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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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NOV 12 2025

October 14, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the New Hampshire Department of Justice (DOJ) to enter into a **retroactive** subgrant with the Portsmouth Police Department, Portsmouth, NH (Vendor # 159594 B001), in an amount not to exceed \$1,300,000, for the purpose of enhancing and sustaining the New Hampshire Internet Crimes Against Children (ICAC) Task Force effective upon Governor and Executive Council approval for the period of October 1, 2025 through June 30, 2027. 100% General Funds.

Funding is available as follows:

02-20-20-201510-2601	<u>FY 2026</u>
<u>Attorney General</u>	
073-500580, Grants, Non-federal	\$1,300,000

EXPLANATION

This item is **retroactive** to October 1, 2025, due to an error made on an agenda for the Portsmouth City Council. On August 20, 2025, the Portsmouth City Council meeting agenda listed the incorrect grant award amount, which was also reflected in the minutes. To correct this error, the Council needed to approve the correct award amount at a subsequent meeting held on September 24, 2025. The requirement for amended meeting minutes caused the Internet Crimes Against Children (ICAC) grant contract process not to be completed in time for Governor and Executive Council approval prior to October 1, 2025.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
October 14, 2025
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The Department of Justice has been authorized, through RSA 21-M:17, to award this subgrant to the New Hampshire Internet Crimes Against Children (ICAC) Task Force in order to increase efforts in conducting proactive investigations to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain and to increase community outreach to help citizens detect and prevent further internet crimes against children.

This subgrant to New Hampshire ICAC will also provide programmatic assistance to affiliates who designate their personnel in these efforts, maintain forensic capacity, provide training for personnel, and other activities that enhance the effectiveness of the New Hampshire ICAC Task Force.

NH DOJ has determined that the vendor has secured the required levels of insurance and has provided evidence of authority to execute and be bound by the contract. The documents supporting these assertions are available at NH DOJ, for review upon request.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



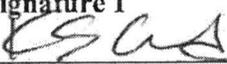
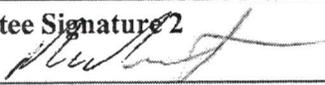
John M. Formella
Attorney General

#5250091

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Portsmouth Police Department		1.4. Grantee Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5. Grantee Phone # (603) 610-7457	1.6. Account Number 02-20-20-201510-2601- 073-500580	1.7. Completion Date 06/30/2027	1.8. Grant Limitation \$1,300,000
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-3658	
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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 KAREN CONARD - City Manager	
Grantee Signature 2 		Name & Title of Grantee Signor 2 MARK Newport - Chief of Police	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Thomas D. Kaempfer		1.14. Name & Title of State Agency Signor(s) Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Christen Lavers</i> Assistant Attorney General, On: / / 9/26/25			
1.16. Approval by Governor and Council (if applicable) 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 entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. 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.
11. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
12. EVENT OF DEFAULT: REMEDIES.
 - 12.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 12.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 12.1.2 Failure to submit any report required hereunder; or
 - 12.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 12.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 12.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 12.2.1 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
 - 12.2.2 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
 - 12.2.3 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
 - 12.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
13. TERMINATION.
 - 13.1. 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.
 - 13.2. 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.
 - 13.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - 13.4. 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 supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

- SPECIAL PROVISIONS -

The Portsmouth Police Department as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for

EXHIBIT A

- SPECIAL PROVISIONS -

Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

EXHIBIT B

- SCOPE OF SERVICES -

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for activities surrounding the Internet Crimes Against Children (ICAC) program.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
Kathryn Fisher
NH Department of Justice
Grants Management Unit
1 Granite Place South
Concord, NH 03301
(603) 271-1261
Kathryn.E.Fisher@doj.nh.gov.

EXHIBIT C

- PAYMENT TERMS -

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$1,300,000 of the total Grant Limitation as set forth from Governor and Council approval for the duration 10/01/2025, whichever is later, to 06/30/2027, with approved expenditure reports. This shall be contingent on continued state funding and program performance.
 - 3b. The Subrecipient shall be awarded an amount not to exceed \$650,000 of the total amount Grant Limitation from Governor and Council approval for 10/01/2025 to 06/30/2026, with approved expenditure reports. This shall be contingent upon continued state funding and program performance.
 - 3c. The Subrecipient shall be awarded an amount not to exceed \$650,000 of the total amount Grant Limitation from Governor and Council approval for 07/01/2026 to 06/30/2027, with approved expenditure reports. This shall be contingent upon continued state funding and program performance.
 - 3d. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the state grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor NHDOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2027 unless a grant extension is approved in writing by NHDOJ.

EXHIBIT D

- NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The City of Portsmouth Police Department [Subrecipient] certifies that any funds awarded through **grant number** 2026IC01, 2027IC01 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The City of Portsmouth Police Department [Subrecipient] understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

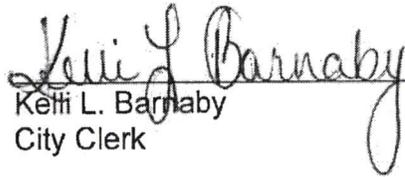
Printed Name and Title of Authorized Signor: KAREN CONARD - City Manager
Signature: 

CERTIFICATE OF AUTHORITY

I, Kelli L. Barnaby, City Clerk for the City of Portsmouth, do hereby certify that:

Upon the City Council's vote to accept any grant, the City Manager is authorized to enter into grant agreements with local, state and federal agencies. His/Her authority is found in the Revised Charter of the City of Portsmouth, Articles 1 and 5,

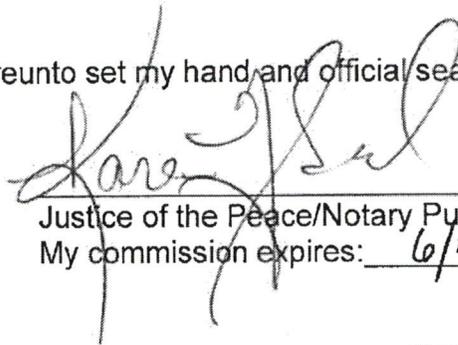
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Portsmouth, New Hampshire this 12 day of September, 2025.


Kelli L. Barnaby
City Clerk

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

On this 12 day of September, 2025, before me, the undersigned officer, personally appeared Kelli L. Barnaby, who acknowledged herself to be the City Clerk of the City of Portsmouth, New Hampshire and that she, as City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Justice of the Peace/Notary Public
My commission expires: 6/4/2030

KAREN A. SENECAL
Justice of the Peace - New Hampshire
My Commission Expires June 4, 2030

City Manager On Date Certificate Signed: **Karen Conard**

Certificate of Authority valid for 30-days.

PORTSMOUTH POLICE COMMISSION

MEMORANDUM

DATE: AUGUST 20, 2025
TO: KAREN CONARD, CITY MANAGER
FROM: KATE COYLE, PORTSMOUTH POLICE COMMISSION CHAIR
MARK D. NEWPORT, CHIEF OF POLICE
RE: GRANT

On behalf of Chair Kate Coyle~

At the August 19th, 2025, Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant:

- a. **An ICAC Forensic Shield grant in the amount of \$1,300,000 from the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force.**

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their September 8, 2025, meeting. We respectfully request this item be placed on the City Council meeting agenda for the regular City Council meeting.

Respectfully submitted,



Jacqueline D. Burnett
Office of the Chief

copies: PPD Business Office



CITY OF PORTSMOUTH

Office of the City Clerk
Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
klbarnaby@portsmouthnh.gov
(603) 610-7207

Kelli L. Barnaby
City Clerk

Date: September 25, 2025

To: Karen Senecal, Business Operations Manager

From: Kelli L. Barnaby, City Clerk

Re: ICAC Forensic Shield Grant

The City Council acting in regular session on Wednesday, September 24, 2025, voted to approve and accept the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force Grant in the amount of \$1,300,000.00.

If you should have any questions or require additional documentation, please contact the office.

A True Copy,

Attest:

Date: September 25, 2025

TO: KAREN S. 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, SEPTEMBER 8, 2025
PRESENT: MAYOR McEACHERN, ASSISTANT MAYOR KELLEY, COUNCILORS TABOR, COOK, DENTON, BLALOCK, BAGLEY, MOREAU, AND LOMBARDI

1. **Voted** to close the Non-Public Session and seal the minutes.
2. Proclamation – FTD Awareness Week in Portsmouth – Mayor McEachern read the Proclamation declaring the week of September 21st through September 28th as FTD Awareness Week in Portsmouth and called upon the community to learn more about FTD at TheAFTD.org and to support the advocacy of the Association for Frontotemporal Degeneration who seek to change the course of a disease that is largely misunderstood, misdiagnosed, and underfunded.
3. Proclamation – Suicide Prevention Awareness Month – Mayor McEachern read the Proclamation declaring September as Suicide Prevention Awareness Month and reminded all members of the community that there are steps, we all must take in looking out for our loved ones, the people in our community, and those who have been impacted by this leading cause of death.
4. Acceptance of Minutes – July 14, 2025 – **Voted** to approve and accept the minutes of the July 14, 2025, City Council meeting.
5. Public Art Review Committee (PARC) Recommendation – Chris Dwyer, Chair of PARC, presented a piece of original artwork given in honor of Vernis Jackson. The piece is an acrylic painting of Toni Morrison, a special favorite of Vernis. The artwork is on canvas and has been tinted by repeated baths of elixir and intended to be unframed. She said the effect provides a parchment-like quality to the background and was created by artist Romeo Mivekannin. She said that the portrait is painted over excerpts from the classic 1903 W.E.B. DuBois book *The Souls of Black Folk*. She also advised the City Council that the Fairy House Sculpture will be on display at Strawberry Banke. In addition, donations are being accepted for the Nebi Sculpture for Bohenko Park.

Voted to refer to the School Board for placement of artwork at the Portsmouth Middle School for report back to City Council.
6. Public Comment Session – There were 14 speakers: Irene Bartholomew (Resurfacing of Gates Street); Sarah Cornell, Kline Dickens – N. Hampton (ICE); Nancy Clayburgh, School Board Chair; Esther Kennedy, Buzz Scherr, Police Commissioner; Petra Huda, Kate Coyle, Police Commissioner Chair; Kerry Nolte, School Board member; Zach McLaughlin, Superintendent; Brian French, School Board Vice Chair (Administrative Code – Chapter 1 Amendments); Paige Trace (Portsmouth); David Holt (Our Constitutional Rights); and Burt Cohen (Free Speech).

7. First Reading of Ordinance Amending Chapter 10, ZONING ORDINANCE, Article 5A Character-Based Zoning, Section 10.5A43.45, Special Building Footprint Provisions; Section 10.5A43.46, Redevelopment of Existing Buildings; and Article 15, Definitions, Building footprint – Voted to pass first reading and schedule a public hearing and second reading at the September 24, 2025, City Council meeting.
8. Public Hearing & Adoption of Resolution Amending #6-2022, Adopted April 4, 2022, which Authorized a Bond Issue and/or Notes for costs related to the Feasibility and Design of a new Police Facility and or Rehabilitation of the Existing Facility, to include costs for the Entire Municipal Complex – Held a Public Hearing. On a roll call 8-1, **voted** to adopt the Resolution as presented. Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Moreau, Lombardi, and Mayor McEachern voted in favor. Councilor Bagley voted opposed.
9. Public Hearing & Second Reading of Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP be amended as follows: rezone parcels described on the City Tax Map 138 Lot 62; and Tax Map 138 Lot 63 from Character District 5 (CD5) to Character District 4 (CD4); to change the boundary of the North End Incentive Overlay District (NEIOD) by removing City Tax Map 138 Lot 60-2, Tax Map 138 Lot 62, Tax Map 125 Lot 16, Tax Map 138 Lot 63 and a portion of Tax Map 138 Lot 60-3; and to amend the boundary of the Downtown Overlay District (DOD) by removing City Tax Map 138 Lot 60, a portion of Tax Map 138 Lot 60-1, Tax Map 138 Lot 60-2, Tax Map 138 Lot 60-3, Tax Map 138 Lot 61, Tax Map 138 Lot 62, Tax Map 138 Lot 63, Tax Map 164 Lot 4, Tax Map 125 Lot 17-1 and a portion of Tax Map 125 Lot 16 and Tax Map 125 Lot 17 from the DOD; and to add a building height standard of 2-3 stories (40 feet) along Rock Street to the cul-de-sac at Foundry Place for City Tax Map 138 Lot 63, Tax Map 138 Lot 60-2, and Tax Map 138 Lot 60-3. The Zoning Maps to be amended are referenced in the City's Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards), collectively the "Zoning Maps" – Held a Public Hearing. On a roll call 7-1, **voted** to pass second reading and schedule third and final reading at the September 24, 2025, City Council meeting. Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Moreau, Lombardi, and Mayor McEachern voted in favor. Councilor Blalock voted opposed. Councilor Bagley stepped off the Dais and left the Chambers recusing from voting on this matter.
10. Third and Final Reading of Ordinance Amending Chapter 1, Administrative Code – Article I, Administrative Code Ordinance Amendments:
 - Section 1.102 – Administrative Organization
 - Section 1.103 – Organizational Chart
 - Section 1.105 – General Powers and Duties of the Department Administrators
 - Section 1.106 – Specific Duties, Functions and Responsibilities of Departments
 - Section 1.107 – Authority of City Manager

Voted to suspend the rules to allow for further comments on this ordinance.

Moved to pass third and final reading of the ordinance as presented.

Voted to suspend the rules to offer an amendment to the ordinance at third reading.

Voted to amend Section 1.105 Letter G – Information Technology by adding language “*in IT Systems*” at the end of the second sentence. The sentence will now read as follows: *The CIO has authority to establish and ensure compliance with IT standards for cybersecurity, system resilience, and operational efficiency in IT Systems.*”

Voted to amend Section 1.107 B. by changing the RSA contained in the first sentence from RSA 29-P:39 to RSA 21-P:39.

On a roll call 8-1, **voted** to pass third and final reading of the ordinance as amended. Assistant Mayor Kelley, Councilors Tabor, Cook, Blalock, Bagley, Moreau, Lombardi, and Mayor McEachern voted in favor. Councilor Denton voted opposed.

11. Third and Final Reading of Ordinance Amending Chapter 2, Seal, Deeds and Elections – Article II, Deeds, Section 2.201 – Execution to be amended by deleting the section in its entirety – **Voted** to pass third and final reading of the Ordinance as presented.

12. Request to Establish Polling Hours for the Municipal Election – **Voted** to establish polling hours for the November 4, 2025, Municipal Election from 8:00 a.m. to 7:00 p.m.

13. Request to schedule three public hearings on September 24, 2025, for the City Council to consider whether to place three ballot questions on the November 4, 2025, Municipal Ballot regarding: (1) Allowing Social Districts; (2) Prohibiting KENO; and (3) Prohibiting Games of Chance

Allowing Social District: Moved to schedule a public hearing on September 24, 2025, to consider whether to place the following question allowing Social Districts as a ballot question on the November 4, 2025, Municipal Ballot: “Shall we allow the operation of social districts within the City of Portsmouth.”

Councilor Tabor requested a report back at the September 24, 2025, City Council meeting on whether social districts will require more police officers, could this cause a litter problem with people leaving behind items when going out of social districts, and if the question is approved by the voters and issues arise how the City Council could rescind social districts.

Councilor Bagley requested a report back from the Legal Department to clarify if social districts are approved by the voters, will the City Council have to permit social districts and their locations.

Motion passed.

Prohibiting KENO: Moved to schedule a public hearing on September 24, 2025, to consider whether to place the following question prohibiting KENO as a ballot question on the November 4, 2025, Municipal ballot: "Shall we prohibit the operation of KENO games within the City of Portsmouth."

Voted to amend the question to read "Shall we not allow the operation of KENO games within the City of Portsmouth."

Main motion passed as amended.

Prohibiting Games of Chance: Moved to schedule a public hearing on September 24, 2025, to consider whether to place the following question prohibiting games of chance as a ballot question on the November 4, 2025, Municipal Ballot: "Shall we prohibit the operation of games of chance within the City of Portsmouth."

Councilor Blalock requested a report back from the Legal Department to clarify what games of chance are permitted and what games would not be permitted under the state statutes.

Voted to amend the question to read "Shall we not allow the operation of games of chance within the City of Portsmouth."

Main motion passed as amended.

14. Consent Agenda – **Voted** to adopt the Consent Agenda.

- A. Request from Morten Steen-Jorgensen of Pepper Palace Inc., to install a Projecting Sign at 87 Congress 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(s), 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(s), 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 Barbara Massar, Pro Portsmouth, Inc., requesting permission to hold the following events:
- First Night Portsmouth 2026 – Wednesday, December 31, 2025
 - Children's Day – Sunday, May 3, 2026
 - 49th Annual Market Square Day Festival & 10K Road Race – Saturday, June 13, 2026
 - 23rd Annual Summer in the Street – Saturday evenings: July 4th, July 11th, July 18th, July 25th, and August 1st

In addition, Pro Portsmouth, Inc., requests the City joins as a sponsor in support of the fireworks' display in the amount of \$3,000.00 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

15. E-mail Correspondence – Voted to accept and place on file.
16. Appointments to be Considered – The City Council considered the two reappointments and one appointment as outlined below that would be voted upon at the September 24, 2025, City Council meeting.
- Reappointment of Robert Capone to the Cable & Broadband Internet Commission
 - Reappointment of Katinka de Ruiter to the Board of Library Trustees
 - Appointment of Jolanda Fannin to the Board of Library Trustees
17. Acceptance of Resignation – Charles Sullivan from the Sustainability Committee – Voted to accept with regret the resignation of Charles Sullivan from the Sustainability Committee and to send a letter of thanks and appreciation for his service to the city.
18. Acceptance of Resignation – Alyssa Murphy from the Public Art Review Committee – Voted to accept with regret the resignation of Alyssa Murphy from the Public Art Review Committee and to send a letter of thanks and appreciation for her service to the city.
19. Resident Parking Access Program (RPAP) – Moved to direct staff to develop a detailed implementation plan for a Resident Parking Access Program (RPAP), establishing a \$1 per hour for non-resident vehicles in neighborhoods that surround downtown that are currently unmetered, with enforcement by license plate. Staff shall return to Council with a proposed framework, cost estimates, and recommendations for pilot neighborhoods, with specific consideration of how the program can also support higher-density affordable housing developments without parking requirements.

City Council requested the following information be provided in a report back to the City Council:

- How have previous resident parking programs worked,
- Where and what areas would lines be drawn for such a program,
- The number of free passes provided to households,
- How would the program differentiate between downtown workers and tourists,

- Would the plan include surface lots, such as Parrott Avenue, South Mill Pond Playground, and the lower lot of City Hall,
- An outline to be provided of the framework for the plan,
- Cost estimates,
- Recommendations for pilot neighborhoods,
- How the plan should be implemented

Motion passed. Assistant Mayor Kelley, Councilors Blalock, and Lombardi voted opposed.

20. **Voted** to suspend the rules to continue the meeting beyond 10:30 p.m. Assistant Mayor Kelley, Councilors Blalock and Lombardi voted opposed.

21. Acceptance of Grant from the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force - \$1,300.00 – **Voted** to approve and accept the New Hampshire Department of Justice grant in the amount of \$1,300.00. 

22. City Manager's Informational Items:

Report Back on Status of Converting State Street to Two-Way Traffic – City Manager Conard reported as part of the Capital Improvement Plan, \$50,000.00 was approved to evaluate the impacts and costs associated with converting the one-way portion of State Street to two-way traffic. She advised the City Council that staff are working with the BETA Group, Inc. to develop a scope of work and budget to complete the work. In addition, to the evaluation of roadway configuration, the scope of work will include public input and a presentation of the findings to the City Council. She stated that the study is anticipated to be completed by the end of the calendar year.

Islington Street Sidewalks Report Back – City Manager Conard reported that several discussions have occurred over the last 5½ years regarding Islington Street Sidewalks. She advised the City Council that the Public Works Department will be creating a new capital improvement element sheet for Fiscal Year 2027 Capital Improvement Plan to secure funding for design and construction of a new sidewalk. She advised the City Council that two new street crossings have been constructed, one on Barberry Lane at the beginning of the Rail Trail and the other at the WBBX Road location. In addition, these crossings come with the rectangular rapid flashing beacons. Further, City Manager Conard explained when this project does come forward it would be built to City specifications in accordance with our Sidewalk Policy which will not be asphalt but concrete.

23. Adjournment – At 10:45 p.m., **voted** to adjourn the meeting.

Respectfully submitted:

Kelli L. Barnaby, MMC/CNHMC
City Clerk

TO: KAREN S. 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 WEDNESDAY, SEPTEMBER 24, 2025
PRESENT: MAYOR McEACHERN, ASSISTANT MAYOR KELLEY, COUNCILORS COOK, DENTON, BLALOCK, BAGLEY, MOREAU, AND LOMBARDI
ABSENT: COUNCILOR TABOR

1. **Voted** to close the Non-Public Session and seal the minutes.
2. Proclamation – United States Constitution Week – Mayor McEachern read the Proclamation declaring the week of September 17th through September 23rd as United States Constitution Week and asked citizens to revisit and reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the declaration of our rights and liberties.
3. Acceptance of Minutes – August 4, 2025 – **Voted** to approve and accept the minutes of the August 4, 2025, City Council meeting.
4. **Voted** to suspend the rules and bring forward Item XV. D. – Archive Update and Item XIII. A. – Presentation by Pinetree Institute’s Work in the Community, Amy Michaels, Coalition Director.
5. Archive Update – Councilor Lombardi provided an update regarding Archives and the importance to protect, preserve, and make accessible the history that defines our community. He reported that the Committee has filed for a 501-3c Tax Exemption Non-Profit Organization to be known as Portsmouth Archive Center.

Voted to suspend the rules to allow public comment.

Tom Hardiman, Keeper & Executive Director of Portsmouth Athenaeum; Linnea Grim, President and CEO, Strawberry Banke; Emma Stratton, Executive Director, Portsmouth Historical Society; each spoke regarding the importance to preserve the collections by the three organizations and the City of Portsmouth.

6. Presentation by Pinetree Institute’s Work in the Community – Amy Michaels, Coalition Director of Pinetree Institute, Ms. Michaels spoke regarding the importance of the matching grants from the City of Portsmouth and Rotary and the results of that support. She addressed the creation of the Greater Portsmouth Recovery Coalition which also enabled the creation of the Greater Portsmouth Youth Wellness Coalition. She stated that drug prevention efforts are part of our community’s response to reducing future rates of dropout, unemployment, and healthcare costs, among others. She spoke regarding local efforts with education and awareness, parental and family engagement, access to mental health and support services, policy and environment and youth leadership. She said together, we can safeguard our youth’s mental health and future.

7. Public Comment Session – There were four speakers: Christine Lusky (Downtown), Brianna Martin (Support for our immigrant residents); Peter Somssich (Flag-Lowering), and Tyler Garzo (Resident Parking Program).
8. Public Hearing & Second Reading of Chapter 10, Zoning Ordinance, Article 5A Character-Based Zoning, Section 10.5A43.45, Special Building Footprint Provisions; Section 10.5A43.46, Redevelopment of Existing Buildings and Article 15, Definitions, Building footprint, to permit exceeding the building footprint maximum without a Conditional Use Permit – Held a public hearing. Motion to pass second reading and hold third and final reading on October 6, 2025, City Council meeting **failed** to pass on a voice vote with all the City Council voting opposed.
9. Public Hearing Regarding Ballot Question: Shall we allow the operation of social districts within the City of Portsmouth – Held a public hearing. **Voted** to put the following Ballot Question on the November 4, 2025, Municipal Election Ballot. “Shall we allow the operation of social districts within the City of Portsmouth.” Councilor Cook and Councilor Moreau voted opposed.

Voted to establish a Public Hearing October 6, 2025, City Council meeting in reference to the Ballot Question “Shall we allow the operation of social districts within the City of Portsmouth” for the November 4, 2025, Municipal Election.

10. Public Hearing Regarding Ballot Question: Shall we not allow the operation of KENO games within the City of Portsmouth – Held a public hearing. **Voted** to amend the language from “not allow” to “*prohibit.*” Motion passed. Councilor Denton voted opposed.

Voted to put the following Ballot Question on November 4, 2025, Municipal Election Ballot. “Shall we prohibit the operation of KENO games within the City of Portsmouth.”

Voted to establish a Public Hearing for the October 6, 2025, City Council meeting in reference to the Ballot Question “Shall we prohibit the operation of KENO games within the City of Portsmouth” for the November 4, 2025, Municipal Election.

11. Public Hearing Regarding Ballot Question: “Shall we not allow the operation of games of chance within the City of Portsmouth” – Held a public hearing. **Voted** to put the following question on the November 4, 2025, Municipal Election ballot “Shall we prohibit the operation of games of chance within the City of Portsmouth.”

Voted to establish a Public Hearing for the October 6, 2025, City Council meeting in reference to the Ballot Question “Shal we prohibit the operation of games of chance within the City of Portsmouth” for the November 4, 2025, Municipal Election.”

12. Third and Final Reading of Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP be amended as follows: rezone parcels described on the City Tax Map 138 Lot 62; and Tax Map 138 Lot 63 from Character District 5 (CD5) to Character District 4 (CD4); to change the boundary of the North End Incentive Overlay District (NEIOD) by removing City Tax Map 138 Lot 60-2, Tax Map 138 Lot 62, Tax Map 125 Lot 16, Tax Map 138 Lot 63 and a portion of Tax Map 138 Lot 60-3; and to amend the boundary of the Downtown Overlay District (DOD) by removing City Tax Map 138 Lot 60, a portion of Tax Map 138 Lot 60-1, Tax Map 138 Lot 60-2, Tax Map 138 Lot 60-3, Tax Map 138 Lot 61, Tax Map 138 Lot 62, Tax Map 138 Lot 63, Tax Map 164 Lot 4, Tax Map 125 Lot 17-1 and a portion of Tax Map 125 Lot 16 and Tax Map 125 Lot 17 from the DOD; and to add a building height standard of 2-3 stories (40 feet) along Rock Street to the cul-de-sac at Foundry Place for City Tax Map 138 Lot 63, Tax Map 138 Lot 60-2, and Tax Map 138 Lot 60-3. The Zoning Maps to be amended are referenced in the City's Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards), collectively the "Zoning Maps" – **Voted** to pass third and final reading of the ordinance. Councilor Blalock voted opposed. Councilor Bagley recused from the vote.
13. Approval of MOS for AFSCME Local #1386-A – **Voted** to approve the proposed MOA as presented.
14. Deed Restriction and Grant Acceptance from the State of New Hampshire for 3.11 Acres of City land located in Greenland – **Voted** to authorize the City Manager to execute and record a Grant Agreement with the State of New Hampshire regarding City-owned property on Post Road in Greenland, in substantially the same form as the version contained in the agenda packet. **Voted** to accept a \$90,000.00 grant from the State of New Hampshire Drinking Water Trust Fund.
15. Approval of Sign Policy for School Fundraisers – **Voted** to approve the Sign Policy for School Fundraisers as presented. Councilor Cook recused from the vote.
16. Replacement of Electronic Ballot Devices – **Voted** to authorize the Office of the City Clerk to utilize new electronic ballot devices by VotingWorks to be deployed at the Municipal Election on Tuesday November 4, 2025.
17. Consent Agenda – **Voted** to adopt the Consent Agenda.
 - A. Request from Dava Davin of Portside Real Estate Group LLC. to install a Projecting Sign at 89 Foundry Place, Unit 15 (***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(s), 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(s), 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***

18. E-mail Correspondence – Voted to accept and place on file.
19. Letter from Ashleigh Tucker Pollock, The Music Hall, requesting to hold the 23rd annual New Hampshire Film Festival on October 16, 2025, through October 19, 2025, in various downtown Portsmouth locations. Also, request to close a portion of Portwalk Place for a Hospitality Party and allow alcoholic beverages to be purchased and consumed inside the event's enclosure – Voted to grant the City Manager authority to amend the City License Agreement with the Music Hall consistent with this request.
20. Letter from Lynn Raeburn of 109 Dennett Street Requesting to have her property removed from the Historic District – Voted to refer the removal of 109 Dennett Street from the Historic District to the Planning Board and the Historic District Commission for recommendation back to the City Council.
21. Letter from Ashleigh Tucker Pollock, The Music Hall, requesting to close Chestnut Street on Wednesday, October 29, 2025, for The Seacoast Culinary Challenge from 5:30 p.m. to 10:00 p.m. with street closure requested from 10:00 a.m. to 10:00 p.m. to allow for set-up and breakdown – Voted to refer to the City Manager with Authority to Act.
22. Memorandum from Reagan Ruedig, Historic District Commission Chair, regarding Historic District Boundary Revision – Voted to refer this request for a Zoning Map change to the Planning Board for a report back to the City Council.
23. **On a roll call 5-3, voted** to suspend the rules to continue the meeting beyond 10:30 p.m. Councilors Cook, Denton, Bagley, Moreau, and Mayor McEachern voted in favor. Assistant Mayor Kelley, Councilors Blalock, and Lombardi voted opposed.
24. Letter from Zach McLaughlin, Superintendent of Schools, regarding the confirmation of School Board action on Connie Bean request – Voted to approve and accept the School Board recommendation for the Connie Bean Center installation.
25. Appointments to be Considered – The City Council considered the appointments listed below that will be voted upon at the next City Council meeting.

- Reappointment of Sarah Lachance to the Economic Development Commission
- Reappointment of Andrew Ward to the Economic Development Commission
- Appointment of Brigid "Briggs" Brady to the Cemetery Committee
- Appointment of Barbara Sadick as an alternate to the Parking & Traffic Safety Committee

26. Appointments to be Voted – **Voted** to reappoint Robert Capone to the Cable & Broadband Internet Commission until April 1, 2028; reappoint Katinka de Ruyter to the Board of Library Trustees until October 1, 2028; and appoint Jolanda Fannin to the Board of Library Trustees until October 1, 2026; filling the unexpired term of Kelly Delekta.

- Reappointment of Robert Capone to the Cable & Broadband Internet Commission
- Reappointment of Katinka de Ruyter to the Board of Library Trustees
- Appointment of Jolanda Fannin to the Board of Library Trustees

27. Request for a report back on the status of health insurance costs and options moving forward – **Voted** to request a report back from the City Manager regarding insurance costs and other possible avenues to explore.

28. Request a Tour of the Three Elementary Schools – **Voted** to request a tour of the three elementary schools in December 2025 with the newly elected City Council.

29. Housing Recommendations – **Voted** to refer to the Planning Board a Council request to put parking review for residential projects with three or more units into the site review process, and draft appropriate ordinance changes for City Council action.

Voted to refer to the Planning Board a Council request to rezone certain streets and parcels as shown in the packet from industrial and commercial to Gateway, requesting the necessary ordinance deletions and additions to present back for City Council action.

Voted to ask the Planning Board to modify zoning section 10.812 to eliminate the requirement that it apply only to houses built before 1980, and look at including Rural, SRA and SRB as permitted zones, and changing General Residence districts from Special Exception to Permitted in order to create more affordable housing.

Voted to request a report back from the Legal Department on appropriate hearings and ordinance language to adopt New Hampshire RSA 79-E as a way to encourage/incentive more affordable and market rate housing.

30. Report Back on a proposed Banner Program from discussions with the Legal Department and the Arts & Cultural Commission – Councilor Cook reported that the Legal Department and Arts & Cultural Commission are working on a draft policy for review by the City Council. She stated in addition to the policy, the language will be added to the draft Encumbrance Ordinance, currently in review by the Governance Committee, to provide more guidelines for the implementation of the program. She advised that the next report back to the Council will include the final draft policy language.
31. Parking & Traffic Safety Committee Action Sheet & Minutes of the September 4, 2025, meeting – **Voted** to approve and accept the action sheet and minutes of the September 4, 2025, Parking & Traffic Safety Committee meeting.
32. Acceptance of Grant from the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force - \$1,300,000.00 – **Voted** to approve and accept the New Hampshire Department of Justice grant in the amount of \$1,300,000.00. *
33. Acceptance of Donations to be determined by the Otto Pizza Fundraiser to the Recreation Department – **Voted** to approve and accept 10% of the proceeds from the Otto Pizza Fundraiser.
34. City Manager Informational Items

Pease Development Authority Board Meeting Update

- *PDA received a tremendous amount of public comments regarding the ICE flights out of Portsmouth Airport*
- *The golf course had a record setting month in August with 1,400 rounds*
- *There are eight remaining major events, and the golf course will remain open through Halloween. The airport saw tremendous activity through the end of July with flights from Orlando and Fort Meyers*
- *Flights to Raleigh-Durham International Airport will start in December*
- *American Cruise Lines have had eight out of their ten visits with no negative impact to the downtown*
- *She and staff will tour the Portsmouth Fish Pier tomorrow which is substantially complete, and fuel operations will be back in service*

Update on Afterschool Child Care

City Manager Conard reported that all the groups have met collectively and separately and understand that the need has been met for now. She said Granite stands poised to accept additional children at the Camp Gundalow Facility should their services be needed.

Report Back on SMS/Text Notifications for City Meetings

City Manager Conard announced that on September 15, 2025, the city launched a new SMS and email notification system to enhance public access to meeting information. She stated that the public can now sign up to receive notifications when meeting materials are posted, ensuring timely updates and improved transparency. She reported that notifications will include agendas, minutes, and meeting packets, and will help residents stay connected. She stated at the launch of the program we included the Land Use Boards and City Council, and other boards, committees, and commissions will soon be added.

35. Adjournment – **At 10:50 p.m., voted to adjourn the meeting.**

Respectfully submitted:

Kelli L. Barnaby, MMC/CNHMC
City Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		Member Number: 275	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Justice 1 Granite Place South Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 9/10/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax