

**New Hampshire**  
Department of Agriculture,  
Markets & Food

0 APR21 '23 PM 3:35 RCU

JS

0 APR21 '23 PM 3:35 RCU Shawn N. Jasper, Commissioner

59

March 15, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with City of Portsmouth, Portsmouth, NH, Vendor Code 177463, in the amount of \$20,000.00 for the *Wetland Delineation Update for Portsmouth, NH* in the City of Portsmouth, Rockingham County, NH, effective upon Governor and Council approval for the period of July 1, 2023 through April 30, 2025. 100% Other Funds.

Funding is anticipated to be available in Fiscal Years 2024 and 2025 in account, Soil Conservation, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

**02-18-18-184500-28600000 SOIL CONSERVATION**

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2024</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$19,800.00	\$200.00	\$20,000.00

**EXPLANATION**

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to City of Portsmouth to perform certain tasks as enumerated in Exhibit B for the purposes of developing updates to the City's wetland inventory and map, to provide planning and conservation guidance. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn N. Jasper  
Commissioner

**GRANT AGREEMENT**

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

**1. Identification and Definitions:**

<b>1.1. State Agency Name</b> State Conservation Committee		<b>1.2. State Agency Address</b> P.O. Box 2042 Concord, NH 03302	
<b>1.3. Grantee Name</b> City of Portsmouth		<b>1.4. Grantee Address</b> 1 Junkins Ave. Portsmouth, NH 03801	
<b>1.5. Grantee Phone #</b> 603-610-7215	<b>1.6. Account Number</b>	<b>1.7. Completion Date</b> 4/30/2025	<b>1.8. Grant Limitation</b> \$ 20,000.00
<b>1.9. Grant Officer for State Agency</b> Deirdre Brickner-Wood		<b>1.10. State Agency Telephone Number</b> (603) 271-3551	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Karen Conard, City Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Shawn N. Jasper, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>Christopher G. Aslin</i> Senior Assistant Attorney General, On: 4/21/2023			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: _____ On: ____/____/____			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS country prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 90:7 through 7:6.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.1 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-B.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payments until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:

- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. **CONFLICT OF INTEREST.** No officer, member of, employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

**Exhibit A  
Special Provisions**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B  
Scope of Services**

The City of Portsmouth shall perform the following tasks as described below and detailed in the proposal titled *Wetland Delineation Update for Portsmouth, NH* in the City of Portsmouth, Rockingham County, NH, dated September 9, 2022:

Task 1. Complete contracting selection process for wetland delineation services, and complete an update of the City of Portsmouth, NH wetlands. Provide documentation of costs and demonstration of task completion.

Task 2. Provide the following for project outreach and close-out:

- a. Demonstrate the completed digitize delineation into GIS shapefile format (Other Funds).
- b. Implement outreach and public awareness program to the Conservation Commission, abutter notices, and Community-wide information. Provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report and associated documents, as provided and instructed by the NH State Conservation Committee.

**Subcontract Provision**

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

**Exhibit C  
Contract Price and Method of Payment**

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1.8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made.

Grantee Initials

1656

Date

4/17/23

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$19,800.00
Upon Completion and SCC approval of Task 2	\$ 200.00
Total	\$20,000.00

Changes to the Scope of Services require NH State Conservation Committee approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials: KSC  
(Date: 4/12/23)

CERTIFICATE of AUTHORITY

I, SUSAN MORRELL (Certifying Officer Name), CITY ATTORNEY  
(Certifying Officer Title) of the CITY OF PORTSMOUTH (Grantee Name)  
do hereby certify that:

1. I am the duly elected CITY ATTORNEY (Certifying Officer Title);
2. At the meeting held on this date, 2-6-2023, the CITY OF PORTSMOUTH (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and to enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
2. The \_\_\_\_\_ (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
3. The CITY OF PORTSMOUTH (Grantee Name) further authorized the CITY MANAGER (Officer Title) to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof, and
5. The following person has been appointed to and now occupies the office indicated in (3) above:

KAREN CONARD  
Print (Officer Name)  
CITY MANAGER  
Print (Officer Title)

6. I have hereunto set my hand as the

Susan Morrell  
Sign (Certifying Officer Name)  
2/13/23  
Date Signed

SUSAN MORRELL  
Print (Certifying Officer Name)  
CITY ATTORNEY  
Print (Certifying Officer Title)

TO: KAREN CONARD, CITY MANAGER

FROM: KELLI L. BARNABY, CITY CLERK

RE: ACTIONS TAKEN AT THE PORTSMOUTH CITY COUNCIL MEETING HELD IN THE EILEEN DONDERO FOLEY COUNCIL CHAMBERS ON MONDAY, FEBRUARY 6, 2023

PRESENT: MAYOR McEACHERN, ASSISTANT MAYOR KELLEY, COUNCILORS TABOR, DENTON, MOREAU, BAGLEY, LOMBARDI, BLALOCK AND COOK

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1. On a unanimous voice vote 9-0, voted to close the Non-Public Sessions and seal the minutes.
2. Proclamation – Black History Month – Mayor McEachern read the Proclamation declaring February as Black History Month.
3. Acceptance of Minutes – October 24, 2022; November 1, 2022 and November 14, 2022 – Voted to accept and approve the minutes of the October 24, 2022; November 1, 2022 and November 14, 2022 City Council meetings.
4. Recognitions and Volunteer Committee Reports (Not on Agenda) – Mayor McEachern and the City Council recognized Department of Public Works staff; Public Works Director Rice; Firefighters; and Police Officers for responding and repairing the water main breaks on Green Street and Vaughan Street, directly affecting the AC Hotel during the extreme cold snap on February 4<sup>th</sup>.

Mayor McEachern and the City Council recognized the Fire Department responded to a fire alarm on February 5<sup>th</sup> at the Motel 6 on Gosling Road and found a water pipe break which left the entire property without heat, domestic water, and automatic sprinkler coverage. The City team of Firefighters, Fire Chief McQuillen, Police Officers and Welfare Director Ellen Tully successfully relocated a total of 100 people, 21 cats, 17 dogs, and 5 birds to other area hotels.
5. Public Comment Session – There were 21 speakers: Roy Hiesel (City of Portsmouth); Paige Trace (Wish you would listen); Erik Anderson (Portsmouth); Sloan Muske; Fande Ibrahim, Madison Whitaker, Nora Pike, Marina Bonilla (speaking as a group = Sherburne School Field); Genevieve Becksted Muske, Ruben Izaguire, Megan Corsetti, Shawn Muske, Peter Jones, Peter Officer, Sue Doyle, Kate Fish (Sherburne School); Sue Polidura (Information); Rick Becksted (A Simple Request); Susan Sterry (CLG Certification); Petra Huda (Various, Budget, CIP, Outdoor Dining); Liza Hewitt (Resident Engagement); Dave Cosgrove (Sherburne Field); Esther Kennedy (Civic Rights); Jacqueline Cali-Pitts- via zoom (Various topics); and Hersey Hirschkop (PRIDE).
6. Voted to suspend the rules to bring forward Item XIV. 5. = Report Back on the Neighborhood Meeting at Sherburne School.
7. Report Back on the Neighborhood Meeting at Sherburne School = Voted to refer to the Land Use Committee for a report back to the City Council on possible building locations for affordable housing and a list of pros and cons. Further the meeting would be hosted in the Chambers.
8. Public Hearing – Capital Improvement Plan (CIP) FY 2024-2029 – Voted to keep the CIP Public Hearing open until the next City Council meeting.

9. Public Hearing/Second Reading of Ordinance amending Chapter 1, Article XVII, Section 1.1705 – Public Art Funds – Held a Public Hearing. Voted to amend Section 1.1705(A) to add after “unless the City Council votes otherwise” the following additional language “to redirect the funds for other public art purposes” and pass second reading as amended.

Voted to suspend the rules in order to bring forward third and final reading. Voted to pass third and final reading of the Ordinance.

10. Approval of Amendment to Memorandum of Understanding for Professional Services Between Coalition Communities 2.0 and an Update from the CC2 Joint Board – Voted to authorize the City Manager to negotiate and execute the amended MOU with the Coalition Communities 2.0 on behalf of the City in a form similar to the attachment in the City Council packet of February 6, 2022.

11. Request for Public Hearing Regarding Elderly & Disabled Exemptions – Voted to schedule a Public Hearing regarding these options at the February 21, 2023 City Council meeting.

12. Request for Public Hearing Regarding All Veterans and Optional Veterans Tax Credit Re-Adoption and Increase from \$500.00 to \$750.00 – Voted to schedule a Public Hearing regarding these options at the February 21, 2023 City Council meeting.

13. Consent Agenda – Voted to adopt the Consent Agenda.

- A. Request from Diana Tranique, TresDiana, to install a Projecting Sign at 55 Congress Street (*Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request*)

*Planning Director's Stipulations:*

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

- B. Letter from Cullen Madden, Millennium Running, requesting permission to hold the Eastern States 20 Miler & Half Marathon on Sunday, March 26, 2023 (*Anticipated action – move to refer to the City Manager with Authority to Act*)

- C. Letter from Lindsay Gilbert, Cystic Fibrosis Foundation, requesting permission to hold the CF Cycle for Life on Saturday, July 15, 2023 (*Anticipated action – move to refer to the City Manager with Authority to Act*)

- D. Letter from Rich Clyborne, Gundalow Company, requesting permission to hold the Round Island Regatta at the Robert P. Sullivan Boat Ramp area at Peirce Island on Saturday, August 19, 2023 from 1:00 p.m. to 5:00 p.m. (*Anticipated action – move to refer to the City Manager with Authority to Act*)

- E. Letter from Nik Uhlir, Portsmouth Little League, Inc., requesting permission to affix signage in the form of banners at the Plains and Hislop fields during the 2023 baseball season. Further, requesting permission to maintain signage to the rear of the Plains scoreboard *(Anticipated action – move to refer to the City Manager with Authority to Act)*
- F. Letter from Hershey Hirschkop, Seacoast Outright, requesting permission to annual Portsmouth PRIDE Celebration on Saturday, June 24, 2023 *(Anticipated action – move to refer to the City Manager with Authority to Act)*
14. Email Correspondence – Voted to accept and place on file.
15. Letter from Perry Silverstein regarding equitable cost for outdoor dining – Voted to accept and place on file.
16. Ethics Committee Drawing by Lot – Councilor Denton was drawn by Lot to serve on the Ethics Committee.
17. Appointments to be Considered to the Public Arts Review Blue Ribbon Committee – The City Council considered the appointments as listed below which will be acted upon at the next City Council meeting.
- Paul Burke
  - M. Christine Dwyer
  - Ellen Fineberg
  - Beth Hartnett
  - Jen Meister
  - Alyssa Murphy
  - Nancy Pearson
  - A. Robert Thoresen
  - Robert White
  - Mara Witzling
18. Appointments to be Voted – Voted to appoint Anna Howard as an Alternate to the Economic Development Commission filling the unexpired term of Anne Weidman until October 1, 2025 and Anne Hayes to the COVID Response Task Force Blue Ribbon Committee.
19. Acceptance of Resignations – Voted to accept with regret the resignations of Tania Marino from the COVID Response Task Force and Franco DiRienzo as an Alternate from the Planning Board and to send a letter of thanks for their service to the City.
20. Statewide Public Transportation Coalition Resolution (Not on Agenda) – Voted to adopt the Resolution as presented.
21. EDC Update – Assistant Mayor Kelley reported that the Economic Development Commission recently completed a Retreat, where they reset their goals. The EDC also has received the results of the Business Retention Survey they conducted and a presentation will be coming forth at a future City Council meeting on the results of the survey.

22. 4.5% increase in total budgeted expenditures as a guideline for FY24 budgeting process – Voted to adopt a figure of 4.5% increase in total operating expenditures as guidance for the FY24 budget, excluding IT ramp up costs.

23. Outdoor Dining Policy Updates for Sidewalk Dining – Moved to adopt the changes in your agenda packet to the newly adopted Outdoor Dining Policy.

On a roll call vote 5-4, motion to suspend the rules to reconsider the Outdoor Dining previous vote of the City Council **failed** to pass. Assistant Mayor Kelley, Councilors Tabor, Moreau, Blalock and Mayor McEachern voted in favor. Councilors Denton, Bagley, Lombardi and Cook voted opposed. *6 votes required for reconsideration.*

On a roll call vote 3-6, motion to adopt the changes in your agenda packet to the newly adopted Outdoor Dining Policy **failed** to pass. Councilors Denton, Bagley and Cook voted in favor. Assistant Mayor Kelley, Councilors Tabor, Moreau, Lombardi, Blalock and Mayor McEachern voted opposed.

24. 2023-2024 Grant to Grant - \$2,000,000 – Voted to accept the New Hampshire State Conservation Committee funds and authorize the City Manager to enter into a contract with the New Hampshire State Conservation Committee Department of Agriculture, Markets and Foods

25. Application for Membership As A Certified Local Government – Voted to support the City submitting the application to the CLG Program administered by the Division of Historic Resources.

26. City Manager's Informational Items - McIntyre Update – City Manager Conard reported city staff and the developer had its check-in with the General Services Administration and the National Park Service on January 31<sup>st</sup> and that check-in went smoothly. She said we explained where we were in the process via milestones that we set forth in the project. She stated we have preliminary information from our construction cost estimator and financial consultant relative to understanding the project pro-forma. She said we have another check-in with the General Services Administration scheduled for February 28<sup>th</sup>. City Manager Conard said alongside advancing and getting a better understanding of those numbers, is what's to be negotiated relative to legal documents namely, the Development Agreement, the Contribution Agreement and the Ground Lease.

27. Miscellaneous Business Including Business Remaining Unfinished at Previous Meeting – Citywide Neighborhood Committee Meeting – December 14, 2022 Minutes – Voted to accept the minutes.

Councilor Tabor congratulated Elaine Apatang and Peter Somssich for being elected as the new Co-Chairs of the Citywide Neighborhood Committee.

28. Adjournment – At 10:25 p.m., voted to adjourn.

Submitted by:

Kelli L. Barnaby, MMC/CNHMC  
City Clerk



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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 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 is entitled to the categories of coverage set forth below. In addition, Primex 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, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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. 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.

<b>Participating Member:</b> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		<b>Member Number:</b> 275	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Line - (M) Statutory Limit	May Apply If Not
		7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire, Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any:auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2022	7/1/2023	X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	<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>	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Mary Beth Parent</i>
			Date: 2/28/2023    mpurcell@nhprimex.org
			Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax