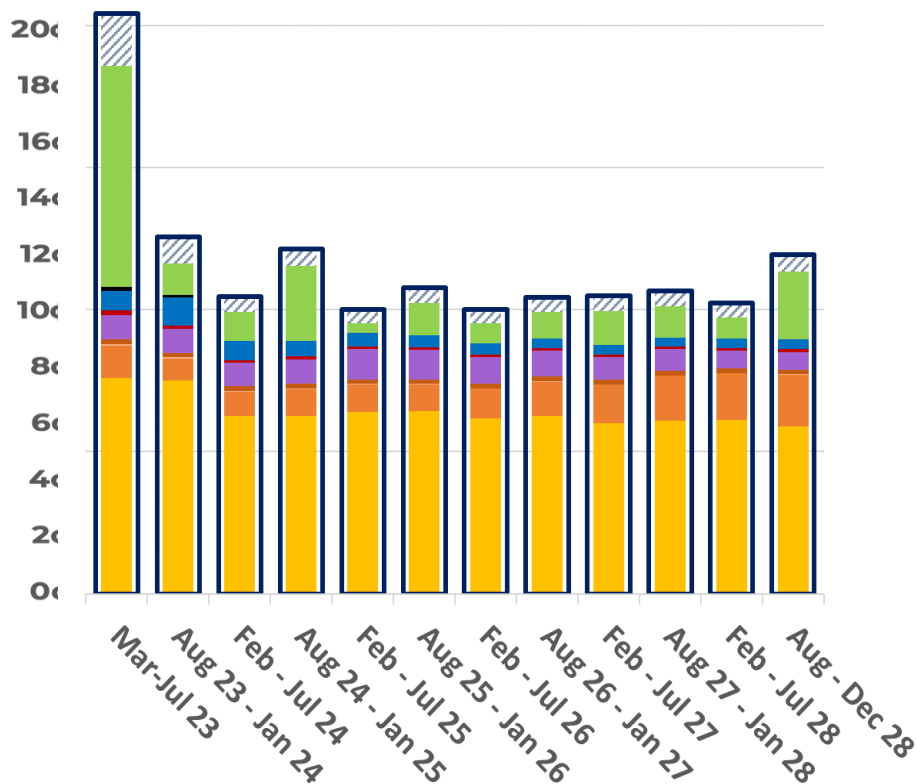
Base rates are uniform across CPAs in each utility territory & change w/ utilities to maintain discount

Deferred implementation costs = 0.01% of revenues (forecast 0.019¢/ kWh repaid for 5 years)

Steady-state cost of operating our own power agency = 4% of revenues (competitive business model)

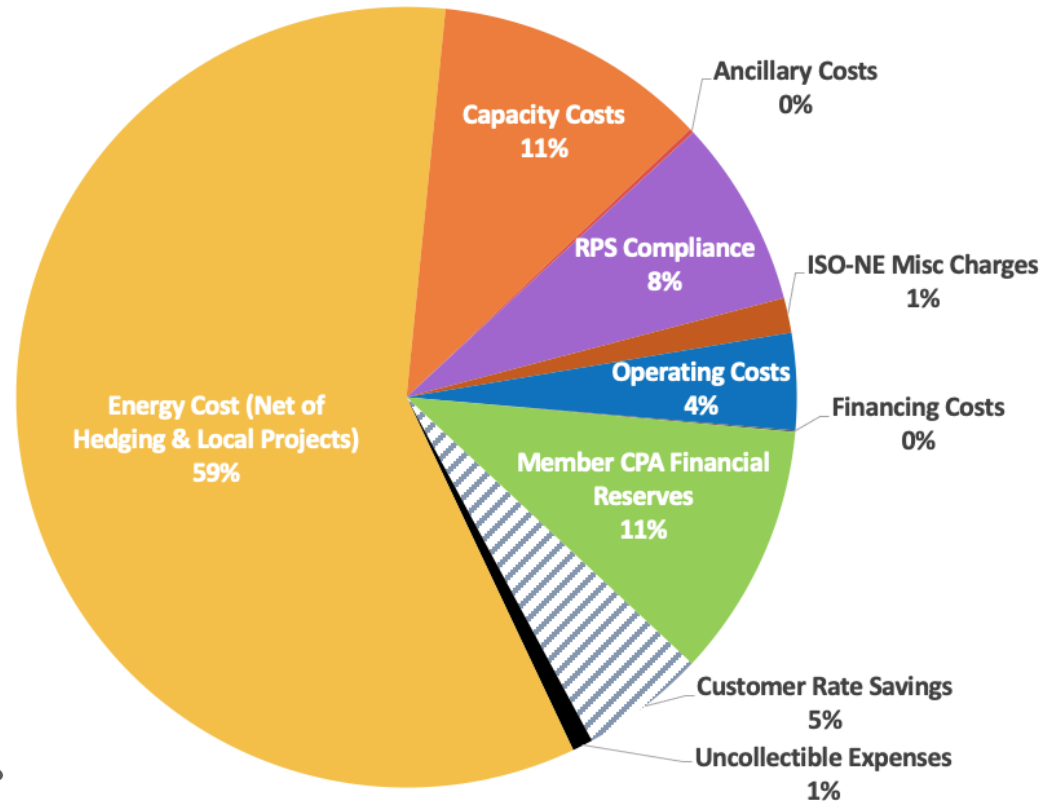
## Retail Rates & Revenue Allocation

P50 Simulation | Annual Hedging  
Top of bars = utility rate (6-mo periods)



## Costs x All Periods

(2023-2028 average)



## Headroom vs. Utility Rate



# Local Project Context

Federal incentives + NH SB 321 pilot framework enables cost-effective local projects for Coalition

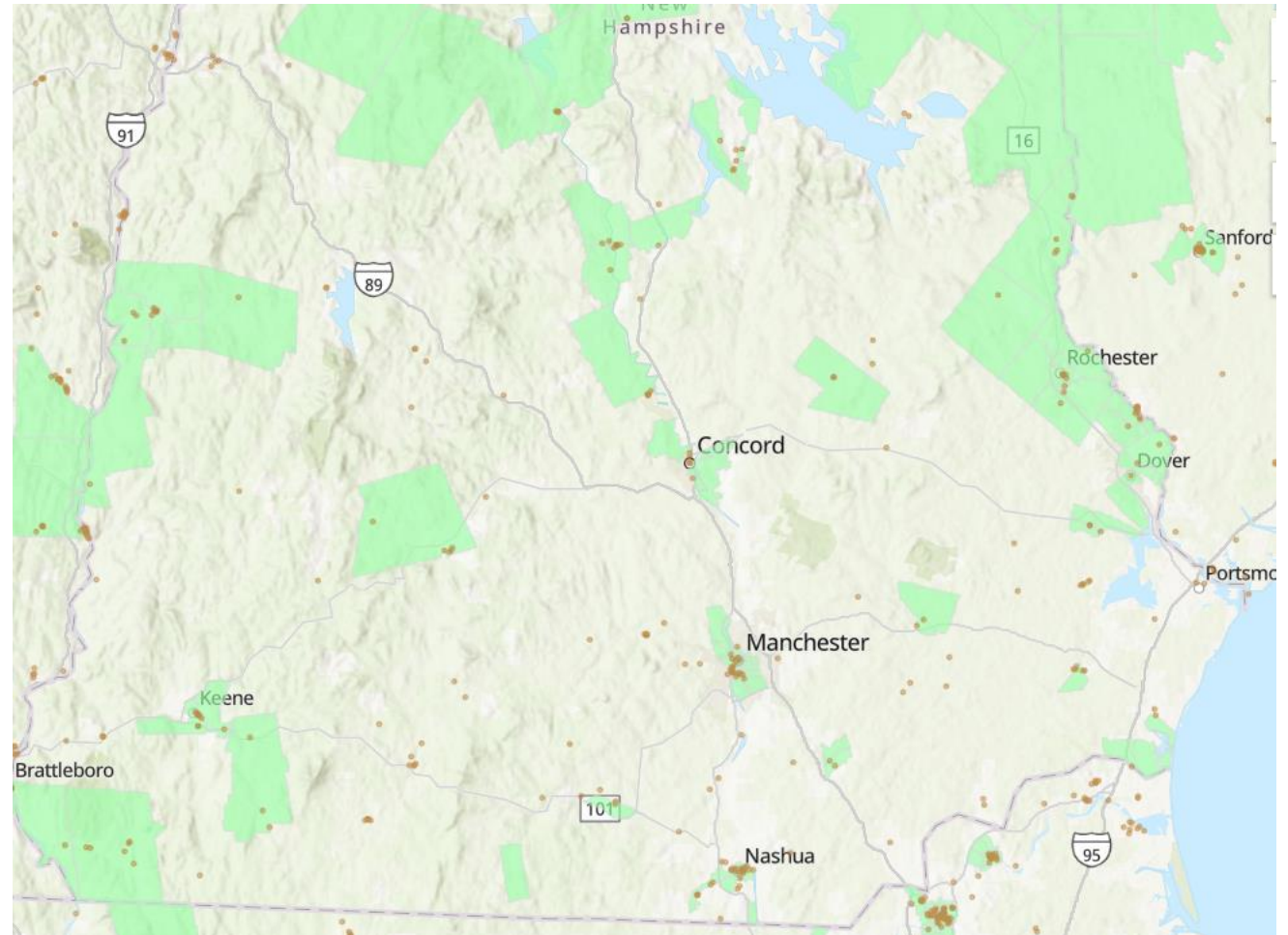
## Inflation Reduction Act of 2022 (IRA)

- ⚡ Provides investment tax credit OR direct payment (e.g., for CPAs) for RE / storage
- ⚡ <5MW installed in low-income zones can include interconnection costs
- ⚡ Incentives = up to 50% of cost
  - 30% baseline incentive
  - +10% bonus brownfield / low income
  - +10% bonus low-income <5 MW

## NH Senate Bill 321

- ⚡ Pilots market-based contract framework to pay projects full value for energy, capacity & transmission reduction impact
- ⚡ Worth  $\geq$  \$200/MWh (av.) for CPAs that contract for local projects
- ⚡ Allows up to 8 MW pilot projects (2 MW per utility territory)
- ⚡ Requires CPA + utility proposal to PUC

## Low Income and Brownfield Sites (Eligible for additional incentive tax credit under IRA)



# Local Project Modeling Results

The Coalition can build new local projects for 30%+ less cost than purchasing market power (!)

- Base Case assumes 2 MW net (revenues increase by ~\$350k to \$515k/ year)
- 8 MW scenario: \$2.8MM/ year increased net revenues
- Projects generate millions of extra \$\$\$ each year (strong competitive advantage)**
- Strategic objective: empower Members & Legislative to lift 8 MW cap & develop the local energy market across NH!



Figure 33: Base Case Local Projects

Month	2023	2024	2025	2026	2027	2028
<b>Local Projects Revenue (Cost Reduction) (\$/MWh)</b>	<b>\$0.22</b>	<b>\$0.31</b>	<b>\$0.27</b>	<b>\$0.23</b>	<b>\$0.26</b>	<b>\$0.25</b>
Market Energy Value	\$0.69	\$0.61	\$0.34	\$0.28	\$0.30	\$0.29
Renewable Energy Credit Value	\$0.27	\$0.22	\$0.19	\$0.15	\$0.12	\$0.10
Capacity Credit Value	\$0.00	\$0.02	\$0.03	\$0.04	\$0.05	\$0.06
Transmission Credit Value	\$0.19	\$0.25	\$0.23	\$0.23	\$0.24	\$0.27
PPA Cost	\$0.94	\$0.79	\$0.52	\$0.47	\$0.45	\$0.47
<b>Local Projects Revenue (Cost Reduction)</b>	<b>\$84,623</b>	<b>\$352,946</b>	<b>\$474,806</b>	<b>\$455,621</b>	<b>\$515,615</b>	<b>\$483,448</b>
Market Energy Value	\$264,618	\$687,343	\$598,160	\$553,691	\$595,280	\$559,549
Renewable Energy Credit Value	\$104,483	\$247,127	\$331,566	\$295,205	\$244,247	\$194,443
Capacity Credit Value	\$0	\$19,825	\$54,610	\$80,054	\$103,694	\$121,669
Transmission Credit Value	\$73,750	\$286,740	\$412,906	\$445,938	\$481,613	\$520,142
PPA Cost	\$358,229	\$888,090	\$922,435	\$919,266	\$909,219	\$912,355

Figure 34: 8 MW Scenario Local Projects

Month	2023	2024	2025	2026	2027	2028
<b>Local Projects Revenue (Cost Reduction) (\$/MWh)</b>	<b>\$0.22</b>	<b>\$0.94</b>	<b>\$1.26</b>	<b>\$1.21</b>	<b>\$1.34</b>	<b>\$1.42</b>
Market Energy Value	\$0.69	\$0.80	\$0.63	\$0.53	\$0.56	\$0.55
Renewable Energy Credit Value	\$0.27	\$0.30	\$0.34	\$0.26	\$0.21	\$0.18
Capacity Credit Value	\$0.00	\$0.02	\$0.10	\$0.16	\$0.21	\$0.25
Transmission Credit Value	\$0.19	\$0.76	\$0.94	\$0.91	\$0.96	\$1.07
PPA Cost	\$0.94	\$0.94	\$0.74	\$0.66	\$0.61	\$0.63
<b>Local Projects Revenue (Cost Reduction)</b>	<b>\$84,623</b>	<b>\$1,056,271</b>	<b>\$2,224,554</b>	<b>\$2,379,095</b>	<b>\$2,680,109</b>	<b>\$2,758,333</b>
Market Energy Value	\$264,618	\$895,273	\$1,116,544	\$1,047,641	\$1,129,771	\$1,074,955
Renewable Energy Credit Value	\$104,483	\$338,562	\$594,512	\$519,389	\$430,684	\$343,598
Capacity Credit Value	\$0	\$19,825	\$175,959	\$320,217	\$414,774	\$486,675
Transmission Credit Value	\$73,750	\$860,220	\$1,651,622	\$1,783,752	\$1,926,452	\$2,080,569
PPA Cost	\$358,229	\$1,057,609	\$1,314,084	\$1,291,904	\$1,221,574	\$1,227,462

# Technical Assessment Recap

## Key Insights for Wave 1 Members

- ⚡ Utility auction premiums are at a historic high: there has never been a better time to launch Wave 1 than in April 2023
- ⚡ Delaying launch foregoes significant net revenues / reserves (e.g., a June launch would collect \$6M less)
- ⚡ Launch is financially viable & highly advisable with or without Nashua (largest Member)
- ⚡ Better than competing options (broker)

## Wave 1 Forecasted benefits (by 2026)

- ⚡ Wave 1 commits for 36 months (Member Services Contract initial term)
- ⚡ Generates \$10M in customer savings
- ⚡ Banks \$25-30M in financial reserves
- ⚡ Median forecast benefit = 19% lower costs relative to utility default service

## Strategic Outlook & Objectives for Coalition

- ⚡ High certainty of consistently offering 5% min. discount to utility rates while building \$\$\$ reserves (lowers credit costs)
- ⚡ Operating model is robust: low operating cost, competitive services, and financially stable across 100s of future price pathways simulated
- ⚡ Building local renewables & storage under the SB 321 market mechanism = ~30%+ cheaper than market power (generates significant new surplus revenues for CPAs)
- ⚡ Membership expected to continue growing rapidly given the advantages (lowers operating costs for all CPAs)
- ⚡ Economics support 7 to 11+ expert staff to manage Coalition (offsets or lowers consulting / service / credit fees)

## “Base Case” scenario results (all CPAs by 2028):

- ⚡ Generates ~\$60MM in customer savings
- ⚡ Banks ~\$60MM+ in financial reserves
- ⚡ Median forecast benefit = 10%+ lower costs relative to utility default service (max / min range = ~5% to ~17%)
- ⚡ Achieves investment-grade credit rating by 2028 (Baa-)

# Community Power Launch Process

- ❑ **EAP approved by Governing Body**
- ❑ Enabling Agreements for Service
- ❑ EAP approved by PUC
- ❑ Member Process → Launch

## Execute Coalition Agreements



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*



# Enabling Agreements to Elect Service

Decisions on energy procurement, customer rates & financial reserve collections for CPAs are governed by (1) Member Services Contract and (2) Energy Portfolio Risk Management, Rates & Reserves Policies

## Cost Sharing Agreement

Overarching framework to categorize & allocate costs across Member CPAs  
 Execution required for all Members  
 Member's may subsequently execute Service Contracts & Project Contracts (incorporated as exhibits into CSA)

## Project Contracts

Local projects developed under separate contracts (each executed by interested CPAs)

## Member Services Contract

"Complete Service Bundle"  
 Authorizes Coalition to provide CPA services for 3+ year term  
**Contract + Policies govern procurement, ratesetting & reserves for all CPAs**

## Energy Portfolio Risk Management Policy

Specifies mechanisms, financial safeguards, reporting, and transaction / approval processes required for Coalition to procure electricity for CPAs

## Financial Reserves Policy

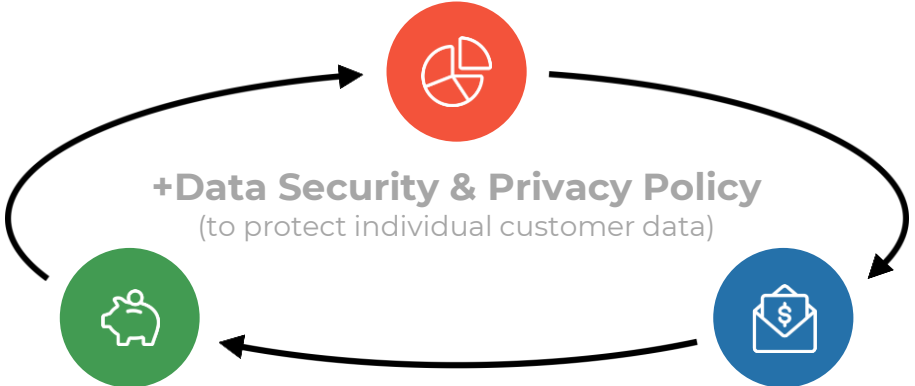
Governs how 3 types of Financial Reserves will be established & maintained on behalf of CPAs:

- Joint Reserves:** for long-term stability
- Excess Reserves:** collections not needed for Joint Reserves re-allocated for CPAs' use
- Discretionary Reserves:** CPA may opt to collect additional funds for own use

## Retail Rates Policy

Governs how retail rates will be set & types of rates offered by Coalition  
 Rates cover all costs + reserve requirements + discount to utility  
 Each Member selects default & optional products for customers


+Data Security & Privacy Policy  
 (to protect individual customer data)





# Cost Sharing Agreement & Member Services Contract

All Coalition Members execute the Cost Sharing Agreement (commits all Members to sharing costs on a fair, transparent and pre-defined basis) & may execute Member Services Agreement to launch CPAs

- ⚡ Unclear or unfair cost allocation is a major risk to any Joint Power Agency's political stability
- ⚡ Cost Sharing Agreement details & delineates how costs are tracked and allocated to each Member CPA
- ⚡ Costs are allocated based on cost-causation principles to the maximum extent practical
  - Refer to Cost Allocation Summary Table 
  - All Members that launch CPAs pay General & Admin costs
  - Executing Member Service Contract commits CPA to paying for the services & electricity under contract (Wave 1 Members execute "Complete Service Bundle" contract)
  - Executing Project Contracts commits CPA to paying for net project costs under contract
- ⚡ Costs must be paid from a Member's CPA program revenues, or through grants / third-party sources
  - Reflects statutory requirement prohibiting collection from non-participating customers

## Cost Allocation Summary Table

CLASSIFICATION	COST FACTOR	ALLOCATION METHOD	
<b>General &amp; Administrative</b>	All Costs	\$/MWh forecasts and annual true-up to pro rata share of <u>actual</u> "Annual Retail Electricity Load" (JPA defined term)	
<b>Direct Project</b>	Costs identified in Project Contracts	As specified in Project Contracts	
	Unanticipated Costs	As directed by Project Committee vote; alternatively, Member Project Contract participation share %	
<b>CPA Member Services</b>	All Requirements Electricity	Member CPA actual cost	
	<i>Power Supply</i>	Net Hedging	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
		Optional / Opt-Up Products	Member CPA actual cost
	<i>Operations</i>	Allocated Staff, Overhead & Misc. Svc	\$/MWh
		Member CPA Compliance Costs	Member CPA actual cost
		General Compliance Costs	\$/MWh
		Financing and Credit Support	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
		Portfolio & Risk Management Services	\$/MWh
		ISO-NE Load Serving Entity (LSE) Services	\$/MWh
		Marketing & Community Services	\$/MWh
		Customer Notifications	\$/Notice
		Data Management & Billing Services	\$/Meter
		Call Center & Customer Services	\$/Meter
		Local Program Design, Admin & Finance	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
		<i>Elective Services</i>	Additional services as authorized by the Board

# Implementation Process Steps

**Sign Enabling Agreements → Authorize Procurement → Select Rate Products → Launch!**

- ❑ **1. Each Member's Governing Body adopts Enabling Agreements...**
  - ❑ Approves final Electric Aggregation Plan updates required for launch + Amended JPA (if not previously adopted)
  - ❑ Adopts Coalition's Data Security, Energy Portfolio Risk Management, Rates, & Reserves policies
  - ❑ Adopts (and signatory executes) Cost Sharing Agreement and "Complete Service Bundle" contract
    - ↳ Designates "**Authorized Officer**" for "go/no-go" procurement decision and rate product selection
- ❑ **2. Risk Management Committee (RMC) meets to assess market conditions...**
  - ❑ Committee votes to authorize power procurement (Yes or No) to meet target rates
  - ❑ **Authorized Officer** can verbally opt-out of Wave 1 procurement at meeting to defer launch of CPA
  - ❑ Coalition procures power hedges (pursuant to Energy Portfolio Risk Management Policy)
- ❑ **3. Risk Management & Finance Committee meetings to deliberate rates w/ public input...**
  - ❑ RMC finalizes rates for all products, recommended for Board approval (pursuant to Rates & Reserves policies)
  - ❑ Governing Body or **Authorized Officer** selects recommended default & optional rate products
- ❑ **4. Coalition Board reviews and approves rates...**
  - ❑ Coalition publishes rates, notifies utilities, mails customer notifications, prepares enrollment and opt-ins/outs
  - ❑ Member holds public hearing within 15 days of mailers being sent (Coalition supports)
- ❑ **5. CPA launch → customers enrolled & power flows!**

# Example of Customer Rates and Optional Products

Example default service product and optional rates that could be offered to customers:

<u>PRODUCT</u>	<u>CONTENT</u>	<u>MEMBER ELECTIONS</u>
<b>Granite Basic</b>	Minimum RPS Content (23.4%)	Default, opt-down/in, or N/A
<b>Granite Plus</b>	33% Renewable or Carbon Free	Default, opt-up/in, or N/A
<b>Clean 50</b>	50% Renewable or Carbon Free	Opt-up/in or N/A
<b>Clean 100</b>	100% Renewable or Carbon Free	Opt-up/in or N/A

*(The Renewable Portfolio Standard (RPS) is a New Hampshire state policy setting a minimum requirement for renewable energy to be provided to customers. RPS requirement for 2023 is 23.4%)*

# Customer Notification and Enrollment Process

- ⚡ At least **30 days before program launch all Portsmouth electric customers will be mailed notifications** with initial fixed rate for Portsmouth Community Power service compared with Eversource
- ⚡ Customers on default energy service provided by Eversource will be **able to decline participation or “opt-out”** online, or by calling a customer service number.
- ⚡ If a **customer is already getting their power from a competitive supplier**, nothing will change unless they choose to switch and **“opt-in”**
- ⚡ New utility customers will get similar opt-out notices.
- ⚡ All Portsmouth Community Power default service customers will always be able to know the fixed rate at least 30 days in advance and be able to switch supplier at next meter read upon request with **no penalty or exit fee**.

# Coalition Key Documents

Posted online at [www.cpcnh.org/about](http://www.cpcnh.org/about) (under “key documents”)

1. [Joint Powers Agreement & Bylaws](#)
2. [Cost Sharing Agreement & Member Services Contract](#)
3. [Data Security and Privacy Policy](#)
4. [Energy Portfolio Risk Management, Retail Rates & Financial Reserves Policies](#)
5. [Board Approved Start-up Budget](#)
6. [Technical Assessment by Ascend Analytics](#)

*FOR COMMUNITIES, BY COMMUNITIES.*



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**

CITY OF PORTSMOUTH

CITY COUNCIL POLICY NO. \_\_\_\_\_

In order to encourage outdoor dining while balancing other public interests, including safety and convenience of the travelling public, the City Council adopts the following ~~guidance~~ **policy** to be implemented by the City Manager.

**Dining in Loading Zones, Parking Areas and Streets**

- A. Time Period: May 1 and ending the day after Indigenous Peoples’ Day (as may be adjusted to correlate to business days)
- B. Fee: \$1,500 per impacted (in whole or in part) parking space or ~~\$5~~**10**/square foot **for travel ways and/or loading zones; whichever is less**
- C. Where Allowed: Abutting the establishment, or beyond the establishment abutment **only** with **written** permission of the direct abutter.
- D. Additional Conditions:
  - (i) A minimum uniform appearance with City-placed concrete barriers no higher than three feet, and planter boxes no higher than an additional foot, as described in the December 14, 2022 City Report, and wooden platforms (or suitable alternative) to allow for uniform accessibility
  - (ii) Establishments with existing platforms and existing barriers with attached structures designed for prior seasons shall be grandfathered with approval of the City Manager

**Conditions Applicable to all Outdoor Dining**

- E. All outdoor dining spaces shall have tables and separate chairs to allow for uniform accessibility
- F. An establishment shall receive a 33% reduction in the season fee, **with a maximum reduction of \$500**, if they compost food waste

**3. Prohibited**

Establishments may not conduct outdoor dining that reverses a travel lane; except on any street or way in which the traffic count is below 1000 cars per day and with such additional or special conditions as the City Manager deems appropriate. In circumstances in which street closure will cause a burden to public safety operations, the City Manager has the authority to deny the permit.

## **Administrative Discretion**

The City Manager shall have authority to set additional restrictions and requirements consistent with this policy specifically to include, but without limitation, the incorporation of those special provisions related to the service of alcohol **described in City Council Policy 2012-02**, insurance requirements, application processes and timelines, and fines and consequences for failure to comply.

This policy does not limit or restrict an establishment's ability to obtain a sidewalk obstruction permit to place out, for public use, tables and chairs **(as well as A frame signs, racks of clothing and other items)** as historically and presently allowed by application to the City Clerk's office. **See ordinance Chapter 9 Article V.**



# PARKING and TRAFFIC SAFETY COMMITTEE

## ACTION SHEET

6:30 P.M. – February 2, 2023  
Senior Activity Center  
Room 1  
125 Cottage Street

**PRESENT:** Members: City Manager Karen Conard, Deputy Police Chief Mike Maloney, Public Works Director Peter Rice, Fire Chief Bill McQuillen, Chairman Andrew Bagley, Erica Wygonik, Mary Lou McElwain, Steve Pesci, Mark Syracuse

City Staff: City Engineer Eric Eby, Parking Director Ben Fletcher, Associate Engineer Tyler Reese

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



- **Roll Call**
- **Financial Report:** **Voted** to accept and place on file Financial Report dated December 31, 2022.
- **Public Comment Session:** There were sixteen speakers: Liza Hewitt, Roy Helsel, Paul Mannle, Rick Becksted, Stephen Parsons, and Meghan Parks (Z) spoke regarding speed limits on Middle Road and Islington Street. Justin Richardson and Lenore Weiss Bronson spoke regarding traffic calming on Woodbury Avenue. Francesca Marconi-Fernald spoke regarding camper parking. Ann Cummings spoke regarding speeds on Sagamore Avenue. Thomas Gross spoke regarding Dennett Street visibility and speeds. Elizabeth Bratter spoke regarding 25mph speed limits, traffic signals, overnight campers, and residential parking. Stephen Stavis spoke requesting 15-minute parking for Hearth Food Garden. Robin Husslage spoke regarding residential parking and speeds on Islington Street. Petra Huda spoke regarding the parking garage financials, Hearth Food Garden, and Woodbury Ave. Esther Kennedy spoke in favor of 25mph speed limits for all streets.
- **Sagamore Avenue, speed reduction measures request, by resident:** **Voted to** refer to staff for evaluation and report back.
- **Daniel Street, request for 15-minute space for Hearth Food Garden, by business owner:** **Voted to** table request for further evaluation.
- **Overnight camping on City streets and property, proposed draft ordinance to restrict:** **Voted to** send draft of ordinance changes to City legal staff for a second evaluation.
- **Woodbury Avenue traffic calming, introduction of proposed plan for section between Rockingham Avenue and Echo Avenue:** **Voted to** continue discussion at next month's meeting, obtain feedback and input at public meeting with Neighborhood.

- **Dennett Street, request for traffic calming, by resident:** Voted to have staff study and report back.
- **Islington Street, Middle Road speed limit trials 6 month report back:** Voted to continue the pilot speed limits until the working group reviews and reports back on speed limits citywide.
- **Maplewood Avenue pedestrian signal phasing at Congress, Hanover, and Deer Streets, status update:** Voted to place item on file.
- **Monthly Accident Report:** Informational; no action required.
- **Bartlett Street at Thornton Street mini-roundabout design:** Temporary design presented; no action required.
- **Sagamore Avenue bike lane status update:** Informational; no action required.
- **Services provided or supported by Parking revenues:** Informational; no action required.
- **Adjournment:** Voted to adjourn 8:14 P.M.

*Respectfully submitted by: Leila Birr*

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

**ROOM 1**  
SENIOR ACTIVITY CENTER, 125 COTTAGE STREET

*Members of the public also had the option to join the meeting over Zoom*

**6:30 PM**

**February 2, 2023**

**MINUTES**

**I. CALL TO ORDER**

Chairman Andrew Bagley called the meeting to order at 6:30 p.m.

**II. ATTENDANCE**

Members Present:

Chairman Andrew Bagley  
Steve Pesci  
Erica Wygonik (Alternate)  
Public Works Director Peter Rice  
City Manager Karen Conard  
Deputy Police Chief Mike Maloney  
Mary Lou McElwain  
Mark Syracuse  
Fire Chief William McQuillen

Absent

Harold Whitehouse

City Staff Present:

Parking Director Ben Fletcher  
City Engineer – Parking, Transportation and Planning Eric Eby  
Associate Engineer Tyler Reese

[00:03:07] Chairman Bagley reminded the public commenters that there will be a separate public meeting on February 15<sup>th</sup> to discuss Woodbury Avenue traffic calming at the New Franklin School, 6:30 P.M.

### III. FINANCIAL REPORT

[00:04:28] Karen Conard moved to accept the Financial Report dated December 31, 2022, and place it on file, seconded by Mary-Lou McElwain. **On a unanimous vote, motion passed 9-0.**

### IV. PUBLIC COMMENT (15 MINUTES)

This is the time for all comments on any of the agenda items or non-agenda items.

[00:05:13] There were sixteen speakers: Liza Hewitt, Roy Helsel, Paul Mannle, Rick Becksted, Stephen Parsons, and Meghan Parks (Z) spoke regarding speed limits on Middle Road and Islington Street. Justin Richardson and Lenore Weiss Bronson spoke regarding traffic calming on Woodbury Avenue. Francesca Marconi-Fernald spoke regarding camper parking. Ann Cummings spoke regarding speeds on Sagamore Avenue. Thomas Gross spoke regarding Dennett Street visibility and speeds. Elizabeth Bratter spoke regarding 25mph speed limits, traffic signals, overnight campers, and residential parking. Stephen Stavis spoke requesting 15-minute parking for Hearth Food Garden. Robin Husslage spoke regarding residential parking and speeds on Islington Street. Petra Huda spoke regarding the parking garage financials, Hearth Food Garden, and Woodbury Ave. Esther Kennedy spoke in favor of 25mph speed limits for all streets.

### VI. NEW BUSINESS

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

### V. PRESENTATIONS

None

### VI. NEW BUSINESS

A. [00:47:35] Sagamore Avenue, speed reduction measures request, by resident. Peter Rice moved to refer to staff for evaluation and report back, seconded by Karen Conard. **Motion passed on a unanimous vote, 9-0.**

B. [00:48:20] Daniel Street, request for 15-minute space for Hearth Food Garden, by business owner. Mary Lou McElwain made a motion to table the request for further evaluation, seconded by Peter Rice. **Motion passed on a unanimous vote, 9-0.**

### VII. OLD BUSINESS

A. [00:52:56] Overnight camping on City streets and property, proposed draft ordinance to restrict. Mark Syracuse made a motion to refer back to Legal for re-evaluation and

further study. Seconded by Mary Lou McElwain. **On unanimous vote, motion passed 9-0.**

- B. [00:59:00] Woodbury Avenue traffic calming, introduction of proposed plan for section between Rockingham Avenue and Echo Avenue. Peter Rice moved to continue discussion at next month's meeting, obtain feedback at public meeting with neighborhood, seconded by Karen Conard. **Motion passed on a unanimous vote, 9-0.**
- C. [01:02:27] Dennett Street, request for traffic calming, by resident. The primary area of interest for traffic calming on Dennett Street is in the vicinity of the Thornton Street and Hunter's Hill intersection. Peter Rice made a motion to have staff study and report back, seconded by Mark Syracuse. **Motion passed on a unanimous vote, 9-0.**
- D. [01:03:46] Islington Street, Middle Road speed limit trials 6 month report back. Tyler Reece presented the findings of the speed studies on Islington Street and Middle Road. Peter Rice made a motion to continue the pilot speed limits until the working group reviews and reports back on speed limits citywide, seconded by Mark Syracuse. **On a unanimous vote, motion passed 9-0.**
- E. [01:29:00] Maplewood Avenue pedestrian signal phasing at Congress, Hanover, and Deer Street. Karen Conard moved to place item on file, seconded by Peter Rice. **Motion passed on a unanimous vote, 9-0.** Mr. Rice noted, however, that we would see if we could make an adjustment to the signage or make the pedestrian lights more visible.

## VIII. INFORMATIONAL

- A. [01:33:56] Monthly Accident Report from Police.
- B. [01:35:46] Bartlett Street at Thornton Street mini-roundabout design. Eric Eby presented the design for the temporary, trial mini-roundabout design.
- C. [01:37:24] Sagamore Avenue bike lane status update from Eric Eby.
- D. [01:38:17] Services provided or supported by parking revenues. Ben Fletcher spoke regarding how the parking revenues are used.

## IX. MISCELLANEOUS

- A. Suggestions for new name of Committee, to incorporate all modes of transportation. The Committee welcomes suggestions from the public.

**X. ADJOURNMENT**

Karen Conard moved to adjourn at 8:14 P.M., seconded by Peter Rice. **On a unanimous vote, motion passed 9-0.**

Respectfully submitted,

Leila Birr

Administrative Assistant Department of Public Works

# 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:

1/27/23

Department/  
Contact Person:

Recreation/ Todd Henley

Donation Amount:

\$1717.00

CASH



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

Skatepark Lighting Fund

Is there a particular purpose intended with this donation:

Skatepark Lighting Fund

Other Information/Special Conditions:

Door and raffle sales from Battle of the Bands Fundraiser on 1/13/23

## Donor Information

First & Last Name:

Skatepark Blue Ribbon Committee

Business Name:

Address\*:

Phone\*:

Email\*:

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.



Robert L. Quinn  
Commissioner

# State of New Hampshire

DEPARTMENT OF SAFETY  
Division of Homeland Security  
and Emergency Management

[www.nh.gov/hsem](http://www.nh.gov/hsem)



Robert M. Buxton  
Director

January 31, 2023

Mr. William McQuillen, EMD  
City of Portsmouth  
170 Court Street  
Portsmouth, NH 03801

Dear Director McQuillen,

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on July 19, 2022, for the community's Emergency Operations Center (EOC) equipment.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.  
DO NOT PURCHASE OR INSTALL ANYTHING  
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office/Governor and Council to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative.

Thank you for your interest in the EMPG Program!

Sincerely,

Sheila M. Dupere  
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Courtney Jordan, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964



**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Portsmouth (VC#177463-B001)		<b>1.4. Subrecipient Address</b> 1 Junkins Ave, Portsmouth NH, 03801	
<b>1.5. Subrecipient Tel. #</b> (603) 431-2006	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2024	<b>1.8. Grant Limitation</b> \$39,955.00
<b>1.9. Grant Officer for State Agency</b> Sheila Dupere, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3606	
"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. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> By: _____ On: / /		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: / /			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: / /			

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 Failure to perform the Services satisfactorily or on schedule;
- 8.1.2 Failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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 with respect to the subject matter hereof.

**EXHIBIT A**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the City of Portsmouth (hereinafter referred to as “the Subrecipient”) \$39,955.00 to purchase a equipment for the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to “the State” by September 29, 2024.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)  2.)  3.)  Date:

## EXHIBIT C

### Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$39,955.00	\$39,955.00	\$79,910.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Unique Entity ID (UEI):</b> XTL2C874AZN7			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$39,955.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$39,955.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)  2.)  3.)  Date:



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management  
Grant Agreement Checklist

**Emergency Management Performance Grant (EMPG)**

Applicant: City of Portsmouth Grant Amount: \$39,955.00

Project: EOC Equipment

All steps below are **required** to be completed in their entirety.  
If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by **ASAP** to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to  
this email address: [NHEMPG.Program@dos.nh.gov](mailto:NHEMPG.Program@dos.nh.gov)

**Grant Agreement**

Grantee signors complete the following:

- Block 1.11 – Subrecipient Signatures  
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- Initial and date **each page of the Grant Agreement**
- Initial and date **Exhibit A, B and C.**

**Additional Required Documents**

- Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the **community/agency's** GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)



## Guidance for Meeting Minutes

**Please use language similar to this when documenting meeting minutes accepting the grant**

*“The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$        for        . Furthermore, the Board acknowledges that the total cost of this project will be \$        , in which the town will be responsible for a 50% match (\$        ).”*

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *“(name and/or title/position) is authorized to sign all documents related to the grant”*. Refer to the Certificate of Authority for additional guidance.

**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: FEBRUARY 15, 2023

TO: KAREN S. CONARD, CITY MANAGER

FROM: SUZANNE WOODAND, DEPUTY CITY MANAGER/DEPUTY CITY ATTORNEY  
PETER RICE, DIRECTOR OF PUBLIC WORKS

RE: PEASE WASTEWATER TREATMENT FACILITY  
UPDATE TO CIP ELEMENT SHEET

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The purpose of this memorandum is to update the City Council of changes to the Pease Wastewater Treatment Facility (Pease WWTF) Capital Improvement Plan (CIP) element sheet in response to updated information from Lonza Biologics Inc (Lonza) located at the Pease Development Tradeport relative to its water and wastewater treatment needs.

In 2018, Lonza submitted correspondence to the City of Portsmouth identifying a need for increased wastewater discharges to the Pease WWTF as part of 20-year build-out scenario. In response to that correspondence and meetings with Lonza representatives, the City undertook various regulatory steps and preliminary engineering to be able to meet those identified long-term needs.

In response to the Environmental Protection Agency issuing a final National Pollution Discharge Elimination System (NPDES) permit for the Pease WWTF in October 2022, which would allow the discharge of additional wastewater, the City pressed Lonza for confirmation that it was still forecasting additional wastewater discharge capacity needs as well as for a commitment to fund the expansion of the facility before the City began extensive engineering design work. Response back from Lonza was slowed by a change in leadership at the local site. A meeting was finally held early this month with Lonza representatives. Attached is the communication from Lonza's legal counsel describing Lonza's changed needs. See attached communication dated February 14, 2023. In short, Lonza no longer requires additional capacity at the Pease WWTF.

City staff has prepared a revised CIP element sheet relative to the upgrade of the Pease WWTF to reflect a modified course of improvements to the outdated facility. No expansion is reflected in this modified element sheet, but instead a course of replacements and upgrades that are needed due to aging equipment and updated regulatory requirements. See attached revised CIP element sheet.

CC: Judie Belanger, Finance Director  
Brian Goetz, Deputy Director of Public Works  
Erich Fiedler, City Engineer



CELEBRATING OVER 35 YEARS OF SERVICE TO OUR CLIENTS

LIZABETH M. MACDONALD  
 JOHN J. RATIGAN  
 DENISE A. POULOS  
 ROBERT M. DEROSIER  
 CHRISTOPHER L. BOLDT  
 SHARON CUDDY SOMERS  
 DOUGLAS M. MANSFIELD  
 KATHERINE B. MILLER  
 CHRISTOPHER T. HILSON  
 HEIDI J. BARRETT-KITCHEN  
 JUSTIN L. PASAY  
 ERIC A. MAHER  
 CHRISTOPHER D. HAWKINS  
 BRENDAN A. O'DONNELL  
 ELAINA L. HOEPPNER  
 WILLIAM K. WARREN

14 February 2023

Via email: [smwoodland@cityofportsmouth.com](mailto:smwoodland@cityofportsmouth.com)  
 and U.S. Mail

Suzanne M. Woodland, Esquire  
 Deputy City Manager/Deputy City Attorney  
 City of Portsmouth  
 City Hall  
 1 Junkins Avenue  
 Portsmouth, NH 03801

RETIRED  
 MICHAEL J. DONAHUE  
 CHARLES F. TUCKER  
 ROBERT D. CIANDELLA  
 NICHOLAS R. AESCHLIMAN

Re: Pease Wastewater Treatment Facility Improvements Design Effort

Dear Suzanne:

This letter follows the productive meeting between representatives of Lonza Biologics, Inc. (“Lonza”) and representatives of the City of Portsmouth and its Public Works and Engineering Departments on Monday, 6 February, and responds to your letter dated 13 December 2022, all of which pertain to the City’s anticipated Pease Wastewater Treatment Facility (“PWWTF”) improvement project. We understand that the City is in the process of working with AECOM Engineering (“AECOM”) to determine the central purpose of that project as one rooted in addressing infrastructure obsolescence and reliability issues at the PWWTF, and potentially one which also incorporates improvements to account for increased demand for capacity by Lonza associated with development of the Iron Parcel, which is now a part of Lonza’s leased property at 101 International Drive (the “Iron Parcel”).

### **Executive Summary**

Lonza is excited to inform you that it is finalizing a pending growing collaboration with a customer that, if and when completed, will require manufacturing space that Lonza intends to provide in Building 1 of its approved site plan for the Iron Parcel, thus advancing Lonza’s long-standing investment in Portsmouth and the state of New Hampshire. However, based on Lonza’s progressing sustainability initiatives as well as the unique requirements of the customer, Lonza anticipates being able to stay within the parameters of its existing water and wastewater permits. As a result, Lonza’s current development plans for the Iron Parcel do not justify capital planning or budgeting for infrastructure improvements to the PWWTF to accommodate additional capacity demand by Lonza, at this time.

DONAHUE, TUCKER & CIANDELLA, PLLC  
 16 Acadia Lane, P.O. Box 630, Exeter, NH 03833  
 111 Maplewood Avenue, Suite D, Portsmouth, NH 03801  
 Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253  
 83 Clinton Street, Concord, NH 03301

Suzanne Woodland, Esquire

Page 2

14 February 2023

Lonza looks forward to beginning construction of the shell of Building 1 on the Iron Parcel and to beginning the local review process for the fit-up and occupation of that building with the City's staff, Technical Review Committee and Planning Board in the near future.

### Analysis

By way of brief background, in 2019, Lonza obtained land use permitting approvals to facilitate the phased construction of three industrial buildings and related site improvements on the Iron Parcel (the "Iron Parcel Approvals" or the "Iron Parcel Project" or the "Project"). More specifically, as originally approved, the phased development contemplated proposed building #1 with a 132,000 sf footprint ("Building 1"), proposed building #2 with a 150,000 sf footprint, and proposed building #3 with a 62,000 sf footprint. Over the subsequent years, Lonza obtained successive extensions of the Iron Parcel Approvals and a renewed Conditional Use Permit approval, all of which approvals are now vested by virtue of certain site work Lonza has performed at the Iron Parcel to include, among other things, the "day-lighting" and restoration of Hodgson Brook which resulted in approximately 42,500 sf of wetland creation.

While Lonza worked to vest its Iron Parcel Approvals to preserve its ability to develop the Iron Parcel, it was also expanding its investment in Lonza's existing facility. Specifically, in an effort to enhance its mammalian drug substance manufacturing capabilities in both Visp, Switzerland and Portsmouth, Lonza fit-up formerly unoccupied space in the existing building at Lonza's Portsmouth facility to support late-phase clinical and commercial development and manufacturing of pharmaceuticals, which initiative will help address increasing market demand for small to mid-scale mammalian-derived biologics (the "Lynx Project"). Lonza's investment in the Lynx Project includes state-of-the-art technologies in perfusion, purification and automation and is projected, once fully operational, to create 250 new jobs.

Additionally, over the last few years, Lonza has been focused on improving its existing operations at the Portsmouth facility and on establishing and implementing new sustainability initiatives, and continues to do so within the context of water reuse efforts, all to decrease its operational footprint and water usage.

Lonza greatly appreciates all of the efforts made by the City, and other regulatory agencies, over the last several years regarding the recently issued National Pollutant Discharge Elimination System Permit (the "NPDES Permit"). With the finalization of the NPDES Permit and the corresponding appeal, Lonza is happy to share with the City news that Lonza recently began working with a customer who has an immediate need for manufacturing space which Lonza intends to accommodate in Building 1 of the Iron Parcel Project (the "Customer"). Towards that end, last month, Lonza obtained minor site plan amendment approvals from the Pease Development Authority's Board of Directors ("PDA") for several minor changes to the Iron Parcel Project's site plan that are required to accommodate the Customer. Should Lonza finalize a deal with the Customer, these approvals will clear the way for Lonza to begin construction of the shell of Building 1 and associated site improvements on the Iron Parcel. Further, these minor site plan amendments from the PDA clear the path for Lonza to initiate the City of Portsmouth's review, through its City Staff, the Technical Review Committee and

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ultimately the Planning Board, of Phase II of the Project, which pertains to the fit-up and eventual occupation of Building 1 by the Customer ("Phase II"). Lonza anticipates that should it finalize a deal with the Customer and obtain the necessary land use permits, the new operation on the Iron Parcel will create many additional jobs, further cementing Lonza's continuing investment in Portsmouth, in New Hampshire, and in the surrounding region.

As the City is well-aware, part of the Phase II review and approval process requires a review of the anticipated water and wastewater needs and the implications of same on Lonza's existing water and wastewater permits. Fortunately, and as we discussed at our meeting on 6 February, based on Lonza's progressing sustainability initiatives and the unique requirements of the Customer, Lonza anticipates being able to work within the parameters of its existing permits such that no increased wastewater flows are anticipated at this time. Lonza looks forward to discussing this issue further with the City's Public Works and Engineering Departments.

Finally, as currently contemplated, Lonza's expected development on the Iron Parcel for the foreseeable future will not necessitate additional capacity for increased wastewater flows beyond its existing permits. Accordingly, the City does not need to, and should not, incorporate expansion improvements by Lonza within its capital improvement budgeting and planning for the PWWTF project, which it is currently undertaking with AECOM.

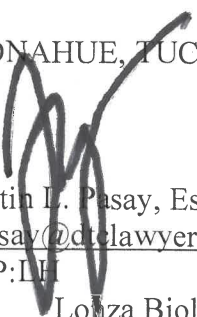
### Conclusion

Lonza continues to appreciate the collaboration with and support from the City of Portsmouth which it has enjoyed over the years and Lonza looks forward to advancing its investment in Portsmouth through the development of the Iron Parcel as summarized in this letter.

Thank you very much for your time, and please do not hesitate to reach out to me with comments or questions that you may have.

Yours truly,

DONAHUE, TUCKER & CIANDELLA, PLLC

  
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cc: Lonza Biologics, Inc.  
Pease Development Authority  
Tighe & Bond

## EF-12-SD-93: Pease Wastewater Treatment Facility

Department	Public Works – Sewer Division
Project Location	Pease WWTF at Corporate Dr
Project Type	Upgrade of Existing Facilities
Commence FY	2022
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	High (\$100,000 or more)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive to Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

**Description:** The Pease treatment facility was original constructed in the 1950s and was upgraded in the 1990s. Selected upgrades have been completed since the 1990s with the Headworks and primary clarifier project completed in 2021, but much of the facility has exceeded its useful lifespan and needs replacement. The City received an updated NPDES permit allowing for an increase in design flow rate from 1.2 million gallons per day to 1.77 million gallons per day. This increase in flow was to accommodate a request from Lonza Biologics for potential expansion of their manufacturing capacity. In February 2023, the City was notified that the request for an increase in flow was no longer required due to water conservation upgrades and manufacturing process changes completed by Lonza Biologics. Since no additional flow is required to accommodate Lonza’s expansion needs, the City is changing its project scope to only include critical refurbishment of existing equipment. Initial engineering design for the necessary upgrades is underway. Funding under the bond category represent the costs to design and construct replacement of aged equipment at the existing facility. Costs are preliminary and will be refined as the design moves forward. The City is working to fund this project using revolving loan funds (SRF) in order to take advantage of principal forgiveness, lower interest rates and favorable construction financing.

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Pease Wastewater Facility NPDES Permit Renewal 2019</a> <ul style="list-style-type: none"> <li>• <a href="#">Pease Wastewater Treatment Facility</a></li> <li>• <a href="#">FY23-FY28 CIP (Prior Year) Project Sheet</a></li> </ul> </li> </ul>

Notes of Changes in Funding Plan from FY23-28 CIP:
Project costs updated after 2/6/23 Public Hearing due to changes in need from Lonza as well as an updated costing and timeline. Updates presented at 2-21-23 CC Meeting.

		FY24	FY25	FY26	FY27	FY28	FY29	Totals 24-29	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State (ARPA)	1%							\$0	\$450,000	\$450,000
Bond/ Lease	96%		\$20,000,000					\$20,000,000	\$9,250,000	\$29,250,000
Other	0%							\$0	\$0	\$0
Revenues	3%							\$0	\$800,000	\$800,000
PPP	0%							\$0	\$0	\$0
	Totals	\$0	\$20,000,000	\$0	\$0	\$0	\$0	\$20,000,000	\$10,500,000	\$30,500,000