

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, JANUARY 6, 2025 TIME: 6:00PM

*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\\_vQzTDBO4Srmz2oOTjvpXzw](https://us06web.zoom.us/webinar/register/WN_vQzTDBO4Srmz2oOTjvpXzw)

**5:30PM – ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A**

1. LITIGATION - RSA 91-A:3, II (d) & (l)
2. DISPOSITION OF REAL ESTATE - RSA 91-A:3, II (d) & (l)

## AGENDA

- I. **6:00PM - WORK SESSION REGARDING MARKET SQUARE MASTER PLAN**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting]**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**

### PROCLAMATION

1. Stalking Awareness Month

VII. **ACCEPTANCE OF MINUTES – OCTOBER 21, 2024 AND NOVEMBER 18, 2024**

VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

1. \*Holiday Lights Contest Winners and Honorable Mentions
2. \*Recognition of David Desfosses, Project Manager for Engineering and Operations

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**

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

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

### A. CITY MANAGER CONARD

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

1. Planning Board Recommendation on Osprey Landing Open Space
2. Ratification of Water Line Agreement with CSX Railroad Crossing on Market Street Extension

## XII. CONSENT AGENDA

- A. Letter from Maria Stephanou, Director, requesting permission to hold the annual Seacoast Walk to End Alzheimer's on Sunday, October 26, 2025 (***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 Cortney Sawyer, McNabb Properties regarding Outdoor Dining & Chair Fee Policy (***Sample motion – move to accept and place on file***)
- C. Letter from Justin Chenette, Sweetser, requesting reimbursement of \$1,500.00 for providing mental health services to Portsmouth residents (***Sample motion – move to refer to the Welfare and Legal Departments***)

## XIV. MAYOR McEACHERN

1. Municipal Building Blue Ribbon Committee Appointments
- Cameron Horack
  - Mary Lou McElwain
  - Renee Plummer
  - John O'Leary
  - Peter G. Weeks
  - \*Rick Chellman, Planning Board Chair
  - \*Kate Coyle, Police Commissioner Chair
  - \*Mark Newport, Police Chief
  - \*Karen Conard, City Manager
  - \*John Tabor, City Councilor
  - \*Kate Cook, City Councilor
- (Sample motion – move the appointments to the Municipal Building Blue Ribbon Committee as presented)***
2. Appointments to be Considered:
- Reappointment of Jeff Stern to the Board of Library Trustees
  - Appointment of Bill Bowen to the Planning Board
  - Reappointment of Anthony Coviello to the Planning Board
  - Appointment of Ryann Wolf to the Planning Board
  - Appointment of Frank Perier as an Alternate to the Planning Board
  - Appointment of Frederick Calcinari to the Sustainability Committee
  - Appointment of Rhianna Tallarico to the Sustainability Committee
  - Reappointment of Thomas Watson to the Trustee of the Trust Funds



3. Resignation
  - Jessica Dickey from the Arts & Cultural Commission effective immediately (***Sample motion – move to accept the resignation with regret and to send a letter of thanks for her service to the City***)
4. \*Establishment of City Manager Evaluation Committee (***Sample motion – move to form the City Manager Evaluation Committee composing of Assistant Mayor Kelley-Adams, Councilor Blalock, and Councilor Bagley***)

## **XV. CITY COUNCIL MEMBERS**

### **A. COUNCILOR COOK**

1. Adoption of the Volunteer Training and Standards of Conduct and Ethics Policy and the Board, Commission, and Committee Handbook for Volunteers (***Sample motion – move to adopt the Policy and the Handbook as presented***)

### **B. COUNCILOR BAGLEY**

1. Parking & Traffic Safety Committee Action Sheet and Minutes of the December 5, 2024 meeting (***Sample motion – move to approve and accept the action sheets and minutes of the December 5, 2024 Parking & Traffic Safety Committee meeting***)

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

- A. Acceptance of Donation to the Fire Department from Paul Gormley & Kimi Iguchi (***Sample motion – move to approve and accept the \$1,000.00 donation to the Fire Department to be used at their discretion***)
- B. Acceptance Grant to the Senior Activity Center (***Sample motion – move to approve and accept the grant as presented***)
- C. Acceptance of FEMA Public Assistance Disaster Grant for the Fire and Public Works Departments - \$9,703.48 (***Sample motion – move to approve and accept the \$9,703.48 FEMA Public Assistance Disaster Grant for the Fire Department***)

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

1. \*City of Portsmouth Designated "SolSmart Bronze" for Solar Energy Leadership
2. \*Municipal Complex Boiler Building Chimney Status 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**



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\\_OsW01cPVSOm9mNriAvw2Pg](https://us06web.zoom.us/webinar/register/WN_OsW01cPVSOm9mNriAvw2Pg)

## **MARKET SQUARE MASTER PLAN** **CITY COUNCIL WORK SESSION**

***MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS  
PORTSMOUTH, NH***

***DATE: MONDAY, JANUARY 6, 2025***

***TIME: 6:00PM***

### **AGENDA**

- I. Call to Order - Mayor McEachern
- II. Introduction - City Manager Conard
- III. Presentation - Market Square Master Plan Progress  
BETA Group - Arek Galle & Jeff Maxtutis
- IV. Discussion / Questions & Answers with City Council Members
- V. Public Comment
- VI. Adjournment

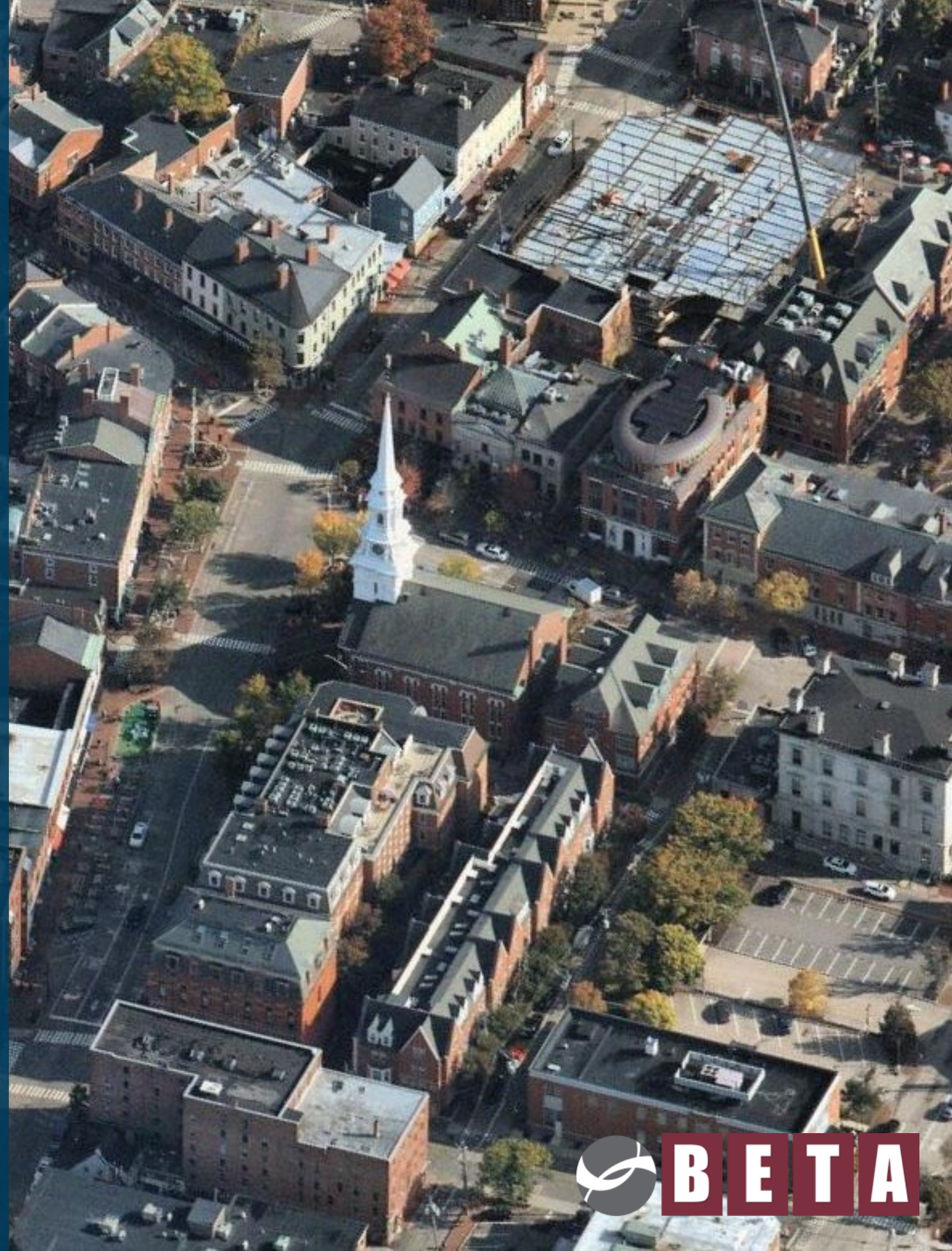
**KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK**



# MARKET SQUARE MASTER PLAN



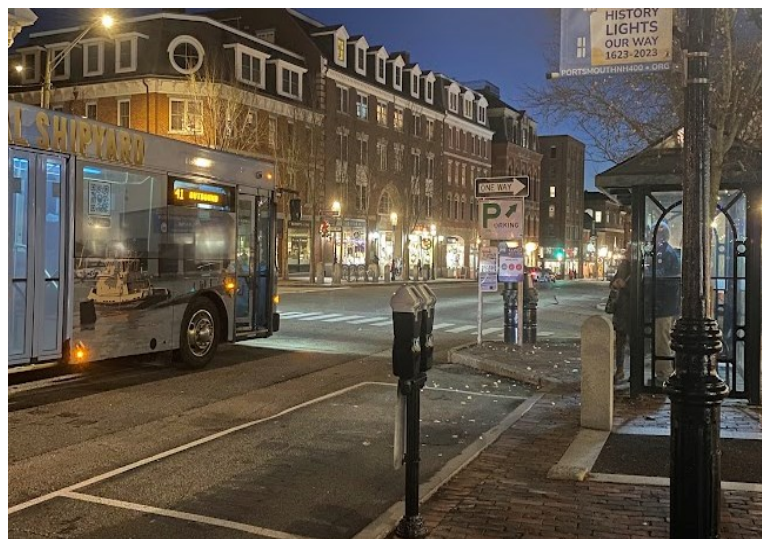
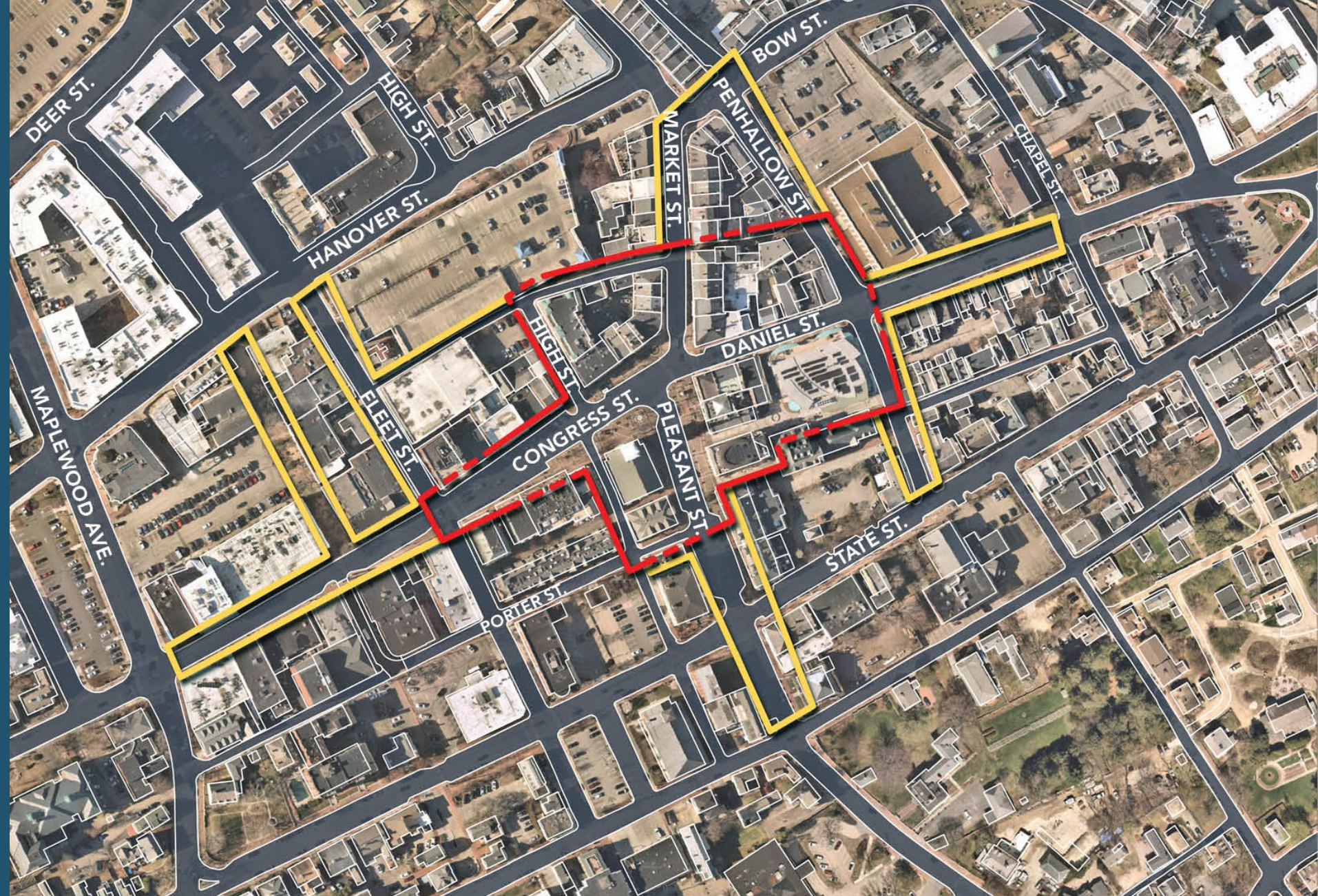
City Council Work Session R.1  
January 6, 2025







1. Introduction
2. Master Plan Process
3. Initial Findings
4. Concept Development





# Master Plan:

## Setting the stage for future improvements

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### Per City Request for Proposals (RFP)

- *Market Square... 'due for an upgrade'*
- *Develop a plan that addresses publicly accessible spaces (Public Realm)*
  - *Streets, Sidewalks, Alleyways, Public Parking, etc.*
- *Create a “Shared Public Conceptual Vision Plan”*
- *With recommendations regarding expanded areas for:*
  - *Outdoor dining*
  - *Expanded universal accessibility*



# LEGEND

— PROJECT AREA

— OUTDOOR DINING STUDY AREA









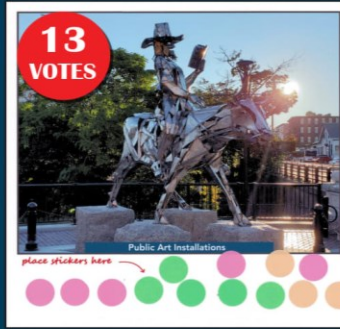
# Public Realm

Place stickers on the images of precedent ideas that you would like to see incorporated in Market Square.

**VOTE FOR YOUR TOP 3**



Workshop 1 - Board 2 of 8





# General Input

- **People are important**  
A place for people
- **Details Matter**  
Crosswalks  
Greenspace  
Public Seating  
Wider sidewalks  
Integrated outdoor dining  
Performance Space/Art
- **Cars are overwhelming at times**
- **Balance functional considerations**
- **More public seating/dining**



# Market Square Master Plan

## General – Synthesizing Public Input



1. Sense of loss of Market Square as a community gathering space, in instances some expressed a loss of community feel, observations that community services & businesses in the Market Square area are limited.
2. Sense of privatization of the Public Realm in and around the Square.
3. Growing concern that families with young children have limited attractions/things to do in Market Square.
4. Concern over vehicle congestion, safety, noise and pollution.
5. Concern over the possible elimination of vehicles entirely:  
*There are residents & businesses that need 24/7 access.*
6. Multi-modal alternatives need consideration & greater integration.

# Market Square Master Plan Specific – Synthesizing Public Input



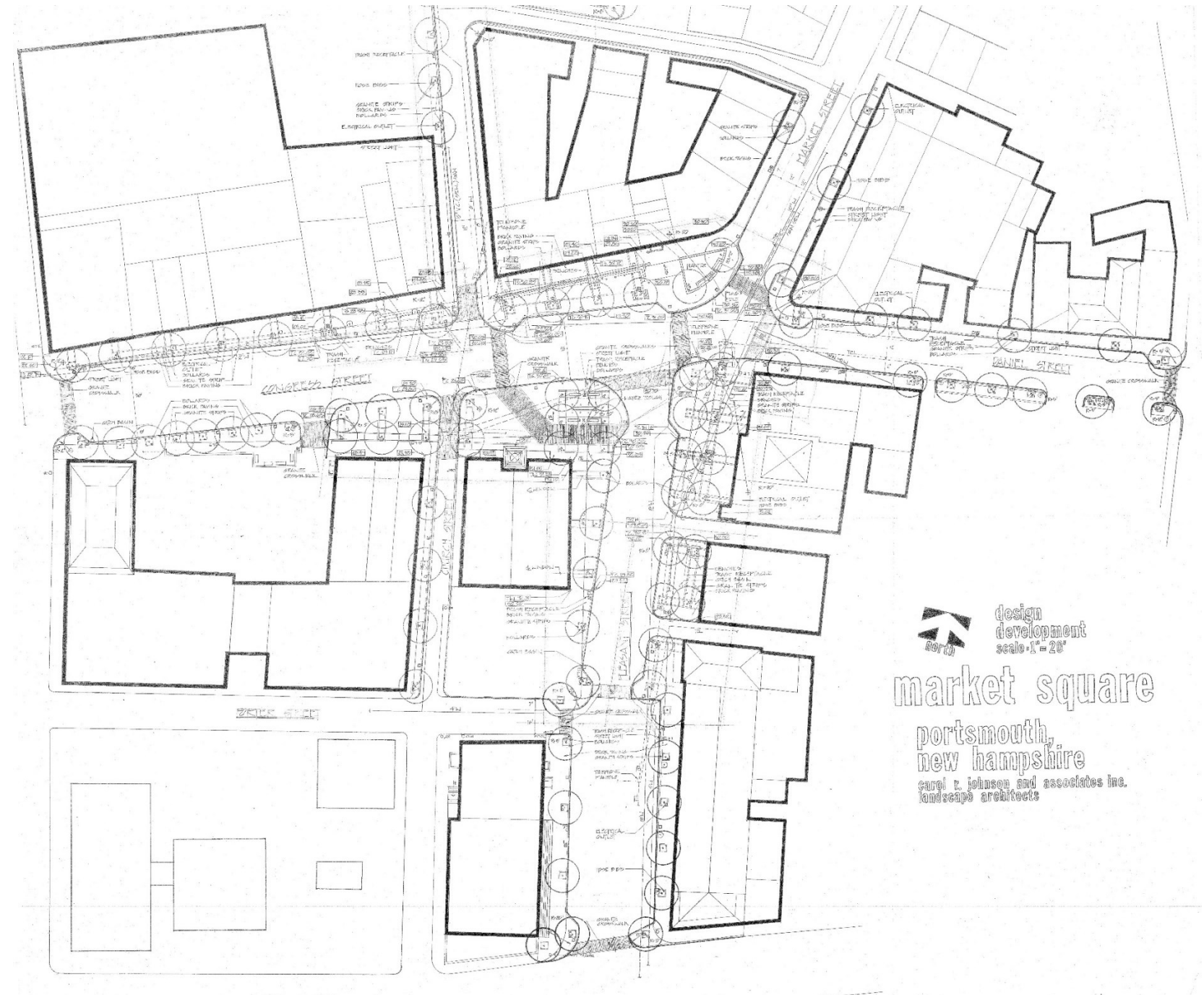
1. Maintain the character of the Square.
2. Improve sidewalks: Surfaces, Walkability.
3. Enhance pedestrian crossings.
4. Reduce vehicular conflict and confusion.
5. Balance vehicular access, parking, deliveries & loading.
6. Create flexible management for street openings and closures.
7. Enhance Public realm
  - Enhance /Improve Fountain/Water feature
  - Improve wayfinding /signage
  - Improve or create Public Restrooms
  - Increase Street Trees
  - Enhance Lighting
  - Improve/Create public art/performance space
  - Expand public seating and outdoor dining



# Re-visiting the Original Market Square Master Plan



1. Improve Lighting
2. Enhance Sidewalk Areas
3. Improve crosswalks
4. Enhance Fountain



# Market Square Master Plan Initial Recommendations



1. Reduce pavement widths to eliminate driver confusion.  
Emphasis on Congress St. as two lanes and Pleasant St. corridor.
2. Create consistent vehicular travel experience where possible
3. Eliminate one left turn lane from North-bound Pleasant St.
4. Re-set curbing flush in areas, expand sidewalk materials
5. Enhance crosswalks – widths, alignments, materials
6. Expand sidewalk areas for dining, street trees.
7. Realize Public Realm opportunities on north side of Congress Street
8. Employ removeable bollards for flexible street closure for predictable closure of streets, create programmatic management options.
9. Explore deliveries & loading spaces that flex to sidewalks and parking.
10. Hanover St. Garage – w/enhanced wayfinding it can do more:  
Public Restrooms – Convenient and welcoming, Bike/Scooter Storage



# Existing On-Street Parking

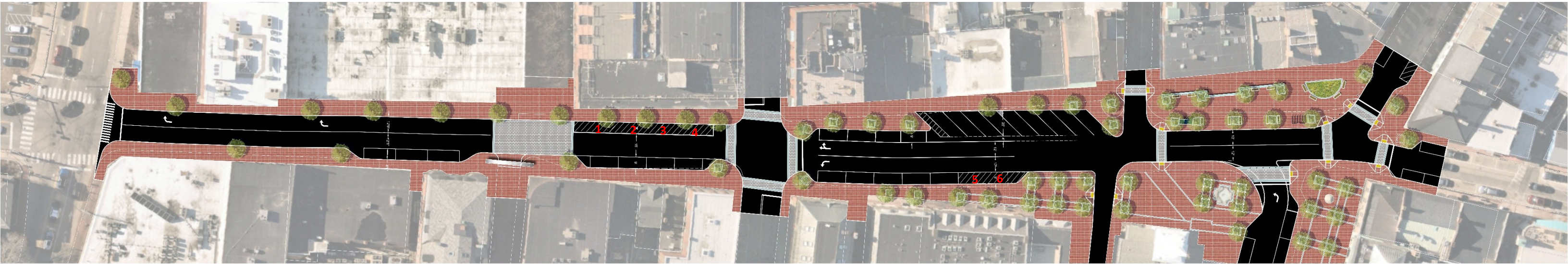
- PARK MOBILE REGULATED SPACES
- DELIVERY / LOADING ZONE
- 3 HOUR GENERAL
- ACCESSIBLE SPACE
- MOTORCYCLE PARKING



PARKING BY STREET	DURING OUTDOOR DINING SEASON		
	Red	Light Blue	Purple
PLEASANT STREET	38	2	5
CONGRESS STREET	28	2	
PENHALLOW STREET	31		
MARKET STREET	20		
FLEET STREET	8		
HIGH STREET	5		
<b>TOTALS</b>	<b>122</b>	<b>4</b>	<b>5</b>
	<b>5</b>	<b>8</b>	
	<b>112</b>	<b>4</b>	<b>6</b>



# Congress Street Initial Studies – Concept 1



2  
LANES

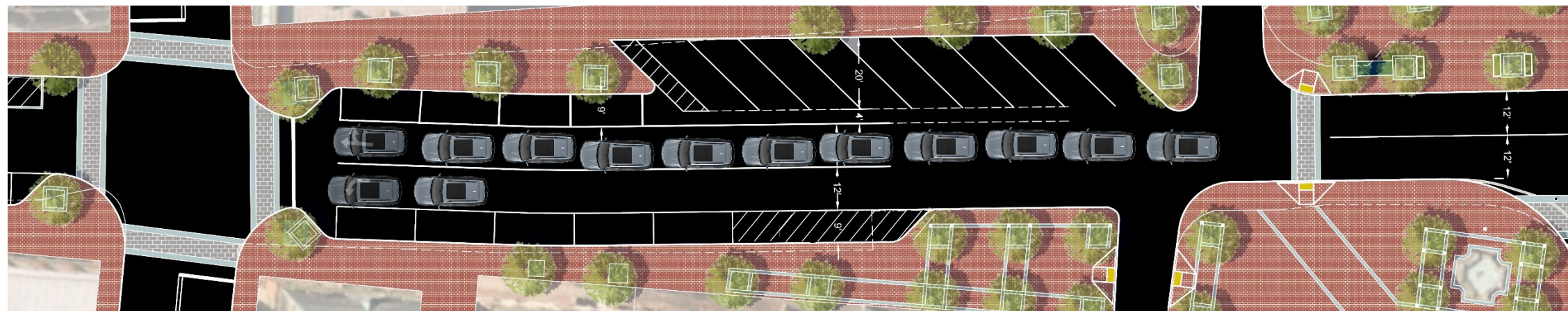
Diagonal  
PARKING

25  
PARKING SPACES

6  
FLEX SPACES

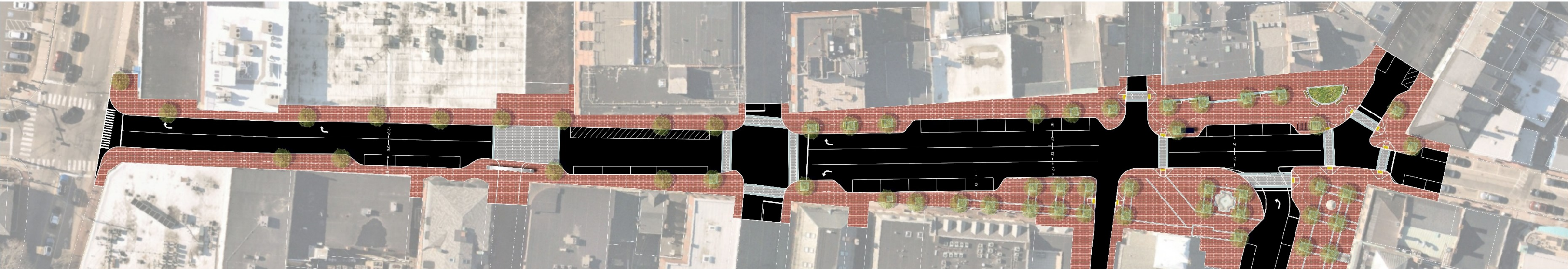
30  
EXISTING SPACES

(Delivery zone in AM and parking in PM)





# Congress Street Initial Studies – Concept 2



**3**  
LANES

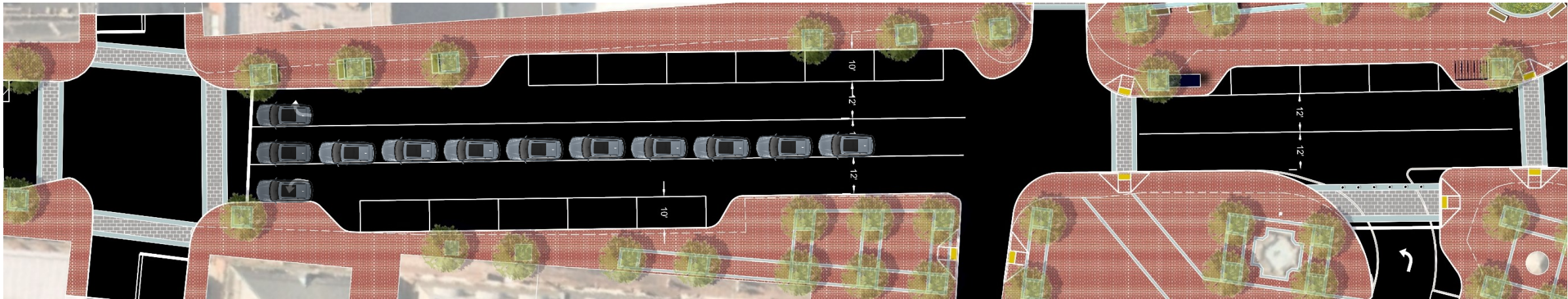
**PARALLEL**  
PARKING

**22**  
PARKING SPACES

**0**  
FLEX SPACES

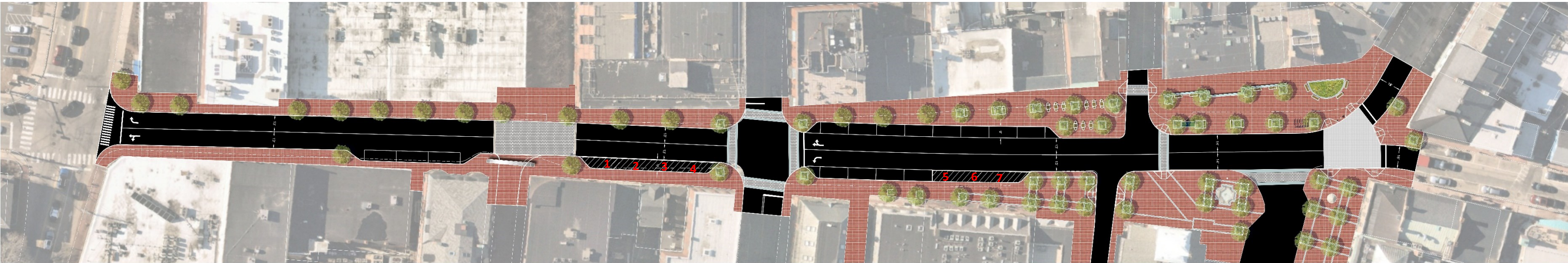
**30**  
EXISTING SPACES

(Delivery zone in AM and parking in PM)





# Congress Street Initial Studies – Concept 3



**2**  
LANES

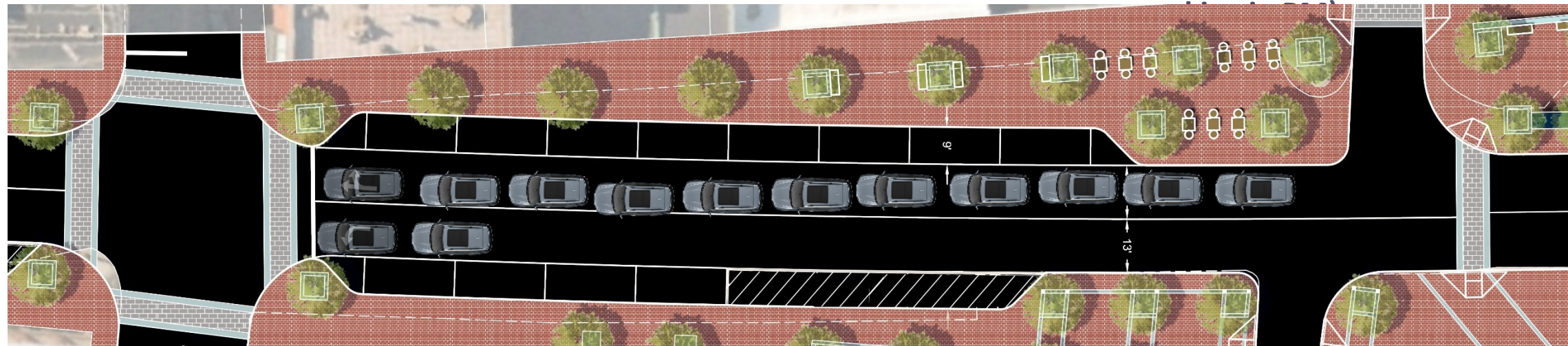
**PARALLEL  
PARKING**

**15**  
PARKING SPACES

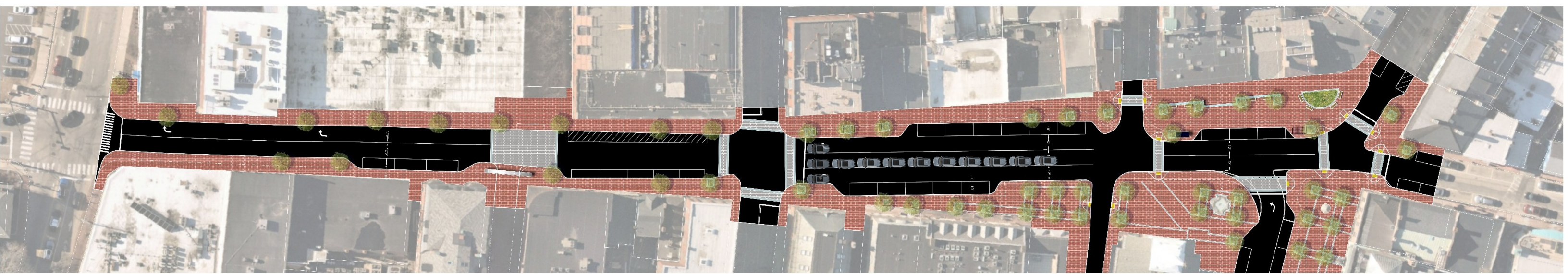
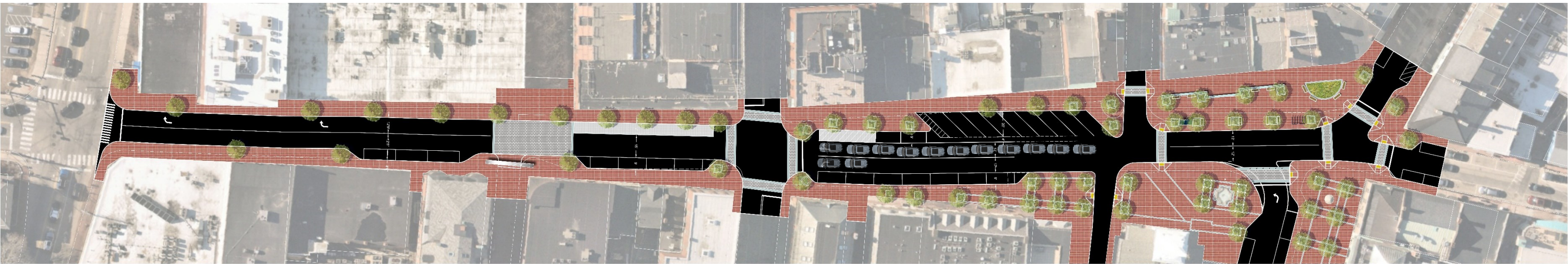
**7**  
FLEX SPACES

**30**  
EXISTING SPACES

(Delivery zone in AM and





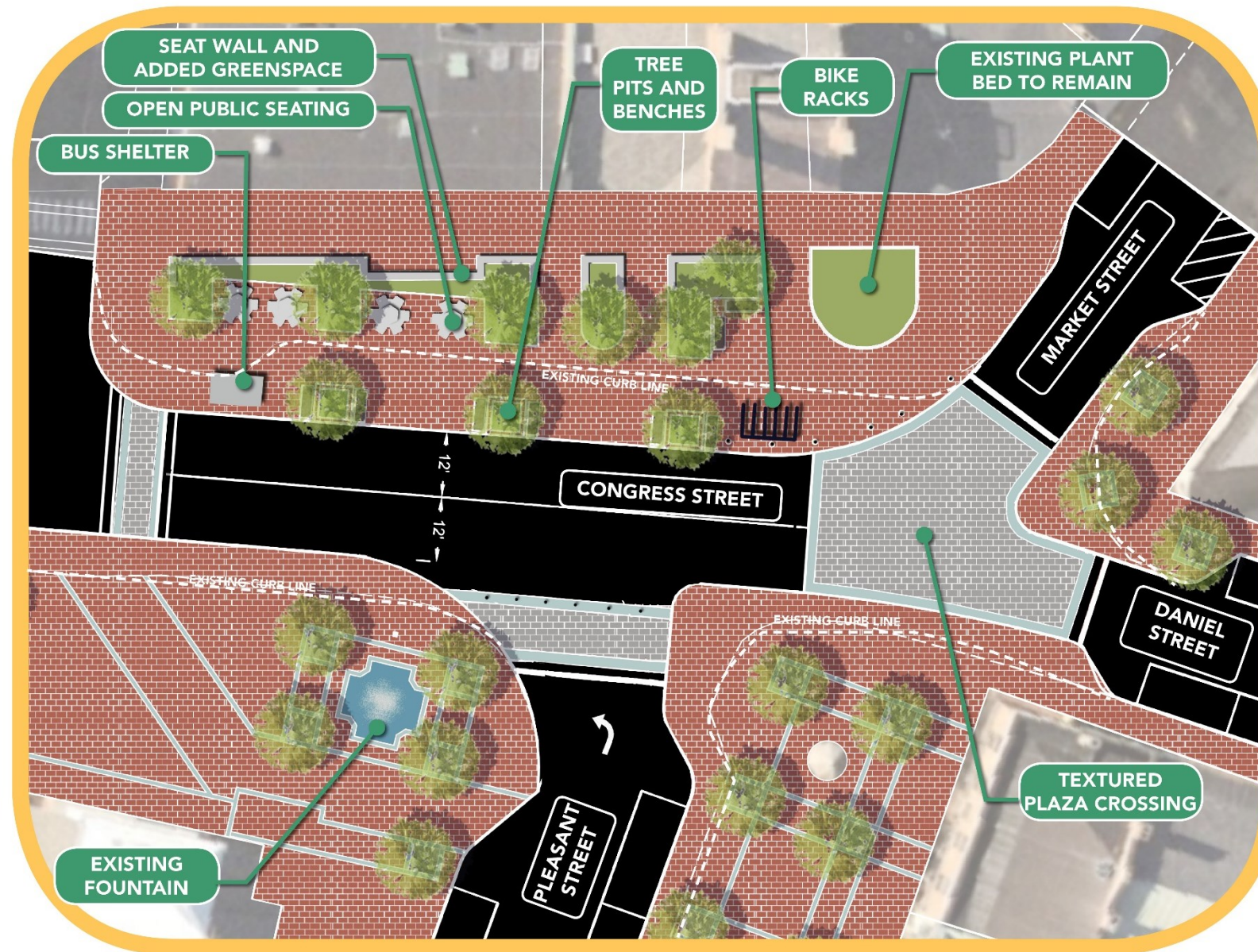
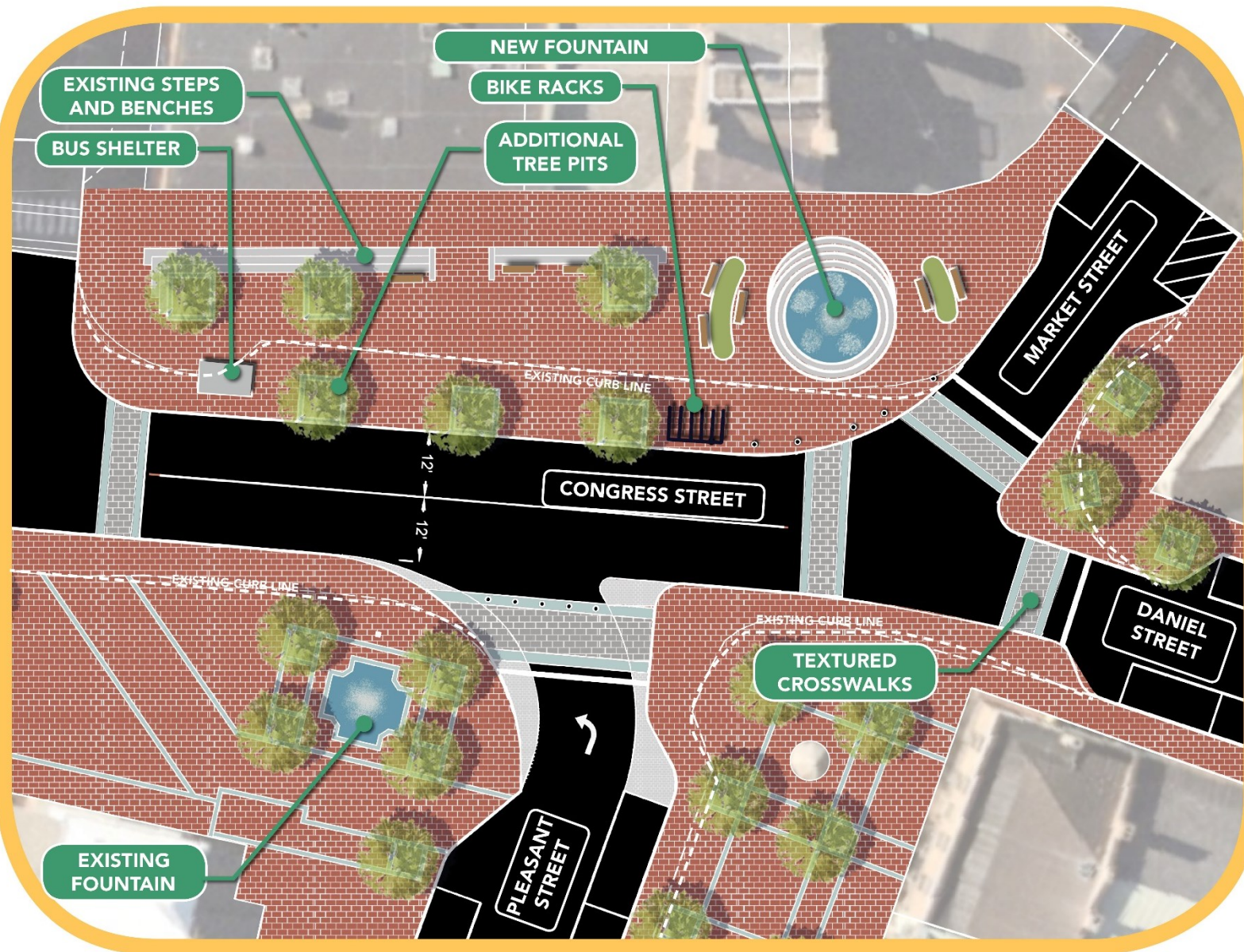




# Congress Street Initial Studies Detail

STUDY 1

STUDY 2







# Congress St. existing conditions

## MARKET SQUARE MASTER PLAN





Congress St -concept with additional seating

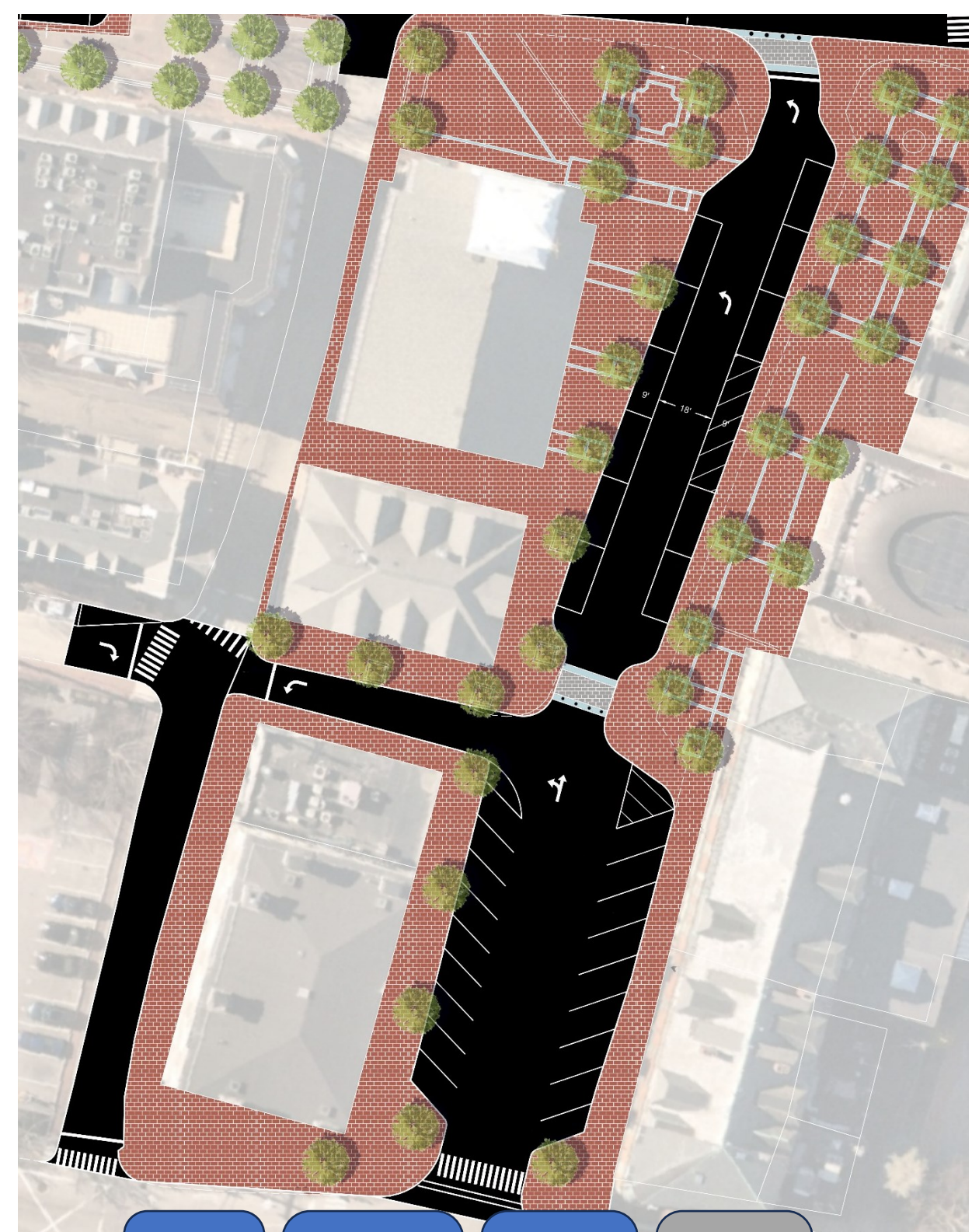
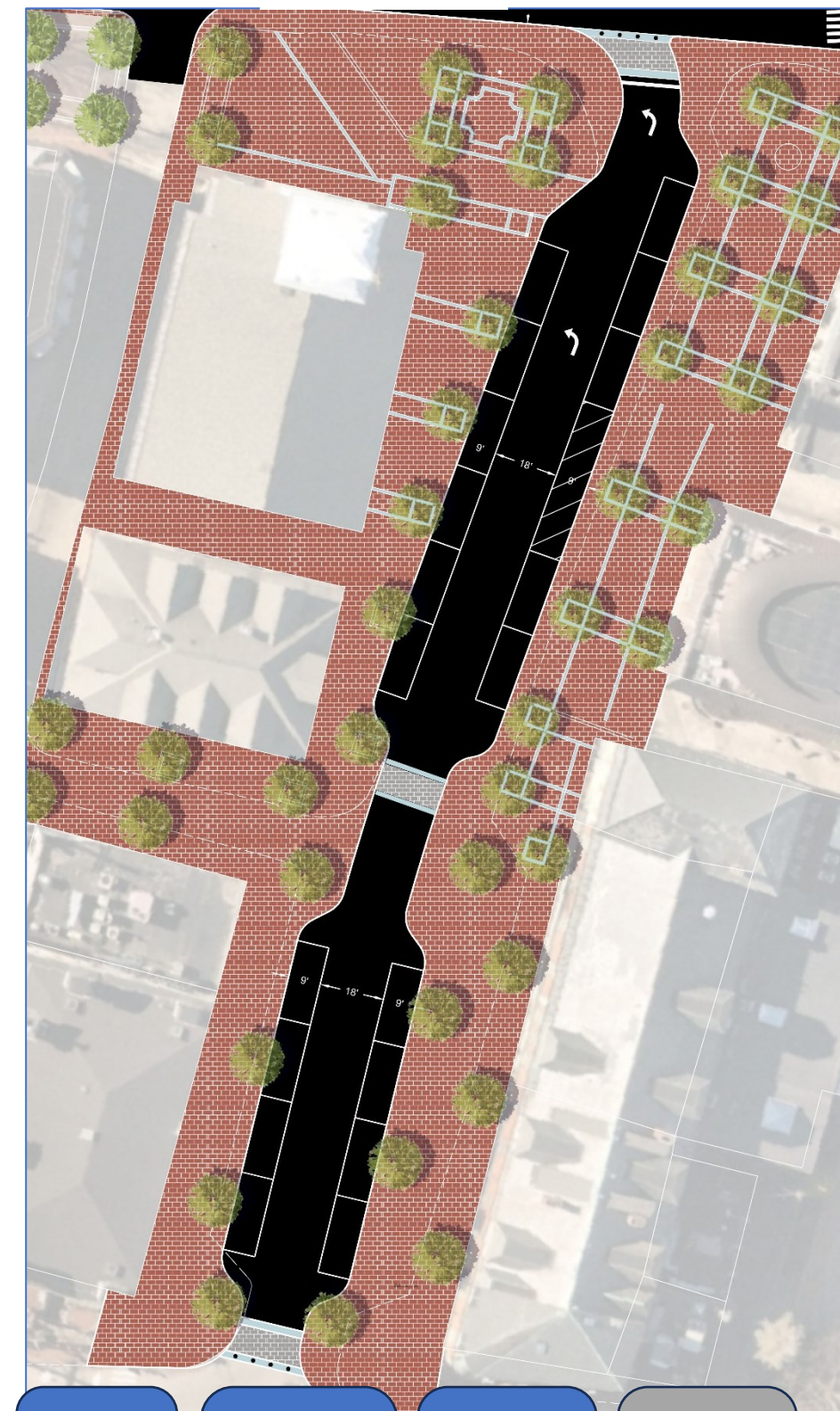


# Pleasant Street Studies

Study 1

Study 2

Study 3



**1**  
LANE

PARALLEL  
PARKING

**19**  
PARKING  
SPACES

**32**  
EXISTING  
SPACES

**1**  
LANE

DIAGONAL  
AND  
PARALLEL  
PARKING

**24**  
PARKING  
SPACES

**32**  
EXISTING  
SPACES

**1**  
LANE

DIAGONAL  
AND  
PARALLEL  
PARKING

**29**  
PARKING  
SPACES

**32**  
EXISTING  
SPACES



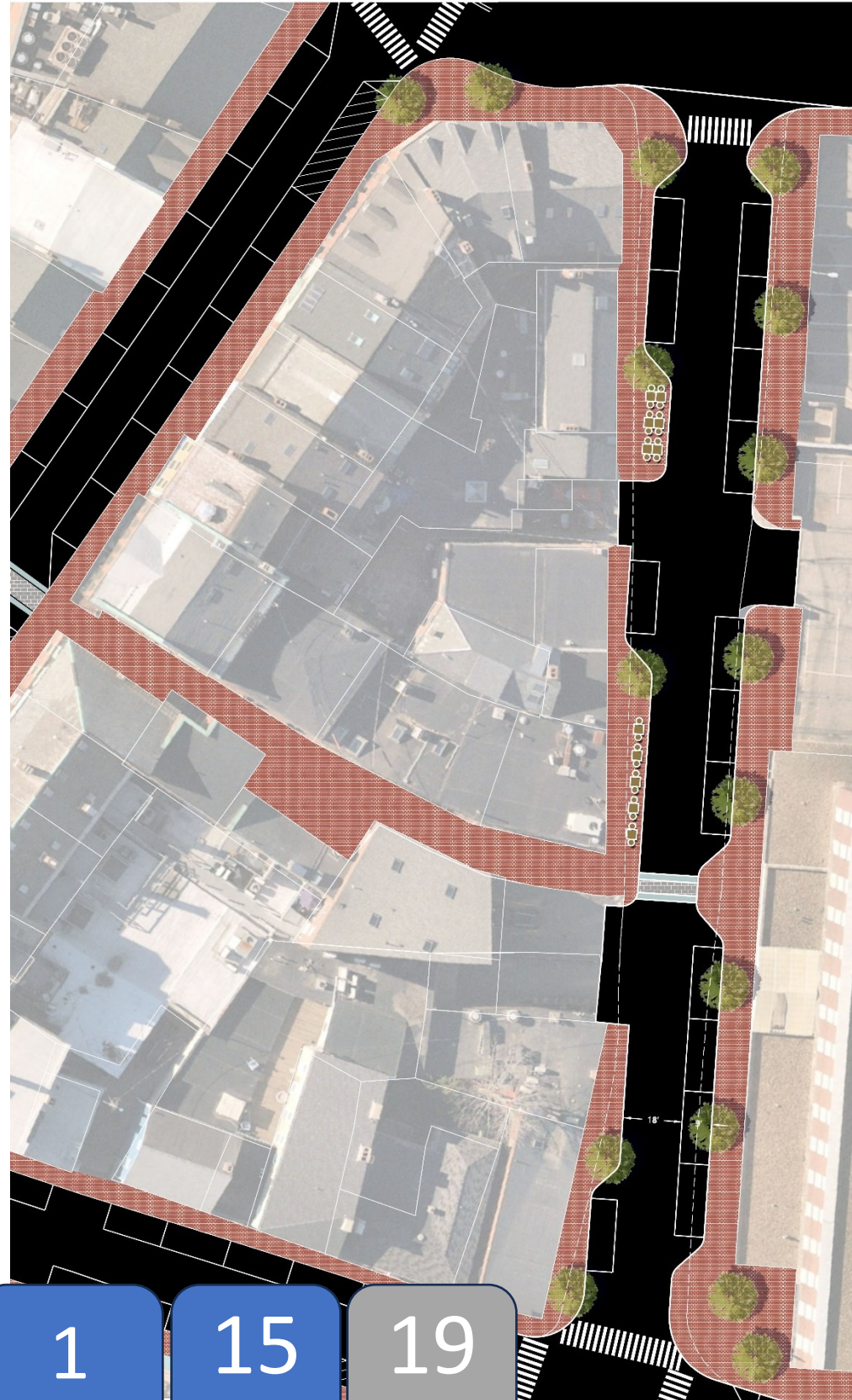
# Penhallow Street Studies

Penhallow North: Study 1



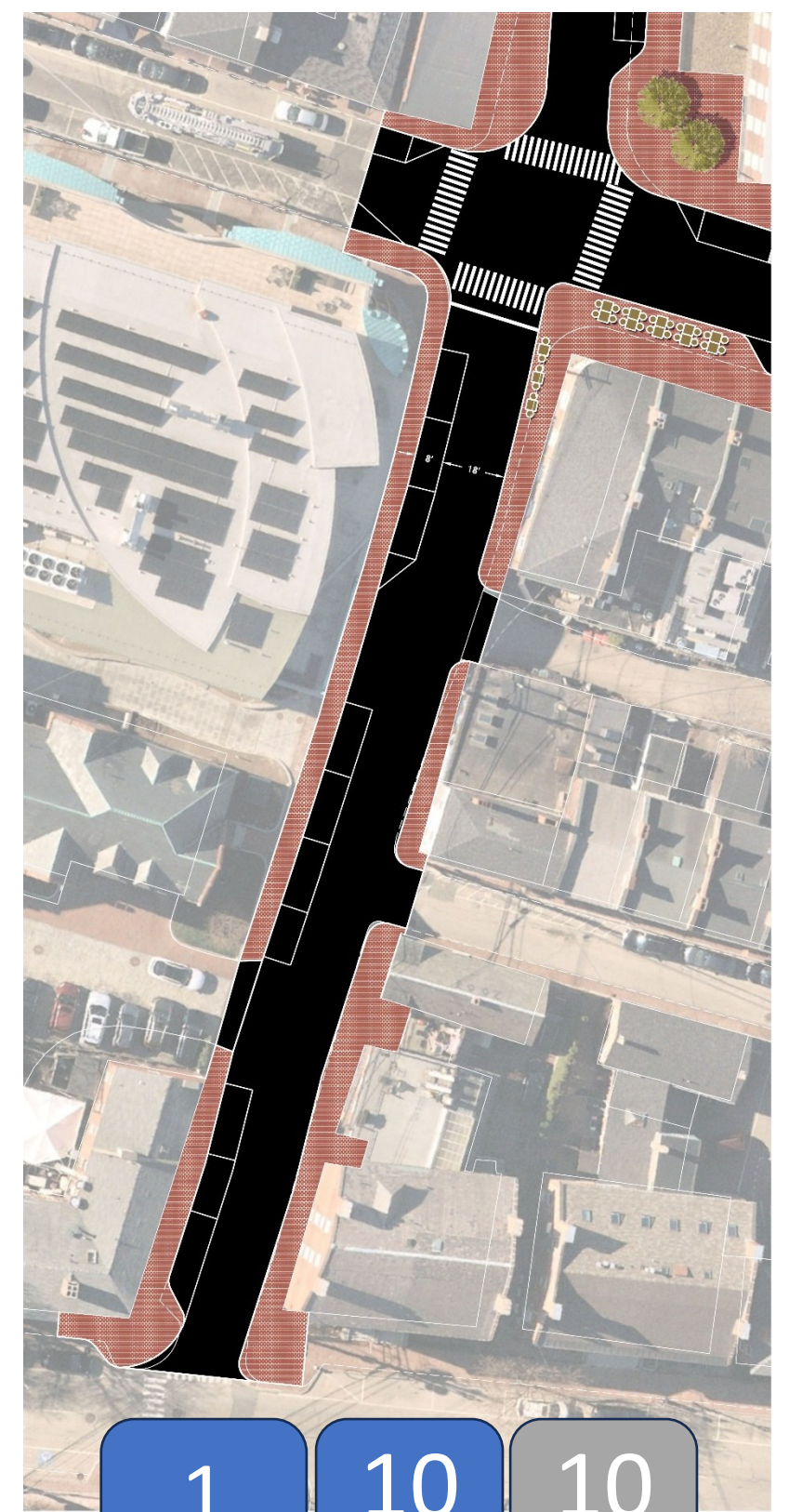
1-2 LANE	11 PARKING SPACES	19 EXISTING SPACES
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Penhallow North: Study 2



1 LANE	15 PARKING SPACES	19 EXISTING SPACES
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Penhallow South



1 LANE	10 PARKING SPACES	10 EXISTING SPACES
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# Market Street



1 LANE	20 PARKING SPACES	20 EXISTING SPACES
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# Fountain/ Water Feature

Existing Fountain



Enhanced Fountain



Increase visual qualities, consider interactive features such as lighting, and water jets.



# Paving/Surface Treatments



Continue use of authentic and traditional surface materials with high attention to detail



# Removable & Fixed Bollards

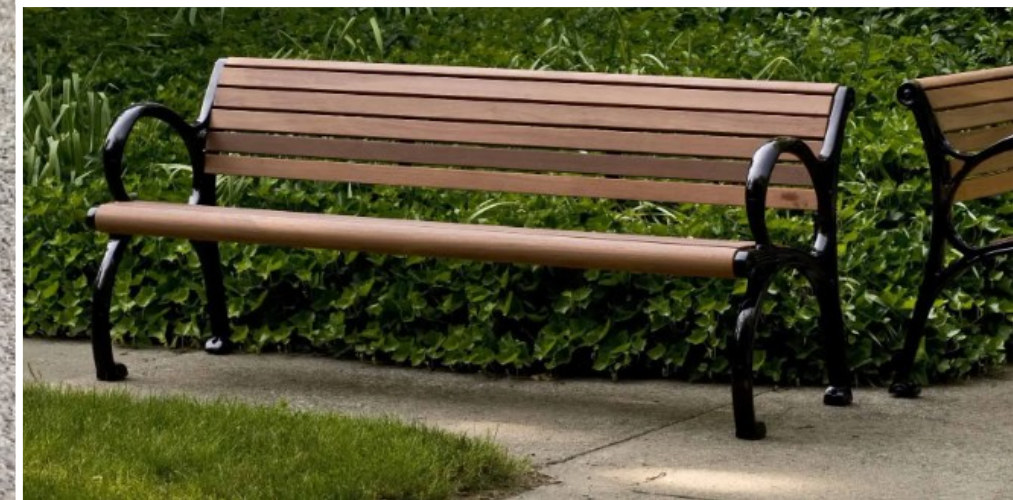


Incorporate removable & fixed bollards, bollard and chain system in appropriate areas to guide pedestrian movement as well as frame vehicular traffic patterns



# Seating

Create space for additional open public seating and dining facilities





# Site Amenities



**Increase existing street tree pit size  
Expand shade trees other plantings**



**Improve bike rack locations**



# Lighting



Explore techniques to improve efficiency of distribution & amount of light output from period fixtures





# Congress St. existing condition

## MARKET SQUARE MASTER PLAN





Concept with Congress St. reconfigured

# MARKET SQUARE MASTER PLAN





  
USE THIS STICKER  
TO SHOW US  
WHERE YOU WOULD  
LIKE TO SEE MORE  
OUTDOOR DINING



23 TOTAL VOTES



# Related Initiatives & Studies



- 1. State Street –Two-way Concept
- 2. Parking Utilization Study
- 3. Climate Action Plan
- 4. Bicycle & Pedestrian Plan

## City of Portsmouth Parking Utilization Study Update

CITY COUNCIL WORK SESSION  
September 23, 2024



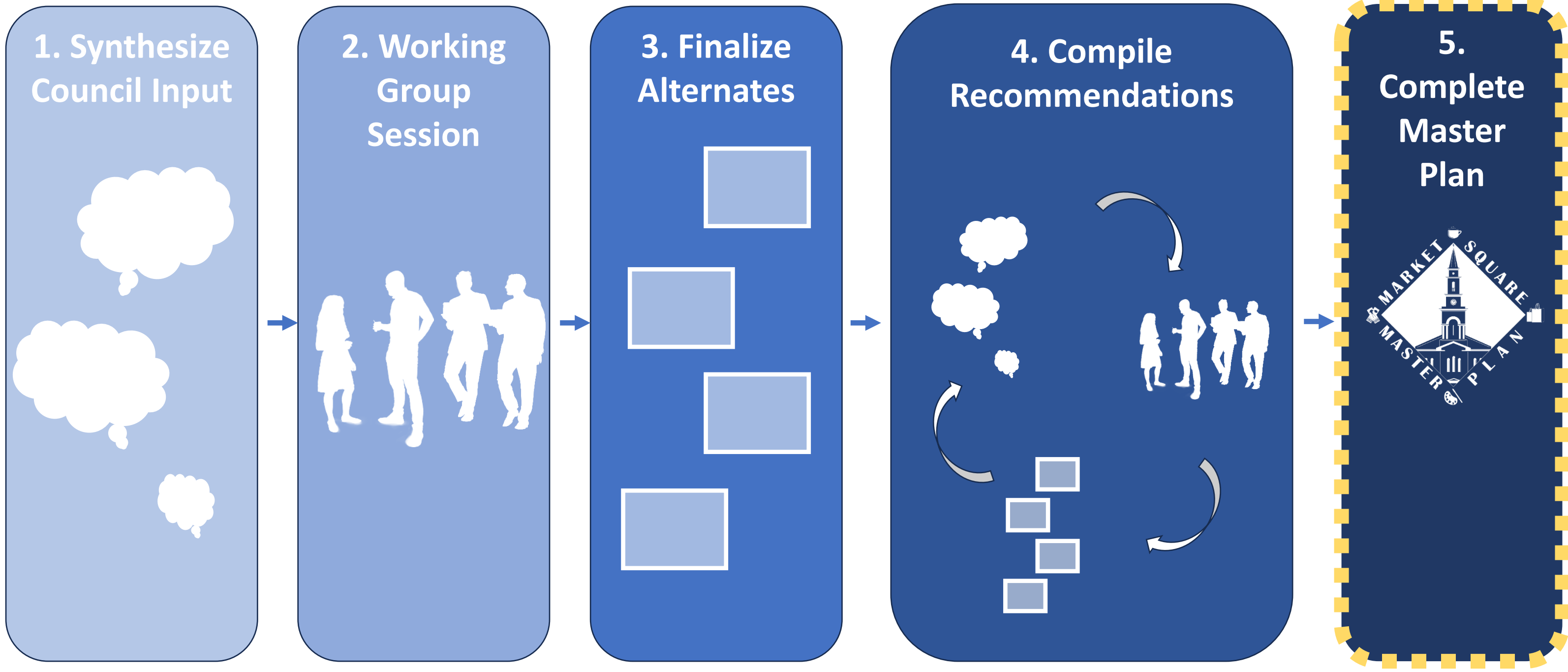
State Street Two-Way Modeling Effort  
Portsmouth, New Hampshire

June 1, 2023





# Next Steps







**Thank You!**

**Arek Galle RLA, AICP  
Project Manager  
BETA Group Inc.**

**Jeff Maxtutis  
Transportation Planner  
BETA Group Inc.**



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

- Whereas:** January was declared National Stalking Awareness Month in 2011 because of the continuing prevalence of stalking in every community and its effect on all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and
- Whereas:** One in every three women and one in every six men are victims of stalking in their lifetimes; and
- Whereas:** Stalking has long-lasting negative effects that can upend the lives of victims and their families, forcing them to make tough decisions including changing jobs, relocating homes or even hiding their addresses through state-offered programs to protect themselves and their families; and
- Whereas:** In 2024, President Biden called on all Americans to speak out against stalking and to support the efforts of advocates, courts, service providers and law enforcement to help those who are targeted and send the message to perpetrators that these crimes will not go unpunished; and
- Whereas:** Here in Portsmouth, since 2015 when A Safe Place and Sexual Assault Support Services (SASS) officially merged as the single nonprofit HAVEN, that organization has provided support services and preventative education to those impacted by stalking, domestic violence, and sexual violence; and
- Whereas:** The City of Portsmouth has employed a Victim Witness Advocate since 1999, with funding from the Violence Against Women Act, to work with the Portsmouth Police Department and the City's Legal Department Prosecutors to support victims of stalking; and
- Whereas:** The City reminds everyone that confidential, local help is available, 24 hours a day, at the HAVEN Violence Prevention and Support Hotline: 603-994-SAFE; and
- Whereas:** The City of Portsmouth stands with all other New Hampshire Prosecutors and Law Enforcement as sentries on the front lines, advocating on behalf of victims of stalking.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim January 2025 in Portsmouth as

**Stalking Awareness Month**

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



Given with my hand and the  
Seal of the City of Portsmouth  
on this 6th day of January, 2025.

Deaglan McEachern, Mayor of Portsmouth



## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, OCTOBER 21, 2024

PORTSMOUTH, NH  
TIME: 7:00PM

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

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

### **IV. ROLL CALL**

**PRESENT:** Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Moreau and Lombardi

**ABSENT:** Councilor Bagley

### **PROCLAMATIONS**

1. Move It or Lose It Day in Portsmouth on behalf of Student Mayor Maxwell Cyr

Mayor McEachern read the Proclamation from Student Mayor Maxwell Cyr urging members of the community to use and value the outdoor activities we have and work to bring more opportunities forward together.

### **MAYOR'S AWARD**

1. Laurie Mantegari

Mayor McEachern presented a Mayor's Award to Laurie Mantegari for her attention to the "Everyday Details" that make Portsmouth a better place to live.

2. Ristorante Massimo 30<sup>th</sup> Anniversary Proclamation

Mayor McEachern presented a Proclamation to Massimo Morgia celebrating the 30<sup>th</sup> Anniversary of Ristorante Massimo. Massimo accepted the Proclamation with thanks and appreciation and said it is an honor to be recognized. He said he loves Portsmouth and is pleased to be a part of the community.

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

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

*(There are no recognitions and volunteer committee reports this evening)*



## IX. PUBLIC COMMENT SESSION

Kevin Schultz spoke about the dangers on Deer Street due to the large construction project. He said that there is no line of sight coming out onto Deer Street. He asked the Council to make that section of the road less hazardous.

Mary Lou McElwain asked why a presentation for the Police Facility would take place before the needs assessment is prepared. She requested that the meeting be rescheduled until the information is completed.

Dick Bagley spoke regarding Massimo and what he brings to the community. Mr. Bagley addressed the urban renewal project for the construction of the parking garage. He spoke regarding the North End.

Esther Kennedy questioned the sewage plant. She said some of the City Council don't feel the sewage plant is broken. She said that the smell is out of control and spoke regarding the pump station and the need for the system to be fixed. She said that the system could not handle any new developments at this time and feels that this will continue to be a problem.

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

### First Reading of Ordinance:

- A. First Reading of Ordinance amendment to Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504

**Assistant Mayor Kelley moved to pass first reading and schedule a public hearing and second reading for the November 18, 2024 City Council meeting. Seconded by Councilor Lombardi.**

Councilor Cook said these changes are coming forward after several meetings in the Governance Committee and they are in compliance.

Councilor Lombardi said the software being implemented will take time to understand and when it is in full roll out it may require further amendments.

**Motion passed.**



**Public Hearing/Second Reading of Ordinances:**

- B. PUBLIC HEARING/SECOND READING of Ordinance amendment to Chapter 7, Vehicles, Traffic and Parking, Article X, Towing, Section 7.1004, Towing or Immobilization of Motor Vehicles for Non-Payment of Parking Fines by amending the ordinance to reflect current procedures, delete and revise outdated language, change notice provision and increase fine for violation for removing immobilization device
- **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Parking Director Fletcher explained the accounting system used with the requirement of a certified letter which fails 80% of the time. He said the primary change allows that the red tag sticker on the vehicle becomes the official notification. He stated the remainder of the changes are clerical in nature.

Councilor Lombardi asked if there is a process in this if someone can't pay the tickets, could there be a payment system over time created. Parking Director Fletcher said that a person would need to make arrangements before the tickets reach \$250.00.

Councilor Denton thanked Parking Director Fletcher and Public Works Director Rice for installing the electrical vehicle station.

Mayor McEachern read the legal notice, declared the public hearing open and called for speakers. With no speakers, Mayor McEachern declared the public hearing closed.

**Assistant Mayor Kelley moved to pass second reading of the ordinance. Seconded by Councilor Tabor and voted.**

**Councilor Cook moved to suspend the rules to bring forward third and final reading of the ordinance. Seconded by Councilor Tabor and voted.**

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

- C. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 10, Article 6 – Overlay Districts, Section 10.680 – Gateway Neighborhood Overlay District by Establishing a New Incentive Overlay District Allowing for Higher Density Housing
- **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**



Planning Manager Stith provided a presentation on the Gateway Neighborhood Overlay District (GNOD) and said it is an innovative overlay district that will allow for higher density housing and additional workforce housing in targeted areas. He reported the initial area includes parcels along Commerce Way and Portsmouth Boulevard. He reviewed the proposed amendments under the GNOD as follows:

Building Length	400 feet
Setbacks	10 feet minimum – all setbacks
Building Coverage	75% max
Open Space	10% min
Community Space	10% min
Dwelling Units per Acre	No requirement
WFH Requirement	20% units Payment in lieu Land Transfer

Planning Manager Stith addressed sections that shall not apply to developments within the GNOD:

- Building Stepback – requirement to step building height back from ROW
- Building Setbacks and Separation – requires 10 ft. setback between buildings (will still need to comply with building code)
- Special Setback Requirements on Lafayette Road – developments of Lafayette Road setback 70 – 90 ft. from centerline; on Route 1 Bypass – min. setback of 30 ft. – max. 50 ft. from sideline
- Building Placement and Orientation – section relates to front lot line buildout and façade orientation
- Residential Density – specifies dwelling units per acre
- Location of Vehicular Use Facilities – specifies setbacks from lot lines and location of parking facilities on a lot
- Shared parking on separate lots allowed without CUP

Planning Manager Stith reviewed the use of a table Optional Density Bonus Incentives. He reported that the Planning Board voted on October 17, 2024, to recommend the Council to hold second reading and add Day Care as a permitted use in the GNOD.

Councilor Tabor spoke regarding a piece of land that abuts up against Osprey Landing and there is approximately 10 ft buffer and asked if that could fit the requirements. Planning Manager Stith said it would require a 75 ft buffer.

**Councilor Moreau moved to suspend the rules to bring forward Item C.1. – Gateway Neighborhood Overlay District Update from the Planning Board. Seconded by Councilor Denton and voted.**



Councilor Moreau spoke regarding adding childcare to the ordinance and shorter lower buildings. She said that further changes may be required to move forward.

Councilor Lombardi pointed out some minor typographical changes that need to be corrected.

Councilor Cook asked if the setback would allow for sidewalks. Planning Manager Stith responded affirmatively. Councilor Cook said that is a key to creating neighborhoods.

Mayor McEachern read the legal notice, declared the public hearing open and called for speakers.

Marcio Von Muhlen said he has a family member with a good job and lives in a one-bedroom apartment. He said that they have looked for houses for over two years, looking at over one hundred places and are priced out of the market. He said they are looking outside the city now. He said it is important for us to support the next generation so that they can live in this community.

Elizabeth Bratter spoke against moving the ordinance to third reading and sending it back to the Planning Board. She said there were open questions regarding the 75 ft. buffer and how far can a building be located from the lot line. She expressed concern regarding the allowance of bigger lots and more units as well as how much height can be allowed at these sites. Ms. Bratter requested the City Council send the ordinance back to the Planning Department for clarification of exemptions.

Petra Huda said she does not feel the ordinance is ready for third reading and asked if this is spot zoning. She said the ordinance affects all residents, the density, height, water/sewer and Police and Fire Departments. She said the proposal needs impact fees. She asked what the value or cost to the taxpayer is.

Esther Kennedy said she understands the concern of not being able to find places to live in the city because you can't afford the prices. She addressed our infrastructure and asked if we have enough water for future developments. She stated that this kind of development will affect our police, fire and hospitals. Ms. Kennedy asked why this is not part of the master plan and why is this zoning being rushed through.

Tom Nies said all these comments were presented at the Planning Board. He said you need to make sure the ordinance is clear in what you want to do. He expressed concern that there are no requirements for minimum houses for a developer to meet. He said there should be minimum numbers to achieve incentives from the ordinance. He expressed concern regarding the land transfer. Mr. Nies said the City Council needs to spend time on these issues.

With no further speakers, Mayor McEachern declared the public hearing closed.

Discussion followed regarding incentives and the kind of notifications that would apply to property owners or abutters. Planning Manager Stith said just to property owners.



Assistant Mayor Kelley said she would support moving this to third reading. She said housing needs to be on the forefront of what we need in our master plan and she feels we are in line with that.

Councilor Tabor said if second reading is passed this evening does the Planning Board take another look at this. Planning Manager Stith said no, they have already reviewed this.

Councilor Denton said there were comments made concerning sewer going out to Pease, is that correct. Planning Manager Stith said that sewer would go to Peirce Island.

Councilor Blalock said we can't limit houses, and we need to move forward.

**Councilor Moreau moved to pass second reading as amended with the correction of typographical errors and hold third and final reading of the ordinance at the November 18, 2024 City Council meeting. Seconded by Councilor Cook.**

Councilor Tabor said this will allow us to boost the city housing stock. He said we have a goal of over 500 of below market value houses and we will need 1,500 units in the next year. He stated the land transfer option allows the city to reach the goal for housing.

Councilor Moreau said two years ago this idea was spoken about at the Planning Board. She said the request has been on our radar for some time. She stated that this is a step forward to getting more housing.

Councilor Lombardi said that this has been part of the City Council charge for three years now. He said it was on the agenda before this City Council was in place. He said this is an ideal property.

Mayor McEachern spoke in support of the ordinance. He said the Planning Board recommended to us what was not in the ordinance, such as childcare. He said we are getting the transfer once it reaches a certain point. He spoke regarding this being part of the master plan and apply for housing.

**Motion passed.**

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

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

1. Request for Public Hearing to Repurpose Transmission Main Funds

City Manager Conard spoke to the work on the two mains and additional funds would be needed for a new line. She requested that the City Council vote to hold a public hearing on this matter.



**Councilor Denton moved to establish a Public Hearing at the November 18, 2024 City Council meeting for consideration and vote on a resolution authorizing a bond issue and/or notes of up to four million three hundred thousand dollars (\$4,300,000.00) for water system improvements, and rescinding a like amount of funds authorized to be borrowed for the replacement of water transmission mains beneath Little Bay, which is not ready to be undertaken at this time. Seconded by Councilor Blalock and voted.**

2. Request for NH DOT US Route 1 Corridor Improvement Project Work Session

City Manager Conard said that the NH DOT would like to have a work session with the City Council to discuss the Route 1 Corridor Improvement Project.

**Councilor Lombardi moved to schedule a NH DOT US Route 1 Corridor Improvement Project Work Session on November 18, 2024 at 6:00 p.m. Seconded by Councilor Moreau and voted.**

3. Approval of Memorandum of Agreement for AFSCME 1386A

City Manager Conard said that this agreement has value in this realm.

**Councilor Blalock moved to approve the Memorandum of Agreement between the City and AFSCME 1386A as presented. Seconded by Assistant Mayor Kelley.**

Councilor Lombardi said that this is a good opportunity for employees driving the trucks and comes with a commitment to work for the city for a long time.

**Motion passed.**

4. Request for Public Hearing on ARPA Funding for Climate Action Plan Recommendations Mobile Library Resources, Community Health Needs Assessments Recommendations and Maplewood Avenue Waterline Upgrades

City Manager Conard spoke to the projects and the balance of the projects. She addressed a section of the Maplewood Avenue bridge that are in need of water and sewer improvements.

**Councilor Cook moved to schedule a public hearing at the November 18, 2024, City Council meeting for the use of ARPA funds for Climate Action Plan Recommendations and Maplewood Avenue Waterline Upgrades. Seconded by Councilor Denton.**

Councilor Cook said in looking at the draft community health plan there was funding for areas of need to help with homelessness.

Councilor Denton said the Sustainability Committee is in support of this funding.



**Motion passed.**

5. Extension of Ceres Street Compactor License

City Manager Conard said that this is a new license for the Ceres Street Compactor and the first of others that would be coming forward at future meetings. She stated there is an annual licenses fee and will go before the Fee Committee.

Councilor Blalock said he would recuse voting on this matter.

**Councilor Tabor moved that the City Manager be authorized to execute and accept the extension of the Ceres Street Compactor License as presented. Seconded by Councilor Moreau and voted. Councilor Blalock abstained from the vote.**

6. Temporary Construction License Agreement for Cedar & Salt, LLC 439 Lincoln Avenue, Unit 2

City Manager Conard said the temporary license would be for 83 days.

**Councilor Blalock moved that the City Manager be authorized to execute and accept the temporary construction license to encumber the Lincoln Avenue right-of-way that abuts 439 Lincoln Avenue, Unit 2 as requested. Seconded by Councilor Denton and voted.**

**XII. CONSENT AGENDA**

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

**XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

A. Email Correspondence

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

B. Letter from Reverend Ellen Quaadgras, South Church Unitarian Universalist, requesting permission to hold a “Held in One Spirit: An Interfaith Election Day Gathering”, at the African Burying Ground on Tuesday, November 5, 2024, from 7:00 p.m. to 7:30 p.m.

**Councilor Lombardi moved to refer to the City Manager with Authority to Act. Seconded by Councilor Tabor and voted.**



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

1. Appointment to be Considered:
  - Ronald Baisden to the African Burying Ground

The City Council considered the appointment of Ronald Baisden to the African Burying Ground that will be acted upon at the November 18, 2024, City Council meeting.

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

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

1. Economic Development Commission Memorandum on City Inspections

Assistant Mayor Kelley said the Economic Development Commission felt inspections were a big part of the city and they met with Building Inspector Wolph regarding providing some assistance.

Councilor Lombardi said there is a new permitting software system that is fully transparent for staff and the public. He spoke about the implementation of office hours which allow people to come in and work with staff.

Mayor McEachern said that Building Inspector Wolph has done a great deal of work, and the department is more approachable. He would like to review some of the ordinances to see if they could be reduced.

##### **B. COUNCILOR TABOR, COUNCILOR BLALOCK & COUNCILOR MOREAU**

1. Report to Council on Citizen CIP requests from Council Subcommittee

Councilor Tabor said over the last two weeks we have met regarding citizen requests for CIP projects. He reported that 15 requests were reviewed and 5 we currently have in the pipeline. He spoke about some of the projects from sidewalks, micro transit, and playground upgrades. He stated that Superintendent McLaughlin would be putting element sheets in his CIP adding playgrounds as part of the school CIP requests.

Councilor Lombardi said that micro transit is needed.



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

### 1. Draft Community Health Improvement Plan

Health Director McNamara spoke briefly regarding the Community Health Improvement Plan. She said a needs assessment was developed and creates a starting point. She said the draft plan provides some recommendations.

City Manager Conard said we are seeking final acceptance at the next City Council meeting.

### 2. Pease Development Authority Board Meeting Updates

City Manager Conard said an Audit Report was completed for the PDA and it was a clean audit with no findings. She spoke regarding the airport and the anticipation of numbers increasing by 20%.

### 3. Update on Sherburne Property

City Manager Conard spoke to the report on the Sherburne Property received on October 11<sup>th</sup>. She said the Committee charge was to receive guidance and read through the reports and have careful time to review. She asked if the City Council would like to set up a work session in late to mid-November on recommendations from the Committee. She said a stand-alone meeting may make more sense.

Assistant Mayor Kelley said we should have a work session to hear back from senior staff and after that send the report to the Housing Committee for review and make recommendations.

The City Council agreed to hold a meeting on November 14<sup>th</sup>. City Manager Conard said a review of proposals will be presented by the Committee.

Councilor Tabor said he would like to see a ranking of the proposals. City Manager Conard said there would be a matrix with their rankings.

**Assistant Mayor Kelley moved to host a Joint Work Session with presentations on the Sherburne Property at 6:00 p.m. on November 14<sup>th</sup>. Seconded by Councilor Cook and voted.**

### 4. Revaluation Update

City Manager Conard said commercial hearings are still being held and less than 10% scheduled a hearing. She reported that 65 properties cancelled their appointments and two-thirds have been held for internal review of properties.



Deputy City Manager/Finance and Administration Director Lunney said that they are not recommending further changes to assessment limits. He reported that 45 will have no tax implications this year. He stated exemptions have provided help in \$68.6 million of value which translates to \$626,000.00 or equals \$.6 of the tax rate. He said if there is no change 74% will be exempt.

**XIX. ADJOURNMENT**

**At 9:25 p.m., Councilor Moreau moved to adjourn the meeting. Seconded by Councilor Blalock 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



## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, NOVEMBER 18, 2024

PORTSMOUTH, NH  
TIME: 7:00 PM

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

Mayor McEachern called the City Council meeting to order at 7:16 PM.

**Assistant Mayor Kelley moved to exit the non-public session and to seal the minutes thereof. Councilor Lombardi seconded the motion. The motion passed by a unanimous voice vote.**

### **II. ROLL CALL**

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

Mayor McEachern thanked the City Clerk and staff as well as the election workers and volunteers for their hard work during the recent elections.

### **III. INVOCATION**

Mayor McEachern announced the passing of longtime Portsmouth resident Mark Brighton and extended condolences to Mr. Brighton's family. He asked for a moment of silence in remembrance of Mark Brighton.

### **IV. PLEDGE OF ALLEGIANCE**

Mayor McEachern led the Council and all those present in the Pledge of Allegiance.

### **PROCLAMATIONS**

#### **1. Small Business Saturday**

Mayor McEachern read a Proclamation declaring Saturday, November 30, 2024 "Small Business Saturday" and encouraged the public to support small businesses on the 30<sup>th</sup> and throughout the year.

#### **2. Vernis Jackson Day**

Assistant Mayor Kelley read a Proclamation declaring November 18, 2024 as Vernis Jackson Day in the City of Portsmouth.

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

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

### **VII. PUBLIC COMMENT SESSION *(This session shall not exceed 45 minutes) – (participation may be in person or via Zoom)***



Donna Smith – Ms. Smith, the manager of Appledore Family Practice, requested that Council consider the waiver or reduction of false alarm fees which appears on this evening’s agenda.

Patricia Martine – Addressed Council regarding the Sherburne property, emphasized the importance of affordable housing and advocated for the project to be awarded to the Portsmouth Housing Authority.

Dave Cosgrove – Spoke to City Council about extending the lighting at the Skate Park by one hour in the evening during the peak season.

Peter Somssich – Spoke about concerns regarding the Gateway Neighborhood Overlay District ordinance and the perception of favor being given to developers. He also spoke in support of the potential of a solar array being installed on the Jones Avenue landfill.

Molly Wilson – Spoke in support of the CIP request for traffic calming in the Lafayette Park neighborhood.

Jim Hewitt – Inquired if City Council had received a copy of the letter from his attorney to the City attorney requesting reimbursement of his attorney fees.

Petra Huda – Requested that the verbal update on revaluations be moved forward on the agenda. She also requested the results of the FY24 unaudited financial statements. Ms. Huda spoke in support of the winter farmer’s market, but questioned where the vendors would park and unload during winter conditions with parking bans.

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

### **Public Hearing of Capital Improvement Plan (CIP):**

- A. CAPITAL IMPROVEMENT PLAN (CIP) FY 2026-2031
  - **PRESENTATION** (*Presentation was held at the November 12, 2024 Work Session*)
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Councilor Cook referenced two recommendations from the Sustainability Committee which were brought up at the presentation, one of which was a city-wide micro transit feasibility study. She noted that the comments indicated that the reason this proposal had not been moved forward was because there had not yet been communication established between Rockingham Planning Commission and COAST and asked if it was possible to make those contacts so the proposal could be included with the CIP. City Manager Conard responded that given the timeline on the current CIP process, it was unlikely that the information could be included during the current fiscal year. However, the City could facilitate this communication and have the recommendations included with the FY26 or FY27 CIP.

Mayor McEachern opened the public hearing.



Kate Needham – Spoke in support of the CIP request from the School Board to upgrade the school playgrounds.

Nancy Novelline Clayburgh – Supported the CIP request for the renovation of the school playgrounds and spoke about the increasing costs associated with delaying the project.

Dave Cosgrove – Questioned why the funding for future Greenland Road Recreational facility projects is not in the CIP until FY29-FY30. He suggested the Mayor form a Blue Ribbon Committee to investigate the potential use of land in this area.

Steve Sacks – Spoke in support of funding the renovation of the school playgrounds in the current CIP.

Lee Hudson – Spoke about the importance of safe, accessible playgrounds and supported the playground CIP request.

Megan Leonard – Spoke in favor of the playground CIP project for safe, accessible play for all children.

Meg Aldrich - Spoke in support of a CIP allocation for playground improvements.

Ashley Blackington - Spoke in support of the reallocation of funds for the South Mill pond playground to the Little Harbor playground.

**Councilor Cook moved to extend the Public Hearing until the December 2, 2024 City Council meeting. Councilor Denton seconded the motion. The motion passed by a unanimous voice vote.**

Councilor Bagley cautioned against adding projects to the current CIP when considering impending high-cost projects such as the community policing facility. He also speculated that even if CIP money was reallocated for the Little Harbor playground, the project itself would not be initiated any sooner due to the time needed for design and permitting.

Councilor Denton indicated that he would be bringing forward proposals for increased funding to the Trees and Greenery program as well as funding for a Fleet Decarbonization study.

Councilor Blalock spoke in support of the playground renovations and inquired if some of the money previously allocated to the South Playground could be redirected toward the Little Harbor School playground.

Councilor Cook stated that reallocating funds from the South Mill Pond playground to the Little Harbor playground would not result in a faster timeline for the school playground completion and would reduce the opportunity to increase accessibility to the South Mill Pond playground. She recommended leaving the proposed funding as it currently stands.

Mayor McEachern explained the CIP process and how projects can be delayed or removed over multiple years. He stated that the CIP projects would go to the Planning Board for review and recommendation before coming back to Council on December 2<sup>nd</sup> for an additional public



hearing and vote.

Councilor Denton moved to suspend the rules and move item XVII.1, City Manager's Verbal Revaluation Update, forward on the agenda. Councilor Blalock seconded the motion. The motion passed by a unanimous voice vote.

## **1. Verbal Revaluation Update**

City Assessor Rosann Lentz, via Zoom, gave a final update on the 2024 revaluation and a presented a comparison of last year's assessed values versus the current year. She explained that the preliminary hearing process is complete, and second notices will be mailed to property owners who had a change in their preliminary assessment due to hearing, a change in their assessment due to further review, and those who had a hearing but no change to their preliminary assessment.

Assessor Lentz stated that updated reports for commercial and residential properties are on the City's Assessing web page with final values for the 2024 revaluation, field cards and property record information. Vision Government Solutions website is updated to reflect final values for the 2024 reassessment. Assessor Lentz discussed the process for property owners to request abatements following the receipt of their tax bill and discussed the timeline to do so. Taxpayers who wish to appeal the decision made by the Assessor's office with either the State of New Hampshire Board of tax and land appeals or the Rockingham County Superior Court may do so no later than September 1st of 2025.

She explained that she does not expect the tax rate to change from the estimated rate, however the City will not know definitively until the New Hampshire Department of Revenue completes the review and calculates the tax rate.

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

- B. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504
- **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Deputy City Manager Woodland summarized the City's current procurement process.

City Charter article 7 section 7.2 has a provision which tasks the City Council with setting up a procedure and then designating that there should be an individual responsible for handling said process. Additionally, Chapter 1, Article 5 of the Ordinances details a procurement purchasing manual which gets updated regularly. She explained that there are also State and Federal laws which drive the policy, with additional considerations if federal money is being used in a purchase.



Deputy City Manager Woodland explained that the current process is very paper intensive and detailed the steps of the current process.

The bid limit as listed in the ordinance is \$10,000, annually adjusted by the CPI, bringing the current limit to \$20,900. However, since 2019, the City has only received eight bids under \$50,000. Most bidding is for larger construction projects. She further explained that when the City needs to dispose of a property valued at greater than \$500, City Council approval is required.

Deputy City Manager Woodland announced that the City is implementing an e-procurement system through OpenGov, aiming to improve vendor participation and administrative efficiency. The new system will remove paper-based bidding, shift bid openings online and increase vendor outreach. The proposed ordinance changes include raising the bid limit to \$50,000 and updating property disposition procedures, with more flexibility for the City Manager in handling lower-value items.

The ordinance changes have been reviewed by the Governance Committee and auditors. The rollout of the new platform is underway, with ongoing updates to the purchasing manual. The City Manager will oversee the updated process, which will now involve multiple staff roles within the new system.

Council discussion clarified that the update does not alter the process for City Council approvals for easements, licenses, leases, or property disposals. The requirement for soliciting three quotes for items under \$50,000 will remain in most cases.

Mayor McEachern opened the Public Hearing for speakers.

Petra Huda – Questioned who would be the purchasing manager under the new procedure and emphasized separation of duties. She also suggested language requiring a public hearing for purchases over \$50,000.

**Assistant Mayor Kelley moved to pass second reading and schedule a third and final reading for the December 2, 2024 City Council meeting. Councilor Moreau seconded the motion. The motion passed by a unanimous voice vote.**

**C. Public Hearing/Adoption of Resolutions:**

PUBLIC HEARING AND ADOPTION of Resolution Appropriating Four Hundred Fifty-Five Thousand Nine Hundred Ninety-Four Dollars and Sixty Three Cents (\$455,994.63) from American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Climate Action Plan recommendations, Mobile Library Resources, Community Health Needs Assessment recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the Payment of Costs Incidental and related thereto

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



City Manager Conard stated that the City is nearing the December 31 deadline for obligation of the remaining ARPA (American Rescue Plan Act) funds on hand. Three projects were previously authorized and approved by the City Council, which have remaining fund balances. She summarized the remaining balances.

The City is requesting to reprogram the funds as follows:

The unexpended balance of \$19,745.90 for the climate action plan would be reprogrammed for implementation items within the plan; the funding for a web-based community engagement platform and financial support for the continuation of said platform for an additional year. There would also be funding for an E-bike charging station. There would be \$70,000 added to the mobile library resources project to procure an electric vehicle outfitted for this purpose. The third request would add \$100,000 to the already approved \$253,000 for a community health needs assessment.

City Manager Conard stated that there has been notice issued of funding availability for nonprofits and the City has received 16 applicants so far.

City Manager Conard reported that there is an imminent need for additional funding to support the Maplewood Avenue bridge repair project, specifically for a section of water main identified as needing replacement. This was not included in the original scope of work or budget. The remaining ARPA funds totaling \$266,248.73 are being proposed to support this project.

Mayor McEachern opened the public hearing.

Seeing no speakers, the Mayor closed the public hearing.

**Councilor Tabor moved to adopt the resolution to appropriate the remaining ARPA funds as detailed. Councilor Lombardi seconded the motion. The motion carried by a unanimous voice vote.**

- D. PUBLIC HEARING AND ADOPTION of Resolution Authorizing a Bond Issue and/or Notes of up to Four Million Three Hundred Thousand Dollars (\$4,300,000.00), and Rescinding a like amount of Funds Authorized to be Borrowed for the Replacement of Water Transmission Mains Beneath Little Bay, which Project is not ready to be undertaken at this time
- **PRESENTATION**
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Al Pratt, Water Resources Manager, summarized that the recommendation is to repurpose funds from the Little Bay Water transmission main project to a number of projects associated with water system Improvements.

The project to install a new transmission main under Little Bay was funded in FY22 for \$7.3 million. The project received one bidder in 2023 for \$26 million. The project was then split into two phases, with the first phase associated with all the work on land, and phase two with the installation of the water main across Little Bay. Phase one was completed in 2024 for



approximately \$2.2 million. He gave details of the benefits experienced following the completion of this project.

Additionally, following the high bid, the City engineers were asked to work with the contractor to determine a better approach that would be more cost effective and still meet all permitting requirements and other goals for this project. The engineers are still drafting plans and permitting is still being worked out with the State, so the project is being pushed to FY 27.

Mr. Pratt stated that there is \$4.3 million remaining in this transmission main project which they are requesting to repurpose for some other priority projects. He gave an overview of how this funding would be utilized if authorized.

Mayor McEachern opened the Public Hearing.

Petra Huda – Inquired about the remaining balance of the allocated funds and questioned the discrepancy with the amount spent versus the amount remaining based upon the original allocation. She questioned the design and cost of two of the projects listed and what the timeline would be in relation to other already scheduled projects.

Mayor McEachern closed the public hearing.

Councilor Bagley asked Peter Stith, Director of Public Works, to give a brief summary of impending projects and the timelines thereof. Director Stith gave an overview of the Vaughan Mall, Fleet Street, and North Mill Pond drainage projects and spoke about the associated timelines.

Councilor Bagley asked if it would be possible to quantify the money spent on water main breaks, both for staff overtime and repair costs. Director Stith stated he could report back with an example of costs.

City Manager Conard referenced Ms. Huda's question during public comment and responded that the \$800,000 discrepancy noted in the project cost was to cover design and permitting fees.

**Councilor Blalock moved to adopt the Resolution as presented. Councilor Bagley seconded the motion. The motion passed by a unanimous voice vote.**

**Third and Final Reading of Ordinance:**

- E. Third and Final Reading of Ordinance amending Chapter 10, Zoning Ordinance, Article 6, Overlay Districts, be amended by adding Section 10.680 – Gateway Neighborhood Overlay District by Establishing a New Incentive Overlay District Allowing for Higher Density Housing

**Councilor Moreau moved to pass third and final reading of the ordinance. Councilor Tabor seconded the motion. The motion passed by a unanimous voice vote.**

Mayor McEachern called for a recess at 9:04 PM. The meeting was reconvened at 9:14 PM.



Mayor McEachern announced that Assistant Mayor Kelley had exited the meeting due to illness.

Councilor Cook moved to suspend the Rules and move agenda item XIII “Presentations and Written Communications” forward on the agenda. Councilor Denton seconded the motion. The motion passed by a unanimous voice vote.

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

#### **A. Email Correspondence**

**Councilor Moreau moved to accept and place on file. Councilor Denton seconded the motion. The motion passed by an 8 – 0 voice vote.**

#### **B. Letter from Attorney R. Timothy Phoenix, Hoefle, Phoenix, Gormley & Roberts, PLLC., regarding Request for Easement for Joshua Wentworth House located at 27 Hancock Street**

**Councilor Moreau moved to authorize the City Manager to negotiate and execute an easement to Jonathan and Susan Paige Trace, owners of 27 Hancock Street, for the portion of the house located within the public right of way if the Planning Board votes to waive the referral and report requirement pursuant to Ordinance Section 11.602 (C). Councilor Blalock seconded the motion.**

Councilor Bagley explained that the Parking and Traffic Safety Committee had reviewed this site as a request for a 4-way stop at the neighboring intersection due to difficult sight lines. The committee had elected not to make recommendations at that time, acknowledging that the situation is expected due to the age of the housing stock and encroachment of fences and houses in this area. However, he stated that this easement request was reasonable. Councilor Moreau agreed that there are many older properties within the City that have lot lines contrary to how they are perceived, potentially encroaching on City property and not discovered until a survey is performed. She agreed that the easement request was reasonable given the situation. Councilor Cook acknowledged the complicated nature and challenges encountered with historic homes.

**The motion passed by an 8 – 0 voice vote.**

#### **C. Letter from Donna Smith, Appledore Medical Group, requesting the consideration of discounting and/or waiving alarm billing invoice**

**Councilor Denton moved to refer the matter to the Legal and Finance Departments to establish a payment plan, with or without a discount. Councilor Bagley seconded the motion.**

Councilor Moreau asked if there was any past precedent for reducing or waiving fees for false alarm calls. Deputy City Manager Woodland clarified that the current fee schedule allows for three false alarms per year without charge, and any reductions would require City Council approval. Deputy Police Chief Mike Maloney confirmed that billing for repeated false alarms is



common, but he was unaware of any previous discounts granted.

Councilor Denton inquired whether the revenue from these false alarm fees goes to the Police Department, and if reduction of these rates would affect Police Department funds. Councilor Bagley asked if the significant bill was due to gaps in billing or if the charges were applied immediately after each alarm. Deputy City Manager Woodland explained that the billing is not monthly, and the records could be redacted and provided for review if desired.

Councilor Bagley proposed a 50% discount of the bill, suggesting it would be a fair solution without additional city staff time spent researching. Councilor Tabor expressed reluctance with a reduction to the bill and questioned whether the charges were due to administrative oversight or negligence. Mayor McEachern expressed concerns about setting a precedent for future discounts, compliance, and the administrative burden it would create. Councilor Blalock agreed that business owners should bear the cost of false alarms, not taxpayers, and discounts could discourage owners from addressing alarm issues.

Councilor Cook suggested offering a lenient payment plan instead of a discount, since the business is addressing the issue moving forward. Councilor Bagley and Councilor Denton rescinded their amendments after further discussion.

It was revealed that the bill in question was the result 36 false alarms between October 2, 2023, and March 25, 2024. City Manager Conard also mentioned that alarm fee revenue goes into the General Fund and averages about \$25,000 per year.

**Councilor Denton moved to amend his original motion to refer the matter to the Legal and Finance Departments to establish a payment plan, with or without a discount. Councilor Bagley seconded the motion. The motion passed by an 8 – 0 voice vote.**

D. Letter from Portsmouth Hospitality Team, requesting permission to hold an Outside Beer Garden Event at Hearth Market on Saturday, December 7, 2024 from 2:00 p.m. to 8:00 p.m.

**Councilor Blalock moved to send to the City Manager with authority to act. Councilor Lombardi seconded the motion. The motion passed by an 8 – 0 voice vote.**

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

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

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

#### **Temporary Construction License for 2 Congress Street, the North Church of Portsmouth**

City Manager Conard explained that in September, the City Council had a waiver of the fees associated with construction on the North Church. The current encumbrance license extends through December 11. They are seeking an extension of the encumbrance from December 12 – April 15. The work being undertaken is to make ADA accessibility and functionality improvements to the North Church.



**Councilor Lombardi moved to authorize the City Manager to execute and accept the temporary construction license to encumber the sidewalk area along 2 Congress Street that abuts the North Church, as requested. Councilor Moreau seconded the motion. The motion passed by an 8 – 0 voice vote.**

### **Approval of 2025 City Council Calendar**

Councilor Moreau moved to approve the City Council Calendar as presented. Councilor Tabor seconded the motion.

Councilor Cook referenced the budget hearings in prior years which have been combined into one day instead of separate hearings; she inquired if this same schedule would be followed this year. City Manager Conard stated that there had been previous discussion that the budget schedule would alternate between single day hearings as occurred in the current fiscal year, then switching back to multiple evening sessions the subsequent year.

Councilor Denton expressed a preference for maintaining the single day budget session to minimize the impact on Councilors' work schedules. Mayor McEachern stated that if the Council chose to adhere to a single day budget session, there be more opportunities created for public comment.

The Council continued to discuss alternative options for the budget schedule and what would work best for both the Council and the public. City Manager Conard suggested that the Council approve the budget Council excluding the budget sessions.

**Councilor Moreau moved to approve the 2025 City Council Calendar with the exception of the budget sessions. Councilor Blalock seconded the motion. The motion passed by an 8 – 0 voice vote.**

City Manager Conard stated there would be clarifications on the specifics at a future meeting.

### **Second Extension of Temporary Construction License for EightKPH, LLC at 70 Maplewood Avenue**

City Manager Conard reported that, in order to construct the foundation for this property, install conduit under the sidewalk, and maintain a safe buffer zone, the owner sought a license to encumber the sidewalk abutting the property along Maplewood Avenue. There was a prior 150-day extension approved in June 2024 which is set to expire on December 5, 2024. The owner is requesting a 6-month extension from December 6 – April 1 due to receiving an inferior product which has delayed the brick façade being erected and therefore delayed the sidewalk improvements.

**Councilor Bagley moved to authorize the City Manager to execute and accept the second extension of the temporary construction license to encumber the sidewalk along Maplewood Avenue and Deer Street, which abut 70 Maplewood Avenue as requested. Councilor Cook seconded the motion. The motion passed by an 8 – 0 voice vote.**

### **Temporary Construction License for 93 Market Street**



City Manager Conard explained that in order to make improvements on the exterior of 93 Market Street, East Coast Masonry is requesting to use 368 square feet of sidewalk on the corner of Market and Bow Streets. Pass-through staging has been erected in this area to accommodate the improvements. The owner is requesting an extension to last from December 5 – January 30 in order to complete the project. City Manager Conard stated that associated license fees are typically waived when a project utilizes pass-through staging.

**Councilor Blalock moved to authorize the City Manager to execute and accept the temporary construction license for 93 Market Street to encumber the sidewalk with pass-through staging at Market and Bow Street and to waive the License Fee as requested. Councilor Bagley seconded the motion. The motion passed by an 8 – 0 voice vote.**

### **Temporary Construction License for 50 South School Street**

The licensee is making improvements to one of the units on the property and has an existing encumbrance permit for a dumpster being kept in one of the parking spaces abutting the South School Street playground. The owner is requesting an extension of the license through March 3, 2025 to continue using the dumpster for the duration of the project.

**Councilor Lombardi moved to authorize the City Manager to execute and accept the temporary construction license to encumber a parking space in the parking lot that abuts the South School Street Park as requested. Councilor Moreau seconded the motion. The motion passed by an 8 – 0 voice vote.**

### **Acceptance of Community Health Improvement Plan**

City Manager Conard reviewed the Health Improvement plan, which was developed utilizing American Rescue Plan Act (ARPA) funding collaboratively with local social service agencies and other stakeholders to help define a vision and a starting point for future Community Health Improvement planning. The draft has been circulated for comment and the proposed action is for Council to formally accept the current version.

**Councilor Tabor moved to accept the Community Health Improvement Plan as presented. Councilor Moreau seconded the motion. The motion passed by a unanimous voice vote.**

### **Haven Court Land Swap**

City Manager Conard reported that Mark McNabb, principal of One Market Square LLC, has approached the City regarding a potential land swap in the area of Haven Court. This would provide the City with the deed for a small portion of the Hanover Garage encroaching on private property. In exchange, One Market Square LLC is requesting that the City convey a parcel of land adjacent to Fleet Street which would provide One Market Square with the title to Haven Court. This would facilitate private improvements with public approval to the entirety of Haven Court and in exchange the City would receive rights for public access to install utilities and to conduct regular maintenance on the Hanover Garage. At a prior Council meeting, this potential land swap was referred to the Planning Board for a recommendation and report back. The City and One Market Square LLC have now entered into an agreement regarding proposed



improvements to Haven Court, High Street, and Ladd Street at the expense of One Market Square. One Market Square LLC is requesting an amendment to the agreement by proposing a land swap as drafted by the legal department. The proposed agreement provides the City Manager with the authority to complete the land transfers as described and would provide the ability for the City to review and approve modifications to Haven Court. The conveyance of land One Market Square would convey a public access easement to the City and a utility easement over the entirety of Haven Court; One Market Square LLC would be responsible for the improvements to Haven Court at its sole expense and as approved by the City Manager's office and/or the Public Art Review Committee. The remaining terms of the agreement would remain in full force and effect.

**Councilor Denton moved to authorize the City Manager to execute and deliver an Addendum 1 to the 2023 Memorandum of Agreement with One Market Square, LLC in substantially similar form to the document contained in the agenda packet. Councilor Bagley seconded the motion.**

Councilor Bagley stated that this agreement is a good opportunity to improve the area and open it up to pedestrians without a cost to the City.

Mayor McEachern stated that Mr. McNabb owns the Gilly's lot, and the proposed action would make a large contiguous piece of land between Fleet Street and Haven Court. Mayor McEachern suggested there be a better understanding of the value of this land to ensure the decision being made is for the City's financial benefit.

The Council continued to discuss the benefit to the City of a Haven Court revitalization versus potential drawbacks of the amendment. There was additional discussion regarding the placement of the existing dumpsters if the area if opened to foot traffic.

**Mayor McEachern called for a roll call vote on the motion. The motion passed by a 6 - 2 roll call vote with Councilors, Cook, Denton, Blalock, Bagley, Moreau, and Lombardi voting in favor and Mayor McEachern and Councilor Tabor voting opposed.**

Community Space Easement and Access Easement for Water Services for Property Located at 815 Lafayette Road

At the January Planning Board meeting, there was site plan approval granted at the iHeart Radio property for the demolition of an existing building and tower and the construction of three 4-story 24-unit multifamily buildings with associated site improvements. The Planning Board also granted a conditional use permit allowing work within the 100-foot wetlands buffer. As part of this vote, the Planning Board recommended that the City accept the easements referenced.

**Councilor Blalock moved to authorize the City Manager to accept and record a community space easement and an access easement for water services from Prospect North 815, LLC in substantially similar form to the easements contained in the agenda packet. Councilor Cook seconded the motion. The motion passed by a unanimous voice vote.**

Street Naming for 815 Lafayette Road – Waterford Place



City Manager Conard explained that the street name request is related to the same property just discussed and clarified that State E911 did not have any objections to the name, nor are there any duplicate street names in the City.

**Councilor Blalock moved to authorize the use of Waterford Place as the private street name for the development at 815 Lafayette Road once the required easements, site review agreement and bonding are in place for the project. Councilor Moreau seconded the motion. The motion passed by a unanimous voice vote.**

Lease Agreement Amendment with AIDS Response at Community Campus

**Councilor Denton moved to authorize the City Manager to finalize and execute an Amendment to the Lease Agreement with AIDS Response in a form similar to what is proposed in the agenda packet. Councilor Blalock seconded the motion. The motion passed by a unanimous voice vote.**

Lease Agreement with Krempels Center, Seacoast Outright and Child Advocacy Center of Rockingham County at Community Campus

City Manager Conard explained that the City has negotiated new lease agreements with the referenced tenants that correspond to the City's fiscal cycle as well as the fiscal cycle for each of the nonprofits, creating approximately 5-year [4 ½ year] terms with an option to renew with different rent rates or tiers for each of the tenants in relation to their overall impact on the premises.

**Councilor Lombardi moved that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Seacoast Outright in a form similar to what is proposed in the agenda packet. Councilor Moreau seconded the motion. The motion passed by a unanimous voice vote.**

**Councilor Moreau moved that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Krempels Center in a form similar to what is proposed in the agenda packet. Councilor Cook seconded the motion. The motion passed by a unanimous voice vote.**

**Councilor Moreau moved that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Child Advocacy Center of Rockingham County in a form similar to what is proposed in the agenda packet. Councilor Lombardi seconded the motion. The motion passed by a unanimous voice vote.**

## **XII. CONSENT AGENDA**

**Councilor Blalock moved to accept the consent agenda. Councilor Bagley seconded the motion. The motion passed by a unanimous voice vote.**

- A. Request from Bryan Granese, N. Granese & Sons Inc., to install a Projecting Sign at 28 Deer Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability 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 no cost 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 Michaela Kneuer, Big Brothers Big Sisters of New Hampshire, requesting permission to hold the 17<sup>th</sup> Annual Stiletto Sprint on Saturday, September 20, 2025 (rain date September 21, 2025) **(Sample motion – move to refer to the City Manager with Authority to Act)**

**XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. *\*The items under this section of the agenda were taken up earlier in the meeting.*

**XIV. MAYOR McEACHERN**

1. Appointments to be Considered:
- Reappointment of Philip Cohen to the Economic Development Commission
  - Appointment of Ethan Underhill to the Board of Library Trustees
  - Appointment of Jane Mitchell-Pate to the Parking & Traffic Safety Committee
  - Appointment of Colleen Spear to the Sustainability Committee
  - Appointment of Maxson Ward to the Sustainability Committee
  - Appointment of Scott McDermott to the Trees and Public Greenery Committee
  - Reappointment of Beth Margeson to the Zoning Board of Adjustment

**(These appointments will be voted on the December 2, 2025 City Council Meeting.)**

2. Appointment to be Voted:
- Ronald Baisden to the African Burying Ground

**Councilor Blalock moved to appoint Ronald Baisden as a member of the African Burying Ground. Councilor Lombardi seconded the motion. The motion passed by a unanimous voice vote.**

**XV. CITY COUNCIL MEMBERS**

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

1. Feasibility of a 1-2 megawatt Municipal Solar Array on Jones Avenue Landfill

**Councilor Tabor moved that the city explore the feasibility, built through contractors, of a large-scale solar array at the Jones Avenue Landfill to offset municipal utility costs and**



**substantially reduce carbon emissions. Councilor Denton seconded the motion.**

Councilor Tabor explained that the Energy Advisory Committee had identified a large-scale solar project as one of their top priorities. He summarized other communities throughout the state who have already placed solar arrays on decommissioned landfill sites, and he discussed the financial benefit experienced to the communities.

**The motion passed by a unanimous voice vote.**

**B. COUNCILOR COOK**

1. Encumbrance Ordinance Clean-up

***Councilor Cook moved to ask the Governance Committee to review the encumbrance ordinances and policies, per a request from City staff, in order to remove inconsistencies. Councilor Lombardi seconded the motion.***

Councilor Cook explained that the Governance Committee was approached by City staff to review the ordinances that regulate sidewalk obstructions and licenses. Some of the staff-supported suggestions have come from local business owners who identified inconsistency in the ordinance and opportunities for improvement. The recommendation is to refer the matter to staff.

Mayor McEachern suggested that the verbiage of the ordinance be reduced when possible and suggested an amendment to indicate that “policies no longer applicable” would also be removed from the ordinance. **Councilor Cook accepted the friendly amendment. Councilor Lombardi seconded. The amended motion passed by a unanimous voice vote.**

**C. COUNCILOR DENTON & COUNCILOR COOK**

1. Draft Solar Array Overlay District

Councilor Denton explained that this was an update on a motion passed on November 13, 2023. The ordinance would aim to make it easier for commercial property owners to place solar arrays on their property, identify appropriate locations for ground mounted arrays and help allow for their installations.

**Councilor Denton moved that the City Manager report back on the best way to pursue the creation of a Solar Array Overlay District in our zoning ordinance. Councilor Cook seconded the motion. The motion passed by a unanimous voice vote.**

There was a brief discussion on whether the solar array ordinance would go to the planning board and whether it should be a part of the Master Plan process.

**D. COUNCILOR BAGLEY**

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the October 3, 2024 and November 7, 2024 meetings



**Councilor Bagley moved to approve and accept the action sheets and minutes of the October 3<sup>rd</sup> and November 7<sup>th</sup>, Parking & Traffic Safety Committee meetings. Councilor Moreau seconded the motion. The motion passed by a unanimous voice vote.**

Councilor Bagley stated that the City is going to be placing a stop sign on Marston Avenue where it enters South Street; however, there may be legal action initiated toward the City from a resident who does not agree with the installation of said sign.

2. **Action Item Needing Approval by City Council:**

- Middle Street

**Councilor Bagley moved to temporarily remove one space to the northeast of the intersection with Cass Street. Councilor Blalock seconded the motion. The motion passed by a unanimous voice vote.**

- Hanover Street at the One Hundred Club

**Councilor Bagley recused himself from the discussion on the above listed matter. Councilor Blalock moved to approve the annual renewal of the valet license for the One Hundred Club. Councilor Moreau seconded the motion. The motion passed by a majority voice vote. Councilor Bagley abstained.**

Establish Holiday Parking Incentive

**Councilor Bagley moved to establish a holiday parking incentive from Monday, December 16<sup>th</sup> through Wednesday, January 1<sup>st</sup>, offering the first three hours of parking free at both the High Hanover and Foundry garages. Councilor Lombardi seconded the motion. The motion passed by a unanimous voice vote.**

**XVI. APPROVAL OF GRANTS/DONATIONS**

A. Moose License Plate Conservation Grant

**Councilor Denton moved to approve and accept the Moose License Plate Conservation Grant. Councilor ook seconded the motion.**

It was clarified that the total of the grant is \$8,999. Mayor McEachern inquired about the maximum grant allotment.

It was stated that the maximum grant is \$10,000, however a municipality cannot request more than will be spent for the designated purpose, causing the fluctuation in grant amounts.

**The motion passed by a unanimous voice vote.**

B. Acceptance of Donation to the Cemetery Committee



**Councilor Tabor moved to approve and accept the \$200.00 donation for the Cemetery Committee to continue to support maintenance of Cotton and historic cemeteries. Councilor Cook seconded the motion. The motion passed by a unanimous voice vote.**

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

### **1. Verbal Revaluation Update**

This item was discussed earlier in the meeting.

### **2. Winter Farmers’ Market Request**

City Manager Conard stated that the City fee schedule lists a permit fee for summer outdoor farmers’ markets, but it does not include verbiage for such a market to be held during winter months. Hearth Market’s owner has requested to hold a winter market at their location from December through April, pending vendor availability. A formal MOU will be created by staff to include logistics for vendor set up and break down. The proposed action will amend the fee schedule to allow for winter markets and to list that the fee charged is the same rate as the summer markets.

There was a brief discussion regarding the scheduling of said farmers market and potential conflicts with other local markets. It was determined that the City cannot dictate when a farmers market is held on private property.

### **3. Report Back on Outdoor Dining – End of Season Summary**

City Manager Conard reported that the outdoor dining season ran from May 1st through October 15th, with 31 outdoor dining and encumbrance permits granted. The City collected \$53,000 in fees. She gave a brief overview of the data on parking spaces temporarily removed and the number of fees waived.

**Councilor Bagley moved to extend the meeting beyond 10:30 PM. Councilor Blalock seconded the motion. The motion passed by a unanimous voice vote.**

### **4. Report Back on Water and Sewer Capacity**

City Manager Conard stated that the report back from DPW is contained in the packet for Council and the public.

### **5. Verbal Update on FlashVote Survey Regarding Capital Priorities**

City Manager Conard gave a brief overview of the results received from the capital priorities survey and the less-than-average number of respondents.

### **6. Pease Development Authority Board Meeting Update**

City Manager Conard announced that the Pease Development Authority Board met last Thursday. ThermoFisher is looking to establish a stronger presence on site with a proposal for



a new airplane hangar and office. Regarding the Division of Ports and Harbors, four bids were received for the Fish Pier building, and replacement work may begin in December or January. There will also be a request for the Market Street Terminal to replace the old warehouse and office building.

**Councilor Bagley moved to establish a procedure for asking written questions to the top two ranked firms for the Sherburn RFP (PHA and POAH) in order to gather additional information. Councilor Moreau seconded the motion.**

Councilor Bagley gave an overview of the timeline for submission of questions in anticipation of vote on December 2, 2024.

**The motion passed by a unanimous voice vote.**

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

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

**At 10:42 p.m., Councilor Moreau moved to adjourn the meeting. Seconded by Councilor Bagley and voted.**

Respectfully submitted,

Cassie Givara  
Deputy 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:** January 3, 2025

**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 January 6, 2025

### *I. Work Session:*

Representatives from BETA Group, Inc. will give a presentation on the Market Square Master Plan process including public outreach/participation and draft concepts/improvements for the study area. After the presentation, BETA will answer questions from the Council.

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

#### **1. Planning Board Recommendation on Osprey Landing Open Space:**

At the December 19, 2024 meeting, the Planning Board made the following motion related to the open space parcel in Osprey Landing. [The supporting documents](#) are provided in the City Council's packet.

*The Planning Board recommends to the City Council that it approve the acceptance, execution and recording of the terms of a restrictive covenant agreement relating to Lot 2-1950 on a certain plan entitled, "Resubdivision Plan Osprey Landing, Shearwater Drive/Sanderling Way/Osprey Drive, Portsmouth, New Hampshire," by Costello, Lomasney & de Napoli, Inc., dated February 1999, and recorded in the Rockingham County Registry of Deeds as Plan No. D-27099, all in substantial conformance to those as presented to the Planning Board this evening.*

Therefore, I recommend that the City Council approve the acceptance, execution and recording of the terms of a restrictive covenant agreement as outlined above.

#### **2. Ratification of Water Line Agreement with CSX Railroad Crossing on Market Street Extension:**

On Tuesday, December 17, 2024, the owner of the railroad through Portsmouth (CSX) conducted critical repair work at the railroad crossing on Market Street to replace their tracks to the Port Authority. This work needed to be conducted on an emergency basis and could not be delayed.



The City water line crossing Market Street at that location was also in need of critical repairs, and CSX was willing to coordinate re-sleeving the water pipe under Market Street just in advance of the railroad repair project. This re-sleeving work was completed by City contractors on December 17, 2024.

The water line crossing at this location was not memorialized in any agreement with the railroad. Therefore, in order to complete this work, the City and CSX worked expeditiously to come to terms on an agreement for the crossing. [The attached Agreement](#) is the culmination of negotiations between CSX and the City.

This Agreement was required in order for the City to perform the critical work of repairing the water line at this location. Therefore, City staff respectfully requests the City Council ratify this Agreement after the fact.

The Legal Department recommended execution of this document, and the Public Works Department reviewed and approved the scope of the project detailed in this Agreement.

*I recommend that the City Council move to ratify the City Manager's execution of the Facility Encroachment Agreement with CSX Transportation, Inc. contained in the agenda packet.*

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

### **A. Acceptance of Donation to the Fire Department - \$1,000:**

[Attached please find a donation for the Fire Department in the amount of \\$1,000](#) from Paul Gormley and Kimi Iguchi.

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

### **B. Acceptance of Grant to the Senior Activity Center - \$10,000:**

[Attached please find a grant for the Senior Center in the amount of \\$10,000](#) from the Foundation for Seacoast Health.

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

### **C. Acceptance of FEMA Public Assistance Disaster Grant for the Fire and Public Works Departments - \$9,703.48:**

As you may recall, in January of this year the region was struck with two storms that caused area and coastal flooding in the region, and a Federal Disaster was declared. The City suffered damage to the Shaw Warehouse building at Prescott Park, due to the abnormal high tides and rain. The building required repairs to the heating system, and electrical components along with some water removal. The City was reimbursed \$28,673.47 from Primex (the City's property and liability carrier) in April of 2024 to cover those losses and repairs.



With the Federal Disaster declaration, the City was eligible to recover the personnel costs associated with the Fire and Public Works Departments' expenses to respond to the flooding, materials to prevent future flooding, equipment used, and outside contractors hired to assist. Through a series of meetings with FEMA Staff and NH Homeland Security and Emergency Management, it was determined that the City was eligible for \$9,703.48 in losses, to be reimbursed at the 75% rate established by FEMA.

These reimbursements are for protective measures taken and are awarded when other reimbursement means (State, County and insurance) have been exhausted. All required reporting and documentation have been submitted and approved, and this payment acceptance will close out the FEMA project on this storm.

Special thanks should be given to Accountant Nancy Savini in Finance and Facilities Manager Joe Almeida for their assistance with these meetings and providing the documentation necessary to submit for the reimbursements.

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

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

### **1. City of Portsmouth Designated "SolSmart Bronze" for Solar Energy Leadership:**

Portsmouth was recently awarded a Bronze designation from the national SolSmart program for encouraging the growth of clean, affordable solar energy at the local level. Local governments achieve SolSmart designation by meeting established criteria that are based on national best practices for building solar-friendly communities. The SolSmart team of experts offers no-cost technical assistance and resources to help communities put these practices into action. Those that meet the criteria are designated SolSmart Platinum, Gold, Silver, or Bronze.

As a SolSmart Bronze designee, Portsmouth has adopted nationally recognized best practices to advance solar market growth. The City worked with SolSmart's no-cost technical assistance team to increase local knowledge of solar energy so that the entire community can benefit.

The SolSmart designation aligns with the City's goal of enabling and promoting the installation of local renewable energy systems in the recently adopted Climate Action Plan and advances the implementation of actions that will increase the supply of renewable energy into the electric grid and energy market serving the City of Portsmouth.

### **2. Municipal Complex Boiler Building Chimney Status Update:**

Recent inspection of the City Hall Complex Boiler Building chimney showed significant safety concerns related to its condition. The inspection showed signs of brick spalling, mortar failure and cracking which could lead to pieces of the chimney falling into the parking area adjacent to the Boiler Building.



The chimney is no longer in use and provides no current or foreseeable function to the City Hall heating system. The restoration of the chimney is not recommended.

Staff have barricaded the area around the chimney's base and have reached out to contractors to explore its demolition.



**CITY OF PORTSMOUTH**

**LEGAL DEPARTMENT**

**MEMORANDUM**

DATE: November 4, 2024~~October 31, 2024~~

TO: PORTSMOUTH PLANNING BOARD

FROM: PETER BRITZ, DIRECTOR – PLANNING AND SUSTAINABILITY  
AND ROBERT P. SULLIVAN, OF COUNSEL

RE: OPEN SPACE IN OSPREY LANDING

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Some months ago, we were approached by John C. Madden, the principal of the entities which redeveloped the former Mariner’s Village into the current Osprey Landing over 20 years ago. Mr. Madden has a long history of successful cooperation with the City on a variety of matters related to Osprey Landing. He now wishes to know if the City would be interested in serving in the role of preserving a lot located near the entrance of Osprey Landing from Market Street for open space purposes. We envisioned that the land would essentially serve as a public park.

While the City anticipated that the lot in question would be conveyed to the City subject to use restrictions, such as those in Prescott Park, Mr. Madden for his own business-related reasons prefers an alternate approach. His desire is to maintain ownership of the lot but provide the City with an enforceable right to compel the compliance with certain listed restrictions aimed at protecting open space. Ultimately, negotiations produced the deed and set of restrictions which are attached to this memo. Also attached is a lot plan showing the land in question.

If accepted by the City Council, executed and recorded, the effect of the deed from Bantry Bay Associates, L.L.C., to Inishmaan Associates Limited Partnership (two entities controlled by Mr. Madden) subject to the restrictive covenant agreement between Bantry Bay Associates, L.L.C. in the City of Portsmouth would create the open space which Mr. Madden desires to protect and allow its use for the public. The property would be in the ownership of Inishmaan, but the City can assure that it remain open space.



## **DRAFT 5 – 10-31-2024**

The use of the property in the future shall be maintained as open space available for recreational activities such as walking, hiking, organized activities recreational activities and non-motorized activities that do not materially alter the landscape nor degrade environmental quality or involve commercial recreational use. Specifically prohibited on the property would be construction of permanent buildings or structures and temporary buildings except those used by the City in connection with events being conducted at the site. Use of the property for residential, commercial or industrial purposes would be prohibited. The list of restrictions is located on page one of the attached Restrictive Covenant Agreement.

The City would have the right, but not the obligation, to enforce the provisions contained in the list of restrictions on future use of the land.

The City would also have the rights, but not the obligation to maintain the property in a manner suitable for park use purposes, if that becomes necessary.

We feel that the maintenance of the property as open space is of value, not only to the residents of Osprey Landing, but also to the City as a whole. We also believe that the obligations imposed upon the City in enforcing the restrictions would be minimal.

Therefore, because the City Council will be required to secure the recommendation of the Planning Board prior to accepting the arrangement proposed by Mr. Madden, that the following motion would be appropriate for adoption by the Planning Board, if the Board is in agreement.

MOVED: That the Planning Board recommend to the City Council that it approve the acceptance, execution and recording of the terms of a restrictive covenant agreement relating to Lot 2-1950 on a certain plan entitled, "Resubdivision Plan Osprey Landing, Shearwater Drive/Sanderling Way/Osprey Drive, Portsmouth, New Hampshire," by Costello, Lomasney & de Napoli, Inc., dated February 1999, and recorded in the Rockingham County Registry of Deeds as Plan No. D-27099, all in substantial conformance to those as presented to the Planning Board this evening.

cc: Karen S. Conard, City Manager  
John C. Madden  
John Sullivan, Esquire



## **RESTRICTIVE COVENANT AGREEMENT**

Bantry Bay Associates, L.L.C., a New Hampshire limited liability company having a mailing address of 540 Commercial Street, Manchester, NH 03101 (“Grantor”) hereby grants to the City of Portsmouth, N.H., a municipality having a mailing address of 1 Junkins Avenue Portsmouth, NH 03801 (the “City”) the right to enforce the covenants, conditions and restrictions described herein with respect to a certain tract or parcel of land located on Shearwater Drive, in Portsmouth, Rockingham County, New Hampshire, shown as Lot 2-1950 on a certain plan entitled, “Resubdivision Plan Osprey Landing, Shearwater Drive/Sanderling Way/Osprey Drive, Portsmouth, New Hampshire,” by Costello, Lomasney & de Napoli, Inc., dated February 1999, and recorded in the Rockingham County Registry of Deeds as Plan No. D-27099 (the “Open Space”). The Open Space is shown on the Tax Maps of the City as Map 217 Lot 2-1950. The covenants, conditions and restrictions with respect to the Open Space shall run with the land any transfer of the Open Space shall be transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth in paragraph B below, no person shall perform any of the following acts or uses in, on, under, and over the Open Space:

1. Constructing or placing or allowing to remain any permanent building, structure, facility, or improvement in, on, or above the Open Space.
2. Constructing or placing or allowing to remain any temporary building, structure, facility, or improvement in, on, or above the Open Space. Notwithstanding the foregoing, the City shall be permitted to deploy temporary facilities on the Open Space in connection with any event being conducted on the Open Space.
3. Constructing or allowing to remain any facility, utilities, or improvements under the Open Space. Notwithstanding the foregoing, the City shall be permitted to install, repair and maintain any water or sewer lines now or hereafter located under the Open Space.
4. Subdivision or conveyance of any part or portion of the Open Space.
5. Using the Open Space for residential, commercial, or industrial purposes.
6. Conducting any other use of the Open Space or activity which is or may become inconsistent with the intent and purpose of this Restrictive Covenant Agreement, which is the preservation and protection of the Open Space.



**B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses**

Notwithstanding any of the Prohibited Acts and Uses in paragraph A above, the following acts and uses on the Open Space shall be permitted so long as such acts or uses do not materially impair the conservation values or purposes of this Restrictive Covenant Agreement: walking, hiking, organized recreational activities, pick-up recreational and athletic activities, and non-motorized outdoor recreational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use.

**C. Other Terms and Conditions**

1. Term - Binding Effect in Perpetuity. This Restrictive Covenant Agreement and its provisions herein set forth shall run with the Open Space as shown on said Plan in perpetuity from the date of recordation in the Rockingham County Registry of Deeds and shall be binding upon Grantor, Grantor's successors and assigns, and any other party claiming to have an interest with respect to said Open Space as tenants, invitees, licenses or otherwise. This Restrictive Covenant Agreement is hereby intended and declared to be in perpetuity and no re-recordation of this Restrictive Covenant Agreement shall ever be necessary in order to maintain the full legal effect and authority hereof, and Grantor and its successors and assigns, including but not limited to all subsequent owners of the Open Space, hereby waive all of their legal rights to contest the validity of any provision of this Restrictive Covenant Agreement and shall not, in any enforcement action, raise the invalidity of any provision of this Restrictive Covenant Agreement.

2. Enforceability. The Grantor and the City shall have the right to enforce this Restrictive Covenant Agreement, including the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Restrictive Covenant Agreement to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Open Space adversely affected, after providing written notice to such party or parties. The City shall at its option be entitled to charge any party or parties violating or attempting to violate the terms of this Restrictive Covenant Agreement for a criminal trespass pursuant to N.H. RSA 635:2.

3. Severability. If any court or other tribunal of competent jurisdiction determines that any provision of this Restrictive Covenant Agreement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

4. Non-Waiver. Any election by the Grantor or the City as to the manner and timing of its right to enforce this Restrictive Covenant Agreement or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.



5. Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor and Grantor's successors and assigns, including all subsequent owners of the Open Space or portions thereof, shall incorporate to this Restrictive Covenant Agreement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Open Space or any portion thereof is conveyed. Any such deed, mortgage or other interest purporting to convey any portion of the Open Space without including this Restrictive Covenant Agreement in full or by reference shall be deemed and taken to include said Restrictive Covenant Agreement in full even though said Restrictive Covenant Agreement is not expressly described or referenced therein.

6. Recordation/Registration. Grantor shall record and/or register this Restrictive Covenant Agreement with the Rockingham County Registry of Deeds.

7. Amendment and Release. If the purposes of this Restrictive Covenant Agreement are no longer capable of being met, this Restrictive Covenant Agreement may be amended in writing jointly by the City and Inishmaan Associates Limited Partnership, a New Hampshire limited partnership, with said amendment or release to be recorded with the Rockingham County Registry of Deeds.

For the Grantor's title, see Quitclaim Deed from Stanley Miller, Trustee, to the grantor dated October 25, 1994, recorded in the Rockingham County Registry of Deeds at Book 3078, Page 1953

IN WITNESS WHEREOF, the Grantor signed this Restrictive Covenant Agreement on \_\_\_\_\_, 2024.

Bantry Bay Associates, L.L.C.

By: \_\_\_\_\_  
John C. Madden, Sole Manager

The City of Portsmouth, N.H.

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



State of New Hampshire  
County of Hillsborough

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by John C. Madden,  
Sole Manager of Bantry Bay Associates, L.L.C.

\_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

State of New Hampshire  
County of Rockingham

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_,  
\_\_\_\_\_ of The City of Portsmouth, N.H.

\_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



Return to:

**Transfer Tax: \$**

**QUITCLAIM DEED**

Bantry Bay Associates, L.L.C., a New Hampshire limited liability company having a mailing address of 540 Commercial Street, Manchester, NH 03101 (“Grantor”), grants to Inishmaan Associates Limited Partnership, a New Hampshire limited partnership having a mailing address of 540 Commercial Street, Manchester, NH 03101 with QUITCLAIM COVENANTS the following described premises (the “Premises”):

A certain tract or parcel of land located on Shearwater Drive (formerly known as Circuit Road), in Portsmouth, Rockingham County, New Hampshire, shown as Lot 2-1950 on a certain plan entitled, “Resubdivision Plan Osprey Landing, Shearwater Drive/Sanderling Way/Osprey Drive, Portsmouth, New Hampshire,” by Costello, Lomasney & de Napoli, Inc., dated February 1999, and recorded in the Rockingham County Registry of Deeds as Plan No. D-27099.

The Premises conveyed hereby are transferred subject to the Restrictive Covenant Agreement between Grantor and the City of Portsmouth, N.H., dated \_\_\_\_\_, 2024 and recorded in the Rockingham County Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_.

For the Grantor’s title, see Quitclaim Deed from Stanley Miller, Trustee, to the grantor dated October 25, 1994, recorded in the Rockingham County Registry of Deeds at Book 3078, Page 1953

IN WITNESS WHEREOF, the Grantor signed this warranty deed on \_\_\_\_\_, 2024.

Bantry Bay Associates, L.L.C.

By: \_\_\_\_\_  
John C. Madden, Sole Manager



State of New Hampshire  
County of Hillsborough

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by John C. Madden,  
Sole Manager of Bantry Bay Associates, L.L.C.

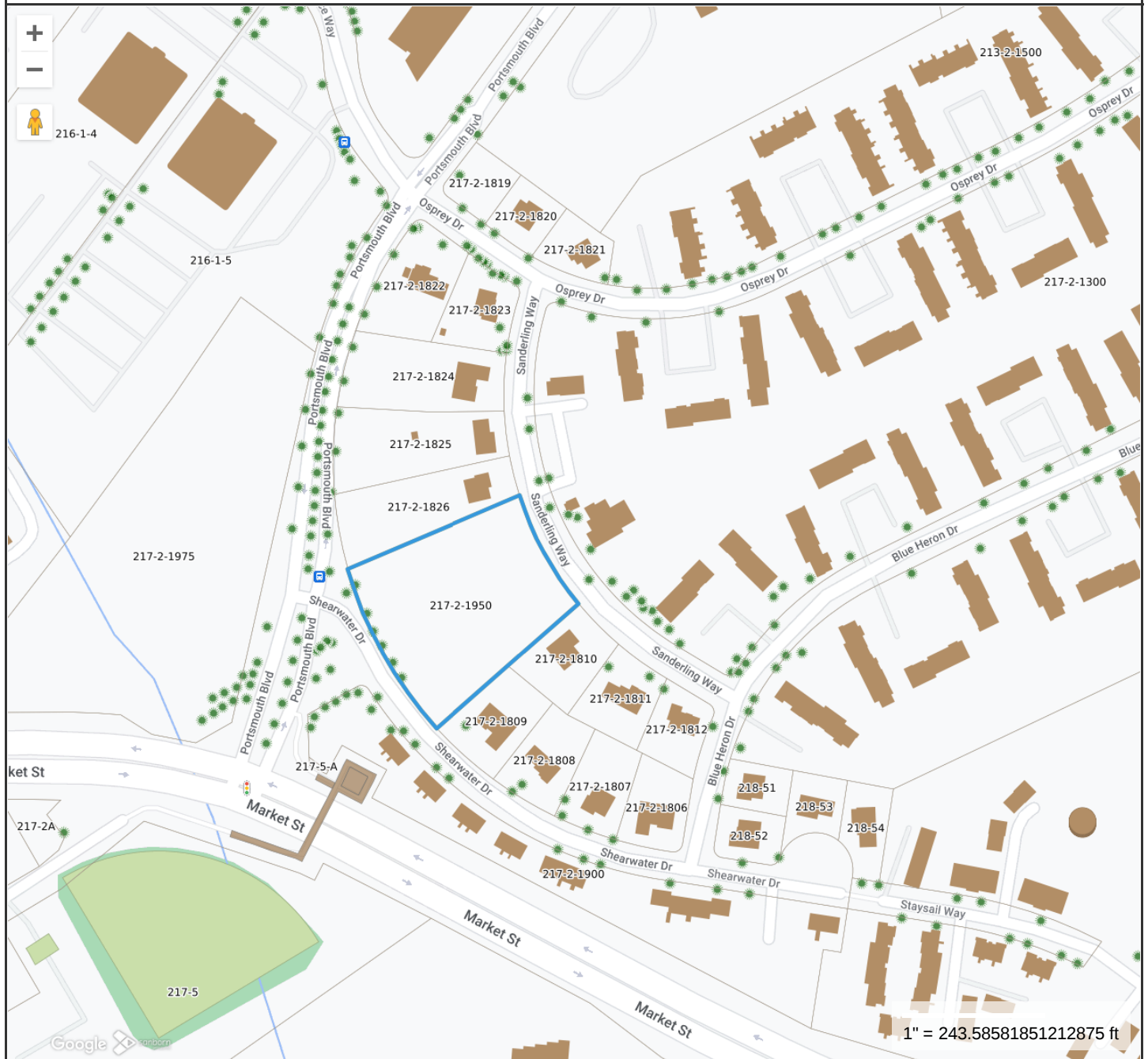
\_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



# Shearwater Lot-2-1950



**Property Information**

**Property ID** 0217-0002-1950  
**Location** SHEARWATER DR  
**Owner** BANTRY BAY ASSOC LLC



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

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

Geometry updated 09/26/2024

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



**FACILITY ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made and effective as of August 20, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF PORTSMOUTH, a municipal corporation under the laws of the State of New Hampshire, whose mailing address is 1 Junkins Avenue, Portsmouth, NH 03801, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Portsmouth, Rockingham County, New Hampshire, New England Division, Pan Am Railway Subdivision, Milepost PMT-3.25, Latitude N43:04:51., Longitude W70:45:40.;

2. One (1) existing six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Portsmouth, Rockingham County, New Hampshire, New England Division, Pan Am Railway Subdivision, Milepost PMT-3.25, Latitude N43:04:51., Longitude W70:45:40.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

**1. LICENSE:**

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;



does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ONE THOUSAND AND 00/100 U.S. DOLLARS (\$1,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems. Nothing in this section shall be read to relieve Licensor of its obligations, present or future, to pay any stormwater or drainage fee assessed or which may be assessed for Licensor's infrastructure, as long as such fees are not attributable to the Facilities.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any



applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than ninety (90) days after Licensee has notice as to the need for such repairs or maintenance. In the event Licensee cannot feasibly make the repairs or maintenance described in this paragraph within 90 days, Licensee shall provide notice to Licensor describing Licensee's diligent, good faith efforts undertaken to mitigate harm to Licensor's infrastructure and property, and Licensor may extend the deadline to complete such repairs and/or maintenance at its discretion.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.



3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

#### 4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### 5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.



5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area related to or arising from the Facilities for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within ninety (90) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations. In the event Licensee cannot feasibly make the repairs or maintenance described in this paragraph within 90 days after Licensee has notice as to the need for such repairs or maintenance. In the event Licensee cannot feasibly make the changes described in this paragraph within 90 days, Licensee shall provide notice to Licensor describing Licensee's diligent, good faith efforts undertaken to mitigate harm to Licensor's infrastructure and property, and Licensor may extend the deadline to complete such repairs and/or maintenance at its discretion.

6.2 If, following receipt of notice, Licensee fails to take action as described in paragraph 6.1, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost



and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. If Licensee fails to make appropriate remedy or change within a reasonable amount of time depending on the appropriate remedy or change as determined by Licensor in its discretion, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect the Facilities to ensure compliance with Licensee's obligations in Section 8.1.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT to the extent proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Licensee agrees to oblige its General Contractor, through bidding documents and execution of the Contractor's Acceptance form attached hereto as Schedule A, to defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.



9.4 To the fullest extent permitted by State law, as above, Licensee agrees to hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, commercial insurance policies or public entity risk pool membership with the following coverages

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) General Liability coverage with available limits of not less than TWO MILLION AND 00/100 U.S. DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage. Licensor, and/or its designee, shall be provided an



additional insured certificate in the amount of ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000) per occurrence and TWO MILLION AND 00/100 U.S. DOLLARS (\$2,000,000). Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence. Licensor, and/or its designee, shall be provided an additional insured certificate.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All commercial insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 The Licensee's governmental immunity shall not be a bar to the Licensor receiving coverage under the additional insured certificate. This shall not be construed as the Licensee waiving any of its governmental immunities; rather, it is an acknowledgment that those immunities do not apply to Licensor's certificate of additional insured and the coverage afforded thereunder.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13)



with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within



thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement is of the essence. In the event that the Licensee fails or refuses to fully perform any of these covenants, the Licensor shall provide written notice to the Licensee detailing the nature of the breach. The Licensee shall have thirty (30) days from receipt of such notice to remedy the breach or to commence reasonable efforts to do so.

In the case of a railroad emergency, the Licensee shall have forty-eight (48) hours to address the issue. If the Licensee initiates reasonable efforts to remedy the breach within the specified timeframe, the Licensor shall not have the right to revoke this Agreement.

If the Licensee fails to remedy the breach within the allotted time, the Licensor may then exercise the option to revoke this Agreement and the privileges and powers conferred herein. Such revocation shall not occur until after the Licensor provides a second written notice, allowing the Licensee an additional ten [10] days to address any outstanding concerns.

Upon such revocation, the Licensee shall proceed with removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.



14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: \_\_\_\_\_.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.



16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 For the duration of this Agreement, Licensee shall not at any time own or claim any additional right, title or interest in or to Licensor's property occupied by the Encroachments which the Licensee does not own or have an interest in at the time of execution



of this Agreement, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created. Nothing in this Agreement shall be deemed a waiver of conveyance of any interest in real estate from the Licensee to the Licensor.

17.5 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.6 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property. This shall not be read to limit the Licensee's ability to act under New Hampshire RSA Chapter 78 et. seq. for nonpayment of lawfully assessed property taxes unrelated to the Facilities.

17.7 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

**18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto, excluding any preexisting agreements, easements, deeds, or similar documents.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.



18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**18.11 Good Faith Exercise of Termination Rights**

Licensor agrees to exercise any rights of termination or other remedies arising from a failure to meet the deadlines set forth in this Agreement in good faith and in a commercially reasonable manner. Licensor shall not terminate this Agreement or take any adverse action under such provisions unless it has provided the City with the reasonable notices provided in this License. Licensor shall consider all relevant circumstances, including the Licensee's progress, efforts to mitigate delays, and any force majeure events, before exercising any right to terminate or otherwise penalize the Licensee for failure to meet the deadlines.

**19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form



attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_


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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF PORTSMOUTH**



Trevor P. McCourt

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

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Karen S. Carand

Print/Type Title: City Manager

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,



Dated \_\_\_\_\_.

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. BM 1029973, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated December 13, 2024, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

  
\_\_\_\_\_

S.V.R. Construction, Inc.  
LICENSEE'S CONTRACTOR

By: Jason Delwildt

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: 



TITLE: VP

DATE: 12/16/24



## SCHEDULE A

### CONTRACTOR'S ACCEPTANCE FORM

This **Contractor's Acceptance Form** (the "Form") is executed in connection with the **License Agreement** (the "Agreement") dated [Date of License Agreement] between the **City of Portsmouth, NH** ("Licensee") and **CSX Transportation, Inc.**, a Corporation ("Licensor"). The Agreement authorizes the Licensee to install a drain line within the license area owned or controlled by Licensor (the "Project"). By executing this Form, the undersigned General Contractor (the "Contractor") acknowledges and agrees to the terms and conditions of the Agreement, including the indemnification and hold harmless provision contained therein.

#### 1. Definitions:

For purposes of this Form, the following definitions shall apply:

- "**License Agreement**" means the agreement executed between Licensee and Licensor, dated [Date of License Agreement], pursuant to which Licensee has been granted a license to install the drain line within the license area of Licensor.
- "**Licensor**" means CSX Transportation, Inc., its successors, assigns, officers, agents, employees, contractors, and invitees.
- "**Licensee**" means the City of Portsmouth, NH, its agents, representatives, officers, employees, contractors, and invitees.

#### 2. Indemnification and Hold Harmless Obligation:

The Contractor, in consideration for being selected as the General Contractor for the Project, agrees to defend, indemnify, and hold harmless Licensor, its officers, agents, employees, invitees, and contractors (collectively, "Licensor Parties") from and against any and all liability, loss, claims, suits, damages, charges, or expenses (including legal fees) which Licensor Parties may suffer, sustain, incur, or in any way be subjected to, on account of:

- a. Death of or injury to any person whatsoever (including officers, agents, employees, or invitees of Licensor); and
- b. Damage to, loss of, or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with:
  - The construction, repair, maintenance, replacement, presence, existence, operations, use, or removal of the drain line and associated facilities or any structure in connection therewith; or
  - The restoration of the premises of Licensor to good order or condition after removal of the facilities, except when the loss, injury, or damage is proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

#### 3. Scope of Indemnification:

The indemnification and hold harmless provisions apply to any and all liabilities, claims, suits, damages, and expenses, whether direct or indirect, arising from the Contractor's work on the Project, and including but not limited to those related to:

- Construction activities, including but not limited to excavation, installation, and operation of the drain line;



- Repair or maintenance of the facilities;
- The Contractor's use of Licensor's property;
- Acts or omissions by the Contractor or its subcontractors, employees, or agents during the course of the Project.

**4. Insurance Requirements:**

The Contractor agrees to obtain and maintain throughout the term of the Project appropriate insurance coverage, including but not limited to commercial general liability insurance, workers' compensation insurance, railroad protective liability and any other insurance required by the City or Licensor with limits as specified in Section 10 of the License Agreement. The Contractor shall ensure that Licensor is named as an additional insured on all such policies.

**5. Contractor's Affirmation:**

By signing this Form, the Contractor affirms that they have reviewed the terms of the License Agreement and that they understand and agree to comply with the provisions set forth therein, including Section 3 ("Construction, Maintenance, and Repairs") and the indemnification obligations in Section 9.

**6. Execution of Form:**

This Form must be executed by an authorized representative of the Contractor and submitted to the City of [City Name] prior to the commencement of any work under the License Agreement.

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**CONTRACTOR ACKNOWLEDGEMENT**

The undersigned, being the authorized representative of [Contractor's Name], acknowledges and accepts the indemnification and hold harmless provisions as set forth in the License Agreement and this Contractor's Acceptance Form.

**Contractor Name:**

S.U.R. Construction, Inc.

**Authorized Representative Name:**

Jason deWildt

**Title:**

Vice President

**Date:**

12/16/24

**Signature of Authorized Representative:**



(Signature)

**Contractor Address:**

PO Box 720

Rochester, NH 03866



**CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		<i>Member Number:</i> 275	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input checked="" type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
CSX Transportation, Inc. Speed Code J180 500 Water Street Jacksonville, FL 32202			<b>Date:</b> 12/16/2024    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>

**CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801	<i>Member Number:</i> 275	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2024	7/1/2025	Each Occurrence	\$ 1,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)  Aggregate	\$1,000,000
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** With regards to the Facility Encroachment Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Subrogation is waived with respect to liability coverage extended to the Additional Covered Party.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
				<b>By:</b> <i>Mary Beth Purcell</i>
CSX Transportation, Inc. Speed Code J180 500 Water Street Jacksonville, FL 32202				<b>Date:</b> 12/16/2024    mpurcell@nhprimex.org
				Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



**December 29<sup>th</sup>, 2024**

The Honorable Deaglan McEachern, Mayor of Portsmouth and members of the Portsmouth City Council

1 Junkins Ave

Portsmouth NH, 03810

Dear Mayor McEachern and the Members of the City Council,

On behalf of the Alzheimer's Association, I would like to submit for the agenda, a proposed date for the 2025 Annual Seacoast Walk to End Alzheimer's. This year we would like to hold the event on Sunday October 26th, 2025 and hope to start and end at the Little Harbour School as usual. I have attached our route options for Walkers that we use each year, we have no plans to change them. We understand the stress that such events can have on the surrounding community and assure you that The Alzheimer's Association is cognizant of your concerns and is committed to upholding the standards of years past.

We offer three route options for participants. Attached, please find the three route options drawn out for your review. We are planning to use the same routes as last year but are flexible pending any construction changes or issues that may arise. We will plan on engaging the help of the Portsmouth Police as in 2024 - we hired a police detail to be both on-site and at any busy intersections to assist in route crossing. The Walk will take place on the sidewalks through the city to minimize the impact on traffic. We understand what it means to be a good neighbor in the community and will be mindful and respectful of the residents of the City of Portsmouth as we raise awareness and funds for this critical cause. We would expect approximately 1,500 participants at this event, our premier fundraising and awareness event for the Alzheimer's Association in the Seacoast Area. Additionally, we will have approximately 70 combined volunteer and staff on site. The Walk site opens to Walkers at 8:30am for registration, the Walk itself kicks off at 10 and we are cleaned up and off the premises by 1pm.

We look forward to working with you again and thank you for all of your support of our event this year. Please reach out with any questions and I'm happy to answer them.

Sincerely,

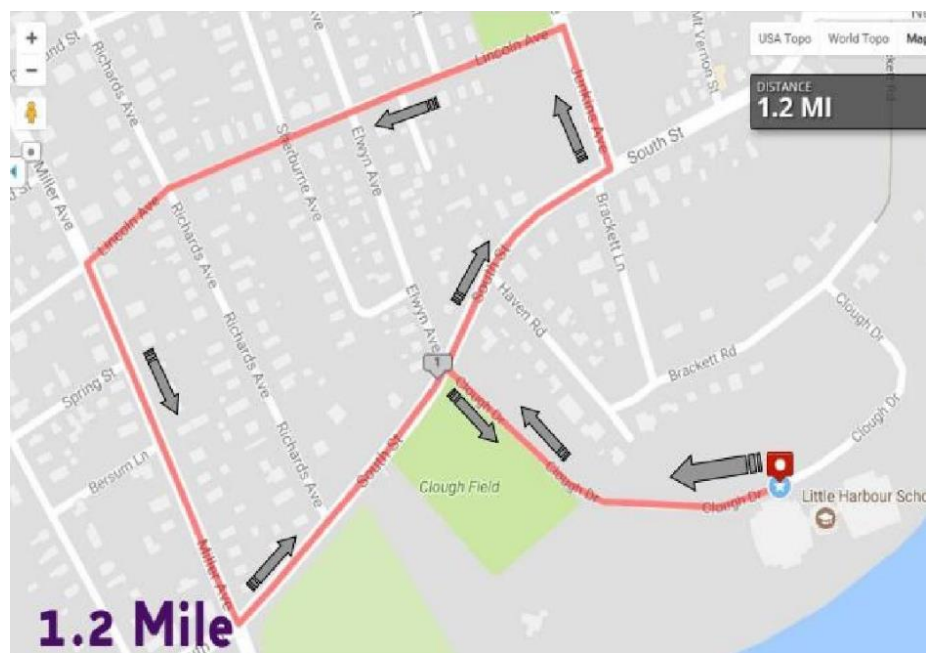
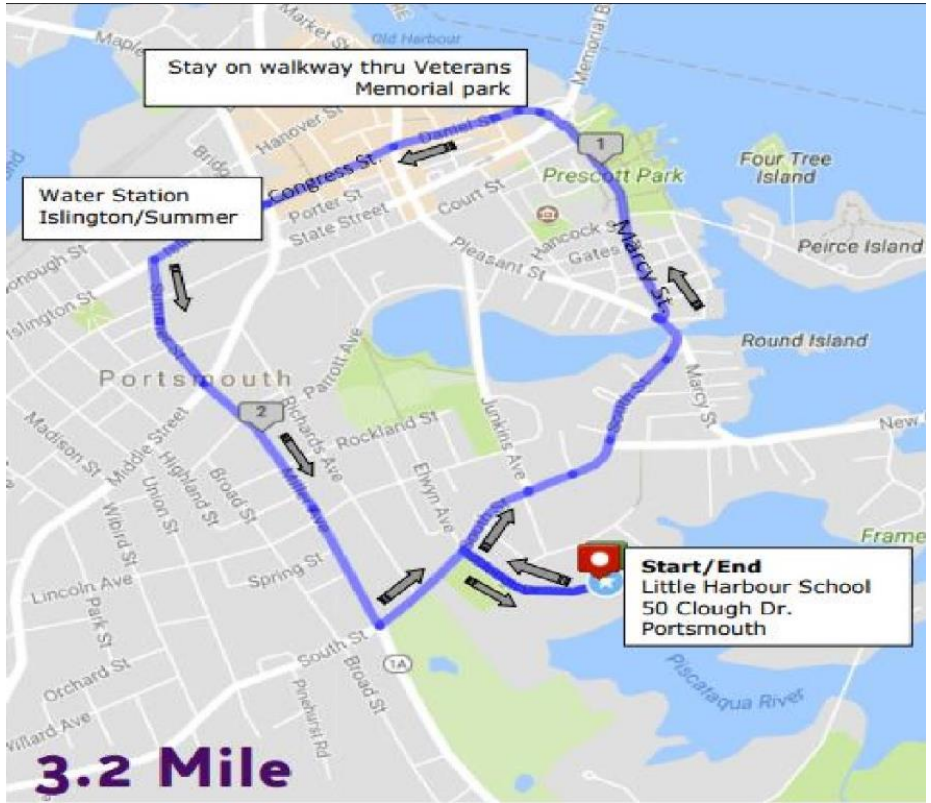
Maria Stephanou

Director, Walk to End Alzheimer's

Alzheimer's Association – MA/NH Chapter

mmstephanou@alz.org

**603-305-0692**







## **City Council E-mails Monday, December 16, 2024 – January 3, 2025**

Submitted on Mon, 12/16/2024 - 03:49

Submitted by: Anonymous

Submitted values are:

**First Name**

Jim

**Last Name**

Splaine

**Email**

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

**Address**

201 Oriental Gardens

Portsmouth, New Hampshire. 03801

**Message**

A few months ago, before the Portsmouth City Council held a hearing to remove Planning Board member Jim Hewitt, I wrote a column in The Portsmouth Herald urging the Council to pause the effort by saying "Let's not do this to ourselves. From what I have heard in discussing this matter, no one really wants to do this. ".

I added, "It's possible to stop this one, and not risk the fallout of removing Jim Hewitt or risk losing the interest of citizen participants for other committees. We need them. Citizen volunteers and advocates are the core of our community."

Many residents contacted you and spoke during meetings to defend Jim Hewitt. Following two days of legal interpretations and testimony, the Council voted almost unanimously that Jim Hewitt not be removed. The video cameras shut down, everyone put on their coats, walked to their cars in the winter snow, and that was it.

Well, not quite. Jim Hewitt left that evening with a substantial legal debt because he had to seek representation to defend himself against the city. Listening to City Council members that evening, it seemed to me that several were apologetic that the matter had reached that far. I didn't hear anyone say that the episode was worth it.



Currently, the Council has another decision to make, with Hewitt asking for reimbursement for his legal expenses. To me, whether or not the Council did the correct thing by holding the hearing and putting a planning board member through the agony of the process, I think it makes sense that Mr. Hewitt be reimbursed for his costs.

I offer two reasons for reimbursement. First, that it's the right thing to do. Government, at least Portsmouth's government, should never get to the point that it puts our citizens through a process such as what Jim Hewitt faced without the absolute best of reasons. On this matter, the reasons did not rise to that level.

Secondly, I am reminded of and can relate with the power of the threat of government legal action when it is thrown in your face. It kind of shakes you up. Some time ago, I was threatened with legal action by the Council for my willingness to speak up and blow the whistle on an action the city might be taking. Two attorneys, both long-time friends, supported me. If I was brought to Court they would have been my legal counsel, at no charge.

In Jim Hewitt's case, he could have resigned and avoided weeks of criticism and legal expense. He felt he was in the right, so took on the powers-who-were. Whether he was right or wrong at that point, he showed the courage of his beliefs. That's commendable.

From what I can see, city staff did what they felt their job was -- to bring a problem to the attention of the City Council. And the Council felt obligated to look into the matter. But as Mayor Deaglan McEachern observes, there must be a better way. That is where the focus should have been rather than a hearing process necessitating Mr. Hewitt to seek legal counsel of his own.

In the future when it appears that wrongdoing may have been done by an elected or appointed official, discussion about the seriousness of that wrongdoing, and the intent of the person involved, is wise. We might avoid unnecessary actions and keep good volunteers.

Perhaps city officials have learned from this, and that future city officials will remember this incident. We should encourage those who participate in their government to do their work honestly and openly. A good way to do that is for the City Council to set examples of transparency and hold meetings in full public view as often as possible.

As for Jim Hewitt, we should thank him for the work he does. We value his citizenship. And by the way, an apology is always a classy act.

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

Yes

---

Submitted on Thu, 12/19/2024 - 01:59

Submitted by: Anonymous

Submitted values are:

**First Name**

Bruce

**Last Name**

Johnston

**Email**

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

**Address**

1101 Parkway Drive  
Anderson, Indiana. 46012

**Message**

These are your police. They pulled this guy over for no reason and I am at the point where they are attempting to arrest him for no reason. Resisting arrest without a base charge is an affront to justice. What you have are meatheads power tripping who think that America has descended to being a police state. Eighty million people died getting rid of the last one. Do we have to go through that all over again? In the meanwhile, you can't begin to afford them as this appears to be representative of the department. The best thing would be to fire the whole department. You could not be worse off. The governor has been notified.

<https://www.youtube.com/watch?v=-nT3aB59TF0>

There is only so much of this the public can stand. I believe that police are out to start a war.

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

Yes

---

Submitted on Thu, 12/19/2024 - 12:57

Submitted by: Anonymous

Submitted values are:

**First Name**

Craig Welch

**Last Name**

Portsmouth Housing Authority



**Email**

[craigwelch@nh-pha.com](mailto:craigwelch@nh-pha.com)

**Address**

245 Middle Street  
Portsmouth, New Hampshire. 03801

**Message**

To City Manager Karen Conard, Mayor McEachern, City Council, the Mayor's Blue Ribbon Housing Committee, and City of Portsmouth staff:

On behalf of the PHA, I want to express my deep thanks for the tremendous work you invested in solving the city's housing shortage over the past year.

While the Sherburne project has garnered most of the attention, we also recognize your significant effort to make zoning changes, create ordinances for accessory dwelling units, assess other city-owned parcels for future housing development, explore region-wide solutions, and encourage private property owners to build new affordable housing as well.

We are especially grateful for your confidence in the PHA as your development partner and long-term steward of the Sherburne School. Your attention to the Sherburne School project and your actions to advance this initiative will benefit generations of Portsmouth citizens.

The PHA team shares your aspirations that the Sherburne School will positively impact our economic, civil, and social life and inspire others to embrace quality new affordable housing in their neighborhoods.

You can trust that the Sherburne School is in good hands with the PHA. We look forward to the process and to celebrating the results.

Warm regards,

The Commissioners, Directors, and staff at the PHA.

**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 Thu, 12/19/2024 - 13:37

Submitted by: Anonymous

Submitted values are:

**First Name**

Peter

**Last Name**

Somssich

**Email**

[peter.somssich@gmail.com](mailto:peter.somssich@gmail.com)

**Address**

34 Swett Ave.

Portsmouth, New Hampshire. 03801

**Message**

Dear Councilors,

I strongly urge you to fully reimburse Mr.Hewitt for his legal expenses. In my opinion, he is entitled to more than that. However, that is all he is asking for. The accusations against him were minor and should have been dealt with differently. The advice you received for going ahead with the flawed and strange process that you used to deal with Mr. Hewitt was obviously not good. A process in which the city used its legal department to accuse a citizen volunteer of improper behaviour, then uses the city council as both judges and as a jury is too be polite about, very strange and probably illegal as well. Obviously, the city council by its final vote decided that Mr. Hewitt did not commit malfeasance, so he should be expeditiously reimbursed.

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

Yes

---

Submitted on Thu, 01/02/2025 - 07:00

Submitted by: Anonymous

Submitted values are:

**First Name**

James

**Last Name**



Holloway

**Email**

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

**Address**

7225 Farmdale Street  
San Diego, California. 92114

**Message**

Is this the conduct and behavior by Portsmouth officers. I hope there's plenty of money in your lawsuit fund. These guys are going to kill someone and it will be on the City. Response requested. Local news media will love this story.

[https://youtu.be/g5Bt4\\_cbMNw?si=70AUAt8KYRIwkM0G](https://youtu.be/g5Bt4_cbMNw?si=70AUAt8KYRIwkM0G)

**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 Fri, 01/03/2025 - 10:50

Submitted by: Anonymous

Submitted values are:

**First Name**

Tom

**Last Name**

Morgan

**Email**

[tzm7@mac.com](mailto:tzm7@mac.com)

**Address**

39 Richards Avenue  
Portsmouth, New Hampshire. 03801

**Message**

I was perplexed by a public notice that your staff issued in early December. The notice reads as follows:

“First reading of Ordinance amending Chapter 10, Zoning Ordinance, by striking Article 5, Measurement Rules, Section 10.515.14; by amending Section 10.515.13; and by

adding new Sections 10.811.60 and 10.811.61, relating to Accessory Uses to Permitted Residential Uses of the Ordinance of the City of Portsmouth, all in order to bring the Zoning Ordinance into better alignment with the Building Code, and to increase governmental efficiency.”

It so happens that I am fluent in zoning code gibberish. But this one was a real head scratcher.

So I patiently tuned into the December 16 city council meeting. Kudos to Mayor McEachern for providing us with a succinct translation in plain English. As the mayor explained, the City is proposing to:

- 1) Lift certain dimensional restrictions on tool sheds and similar structures;
- 2) Raise the height limit of fences from 6 feet to 8 feet.
- 3) Allow residents to install heat pump condensers within the setback.

That’s all good. This is movement in the right direction. But why didn’t your staff simply communicate this prior to the meeting? In plain English. As they are required to do by NH law.

RSA 675:7 II reads in part: “The notice.. shall include a statement describing, to the greatest extent practicable and in easily understood language, the proposed changes to the zoning ordinance, the areas affected, and any other information calculated to improve public understanding of the proposal.”

Clearly, your staff failed to comply with RSA 675:7. It wasn't even close. Why did the City Attorney decline to intervene?

Going forward, perhaps you could persuade the mayor to draft such notices. Pay him extra if you must. And relegate staff’s gibberish to a footnote or to the remote end of a hyperlink. Where it belongs.

Thank you for your consideration.

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

Yes

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Construction Development Management

December 12, 2024

Portsmouth City Council  
City Hall  
1 Junkins Avenue  
Portsmouth, NH 03801

RE: Outdoor Dining & Chair Fee Policy

I am writing on behalf of McNabb Properties to formally request a revision to the outdoor dining and chair fee policy to exclude any tables, chairs, benches, or planters placed on city sidewalks for public use and not part of any restaurant license area.

McNabb Properties successfully contested the city's 2024 fee assessment for the 63 tables and 186 chairs located in the community space outside Brick Market at 60 Penhallow Street. While our Hearth Market eatery operates within the area, we do not service patrons with food or beverages outdoors and most individuals dining at the tables enjoy takeout from various downtown establishments.

The community space includes tables, chairs, extensive landscaping, a fountain, and public art — all funded and maintained by McNabb Properties, including cleaning, repairs, and replacement to ensure a welcoming, well-kept environment. Brick Market's outdoor space has become a hub of community activity; local groups hold meetings, artists create paintings, parents with strollers play with their children, pairs play chess, and individuals work on laptops using the free Wi-Fi we provide.

Given the 2024 resolution affirming that no fees should be charged for tables, chairs, benches, or planters placed on City sidewalks for public use, we believe updating the policy to reflect this precedent would be fair and consistent. The city should encourage property owners to purchase and maintain tables and chairs for the general public, without needing to pay a license fee.

McNabb Properties is proud to contribute to Portsmouth's vibrant downtown and enhance the community's experience. A policy revision would reaffirm the City Council's support for public-use spaces and its commitment to equitable municipal regulation enforcement.

Thank you for your consideration.

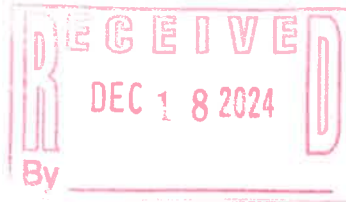
Sincerely,

Cortney Sawyer  
Project Manager  
McNabb Properties

10 Pleasant Street | Suite 300  
Portsmouth, NH 03801  
603-427-0725  
cortney@mcnabbgroup.com

December 2024

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



Dear City Council:

On behalf of the Portsmouth residents we serve, Sweetser respectfully seeks your support in the amount of \$1,500. This past year, Sweetser provided mental health services to five Portsmouth residents that included child residential care, crisis mobile intervention, and education services at The School at Sweetser.

In 2024, Sweetser provided \$81,625.54 worth of services for Portsmouth residents but received only \$63,923.19 in payments for these services. This difference is attributed to your residents not having an ability to cover the cost of treatment. No one should be turned away and no one is, but we can't do it alone. We need your help.

The last thing Maine families should have to think about when it comes to addressing their mental health challenges or the mental health needs of their children is how they will pay for treatment. Last year, Sweetser provided nearly \$1 million in care to individuals and families across our state in need of mental health services who didn't have the ability to pay. This included Mainers who were uninsured and underinsured.

We depend on the generosity of communities like yours, private foundations and individual supporters to help ensure access to mental health treatment is available to all. Your support will allow us to continue providing services to Portsmouth residents regardless of their ability to pay.

We are grateful for everything you do to lift up individuals and families in your area. If you have any questions, please do not hesitate to contact me at 207-590-3266 or [jchenette@sweetser.org](mailto:jchenette@sweetser.org). Thank you for your consideration once again and we deeply appreciate your service to your community.

Sincerely,



Justin Chenette  
*Senior Director, Public Relations & Advancement*







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

## APPOINTMENT APPLICATION

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

Committee: Municipal Building Blue Ribbon Committee Initial applicant

Name: Cameron Horack Telephone: 617.699.8399

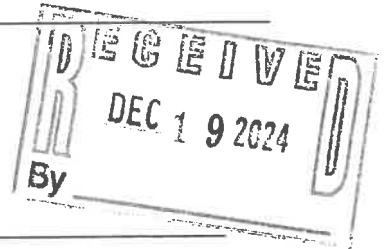
Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

Street address: 147 Lincoln Ave #2; Portsmouth, NH 03801

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

Email address (for clerk's office communication ): cameron.horack@assurified.com

How long have you been a resident of Portsmouth? 8 years



### Occupational background:

Financial Services & Capital Markets Professional, currently Head of Capital Markets and Corporate Development for Assurified, Inc., an insurtech firm with its corporate HQ at 60 Penhallow St. I have lived in various neighborhoods throughout the community from the time that I was enrolled at Great Bay Community College and UNH's Paul College to today 2016-present. +

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

I have reviewed the project proposals extensively and attended multiple City council sessions to learn about the project. I have also made remarks at one session in September of this year, some of which were quoted in the Herald, linked [here](#). My professional background provides me the tools to properly evaluate the costs of this project objectively and on the merits. As a relatively younger member of our community, I also bring with me the perspective of someone who will likely be responsible for the costs of the project over the two or three decades to come (based on the proposed bond).



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

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

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

~~As a relatively younger member of our community who was not born here but, rather, chose to live here, I appreciate this community for all that is has, can, and will be, I would like to see this project optimized for the future generations of Portsmouth residents. The gravity of a high-eight to low-nine figure investment (incl. principal and interest on the bond) ought not be taken lightly. The costs and benefits of the project need to be considered objectively and without room for emotion or sentimentality. Progress has been made in the right-sizing exercises as carried out between the initial \$70M+ cost (before interest) as initially proposed and today. There is, however, more work to be done to determine the appropriate scope and cost of the project.~~

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

Capital Campaign/Fundraising Volunteer - Cross Roads House

Capital Campaign/Fundraising Volunteer - Arts In Reach

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

1) Jude Blake, 16 Congress St STE 503, Portsmouth, NH 03801; 603.502.4779  
Name, address, telephone number

2) David Hampson, 1 Harbour Pl. STE 5G, Portsmouth, NH 03801; 603.498.0339  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature:  Date: 12/19/2024

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

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





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

## APPOINTMENT APPLICATION

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

Committee: Municipal Building Blue Ribbon Committee Initial applicant

Name: Mary Ann McEwan Telephone: 603 498 3063

Could you be contacted at work? YES/NO If so, telephone # N/A

Street address: 259 South St

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

Email address (for clerk's office communication): m259@comcast.net

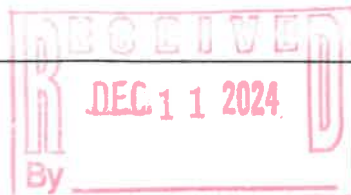
How long have you been a resident of Portsmouth? 25 years

Occupational background:

Retired R.N.

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

Parking and Traffic Comm. x 10 years



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO *Contacted Douglas McEachern - time commitment not determined yet*  
Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: *As a long term resident and neighbor to this building, and concern for improvements in our policing facility.*

Please list any organizations, groups, or other committees you are involved in:  
*NAAEP*  
*Ward 5 select person*

Please list two character references not related to you or city staff members:  
*(Portsmouth references preferred)*  
1) *Karen Gray - South St*  
Name, address, telephone number  
2) *Mary Jo Monusky - Mt. Vernon St*  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: *Douglas McEachern* Date: *12/11/24*

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No   
**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**  
6/27/2012





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

received  
1/3/25

APPOINTMENT APPLICATION

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

Committee: Blue Ribbon Commission/P.D. Initial applicant

Name: Kevin Tucker Telephone: 603-285-7828

Could you be contacted at work? YES  NO  If so, telephone# 603-438-8282

Street address: 1 Harbour Place, unit 513, 02801

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

Email address (for clerk's office communication): Kevin@twointernationalgroup.com

How long have you been a resident of Portsmouth? 16 years

Occupational background:  
Real estate - marketing

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

➡ OVER

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

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

Reasons for wishing to serve: to make Portsmouth  
a better place

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

Airshow - 2005  
Veterans Court  
Friends of Italian-Americans

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

1) Mike Daigle, 77 State St. unit 401, 03801  
Name, address, telephone number 603-661-5040

2) Margaret Foley, 118 Saw St. 03801  
Name, address, telephone number 603-498-2994

**BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:**

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

Signature: [Signature] Date: 1-3-25

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

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





RECEIVED  
DEC 10 2024  
BY

CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Municipal Building Blue Ribbon Initial applicant

Name: John O'Leary Telephone: (603) 498-2141

Could you be contacted at work? YES/NO If so, telephone # N/A

Street address: 50 Nathaniel Dr Portsmouth, NH 03801

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

Email address (for clerk's office communication): johnoleary473@comcast.net

How long have you been a resident of Portsmouth? 76 years

Occupational background:

Retired - Anthem Blue Cross Blue Shield. Sales and Administration

Insurance Services Manager - NH Bankers Association  
Substitute Teacher - Portsmouth School Dept

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

During my career I have served on numerous committees/working groups that have dealt with the construction and/or renovation of various municipal buildings.

OVER

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

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

Reasons for wishing to serve: I believe that my experience in dealing with Capital projects in the City of Portsmouth is unparalleled and I would like to bring this experience and knowledge to this committee.

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

Chair Library Building Committee  
Chair Construction Committee PHS Athletic Complex  
Community Policing Facility Working Group  
Parking Garage Oversight Committee

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

1) Peter Loughlin, Portsmouth (603) 828-7871  
Name, address, telephone number

2) Jill McMaster Portsmouth (603) 957-8386  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: [Signature] Date: 12/9/24

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes      No     

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801  
6/27/2012





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Police Station Initial applicant

Name: Peter G. Weeks Telephone: 603 674 5264

Could you be contacted at work? YES/NO If so, telephone # Yes

Street address: 18 Congress Street Portsmouth NH

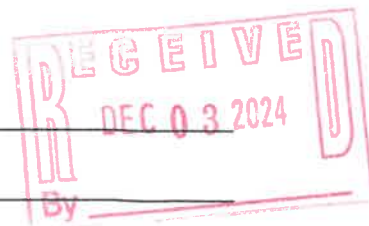
Mailing address (if different): Box 673 Portsmouth NH 03802

Email address (for clerk's office communication): pg Weeks @ comcast.net

How long have you been a resident of Portsmouth? Born here in 1945

Occupational background:

Real Estate Development



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

School Board 1967-71

City Council 1975-1983

Mayer 1981-3

Asst Mayer 1979-81

Send on May Bully Complaints



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

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

Reasons for wishing to serve:

My Experience may help to the Study Committee

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

Trustee of Trust Funds

Please list two character references not related to you or city staff members:

(Portsmouth references preferred)

1) John Lyons Falls Road Portsmouth 603 770 6103  
Name, address, telephone number

2) Peter Loughlin Thaxle Road 603 828 7871  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

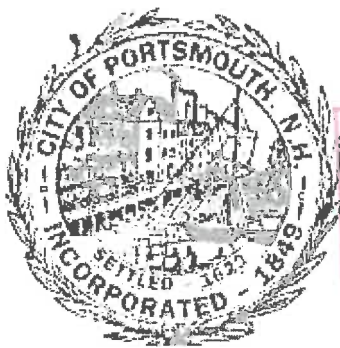
1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to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

Signature: [Signature] Date: 12-3-2024

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

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





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

RECEIVED  
DEC 3 2024  
BY

APPOINTMENT APPLICATION

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

Committee: PPL BOARD OF TRUSTEES **Renewing applicant**

Name: JEFF STERN Telephone: 617-775-1575

Could you be contacted at work?  YES  NO - If so, telephone# 781-891-2967

Street address: 91 SPRING ST. PORTSMOUTH

11

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

Email address (for clerk's office communication): JEFFALEXSTERN@GMAIL.COM

How long have you been a resident of Portsmouth? 9 yrs.

Occupational background:

PROFESSOR @ BENTLEY UNIVERSITY - 18 yrs

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

Reasons for wishing to continue serving: I LOVE BEING ON THE BOARD + COMPLETELY SUPPORT PPL'S MISSION



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

3S ARTS - ARTS PROGRAMMING  
UFVA (UNIVERSITY FILM + VIDEO ASSOC.)

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

- 1) ADAM RUEDIGT, HIGHLAND AVE - 646-270-5947  
Name, address, telephone number
- 2) MARSHA FILION - 603-205-0362  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature:  Date: 12/30/24

CITY CLERK INFORMATION ONLY:

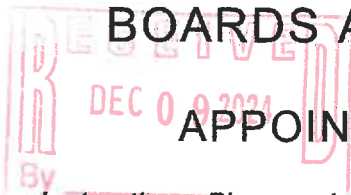
New Term Expiration Date: \_\_\_\_\_  
Annual Number of Meetings: \_\_\_\_\_ Number of Meetings Absent: \_\_\_\_\_  
Date of Original Appointment: \_\_\_\_\_

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS  
APPOINTMENT APPLICATION



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

Committee: PLANNING BOARD Initial applicant

Name: BILL BOWEN Telephone: (415) 238-9403

Could you be contacted at work? YES  NO  If so, telephone# SAME

Street address: 1163 SAGAMORE AVE; UNIT 40

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

Email address (for clerk's office communication ): bbowen7@comcast.net

How long have you been a resident of Portsmouth? 5 YEARS

Occupational background: SEE RESUME

- USAF 10 YEARS
- CORPORATE MANAGER/OFFICER 26 YEARS
- PRIVATE INVESTOR 25 YEARS

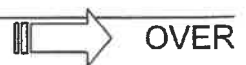
Please list experience you have in respect to this Board/Commission: SEE RESUME

PLANNING BOARD ALTERNATE MEMBER - 16 MONTHS  
LEADERSHIP IN STRATEGIC PLANNING FOR TWO

CORPORATIONS

SERVED ON NUMEROUS BUSINESS, GOVERNMENT AND

NON-PROFIT BOARDS - OFTEN AS LEADER



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

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

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

- USAF ACADEMY INSTILLED A SENSE OF SERVICE WHICH HAS LASTED A LIFETIME IN MANY FORMS
- RELOCATING TO PORTSMOUTH WAS A WELL-INFORMED CHOICE; MOTHER'S FAMILY FIRST LIVED HERE IN 1600'S

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

- COMMON GROUND - HOUSING ADVOCACY GROUP
- ASSOCIATION OF FORMER INTELLIGENCE OFFICERS
- NH WORLD AFFAIRS COUNCIL
- NH GOP

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

- 1) JOHN PAPPAS; 1163 SAGAMORE AVE, UNIT 80, (207) 752-3694  
Name, address, telephone number
- 2) TOM WATERMAN; 43 CORNWALL ST. #3; (603) 686-8060  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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Signature: William J. Bowen Date: 11/11/2024

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

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



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

November 11, 2024

Dear Mayor McEachern:

Enclosed are:

1. An updated application for a Regular position on the Planning Board.
2. My resume.

Since my appointment as an Alternate in August 2023, I have received local orientation, and state training; attended several conferences organized by the NH Housing Authority and numerous meetings of housing advocacy groups; attended virtually all Planning Board meetings; and walked the neighborhoods of most of the development sites which we have considered. I have a good understanding of land use planning in Portsmouth, and a broader view of housing in the Seacoast and in New Hampshire. I have no conflicts of interest.

My term as an Alternate expires at the end of this year, as do the terms of several Regular members. While I would accept returning as an Alternate, I would appreciate an upgrade to Regular status when an opening occurs.

I would welcome an opportunity to discuss this application and / or my thoughts on housing in Portsmouth.

Thank you.

A handwritten signature in black ink, appearing to read "Bill Bowen". The signature is stylized with a large, sweeping "B" and a circular flourish for the "W".

William G. (Bill) Bowen  
1163 Sagamore Avenue, Unit 40  
Portsmouth, NH 03801  
[bbowen7@comcast.net](mailto:bbowen7@comcast.net)  
(415) 238-9403

William G. (Bill) Bowen  
1163 Sagamore Avenue; Unit 40  
Portsmouth, NH 03801  
(415) 238-9403  
bbowen7@comcast.net

#### Education

- USAF Academy – Bachelor of Science (1966)
- Georgetown University – MA (Political Science; 1967)

#### Military Experience

- Air Force Intelligence Officer – Vietnam (1967-1968); Defense Intelligence Agency – Washington, D.C. (1968-1970)
- Staff Officer – Office of the Secretary of Defense/International Security Affairs – (1970-1972)

#### Business Experience

- Pabst Brewing Company, Milwaukee Wisconsin – VP Logistics; Purchasing; Information Systems; Strategy; Personnel. (1972-1985)
- Kraft Foods North America, Northbrook, Illinois – VP Logistics; Purchasing; Operations Strategy (1985-1998)
- Private Investor – 1998-present

#### Other Interests

- Glendale Wisconsin Board of Education (1974 - 1980)
- Service Core of Retired Executives - Consultant (1999 – 2001)
- San Francisco Civil Grand Jury - Foreman (2001 - 2002)
- SF Chapter, California Grand Jurors' Association (2004-2008; President – 2004 - 2007)
- Presidio Golf Club (President, 2006)
- Lincoln Club of Northern California (2010 – 2019; Board Member 2012-2019)
- Oakland Military Institute College Preparatory Academy Board of Directors (2010 – 2019; Chairman of the Board 1015-2017) (Governor Jerry Brown was founder and remains active.)
- Professor at the Fromm Institute at the University of San Francisco; co-lecturer (2012)
- Sea Star Cove Condominium Association (President 2021-2022)
- The Common Ground Project of the Seacoast (2022-2024)

#### Personal

- Wife – Susan; daughters Sarah and Julia; 5 grandchildren





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

## APPOINTMENT APPLICATION

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

Committee: Planning Board

Reapplication  
~~Initial applicant~~

Name: Anthony D. Coviello Telephone: (603)828-8833

Could you be contacted at work?  YES  NO If so, telephone # (603)828-8833

Street address: 341 Dennett St. Portsmouth, NH

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

Email address (for clerk's office communication): tonycoviellope@gmail.com

How long have you been a resident of Portsmouth? 25 years

Occupational background:  
Civil Engineer for past 25 years  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list experience you have in respect to this Board/Commission:  
Planning Board Member - 2005-2009  
\_\_\_\_\_  
Planning Board Member - 2024 - present  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

Reasons for wishing to serve: Giving back to the city

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

UNH Civil Engineering Board Member

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

1) Eric Spear, 47 Mount Vernon St. (603)436-8060

Name, address, telephone number

2) Andrew Bagley, 40 Chauncey St. (603)583-8015

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 12/18/24

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes      No     

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





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

## APPOINTMENT APPLICATION

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

Committee: Planning Board Initial applicant

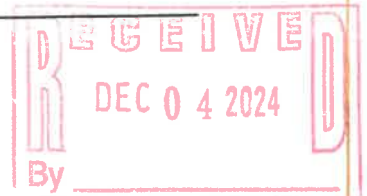
Name: Ryan Wolf Telephone: 607 339 1502

Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

Street address: 160 Court Street unit 413 Portsmouth NH 03801

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

Email address (for clerk's office communication ): ryan.wolf@gmail.com



How long have you been a resident of Portsmouth? 7 years

Occupational background:

Seacoast Community School 2014-current

PEAK Site Director

Strawbery Banke Museum 2014 - current

Museum Teacher / Hearth Cook / Docent

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

Studied Urban Planning for undergrad and Historic

Preservation Planning in grad school

➡ OVER

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

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

Reasons for wishing to serve: I would like to serve the community that I live and work in a meaningful way. This is what I went to school for and would love to engage in my community in the field I studied.

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

I am not currently involved in any committees, organizations or groups.

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

1) Sarah Castle Portsmouth NH (603) 969-9229  
Name, address, telephone number

2) Harri Rodennizer 79 Haven Rd Portsmouth NH (818) 859-3326  
Name, address, telephone number

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5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 12/3/2021

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

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



Ryann Wolf  
450 Portsmouth Ave  
Greenland NH 03840  
Telephone Number: 607-339-1502  
Email: [ryann.wolf@gmail.com](mailto:ryann.wolf@gmail.com)

**Education:**

2016 (expected): Master's Degree in Historic Preservation Planning, Cornell University

2010: Bachelor Degree in Social Sciences, New College of Florida

**Experience:**

Summer 2011: Hallockville Farm Museum, volunteer, Riverhead NY

- Worked on creating a guide for oral history collection

Fall 2010: Scottholm Tract Survey, Syracuse NY

- Documented houses according to New York Register forms
- Helped to produce a final report for the City of Syracuse
- Held community meetings

Spring 2010: Galilee Cemetery Survey, Sarasota FL

- Documented grave sites in the African American cemetery
- Collected oral histories on the history of the cemetery

**Work History:**

2014-Current Interpreter/ Museum Teacher, Strawberry Banke Museum, Portsmouth NH

- Leading Workshops
- Docent in homes
- Doing open hearth cooking demonstrations

2014-Current: P.E.A.K Teacher, Seacoast Community School, Portsmouth NH

- Leading activities in the before school and afterschool programs
- Assisting with homework
- Working with a team to provide a safe environment for the children

2010-2014: Crew Member/ Shift Manager, McDonald's, Greenland NH

- Taking orders at both the front counter and drive through
- Preparing food
- Cleaning the front of the restaurant

2010- 2012: Graduate Assistant, Cornell University, Ithaca NY

**Responsibilities:**

- Data entry (Excel)



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

## APPOINTMENT APPLICATION

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

Committee: Planning Board Initial applicant

Name: Frank Perier Telephone: (908) 868-3530

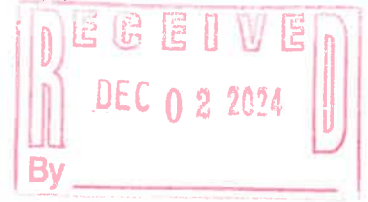
Could you be contacted at work? YES  NO  If so, telephone# (908) 868-3530

Street address: 22 Columbia St Portsmouth NH

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

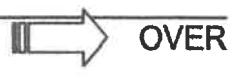
Email address (for clerk's office communication ): fperier94@gmail.com

How long have you been a resident of Portsmouth? 2.5 yrs



Occupational background:  
Foodservice, Information Technology  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list experience you have in respect to this Board/Commission:  
I unfortunately have no experience in civics.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





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

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

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

As I become more entrenched in Portsmouth, I would like to contribute to the community as a whole and have a hand in how the city moves forward. With its growing popularity and distinct culture, architecture, and feel, the city is in a position for great positive change. I would like to have a hand in making that happen.

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

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

1) Drew Dickinson 220 Walker Bungalow Rd (603) 769-1308

Name, address, telephone number

2) Jonah Benjamini 132 Middle St (603) 501-8533

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: \_\_\_\_\_ Date: 12/1/24

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

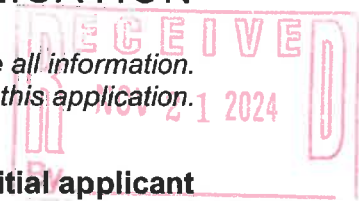
Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



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

## APPOINTMENT APPLICATION

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



Committee: Sustainability

**Initial applicant**

Name: Frederick Calcinari Telephone: 603-828-5069

Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

Street address: 1246 South St Portsmouth NH 03801

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

Email address (for clerk's office communication ): fred.calcinari@icloud.com

How long have you been a resident of Portsmouth? 7 years

Occupational background:

Information technology, software development, insurance industry, human resources

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

As a member of Portsmouth Climate Action, I have attended a handful of sustainability committee meetings and spoke about various topics. I have closely followed the development of the Climate Action Plan and offered comments during the public review phase.

\_\_\_\_\_  
\_\_\_\_\_

➡ OVER



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

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

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

In order to achieve the goal stated in the CAP to make our city carbon neutral by 2050, ~~it requires a coordinated effort by city departments and by residents and businesses in the community.~~ My work with Portsmouth Climate Action has been focused on ~~community engagement through education and outreach.~~ My intention is to bring that focus with me to this community and to do whatever is needed to help achieve the CAP goal.

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

Portsmouth Climate Action

~~Seacoast Climate Action Now~~, board member and treasurer

Catholic Climate Covenant

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

1) Bert Cohen, bertcohen@comcast.net

Name, address, telephone number

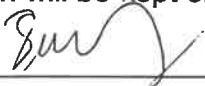
2) Effie Malley, effie.malley@gmail.com, 603-205-5395

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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



Date: Nov 19, 2024

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

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

6/27/2012



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

## APPOINTMENT APPLICATION

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

Sustainability Committee

Committee: \_\_\_\_\_ **Initial applicant**

Rhianne Tallarico

603-494-7661

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

Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

10 Commercial Alley Apt. 5 Portsmouth NH, 03801

Street address: \_\_\_\_\_

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

Email address (for clerk's office communication ): \_\_\_\_\_ rtallarico09@gmail.com

18 months

How long have you been a resident of Portsmouth? \_\_\_\_\_

Occupational background:

Engineer - 5 years

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

I have attended 3 committee meetings in 2024.

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OVER



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

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

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

Over the last 3 years, I have been on a personal journey to become a more sustainable individual. I am ready to take the next step and become a more sustainable community member! I have a deep appreciation for the city of Portsmouth, and want to position it to be enjoyed by many generations to come.

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

None

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

1) Katherine Brennan, 1501 Lawrenceville Rd Apt 1N Lawrence Township, NJ 08648, 609-426-1111  
Name, address, telephone number

2) Mary Rego, 8 Paul X Tivnan Dr. Boylston MA, 01505, 617-352-1111  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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Signature: \_\_\_\_\_ Rhianne Tallarico Date: 10/20/2024

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

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

# Rhianne Tallarico

---

10 Commercial Alley Apt 5, Portsmouth NH 03801  
603-494-7661

rtallarico09@gmail.com  
linkedin.com/in/rhianne-tallarico-331160134/

## Summary

Engineer with 5 years of experience in development, test and regulatory affairs of medical devices. A strong passion for the medical device industry, driving the production of high-quality work at a dynamic pace.

## Education

### RUTGERS UNIVERSITY | BIOMEDICAL ENGINEERING, 2019

GPA 3.3/4.0 | Graduated with Honors | Dean's List – 5 Semesters | James Dickson Carr Academic Scholarship

**Relevant Coursework:** Numerical Modeling in Systems, Programming for Engineers, Engineering Mechanics, Biomedical Devices Lab, Mechanical Properties of Materials, Biomaterials, Principles of Drug Delivery

**Relevant Software:** JIRA, Confluence, Arena, Helix, MATLAB, Microsoft Office

## Professional Experience

### DEKA R&D, REGULATORY AFFAIRS SPECIALIST | NOV 2023 – PRESENT

MANCHESTER, NH

*Responsible for leading cross functional team to 510(k) submission of medical device under development.*

- Identify and manage all deliverables required for Pre-Submission and 510(k) Submissions
- Author documentation to be included in 510(k) Submissions
- Collaborate cross-functionally to inform team of regulatory requirements and expectations

### DEKA R&D, SYSTEMS ENGINEER | JUNE 2022 – NOV 2023

MANCHESTER, NH

*Responsible for risk management of medical device under development.*

- Analyzed death, injury and malfunction events of competitor products reported to the FDA to inform risk mitigations in device under development
- Developed a Safety Assurance Case demonstrating that the device under development is safe and effective
- Developed Failure Mode and Effects Analysis (FMEA) documentation

### INSULET CORPORATION, ASSOCIATE SYSTEMS TEST ENGINEER | JUNE 2019 – JUNE 2022

BILLERICA, MA

*Responsible for comprehensive system testing of Artificial Pancreas closed loop system for insulin delivery in Type 1 Diabetics.*

- Lead cross-functional effort to mitigate high impact technical risks to the project
- Contributed to development of Design Verification and Validation Plan
- Authored test cases for various features including, but not limited to, the system's communication pathways, closed loop algorithm, and application initialization.

### RUTGERS UNIVERSITY, ENGINEERING DESIGN STUDENT | FALL 2019

NEW BRUNSWICK, NJ

*Awarded as top Rutgers Senior Design team for development of Breast Cancer Diagnostic using Machine Learning.*

- Designed adjustable mechanical component to mount a cellular device to a microscope using Solidworks.
- Integrated mechanical designs with firmware and software components for final demonstrations.

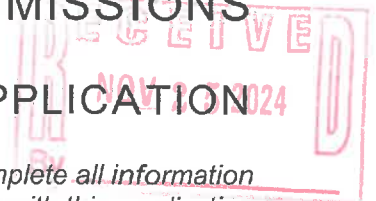




CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Trustees of Trust Funds **Renewing applicant**

Name: Thomas R. Watson Telephone: 603-770-6100

Could you be contacted at work? YES  NO  If so, telephone # Retired

Street address: 200 New Castle Avenue, Portsmouth, NH

Mailing address (if different ): P.O. Box 1106, Portsmouth, NH 02802

Email address (for clerk's office communication ): tomwatson603@gmail.com

How long have you been a resident of Portsmouth? 1983 - 1994; 1998- present

Occupational background:

I am retired. I practiced law in the City of Portsmouth from March 1979  
until July 2021. See attached curriculum vitae for listing of law firms.

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

Reasons for wishing to continue serving: I have had the pleasure of serving as a Trustee of Trust Funds since 2011 and as chair since 2019. During that time, we have overseen substantial growth in the funds under management while decreasing management fees and have increased the amounts available for scholarships significantly. We have adopted other initiatives, as well. I would very much appreciate the opportunity to continue this progress.



Please list any organizations, groups, or other committees you are involved in:  
Portsmouth Economic Development Commission

Strawbery Banke Museum National Council

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

1) James G. Nocas, Jr., 64 Thatcher Road, Portsmouth, NH 03801 603-436-8378  
Name, address, telephone number

2) John E. Lyons, Jr., 76 Fells Road, Portsmouth, NH 03801 603-770-6103  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

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

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

11.21.2024

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: \_\_\_\_\_

Annual Number of Meetings: \_\_\_\_\_ Number of Meetings Absent: \_\_\_\_\_

Date of Original Appointment: \_\_\_\_\_

**Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801**



**Thomas R. Watson**  
**200 New Castle Avenue**  
**P.O. Box 1106**  
**Portsmouth, NH 03802-1106**  
**603-770-6100**  
**tomwatson603@gmail.com**

**Education:**

University of New Hampshire, Durham, New Hampshire, BA Political Science, *cum laude*, 1973;  
University of New Hampshire Franklin Pierce School of Law, Concord, New Hampshire, JD 1978

**Bar Admissions:**

Admitted to the Bar of New Hampshire (1978), U.S. District Court, District of New Hampshire (1978), U.S. Court of Appeals, First Circuit (1978), State of Maine (1982), U.S. District Court, District of Maine (1982), U.S. Supreme Court (1986)

**Professional Experience:**

Retired from Drummond Woodsum & MacMahon, P.A., Portsmouth, New Hampshire and Portland, Maine on July 31, 2021. Prior practice concentrated in the areas of civil litigation, including commercial, personal injury and domestic litigation, general corporate and real estate.

Previously formed partnership (Tybursky & Watson) in the practice of law in Portsmouth, New Hampshire in 1979; expanded to Tybursky, Watson & Harman in 1987; merged to become Taylor, Keane, Blanchard, Lyons, Tybursky & Watson, P.A., later Taylor, Keane, Blanchard, Lyons & Watson, P.A. in 1988; formed Watson, Lyons & Bosen, P.A. (later Watson & Bosen, P.A., then Watson & Lemire, P.A.) in 1994; merged firm with Wiggin & Nourie, P.A. in 2005; shareholder at Wiggin & Nourie, P.A. from 2005-2012; shareholder at Drummond Woodsum & MacMahon from 2012-2021.

**Professional Involvement:**

New Hampshire Association for Justice  
President 1995-1996  
Member, Board of Governors, 1989-2021

American Association for Justice  
Member, Board of Governors, 2006-2019  
State Delegate, 1996-2006; Chair 1998-1999

New Hampshire Bar Association  
Member, Board of Governors, 1985-1990

New Hampshire Bar Foundation  
Member, Board of Directors, 1987-1990

**Community Involvement:**

Portsmouth NH 400<sup>th</sup> Inc.  
Member, Review and Selection Committee for 400<sup>th</sup> Anniversary  
Legacy Sculpture, 2022-2023

Portsmouth Athenaeum  
President, 2012–2014  
Member, Board of Directors, 2010-2016  
Proprietor, 1991-Present

Strawbery Banke Museum  
Chair, Board of Trustees, 2002-2004  
Member, Board of Trustees, 2000-2006  
Member, National Council, 2008-Present

University of New Hampshire School of Law  
Member, Board of Trustees, 2010-2013

Greater Portsmouth Chamber of Commerce  
Chair, Board of Directors, 1990-1992  
Member, Board of Directors 1988-1992

Portsmouth Historical Society  
President, 1995-1997  
Member, Board of Trustees, 1994-1999

Federal Fire Society  
Member, 2013-Present  
Chair, 2022-2024

Leadership New Hampshire  
Associate, Class of 1993-1994

Franklin Pierce Law Center Alumni Association  
President, 1985-1986; Member, Alumni Council, 1990-1992

Treaty of Portsmouth Anniversary Committee  
Member, 2002-2006



New Hampshire Main Street Center  
Member, Board of Directors, 1998-2002

New Hampshire Small Business Development Center  
Member, Board of Advisors, "Project Self-Start" Entrepreneurship Training  
Program, 1993 - 1995

Ballet New England  
Member, Advisory Board, 1996-2004

Greater Seacoast Economic Summit  
Treasurer and Member of the Executive Committee 1990-1991

**Public Service:**

City of Portsmouth Trustees of the Trust Funds  
Trustee, 2012 – Present; Chair, 2019 - Present

City of Portsmouth Economic Development Commission  
Member, 2018 – Present; Chair, 2024 - Present

City of Portsmouth, Blue Ribbon Committee on Implementation of Prescott Park Master Plan  
Member and Chair, 2020 – 2023

City of Portsmouth Blue Ribbon Task Force on Portsmouth Historic Archives  
Member, 2023

City of Portsmouth Fire Chief Selection Committee  
Member, 2019

City of Portsmouth Prescott Park Policy Advisory Committee  
Member and Chair, 2017

City of Portsmouth Blue Ribbon Committee on Prescott Park Master Plan  
Member, 2016 - 2017

City of Portsmouth Planning Board  
Member, 1992 - 1994

City of Portsmouth Historic District Commission  
Member, 1992

New Hampshire Constitutional Convention  
Delegate, 1974

December 30, 2024

Dear Mayor McEachern,

I am resigning from the Portsmouth Arts and Cultural Commission effective immediately.

Sincerely,  
Jessica Dickey

**Jess Dickey**  
Owner & Muralist  
Elevista Designs, LLC  
Portsmouth, NH  
603.828.1277  
[www.elevistadesignsllc.com](http://www.elevistadesignsllc.com)







CITY OF PORTSMOUTH CITY COUNCIL POLICY No. 2024- \_\_\_\_\_

**VOLUNTEER TRAINING AND STANDARDS OF CONDUCT AND ETHICS POLICY**

1. **PURPOSE**

As part of its commitment to open government and citizen engagement, the City of Portsmouth has established boards, commissions, and committees to provide expert and/or community advice to the City Council and City Staff on a variety of topics, issues, and initiatives. The City of Portsmouth provides essential services upon which individuals and businesses rely daily. The successful delivery of those services requires the best efforts of both elected and appointed City Officials and volunteer board, commission, and committee members. Consequently, your reliability, your ability to interact respectfully and successfully with each other, the public and staff, and your attention to your assigned duties are critically important. This Policy provides a standard of conduct framework for the completion of these assigned duties and respectful interactions. Failure to meet these standards is cause for concern, discipline, and possible removal, in addition to any penalties that may be applicable pursuant to State and Federal law.

2. **SCOPE**

This Policy applies to all elected and appointed officials, including volunteer members of the boards, commissions, committees, Blue Ribbon committees, advisory committees, and any task force established by the City.

3. **POLICY**

To meet the high standard of performance and conduct the City expects, this Policy provides both general and specific guidance to help you succeed and to promote consistency in expectations. Generally, elected and appointed officials and volunteers of the City are expected to maintain common standards of honesty and decency expected of its staff as set forth in the City's Standards of Conduct and Code of Ethics Policy, which forms the basis for this Policy.

To provide additional guidance, the following specific areas of conduct are called out for attention below. In addition, the City has adopted detailed, specific policies concerning some areas of conduct and those more specific policies will govern.

A. **Absenteeism, Tardiness and Attendance:** Any expected absence or lateness should be reported to the Chair of the group meeting as soon as possible. Elected and appointed City Officials and volunteer board, commission, and committee members are also subject to the attendance requirements and appointment, tenure and removal provisions of Chapter 1, Article III, Section 1.302 of the City ordinances.

B. **Confidentiality and Non-Disclosure:** As part of your duties, you may learn confidential information which may include personnel and individual protected health information, privileged and confidential legal opinions, security related strategies, and confidential financial information. You have an obligation to keep such information secure and to follow any policies that may be in place to protect that information from disclosure. New Hampshire's Right-to-Know Law, RSA 91-A, governs the procedures for conducting non-public sessions of public bodies and the confidential nature of those sessions. This is discussed in more detail in the Volunteer Training Manual and will be reviewed during the mandatory volunteer Orientation and Training.

C. **Courtesy, Respect and Professional Conduct:** Generally, elected and appointed officials and volunteers of the City are expected to behave courteously and professionally and to maintain common standards of honesty and decency.

D. **Honesty:** Elected officials and volunteers are expected to be truthful and to maintain public records accurately and in accordance with the law. You may not promise special favors to anyone or receive special consideration from anyone in exchange for an official act.

E. **Drug Free:** City property is a drug-free zone and alcohol-free location by Ordinance. Bringing, possessing, or using alcoholic beverages or illegal drugs or being under the influence of or testing positive for these substances on City property or while acting in an official capacity may result in discipline, removal or criminal charges.

F. **Non-Discrimination and Anti-Harassment:** See separate Non-Discrimination and Anti-Harassment Policy on this topic. This policy applies to all elected and appointed City Officials and volunteers by adoption of this Policy.

G. **Safety:** All elected and appointed officials and volunteers are encouraged to help to maintain a healthy and safe work environment. Any unsafe condition or any accident can be reported to the Chair of their committee or to the City Manager's Office.

H. **Telephone, Facsimile, Computer, E-Mail, and Copier Usage:** See separate Non-Discrimination and Anti-Harassment Policy on this topic. This policy applies to all elected and appointed City officials and volunteers by adoption of this Policy.

I. **Theft, Destruction or Unauthorized Use of City Property.** Elected and appointed officials and volunteers shall be permitted to use and remove City property with permission of the Chair of their Committee or the City Manager. The City



reserves the right to search and inspect City property. Misappropriation or misuse of City property may subject elected and appointed officials and volunteers to discipline, removal or penalties applicable through State or Federal law.

**J. Conflict of Interest:** Chapter 1, Article VIII, Sections 1.801 through 1.807 of the City of Portsmouth Ordinances sets forth a Code of Ethics applicable to all City employees and City officials, elected and appointed. That Code of Ethics defines and prohibits conflicts of interest. Conflicts of interest jeopardize the confidence the public has in government and are to be avoided.

**K. Volunteer Orientation and Training:** The City will coordinate and provide Orientation and Training for all Board members prior to their first meeting. Board member participation in this Orientation and Training is mandatory and a prerequisite to participating in any Board meetings. The Orientation and Training will include the distribution and review of the City's Board, Commission & Committee Handbook for Volunteers ("Volunteer Handbook"), and information regarding the following topics:

- i. A general overview of the City's governance structure;
- ii. Information regarding the Board's purpose and function, including the role of the Board and its relationship with the public, other Boards, City Staff and the City Council;
- iii. Meeting Rules and Procedures, which will including but not limited to:
  1. Attendance
  2. Quorum
  3. Role of Chair
  4. Role of City Council Liaison
  5. Role of Staff Liaison
  6. Meeting Rules and Procedures, including compliance with Roberts Rules and Confidentiality
  7. Review of applicable City ordinances and other City policies (Non-Discrimination and Anti-Harassment, Acceptable Use for Electronic Media, Social Media, and any other policy approved and required by the City Council) and compliance with New Hampshire's Access to Governmental Records and Meeting Law, RSA 91-A (Right-to-Know law)
  8. Discussion of consequences of Board Member's failure to comply with Board Rules and Procedures, City ordinances, City policies and State and Federal laws
- iv. Mandatory Board member participation in Orientation and Training to provide guidelines on good government practices, and acknowledgement of review and receipt of Volunteer Handbook and City policies.

- v. Specialized training may be provided to Board Chairs, as needed
- vi. Specialized training will be provided to Land Use Boards on quasi-judicial procedures and relevant state law.

The City acknowledges citizen participation as an important ingredient to delivering top-quality public services and further acknowledges the dedication and commitment of each Board member and value their contributions to City government.

This policy shall take effect upon the passage by the City Council.

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

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Kelli L. Barnaby, MMC, CMC, CNHMC City Clerk



**BOARD, COMMISSION &  
COMMITTEE HANDBOOK  
FOR VOLUNTEERS**



Revised: 11/26/24

## INTRODUCTION

Without the dedication of the many volunteers who serve and contribute countless hours as board, commission, and committee (collectively “Boards” or “Board”) members, the City would be unable to function. These volunteers help make the City of Portsmouth a great place to live, work, and play.

Citizen knowledge, interest and action are important ingredients to the delivery of top-quality public services. More than ever, citizen participation is playing an important role in local government. The richness that comes from citizens serving on City Boards is one of the things that makes Portsmouth exceptional.

The City has established Boards to advise and assist the City Council in dealing with specific projects, policies, and issues of concern. Boards play an integral and important role in the City's decision-making process. The City benefits from the expertise of the dedicated individuals that make up these Boards.

Being a member of a City Board requires work and commitment, and it is hopefully a very rewarding experience. It offers a means to participate in community affairs, to work with interesting people, and an opportunity to help shape City policy.

This handbook has been prepared to:

1. Outline the role and function of City Boards;
2. Review important guidelines for all Boards;
3. Provide information about the history and composition of the City’s organizational structure; and
4. Provide members with the information necessary to understand areas of responsibility for their respective Board and their role in serving their Board and the City.

## CITY ADMINISTRATION

Board members need to be familiar with the City’s organization and develop an understanding of City departments and their operations. The easiest way to do this is to review the organizational chart attached.

## RELATIONSHIPS

### Relationship with the City Council

A good relationship with the City Council is essential. The primary responsibility of City Boards is to advise and make recommendations to the City Council. Boards are responsible for providing additional avenues of communication for the general public. As they provide their recommendations to the City Council, Board members should keep in mind that no Board has the final authority to establish City policy or administrative direction. It is the City Council's role to receive the recommendations made by the Boards and to consider them as part of its decision making. Regardless of one’s individual position, it is helpful for a Board member to understand that the policy decisions of the City Council are final once they are made.

Official communications with the City Council should be in written form, or by public report, from the entire Board. Communications will then be forwarded through the Staff Liaison to the City Council and the City Manager. The role of Staff is typically to *communicate* the position of the Board rather than to *advocate* for it. Whenever a Board has an item before the City Council, the Chair or a representative of the Board is not usually required to attend the Council meeting, but is encouraged to be present to speak about the issue or answer questions, especially when Staff recommendations differ from those of the Board. Staff will indicate in the agenda report if Staff recommendation differ from the recommendations of the Board.

When a Board member addresses the City Council at a public meeting, it should be made clear whether or not he/she is speaking on behalf of the Board or as an individual. If the member is speaking on behalf of the Board (normally this would be the Chair or Vice Chair), only the majority position of the Board should be advocated. If



the member is expressing his/her own personal viewpoint on a particular subject, it should be stated as such.

Board members assist the City Council and Staff by:

1. Focusing attention on specific issues of community concern;
2. Encouraging citizen participation and involvement in the ongoing management of their community;
3. Providing a grass roots perspective on issues of importance; and
4. Making recommendations considering citizens' input and perspective.

Citizens seeking to provide comment at Board meetings on non-agenda items should be directed to do so during public comment at those meetings, or at City Council meetings so that the City Council is aware of citizens' concerns. The Council may refer items back to the Board for greater policy development.

Generally, Roberts Rules of Order are followed for Board meetings and the Chair has some discretion in running meetings. Fairness is very important. (If a Board allows public comments on agenda items, then it should be very judicious in doing so, similar to the City Council rule of three minutes.) A few sample motions are provided below:

<u>You Want to</u>	<u>You say</u>	<u>Interrupt</u>	<u>Second</u>	<u>Debate</u>	<u>Amend</u>	<u>Vote</u>
Enforce Rules	Point of Order	Yes	No	No	No	None
Suspend Rules	Move to suspend Rules	No	Yes	No	No	2/3 vote
Make a Motion	I move	No	Yes	Yes	Yes	Majority
Amend a Motion	I move to amend	No	Yes	Yes	Yes	Majority
Postpone	I postpone to time certain	No	Yes	Yes	Yes	Majority
Close debate	Move the Question	No	Yes	No	No	2/3 vote
Take a break	Move to recess	No	Yes	No	Yes	Majority
Close meeting	Move to adjourn	No	Yes	No	No	Majority

### **Relationship with City Staff**

Staff Liaisons to Boards are valuable resources. They do research and provide relevant information that enhances the Board's ability to get things done. Staff are available to answer questions and follow-up on items brought before the Board. Members should be aware of the time involved on the part of Staff in preparing studies and reports and should make sure that all requests to Staff are consistent with the Board's approved role.

Board members may not direct Staff to initiate major projects without approval from the City Council or City Manager, and individual members may not direct Staff to initiate any program or study. In addition, members should not become involved in the operational matters of City departments unless part of Board's advisory responsibility (e.g. the Library Board of Trustees). For more information about the powers and duties of the Portsmouth Library Board of Trustees, please see the Trustee section of the Library website at: <https://www.cityofportsmouth.com/library/library-trustees-board>.

### **Relationship with Fellow Board Members**

Cooperation among fellow Board members plays an important role in the successful efforts of City Boards. In order to build consensus around common goals and objectives, members should first show a willingness to define the issues at hand and then work to reconcile opposing viewpoints. When members interact positively, the group as a whole will be more effective. Important points to keep in mind in working with other members are:

1. Respect an individual's viewpoint, even though it may be different from your own;
2. Allow other members adequate time to present their views before making comments;
3. Be open and honest;
4. Welcome new members and help them become acquainted with the Board; and
5. Accept responsibility, voice opinions, be fair and factual.

### **Relationships with the Public**

Good relations with the public are vital for all City Boards. In many cases each Board serves as a link between the City Council and the public, helping to inform the public, to reconcile opposing viewpoints, and to explain City programs and policies. Members should welcome citizen input at meetings and be considerate of all interests, attitudes, and differences of opinion. Each Board provides a channel for citizen expression by listening to comments, opinions, and concerns from the public. Therefore, it is important to be responsive and in tune with the community.

### **Relationship with Other Boards**

From time to time, an issue will come before the City that involves two or more Boards. When this occurs, each Board should focus on their own advisory responsibilities, not on areas that are under the jurisdiction of the other Board. The responsibilities of Boards are, at times, very close to one another, and care should be taken to avoid overlapping to the greatest degree possible. For example, the Conservation Commission, Trees and Greenery Committee and Recreation Board can all easily become involved in the consideration of a single project around parks. This can get confusing, and it is often difficult to resist getting involved in decisions that are the responsibility of another Board. On a particularly complex project, or when members' objectives contradict one another, it may be appropriate to have joint meetings to improve communication to facilitate a mutual understanding of the issues.

### **Business Relationships**

Members of Boards may not participate in a discussion or vote if they have a direct financial interest in the vote to be taken (such as a contract). For more information, See Volunteer Training and Standards of Conduct and Ethics Policy.

## **APPOINTMENT PROCESS & EXPECTATIONS**

### **Board Member Requirements and Appointment Process**

Members of almost all City Boards must be residents of the City of Portsmouth. Interested applicants apply for an appointment to a specific Board. Appointments are made by the Mayor and confirmed by the City Council.

### **Oath of Office**

Every officer of the City, including members of City Boards, may be required to take an oath of office administered by the City Clerk.

### **Training for Board Members**

Continuing education to further one's knowledge of the various issues that face New Hampshire municipalities is essential to serving the public interest. Board members are encouraged to attend conferences and workshops, read relevant publications, and utilize other opportunities for personal and professional training that will bring new ideas into the community. New Board members will be required to participate in member orientation and training. Failure to complete this orientation and training will result in the member's inability to begin his/her term and participate in meetings. Land use board members may be required to attend specialized training during their term.

### **General Guidelines for Board Members**



The Council encourages active citizen participation in the business of City government. Boards provide an opportunity for interested residents to participate in the governing of their community under guidelines and procedures established by the Council. Boards can improve the quality of City government by providing the Council with resources to make better-informed decisions. Other benefits of these Boards include improved lines of communication between the public and Council, greater opportunities for discussion of public issues and more citizen involvement in City government.

Appointment to a City Board is an honor. It provides an opportunity for genuine public service. Each Board member should be aware of the responsibilities that go along with officially serving the City. The specific duties of each Board vary with the purpose for which it was formed.

There are, however, many responsibilities common to all Board members:

1. Understand the role and responsibility of the Board. Be informed of its functions, scope and authority and relationship to other Boards;
2. Represent the overall public good, not the exclusive point of view of a sole group or interest;
3. Keep all lines of communication open. Each member serves as a communication link between the community, the City Council, and Staff;
4. Do your homework and be prepared. Members should become familiar with items under consideration prior to meetings in order to be fully prepared to discuss, evaluate, and act on matters scheduled for consideration. Reviewing the materials in your agenda package in advance of each meeting is crucial. It will give you a sense of the potential impacts that recommended actions may have on the community, and any potential issues surrounding those actions. Not being prepared hinders a Board member's ability to represent your community, make informed decisions, and explain your position with confidence. Feel free to seek Staff's advice and assistance in advance of a meeting;
5. Ask questions in advance. If you have a question about a matter that is not on the agenda (or perhaps it's regarding an agenda item but it relates to technical details), contact the Board Chair or Staff Liaison before the meeting. If you ask your questions during the meeting without prior notice, Staff may not have the resources on hand to provide a clear and concise answer. Asking questions in advance of the meeting will provide Staff with the necessary time to do their homework and better prepare for the conversation;
6. Be a participant, an active representative, and be enthusiastic. If you are not able to attend the meeting, or must attend via Zoom or Teams, please let your Staff Liaison or the Board Chair know in advance. Board members are reminded that physical attendance is vital to ensure a quorum during meetings. Without a quorum, the Board is unable to have an official meeting and cannot pass recommendations to Council or Staff. Specific attendance requirements, along with provisions regarding the appointment, tenure and removal of Board members are set forth in Chapter 1, Administrative Code, Article III, Boards, Section 1.302, Appointments, Tenure and Removal. For City Ordinance: <https://www.cityofportsmouth.com/cityclerk/city-ordinances;>
7. Establish a good working relationship with fellow Board members, the City Council, and your Staff Liaison; and
8. Understand the scope and authority of your Board's responsibility and strive to work within that scope.

Being appointed as a Board member by the City Council carries with it a significant responsibility. As an "ambassador" of the City, the City Council expects that you will conduct yourself with politeness and courtesy with the public and Staff and whenever in the public eye. Yours is a position of service that is charged with maintaining the public trust. It is important that you do not abuse that trust.

## MEETINGS

## **Attendance**

Regular attendance at meetings is critical to the effective operation of City Boards. Therefore, all members are expected to attend all of their Board meetings, including work sessions. If you are unable to attend a meeting, call your Chair or Staff Liaison prior to the meeting.

## **Quorum**

A quorum is a simple majority of the voting members of a Board physically present at the meeting and is necessary to pass any motions. In the event of a lack of quorum, or if quorum is lost during a Board meeting, the Board's official business will cease.

## **Role of the Chair**

The principal role of the Chair is to manage the Board meeting. This includes helping to set meeting agendas, maintaining the order of business during the meeting, focusing discussion on the issues at hand, and ensuring that the public appearing before the Board are treated courteously. The Chair must make certain that discussions do not get sidetracked. Duties of the Chair also include review of the agenda with the Staff Liaison before the meeting, representing the body at City Council and community group meetings.

## **Role of the Staff Liaison**

Boards are often assigned a Staff Liaison to provide information, professional or technical advice and support as required. A Staff Liaison will support the Chair in their facilitation of Board meetings, including the wording of motions and determining next steps on various agenda items.

## **Role of the Staff Liaison or Secretary**

Boards often assign a Secretary or Staff Liaison to help with administrative tasks. These tasks typically include:

- Attending meetings and recording minutes;
- Operating Zoom or Teams during a meeting;
- Preparing and distributing minutes to Board members;
- Posting agendas and minutes to the City's website (through the Staff Liaison);
- Maintaining the Board member contact list; and
- Coordinating various meeting logistics including room bookings and public notices of Board meetings (through the Staff Liaison).

## **Role of the City Council Liaison**

A City Council Liaison may be appointed to your Board as a voting or non-voting member. A voting City Council Liaison serves as a full member of the Board.

The City Council Liaisons serve as a communication channel between the City Council and the Board to deliver information, both to and from the City Council, and to provide clarification as required. A Council Liaison's role is not to assess or align with the decisions of the Board, but to act as a conduit of information.

## **Open Meetings**

Effective citizen oversight of the workings of government is essential to our democracy and promotes confidence in it. Public access to meetings of governmental bodies is a vital aspect of this principle. Please consider reading New Hampshire's Access to Governmental Records and Meeting Laws

(<https://www.gencourt.state.nh.us/rsa/html/indexes/default.aspx>) It offers explanations of some of the



fundamental principles in New Hampshire Open Meetings Law, and answers questions that arise on a regular basis.

City Boards are public bodies under the Right-to-Know law and are therefore held to the same standard of transparency as City Council meetings. As such, Board meetings are open to the public, unless the meeting has been closed as part of consultation with the Legal Department on matters that are allowed under state law.

Notification of Board meetings is posted in two locations at public notice posting places as defined through state law, which are often the bulletin board in the City Hall foyer and the City's website.

## **COMPLIANCE WITH CITY POLICIES**

Board members interact with members of the public, other members and City Staff. The City has established several policies, more fully described and incorporated by reference below, that you are required to abide by during your term. Prior to your term beginning, you will be required to review this Volunteer Handbook and acknowledge that you have reviewed and will abide by these policies as a condition of being a member of a City Boards. Failure to sign off on these policies will result in your inability to begin your term and participate in meetings.

### **Volunteer Training and Standards of Conduct and Ethics Policy**

All Board members are required to be familiar with and comply with the City's Volunteer Training and Standards of Conduct and Ethics Policy which provides standards for performance of your duties and standards of conduct that require respectful interactions with each other, the public and Staff. The City's Volunteer Training and Standards of Conduct and Ethics Policy is incorporated herein and requires your review and signature through the City's PowerDMS system, which will be your acknowledgment that you have reviewed and will abide by this policy as a condition of being a member of a City Board.

In addition to the Volunteer Training and Standards of Conduct and Ethics Policy, all Board members are subject to the City's Code of Ethics and Conflict of Interest ordinance set forth in Chapter 1, Administrative Code, Articles VIII, Code of Ethics, and some members are subject to Article IX, Conflicts of Interest/Mandatory Financial Disclosure <https://www.cityofportsmouth.com/cityclerk/city-ordinances>

### **Non-Discrimination and Anti-Harassment Policy**

All Board members are required to be familiar with, and comply with, the policy of the City of Portsmouth prohibiting sexual (or other forms of unlawful) harassment in the workplace. The City's Non-Discrimination and Anti-Harassment Policy prohibits harassment of any kind and requires reporting incidents of harassment and discrimination. The City's Non-Discrimination and Anti-Harassment Policy is incorporated herein and requires your review and signature through the City's PowerDMS system, which will be your acknowledgement that you have reviewed and will abide by the policy as a condition of being a member of a City Board. The references to "employees" shall include Board members and the reference to "supervisors" shall include the Chair of the Board. However, all questions and reports relative to violations of the City's Non-Discrimination and Anti-Harassment Policy (Reporting Procedures and Investigations) should be made to the Director of Human Resources or the Legal Department, not the City Manager's office.

### **Acceptable Use Policy for Electronic Media**

The City encourages the use of technological resources and computing systems "electronic media" and associated services because they can make communication more efficient and effective and because they are valuable sources of information. However, all employees and everyone connected with the City, including Board members, should remember that electronic media and services provided by the City are City property and their purpose is to facilitate

and support City business. The City's Acceptable Use Policy is incorporated herein and requires your review and signature through the City's PowerDMS system, which will be your acknowledgment that you have reviewed and will abide by the policy as a condition of being a member of a City Board.

### **Social Media Policy**

Social media consists of networks and online publications that enable individuals and groups to communicate between and among one another for different purposes (e.g. Facebook, Twitter, LinkedIn, YouTube, blogs, etc.). The City of Portsmouth uses various social media in order to reach out to the public and educate individuals on certain events, activities, awards, and other news releases.

The City does not provide social media platforms for Board members to communicate amongst one another, to Staff or to members of the public. When using social media posts, and other online interactions ("electronic communication") regarding matters before their Board, members are reminded that although they are not acting on behalf of their Board, they should maintain a standard of professional and respectful communications in all their public electronic communications. When posting to public pages, members should be mindful of their responsibilities under the Non-Discrimination and Anti-Harassment, Volunteer Training and Standard of Conduct and Ethics Policies described above.

Expressing opinions on social media or engaging in contentious public online discussions can lead to perceived or actual conflicts of interest for some Boards with quasi-judicial roles. Posts on various social media sites have been the focus of court cases here in New Hampshire where conflicts arose, and decisions were overturned because someone posted something on a social media platform. If you choose to use social media, please do so with caution.

### **Adherence to City Council Policy**

Board members should not approve projects that violate adopted City policies. Members can make recommendations to the City Council about exceptions to a City policy and can also recommend policy changes when appropriate.

### **Open Records**

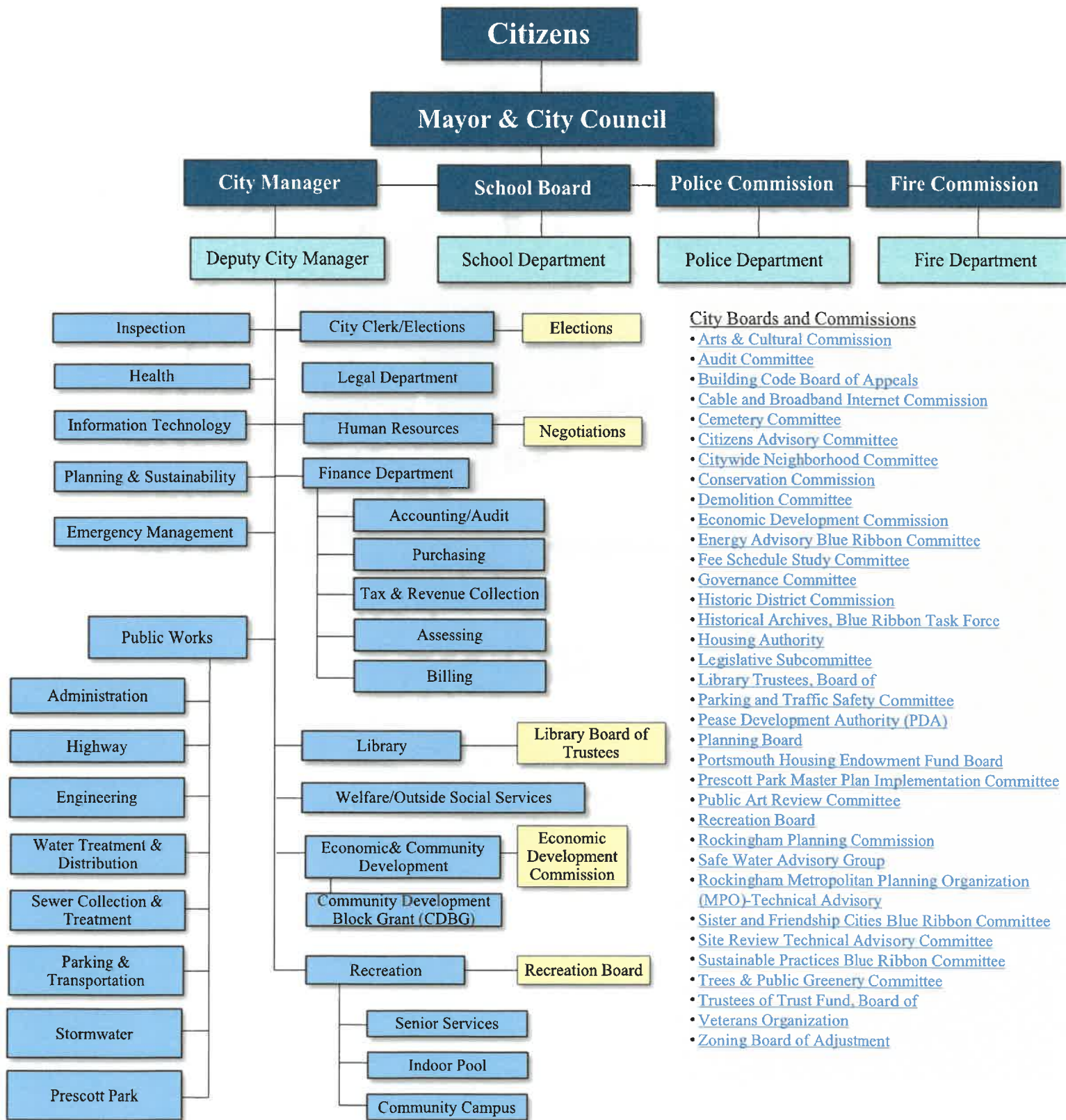
Meaningful access to public records plays a vital role in facilitating government oversight. All communications to City Staff and to elected officials are subject to Right-to Know requests. Please review New Hampshire's Access to Governmental Records and Meetings Law, link to NH RSA (<https://www.gencourt.state.nh.us/rsa/html/indexes/default.aspx>) for more information.

## **VIOLATIONS OF CITY POLICIES AND BOARD RULES AND PROCEDURES**

A member's failure to adhere to City policies and Board rules and procedures can create a lack of trust in City government and hinder the effectiveness of the Board's work. It may also subject the decisions of the Board to legal challenges. A Board member's failure to adhere to these policies, rules and procedures could negatively influence a member's reappointment or change in role from alternate to permanent member and may be grounds for removal.



# City of Portsmouth, New Hampshire Citywide Organizational Chart



Last Reviewed: 1/4/2021  
Effective: 4/1/1993  
Revised: 3/6/2014, 12/17/2020  
Primary Approver(s): City  
Manager

City of  
**PORTSMOUTH**  
New Hampshire



Page: 1 of 4

**TITLE: *Non-Discrimination and Anti-Harassment Policy – City Policy #28***

## NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

### 1 PURPOSE

The City of Portsmouth (“City”) will not tolerate any form of discrimination and harassment, including sexual harassment. The purpose of this policy is to affirm the City’s commitment to these important goals, provide guidance to prevent unlawful conduct, describe the means of reporting complaints and concerns, and to identify consequences. Adherence to this policy will promote a productive, safe and professional organization in which all persons are treated with fairness and respect.

Employees with any questions about this policy should not hesitate to contact their supervisor or the Human Resources Department.

### 2 SCOPE

This policy applies to all departments and divisions. It applies to all employees, full and part-time, as well as all interns (collectively “employees”). This policy covers employees’ interactions with each other as well as with the public, vendors and contractors. Employees shall not engage in discriminatory or harassing conduct and equally as important, employees shall report discriminatory or harassing conduct regardless of whether that conduct is committed by a co-worker, member of the public, vendor or contractor so that the issue may be addressed promptly.

### 3 DEFINITIONS

Discrimination: For the purposes of this policy, discrimination means conduct that is based upon an individual’s protected status (as defined below) and that: adversely affects a term or condition of the individual’s employment; is used as the basis for or a factor in decisions affecting the individual’s employment; or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Harassment: Harassment is a form of discrimination and includes unwelcome verbal, written, physical, or non-physical conduct that is based on a person’s protected status that has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment or otherwise negatively affects an individual’s employment opportunities or benefits. Harassment is a form of discrimination, and can take many forms.

Protected Status: A personal characteristic including race, color, religion, disability, age, sex (including pregnancy), religion, national or ethnic origin, citizenship, protected veteran status, marital status, sexual orientation, gender identity or expression, genetic information, or any other



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**TITLE: *Non-Discrimination and Anti-Harassment Policy – City Policy #28***

characteristic protected by law. Protected status is sometimes referred to as “protected class” or “protected category.”

#### **4 DISCRIMINATION AND HARASSMENT PROHIBITED**

The City expressly prohibits any form of unlawful harassment or discrimination based on an individual’s protected status. Employees shall not engage in discriminatory or harassing conduct against any person, whether a co-worker, intern, member of the public, vendor or contractor.

The conduct prohibited by this policy, whether verbal, written, physical, or visual, includes any discriminatory employment action and an unwelcome conduct that is inflicted on someone because of that individual’s protected status. Among the types of conduct prohibited by this policy are epithets, slurs, jokes, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status whether that posting is physical or done through social media or other electronic means. The City prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

#### **5 SEXUAL HARASSMENT**

Sexual harassment, as a form of harassment, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written, physical and non-physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a condition of employment;
- Submission to or rejection of such conduct is used as a basis for any employment decisions affecting the person involved; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

This policy prohibits sexual harassment regardless of whether it rises to the level of unlawfulness. Sexual harassment can occur between members of the same sex as well as different genders. Sexual harassment includes preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct.

Examples of sexual harassment forbidden by this policy also includes, but is not limited to: (1) offensive sex-oriented verbal kidding, teasing or jokes; (2) repeated unwanted sexual flirtations, advances or propositions; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual’s appearance or sexual activity; (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters; (6) unwelcome pressure for sexual activity; (7) offensively suggestive or obscene texts, emails, letters, notes or invitations; or (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another’s body.

Last Reviewed: 1/4/2021  
Effective: 4/1/1993  
Revised: 3/6/2014, 12/17/2020  
Primary Approver(s): City  
Manager

City of  
**PORTSMOUTH**  
New Hampshire

The logo for the City of Portsmouth, New Hampshire, is circular. It features a central image of a harbor with a ship and a lighthouse. The text "CITY OF PORTSMOUTH, NEW HAMPSHIRE" is written around the top inner edge of the circle, and "INCORPORATED 1726" is written around the bottom inner edge. The words "SETTLED 1603" are also visible near the bottom.

Page: 3 of 4

**TITLE: *Non-Discrimination and Anti-Harassment Policy – City Policy #28***

## **6 EMPLOYEE AND SUPERVISOR RESPONSIBILITIES**

All employees are responsible for keeping the work environment free of harassment and discrimination. This means encouraging respect and fairness and avoiding the encouragement of actions that could be perceived as discriminatory or harassing. Employees are responsible for reporting incidents of harassment and discrimination as described in Paragraph 7.

Employees in a supervisory role have heightened obligation. If a supervisor observes or receives information regarding an actual or alleged incident of harassment or discrimination, the supervisor shall take immediate action to stop it, whenever possible or appropriate, and is obligated to report the incident using any of the options identified below in Paragraph 7. The supervisor shall take further prompt effective measures to ensure that no further apparent or alleged harassment or discrimination occurs pending completion of any investigation, in consultation with the Human Resources Director and the City Manager as appropriate. For example, it may be appropriate to place an employee against whom a harassment allegation has been made on administrative leave with pay pending the conclusion of the investigation. Any supervisor who is made aware of harassment or discrimination and fails to report it may be subject to disciplinary action, up to and including termination of employment.

Nothing in this Policy prohibits employees from affirmatively speaking with their co-workers about behavior, jokes, comments or other acts that they find uncomfortable or concerning if that employee is comfortable doing so in furtherance of educating their co-workers, but there is no requirement to do so.

## **7 REPORTING PROCEDURES AND INVESTIGATION**

By Employees: Complaints of discrimination or harassment of any type shall be reported immediately to any of the following: a supervisor, the Director of Human Resources or the City Manager. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or engaging in the discriminatory conduct.

By Supervisors: Supervisors who become aware of harassing conduct and/or a complaint of harassment of any type shall report the conduct and/or complaint immediately to the Director of Human Resources or the City Manager.

Any complaint of discrimination, whether reported by an employee or received from a member of the public, vendor or contractor, will be investigated and appropriate action will be taken depending on the nature and severity of any proven incident. Investigations will be conducted as discretely as possible, consistent with the need to conduct a prompt and thorough investigation. Confidentiality cannot be promised.



Last Reviewed: 1/4/2021  
Effective: 4/1/1993  
Revised: 3/6/2014, 12/17/2020  
Primary Approver(s): City  
Manager



Page: 4 of 4

**TITLE: *Non-Discrimination and Anti-Harassment Policy – City Policy #28***

## **8 CORRECTIVE ACTION**

Depending on the outcome of any investigation, the City will take appropriate corrective action to stop the discrimination or harassment and prevent its recurrence. Any employee who is found to have engaged in discrimination or harassment prohibited by the policy will be subject to appropriate disciplinary action, up to and including termination of employment. The City may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law. If the person who engaged in conduct in violation of this policy is not a City employee, the City will take whatever corrective action is reasonable and appropriate under the circumstances.

## **9 RETALIATION PROHIBITED**

Retaliatory treatment of any employee for reporting discrimination, harassment or other prohibited behavior or for cooperating in a harassment investigation is strictly prohibited. All employees who experience or witness any conduct they believe to be retaliatory shall immediately report such conduct according to one of the options defined in Paragraph 7. Retaliation is a form of unlawful discrimination and will be handled in the same manner as other forms of conduct violating this policy.

Last Reviewed: 7/25/2023 Effective: 7/25/2023 Primary Approver(s): City Manager, CIO	City of <b>PORTSMOUTH</b> New Hampshire	Page: 1 of 5
<b>TITLE: <i>Acceptable Use Policy – City Council and Board Members</i></b>		

## ACCEPTABLE USE POLICY – CITY COUNCIL AND BOARD MEMBERS

### 1 PURPOSE

This policy outlines the guidelines for the acceptable use of technology resources and computing systems owned and operated by the City of Portsmouth (“City”). Council and Board members granted access to City resources and systems for completing Council work related activities shall abide by the provisions set forth in this policy.

### 2 PARTIES AND RESOURCES COVERED

This policy applies to all Council and Board members in regard to all technology hardware, O365 and other programs, and municipal devices including phones, laptops, multifunction devices, and storage media. Your municipal e-mail address is an IT Resource as well.

### 3 GENERAL REQUIREMENTS

#### 3.1 USERS MUST:

- a. Agree to use IT Resources in an effective, efficient, ethical, secure, and lawful manner for municipal business purposes; and

#### 3.2 USERS SHALL NOT:

- a. Attempt to access any information, data or programs contained on IT Resources for which User does not have authorization or explicit consent.
- b. Send fraudulent, harassing, or obscene messages and/or materials using IT Resources or store any such material on IT Resources.
- c. Conduct private business activities or political campaigning using IT Resources.
- d. Download, install, or run cybersecurity programs or utilities that reveal weaknesses in the cybersecurity of any IT Resources such as password cracking software or hacking utilities.

#### 3.3 USERS SHALL:

- a. Report any weaknesses in cybersecurity or any incidents of possible misuse or violations of this policy to the CIO.
- b. Take reasonable precautions to secure the City IT resources to guard against unauthorized access.



Last Reviewed: 7/25/2023 Effective: 7/25/2023 Primary Approver(s): City Manager, CIO	City of <b>PORTSMOUTH</b> - New Hampshire	Page: 2 of 3
<b>TITLE: <i>Acceptable Use Policy – City Council Board Members</i></b>		

**4. ADDITIONAL PROHIBITIONS**

- 4.1 Users shall not use IT Resources for illegal purposes or to further illegal activities.
- 4.2 IT Resources shall not be used for any unauthorized access to or use of data, systems, and networks including, but not limited to:
  - a. Probing or attempting to probe, scan, or test for vulnerabilities without the express authorization of the CIO.
  - b. Breaching of a host, network component or authentication measure without the express authorization of the CIO.
  - c. Monitoring of data on any network or systems without the express authorization.
- 4.3 IT Resource shall not be used to:
  - a. Purposefully conduct computer activities that result in damage to, or disruption of, a City network or connected device.
  - b. Forge data with the intent to misrepresent the origination user or source.
  - c. Fake electronic mail headers (including any portion of the IP packet header and/or electronic mail address) or to use any other method to forge, disguise, or conceal the user's identity or IP address (also referred to as 'Spoofing').

**5. INCIDENTAL PERSONAL USE OF CITY RESOURCES AND SYSTEMS**

Occasional and incidental use of IT Resources and systems for personal, non-commercial purposes does not constitute a violation of this policy provided the use is:

- a. At no cost or risk to the City, does not interfere with the City's needs and operation; and
- b. Is otherwise in accord with this policy.

**6. NO EXPECTATION OF PRIVACY**

Users shall have no expectation of privacy in connection with any use of IT Resources including email communications, internet browsing and storage of documents or data on IT Resources. All information including all data files, documents, videos, and photographs on IT Resources are property of the City. As the owner of this information, the City may disclose information on IT Resources to third parties as it determines is in its best interest including without limitation to supervisors and managers, law enforcement, or in response to statutory requests for records.

Last Reviewed: 7/25/2023 Effective: 7/25/2023 Primary Approver(s): City Manager, CIO	City of <b>PORTSMOUTH</b> New Hampshire	Page: 3 of 3

**TITLE:** *Acceptable Use Policy – City Council and Board Members*

**ACCEPTABLE USE ACKNOWLEDGEMENT**

I have read and been informed about the content, requirements, and expectations of the Acceptable Use Policy for all City of Portsmouth Users.

I understand that if I have questions, at any time, regarding the policy, I will consult with the Chief Information Officer.

I understand my responsibilities under this Policy and acknowledge this by signing below.

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

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



# PARKING and TRAFFIC SAFETY COMMITTEE

## ACTION SHEET

8:30 A.M. – December 5<sup>th</sup>, 2024  
City Hall Council Chambers

---

**PRESENT:**     **Members:** Chairman Andrew Bagley, Public Works Director Peter Rice, Deputy Police Chief Mike Maloney, Fire Chief William McQuillen, Stephanie Casella Planning Department, Mark Syracuse, Erica Wygonik,  
**City Staff:** Parking Director Ben Fletcher, Associate Engineer Tyler Reese

ACTION ITEMS FOR CITY COUNCIL
No items for City Council Approval

- **Roll Call**
- **Financial Report:** Voted to accept and place on file Financial Report dated October 31<sup>st</sup>, 2024.
- **Public Comment Session:** There were two speakers: Peter Wissel spoke to traffic safety concerns regarding the 550 and 635 Sagamore Avenue developments, and Tyler Garzo spoke regarding concerns about the New Hampshire Department of Transportation's upcoming project on Route 1
- **State Street, request to eliminate parking space at 487 State Street:** Voted to refer to staff for an evaluation and report back.
- **Junkins Avenue at Pleasant Street, concerns regarding sight distance looking up Pleasant Street:** Voted to refer to staff for an evaluation and report back
- **South Street, report back on request by resident for crosswalk at Rand Court:** Voted to place the item on file.
- **Police monthly accident report:** Informational; no action required.
- **City road construction projects update:** Informational; no action required.
- **Speed feedback sign draft City policy:** Informational; no action required.

Respectfully submitted by: Eric Eby

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

**CITY HALL COUNCIL CHAMBERS**  
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

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

**8:30 AM**

**December 5<sup>th</sup>, 2024**

**AGENDA**

**I. CALL TO ORDER**

Councilor Andrew Bagley called the meeting to order at 8:30 AM.

**II. ATTENDANCE**

Members Present:

Chairman Andrew Bagley  
Public Works Director Peter Rice  
Deputy Police Chief Mike Maloney  
Fire Chief William McQuillen  
Stephanie Casella, Planning Department  
Erica Wygonik  
Mark Syracuse

Members Absent:

Mary Lou McElwain  
Dave Allen (alternate)

City Staff Present:

Parking Director Ben Fletcher  
Associate Engineer Tyler Reece

**III. FINANCIAL REPORT**

[00:04:41] Mark Syracuse moved to accept the financial report dated October 31<sup>st</sup>, 2024, seconded by Public Works Director Peter Rice. The motion passed unanimously.

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

[00:05:06] There were two speakers: Peter Wissel spoke to traffic safety concerns regarding the 550 and 635 Sagamore Avenue developments, and Tyler Garzo spoke regarding concerns about the New Hampshire Department of Transportation's upcoming project on Route 1.

**V. PRESENTATIONS**

There were no presentations.

**VI. NEW BUSINESS**

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



- A. [00:09:45] State Street, request to eliminate parking space at 487 State Street, by resident. Erica Wygonik moved to refer to staff for an evaluation and report back, seconded by Mark Syracuse. The motion passed unanimously.
- B. [00:10:05] Junkins Avenue at Pleasant Street, concerns regarding sight distance looking up Pleasant Street, by resident. Erica Wygonik moved to refer to staff for an evaluation and report back, seconded by Mark Syracuse. The motion passed unanimously.

**VII. OLD BUSINESS**

- A. [00:10:52] South Street, report back on request by resident for crosswalk at Rand Court. There was discussion on appropriate routes to school, and what role the City should have when student's chosen routes to school cross private property. Fire Chief Bill McQuillen moved to place the item on file, seconded by Public Works Director Peter Rice. The motion passed unanimously.

**VIII. INFORMATIONAL**

- A. [00:22:58] Police monthly accident report
- B. [00:24:01] City road construction projects update
- C. [00:25:13] Speed feedback sign draft City policy. Erica Wygonik provided feedback that the Department of Public Works should have discretion over sign placement and can override these proposed guidelines if deemed to be appropriate. Public Works Director Peter Rice indicated that a revised policy would come back to the committee for approval at a coming meeting.

**IX. MISCELLANEOUS**

[00:34:12] Public Works Director Peter Rice spoke to winter trash collection, and that if a significant snow event is forecasted, the City will forgo trash collection for that day for the remainder of the week to prioritize worker safety and snow removal operations.

**X. ADJOURNMENT**

Chairman Bagley adjourned the meeting at 9:08 AM.

Respectfully submitted,  
Tyler Reese  
Associate Engineer, 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:	12.4.2024
Department/ Contact Person:	Portsmouth Fire Department Fire Chief William McQuillen
Donation Amount:	\$1,000.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

<b>Yes. Portsmouth Fire Department</b>
--

Is there a particular purpose intended with this donation:

<b>No. At Department Discretion</b>
-------------------------------------

Other Information/Special Conditions:

--

## Donor Information

First & Last Name:	Paul Gormley & Kimi Iguchi
Business Name:	
Address*:	56 Salter Street Portsmouth NH 03801
Phone*:	
Email*:	

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*



# 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:	12/17/24
Department/ Contact Person:	Senior Activity Center, Nicole Finitsis
Donation Amount:	\$10,000

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Account - <b>13-786-339-00-100-002-061002.</b>  Senior Activity Center Luncheon Fund 13
---

Is there a particular purpose intended with this donation:

<b>This is a grant awarded to the Senior Activity Center by the Foundation for Seacoast Health for the 2024 Fall Responsive Grant at the Portsmouth Senior Activity Center (see attached letter from the Foundation.)</b>
---

Other Information/Special Conditions:

<b>To be used for programming at the center inclusive of both our arts programs and caregiver support via mindfulness and Alzheimers facilitation.</b>
--

## Donor Information

First & Last Name:	Blair Demers, CEO
Business Name:	Foundation For Seacoast Health
Address*:	PO Box 670, Portsmouth, NH 03802
Phone*:	603-422-8200
Email*:	<a href="mailto:jmacmurdo@ffsh.org">jmacmurdo@ffsh.org</a> – Jenny MacMurdo, Grant Operations



---

December 9, 2024

Portsmouth Senior Activity Center  
Attn: Nicole Finitsis  
125 Cottage Street  
Portsmouth, NH 03801

Re: FALL RESPONSIVE GRANT

Dear Nicole,

Congratulations! The Board of Trustees of the Foundation for Seacoast Health is pleased to inform you that a grant has been approved and processed for your organization. We believe in your mission and are thrilled to assist you in achieving your goals!

Enclosed please find a check in the amount of Ten Thousand Dollars (\$10,000.00) representing the disbursement for 2024 Foundation for Seacoast Health Fall Responsive Grant for Grantee—Portsmouth Senior Activity Center. Please note the following reporting schedule:

Final Report Due:  
November 10, 2025

If I can be of further assistance, please do not hesitate to reach out.

Sincerely,

A handwritten signature in black ink that reads "Blair Demers".

Blair Demers

CEO, Foundation for Seacoast Health



## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	750424	<b>PW#</b>	15	<b>Project Type</b>	Work Completed / Fully Documented
<b>Project Category</b>	B - Emergency Protective Measures		<b>Applicant</b>	Portsmouth, City of (015-00BA4-00)	
<b>Project Title</b>	City-wide Emergency Protective Measures		<b>Event</b>	4771DR-NH (4771DR)	
<b>Project Size</b>	Small		<b>Declaration Date</b>	4/19/2024	
<b>Activity Completion Date</b>	10/19/2024		<b>Incident Start Date</b>	1/09/2024	
<b>Process Step</b>	Obligated		<b>Incident End Date</b>	1/14/2024	

### Damage Description and Dimensions

The Disaster # 4771DR, which occurred between *01/09/2024* and *01/14/2024*, caused:

#### Damage # 1380581; Emergency Protective Measures (Damage for Project [750424] City-wide Emergency Protective Measures)

During the incident period of 1/9/2024 through 1/14/2024, a(n) Severe Storm(s) created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Emergency Protective Measures for severe storm, to protect from the immediate threat to the lives, health and safety of the general public and/or lessen the immediate threats of significant additional damages to improved property at Jurisdiction-wide from 1/12/2024 to 1/20/2024.

### Final Scope

#### 1380581 Damage for Project [750424] City-wide Emergency Protective Measures

Cost share for this version is 75%. All Work and costs in this project version fall between 01/12/2024 to 01/20/2024.

#### Work Completed

The applicant utilized force account labor, equipment, material and contract for the Emergency Protective Measures.

Portsmouth, City of

A. Provide personnel for temporary work to coordinate the blocking of flooded roads, where barricades were required to prevent vehicles from driving on submerged streets. Sandbagging was conducted to support the pump, and maintenance services were performed to remove salt water from the public pool.

- Force account Equipment: 7 EA 58 hours \$1,780.06
- Material \$371.72
- Force Account Labor OT 11 laborer(s) 85 hours \$5,551.70
- Contract \$2,000.00

**Work Completed Total Cost: \$9,703.48**

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.



## Cost

Code	Quantity	Unit	Total Cost	Section
9009 (Material)	1.00	Lump Sum	\$371.72	Completed
9008 (Equipment)	1.00	Lump Sum	\$1,780.06	Completed
9001 (Contract)	1.00	Lump Sum	\$2,000.00	Completed
9007 (Labor (OT))	1.00	Lump Sum	\$5,551.70	Completed

CRC Gross Cost \$9,703.48

Total Insurance Reductions \$0.00

---

CRC Net Cost \$9,703.48

Federal Share (75.00%) \$7,277.61

Non-Federal Share (25.00%) \$2,425.87

# Award Information

## Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
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## Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

## Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	12/4/2024	\$7,277.61	75%	Accepted	4771DRNHP00000151



## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

11/20/2024.

No adjustments to be made to the previous insurance coverage determination, no revisions to narrative needed, updated applicant tracker if needed, providing administrative function and forwarding project for completion.

Jorge Parrilla, PA Insurance Specialist

CRC Atlantic, Guaynabo, PR

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10/18/2024

Does the Applicant have a Commercial Policy: Has not been provided.

Property insurance coverage for the Emergency Protective Measures represented on this project are not insured or insurable. No insurance relief is anticipated.

FEMA requires the applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. The applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be required for this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

No insurance narrative will be produced or uploaded into documents or attachments.

Jorge Parrilla, PA Insurance Specialist

CRC Atlantic, Guaynabo, PR

## O&M Requirements

There are no Obtain and Maintain Requirements on **City-wide Emergency Protective Measures**.

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

### EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

### EHP Additional Info



There is no additional environmental historical preservation on **City-wide Emergency Protective Measures**.

## Final Reviews

### Final Review

**Reviewed By** CONIGO, ELEANOR M.

**Reviewed On** 11/26/2024 9:25 AM EST

#### Review Comments

Reviewed and approved

### Recipient Review

**Reviewed By** Duggins, Danielle R.

**Reviewed On** 11/27/2024 5:30 PM EST

#### Review Comments

Reviewed by DRD.

## Project Signatures

**Signed By** McQuillen , William

**Signed On** 12/02/2024



# State of New Hampshire

## DEPARTMENT OF SAFETY Division of Homeland Security and Emergency Management

[www.nh.gov/hsem](http://www.nh.gov/hsem)



Commissioner Robert L. Quinn | Director Robert M. Buxton | Assistant Director Megan A. Hoskins

December 20, 2024

City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

**RE: FEMA Public Assistance Grant Program Award Notification**

Dear City of Portsmouth,

The New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is pleased to provide a notification of award from the Federal Emergency Management Agency (FEMA) Public Assistance Grant Program (Assistance Listing Number and Title 97.036 Disaster Grants – Public Assistance [Presidentially Declared Disasters]). The City of Portsmouth has a project under the below referenced disaster that has been obligated. Additional details have been provided below in reference to your award:

Federal Award Information			
Disaster:	DR 4771 – January 9-14, 2024: Severe Storm and Flooding- Grafton and Rockingham Counties		
Federal Award Date:	12/4/2024		
Federal Award Identification Number (FAIN):	4771DRNHPO0000151		
Federal Awarding Agency:	Federal Emergency Management Agency (FEMA)		
Subaward Information			
Unique Equity Identifier (UEI):	XTL2C874AZN7		
Project Title:	City-wide Emergency Protective Measures		
Category of Work:	B - Emergency Protective Measures		
Federal Award Type:	Small Project		
Period of Performance (POP):	4/19/2024 - 10/19/2024	Budget Period:	1/9/2024 - 8/15/2026
Federal Share:	\$7,277.61	Non-Federal Share:	\$2,425.87
Total Award:	\$9,703.48		
Eligible for Payment:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
FFATA Required:	No		

In accordance with 2 CFR 200.332(a)(1)(xiv) there are no indirect costs associated with this project. Per 2 CFR 200.332(a)(1)(xii) this project **is not** a Research and Development Project (R&D).

Included in this correspondence are the following documents for your files:

- **Award Notification Fact Sheet**
- **Award Summary Sheet**
- **Project Report**
  - **PW 15 – Grants Portal Project 750424**

In accordance with 2 CFR 200, the State of New Hampshire must complete a risk assessment to determine the level of monitoring required for all entities that receive federal funds. Currently, the City of Portsmouth is considered a Low Risk Subrecipient. Risk is based on previous performance in the Public Assistance Grant Program, results of previous audits, staff turnover, project complexity, and cost within the current disaster.

Upon acceptance of this award, the City of Portsmouth agrees to permit the State of New Hampshire, the pass-through entity, and any auditors access to their records and financial statements, as necessary, within the audit period.

If there are any questions about this letter or required forms, please contact the Mitigation and Recovery Section at (603) 271-2231 or [NHPA@dos.nh.gov](mailto:NHPA@dos.nh.gov).

Sincerely,



Robert M. Buxton  
Director, HSEM





New Hampshire Department of Safety  
**Division of Homeland Security & Emergency Management**

**Public Assistance – CFDA #97.036**

**Award Summary Sheet**

Subrecipient Summary			
Disaster	FEMA-4771-DR-NH	Funding Code	12320000-500574
Subrecipient	City of Portsmouth	Activity Code	23DR4771PA
Vendor Code	177463-B001	Total Payment	\$7,277.61

EMMIE PW #15 v0   Grants Portal Project 750424			
Type of Work	Emergency	Work Category	B - Emergency Protective Measures
% Cost Share*	75%	CRC Net Cost	\$9,703.48
Invoice Number	4771PA2025P015	Federal Share	\$7,277.61
Type of Project	Small	Period of Performance (POP)**	4/19/2024 - 10/19/2024

*\*\*The POP start date is based on the incident start date, not the declaration date. The end date reported above aligns with the most recent bulk POP update from FEMA and may be before the work was completed. No action is required and an extension request is not necessary at this time. In the event that this circumstance changes, the PA staff at HSEM will contact the Subrecipient.*

## Award Summary Sheet

The information below is listed as a requirement of 2 C.F.R. § 200.332. The remaining information required by this law is located within the award cover letter and/or tables shown above.

- 2 C.F.R. § 200.332(a)(1)(iii) – Federal Award Identification Number (FAIN): 4771DRNHP00000001
- 2 C.F.R. § 200.332(a)(1)(xiii) – R&D Grant: This award is not a research and development grant.
- 2 C.F.R. § 200.332(a)(1)(xiv) – Indirect Costs: N/A
- 2 C.F.R. § 200.332(a)(6) – Terms and Conditions of Subaward Closeout:
  - Project Certification and Completion (PCCR) Report: This [online report](#) is completed through the HSEM Resource Center for each project and confirms that the work is completed and all Federal dollars associated with the grant award have been spent on eligible items. A link to the report is included in your Public Assistance Award email.
  - Federal Funding Accountability and Transparency Act (FFATA) Form: This [online form](#) is completed through the HSEM Resource Center for each project that has a total Federal share of \$30,000 or more. A link to the form is included in your Public Assistance Award email, if applicable.
  - Quarterly Progress Report (QPR): This [online report](#) is required quarterly for all large and Category Z projects and provides a status update on the project(s). Subrecipients who are required to complete this report will be notified each quarter that it is due.
  - Quarterly Subrecipient Monitoring Reports: This [online report](#) is required quarterly for any Subrecipient that is considered to be medium or high risk in the Public Assistance Program. A Subrecipient's risk is based on previous performance in the Public Assistance grant, results of previous audits, staff turnover, and project complexity and cost within the current disaster. Subrecipients who are required to complete this report will be notified each quarter that it is due.
  - Reimbursement Requests: Any Subrecipient who has a large project with work left to be completed and/or a Category Z project must submit a reimbursement request to receive Federal funds after the project is obligated. A link to this [online form](#) will be provided as needed.
  - Record Retention: All Subrecipient's are required to maintain any and all documentation related to the project(s) completed using FEMA funds for a period of three years from the date of disaster closeout. Record retention dates will be provided by the State of New Hampshire as disasters are formally closed.
  - Reporting: Per 2 C.F.R. 200.344(f) and 200.330, Subrecipients are required to report any real or personal property purchased using federal grant dollars on an annual basis for a period of three years, after which reporting will be required every five years.