

**City Council Special Meeting
February 16, 2021
Council Chambers
31 Wakefield Street and
Conducted Remotely via Microsoft Teams
6:36 PM**

COUNCILORS PRESENT

Councilor Abbott
Councilor Belken
Councilor Bogan
Councilor Gray
Councilor Hailey
Councilor Hamann
Councilor Hutchinson
Councilor Lachance
Councilor Lachapelle
Councilor Rice
Councilor Walker
Deputy Mayor Lauterborn
Mayor McCarley

OTHERS PRESENT

Blaine Cox, City Manager
Katie Ambrose, Deputy City Manager
Terence O'Rourke, City Attorney

Minutes

1. Call to Order

Mayor McCarley called the Special City Council meeting to order at 6:36 PM. She had read the following preamble prior to the Public Hearing, immediately preceding the Special Meeting:

Good Evening, as Chairperson of the City Council, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). Federal, state, and local officials have determined that gatherings of 10 or more people pose a substantial risk to our community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, I also find that this meeting is imperative to the continued operation of City government and services, which are vital to public safety and confidence during this emergency. As such, this meeting will be conducted without a quorum of this body physically present in the same location.

a.) **Public Input:** Due to the ongoing situation with COVID-19, the City of Rochester will be taking extra steps to allow for public input, while still ensuring participant safety and social distancing. In lieu of attending the meeting, those wishing to share comments, when permitted, with the City Council (Public Hearing and/or Workshop settings) are encouraged to do so by the following methods:

- **Mail:** City Clerk/Public Input, 31 Wakefield Street, Rochester, NH 03867 (*must be received at least three full days prior to the anticipated meeting date*)
- **email** PublicInput@rochesternh.net (*must be received no later than 4:00 pm of meeting date*)
- **Voicemail** 603-330-7107 (*must be received no later than 12:00 pm on said meeting date in order to be transcribed*)

Please include with your correspondence the intended meeting date for which you are submitting. *All correspondence will be included with the corresponding meeting packet (Addendum).*

In addition to the above listed public access information, the City Council will be allowing the public to enter Council Chambers and speak in person during the Public Input portion of this meeting. In an effort to adhere to CDC guidelines: enter only at the front Wakefield Street entrance and exit on the side closest to the police department and adhere to 6-foot social distancing while inside. Hand sanitizer and facemasks will be available at the Wakefield Street entrance. Participants will be admitted into Council Chambers one at a time to speak, and will exit directly thereafter. Please note; the seating in Council Chambers will not be available for the public during meetings.

At this time, I also welcome members of the public accessing this meeting by phone. The public can call-in to the below number using the conference code. This meeting will be set to allow the public to "listen-in" only, and there will be no public comment taken via conference line during the meeting.

Phone number: 857-444-0744

Conference code: 843095

b.) **Roll Call:** Please note that all votes that are taken during this meeting shall be done by Roll Call vote.

Let's start the meeting by taking a Roll Call attendance. When each member states their name (and/or ward), also please state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law. (Additionally, Council members are required to state their name and ward each time they wish to speak.)

City Clerk Kelly Walters had taken the roll prior to the public hearing, immediately preceding the Special Meeting. All Councilors were present and indicated that they were alone in the location from which they were connecting.

2. Intermunicipal Agreement For Development Of An Adaptive Water Quality Management Plan For Great Bay Estuary *first reading and consideration for adoption*

Councilor Lachapelle **MOVED** to read the resolution by title only for a first time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a 13 to 0 roll call vote. Councilors Rice, Walker, Belken, Bogan, Lachapelle, Hamann, Lauterborn, Hailey, Abbott, Gray, Hutchinson, Lachance, and Mayor McCarley voted in favor of the motion. Mayor McCarley read the resolution for a first time by title only as follows:

Resolution Authorizing Entry Into Intermunicipal Agreement For Development of an Adaptive Water Quality Management Plan for Great Bay Estuary

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

That the City of Rochester hereby agrees to enter into the Intermunicipal Agreement For Development of an Adaptive Water Quality Management Plan for Great Bay Estuary attached as **Exhibit A** of this Resolution. (*Exhibit A - See Addendum A*)

Further, the Mayor and City Council authorize the City Manager or his/her designee to execute any and all documents to effectuate the purpose of this Resolution including, but not limited to, **Exhibit A**.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Walker seconded the motion. Mayor McCarley commented that the City has been working on the above plan for about fifteen years. This will be an important step in this process.

Councilor Rice wished to receive clarification about the members of the Executive Board (Municipal Alliance for Adaptive Management). Attorney Young gave a brief overview of the newly established board in which Blaine Cox, City Manager, will be one of the five members.

Mayor McCarley asked how many other communities have entered into this agreement. Attorney Young stated that the City of Dover has already approved the Inter-Municipal Agreement (IMA). It is expected that the City of Portsmouth and the Towns of Exeter and Newmarket will be approved soon. She indicated that the Town of Newington is scheduled to approve the agreement tomorrow evening.

Attorney Young said there is a commitment from the communities to fund this work through the Agreement (IMA), which equates to a minimum of \$200,000 annually and a maximum of \$500,000. She indicated that the City of Rochester's share is approximately 18%, which could range from \$37,000 to approximately \$90,000. Mayor McCarley said it is a worthwhile investment.

Mayor McCarley called for a vote on the motion to adopt. The **MOTION CARRIED** by a 13 – 0 roll call vote. Councilors Lachapelle, Rice, Gray, Hailey, Abbott, Bogan, Hutchinson, Lachance, Hamann, Lauterborn, Walker, Belken, and Mayor McCarley voted in favor of the motion.

3. Motion to Rescind Resolution Authorizing \$75,575.67 of Previous Appropriations of the School Department CTE Equipment Capital Improvements Plan Project for CTE Paving, Adopted by City Council 1/5/2021 *motion to rescind (2/3 vote required to pass)*

Councilor Rice **MOVED** to take the resolution off the **TABLE**. Councilor Lachance seconded the motion. The **MOTION CARRIED** by 13 to 0 roll call vote. Councilor Hamann, Hutchinson, Belken, Walker, Lachance, Abbott, Gray, Rice, Bogan, Hailey, Lachapelle, Lauterborn, and Mayor McCarley voted in favor of the motion. Mayor McCarley read the following resolution which had been taken off the table:

Resolution Authorizing \$75,575.67 of Previous Appropriations of the School Department CTE Equipment Capital Improvements Plan Project for CTE Paving

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

WHEREAS, by virtue of resolution adopted by the Mayor and City Council of

the City of Rochester, the Mayor and City Council appropriated the sum of Two Hundred Seventy Thousand Dollars (\$270,000.00) to the School Department Capital Improvements Plan CTE Renovation - Additional Equipment project # 20121 of the City of Rochester; and

WHEREAS, the Mayor and City Council of the City of Rochester have determined that the best interests of the City are served by authorizing unexpended funds from the School Department Capital Improvements Plan CTE Renovation Additional Equipment project # 20121 for the purposes of CTE Paving.

NOW THEREFORE, the Mayor and City Council of the City of Rochester by adoption of this resolution, hereby authorize the repurposing of the sum of Seventy Five Thousand Five Hundred Seventy Five and 67/100 Dollars (\$75,575.67) of previously appropriated unexpended funds from the CTE Renovation – Additional Equipment project # 20121 to designate its use for the School Department 2020-2021 Fund 1501 Capital Improvements Plan CTE Renovation Paving project.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution and to establish special revenue, non- lapsing, multi-year fund accounts(s) as necessary to which said sums shall be recorded.

Mayor McCarley opened the discussion for rescinding the resolution, which will require a simple majority vote to pass and not a two-third's vote.

Mayor McCarley spoke against the motion to rescind this action. She said the City had been committed to finishing this project completely. She said the funds were derived from the remaining funds of the project and a significant savings in the equipment costs.

Mayor McCarley said she disagreed with comments made by Councilor Lachance that the paving project was not in great need of repair. Councilor Lachance disagreed and said the project could be postponed and that he would vote in favor of rescinding the resolution.

Mayor McCarley called for a vote to rescind the resolution. The **MOTION**

CARRIED by a roll call vote of 10 to 3. Councilors Belken, Gray, Hamann, Rice, Lauterborn, Hainey, Hutchinson, Walker, Lachance, and Abbott, voted in favor of the motion. Councilors Lachapelle, Bogan, and Mayor McCarley voted against the motion.

4. Resolution Authorizing Supplemental Appropriation to the Department of Public Works (DPW) CIP Fund in the Amount of \$150,000.00 for the Purchase of a Multi-Hog Sidewalk Tractor
second reading and consideration for adoption

Councilor Walker **MOVED** to read the resolution for a second time by title only. Councilor Lachapelle seconded the motion. The **MOTION CARRIED** by a 13 – 0 roll call vote with Councilors Abbott, Hutchinson, Bogan, Lauterborn, Rice, Lachance, Hamann, Lachapelle, Belken, Walker, Gray, Hainey and Mayor McCarley all voting in favor. Mayor McCarley read the resolution for a second time by title only as follows:

Resolution Authorizing Supplemental Appropriation to the Department of Public Works (DPW) CIP Fund in the Amount of \$150,000.00 for the Purchase of a Multi-Hog Sidewalk Tractor

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHESTER:

That the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) is hereby appropriated as a supplemental appropriation to the DPW CIP Fund for the purpose of paying costs associated with the purchase of a Multi-Hog Sidewalk Tractor. The funding for this supplemental appropriation shall be derived in its entirety from the General Fund Unassigned Fund Balance.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to establish and/or designate such multi-year, non-lapsing accounts and or account numbers as are necessary to implement the transactions contemplated in this Resolution.

Councilor Walker **MOVED** to **ADOPT** the resolution. Councilor Lachapelle seconded the motion. Councilor Rice stated that he felt this item should be put into the CIP budget due to the uncertainty of revenues coming into the City during the upcoming fiscal year. He referenced Director of City Services Peter Nourse stating that the tractor would not be received until the middle to end of February; Councilor Rice felt that this was fairly late in the winter season. He felt that the City could make do with the tractors they had for the remainder of the current season. Councilor Lachance requested that

Director Nourse speak about the current state of the Department of Public Works' tractors. Director Nourse said currently there are three machines, one of which has not been operational since before the last storm, due in part to a radiator in need of repair. Director Nourse indicated that the department has been scavenging parts off this third machine to service the two operational machines, and that it will not be a good situation to continue with just the two tractors. Director Nourse said the manufacturer reported that the new machine will be in Bow, NH in mid-February and will be available for the City of Rochester to purchase at that time. The **MOTION CARRIED** by a 10 – 3 roll call vote with Councilors Walker, Belken, Lachance, Abbott, Hamann, Gray, Bogan, Lauterborn, Lachapelle, and Mayor McCarley voting in favor and Councilors Rice, Hainey, and Hutchinson voting opposed.

5. Adjournment

Mayor McCarley **ADJOURNED** the Special City Council Meeting at 6:54 PM.

Respectfully Submitted,

Kelly Walters, CMC
City Clerk

EXHIBIT A

INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Intermunicipal Agreement are the City of Rochester, the City of Dover and the City of Portsmouth and those additional municipalities and towns that have executed this Agreement in accord with its provisions below.

WHEREAS, the U.S. Environmental Protection Agency Region I (“EPA”) issued the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the “General Permit”);

WHEREAS, municipalities and towns that own or operate any of 13 certain municipal wastewater treatment facilities covered by the General Permit may choose to Opt-In to the General Permit by April 2, 2021 and become permittees (the “Permittees”);

WHEREAS, the Cities of Rochester, Dover and Portsmouth operate wastewater treatment facilities in the Great Bay Estuary plan to Opt-In to the General Permit;

WHEREAS, the Cities of Rochester, Dover and Portsmouth are seeking to collaborate with each other, with other Permittees, with other communities in the watershed as well as with all involved regulators and stakeholders in an adaptive management framework addressing water quality and overall TN source reductions to the Great Bay estuary as described in Part 3 of the General Permit;

WHEREAS, the General Permit envisions the elements of an adaptive management framework for the Great Bay estuary as including (1) ambient water quality monitoring (2) pollution tracking (3) pollution reduction planning and implementation, and (4) review of significant scientific, methodological, and protective target nitrogen load issues of importance to the Permittees;

WHEREAS, the General Permit describes adaptive management implementation as including collaboration between Permittees and EPA, the State of New Hampshire through its Department of Environmental Services, (“NHDES”), and public, private, commercial, and other stakeholders including the Conservation Law Foundation (“CLF”);

WHEREAS, Permittees are required by the General Permit to submit a detailed proposal on or before July 31, 2021; and

WHEREAS, through this Intermunicipal Agreement, the Permittees seek to implement the Intermunicipal Plan For Adaptive Water Quality Management In the Great Bay Estuary dated December 14, 2020 (“Plan”) and included as Attachment 1.

WHEREAS, RSA 53-A:1 permits "...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities";

THEREFORE, pursuant to RSA 53-A:3, the Permittees enter into this Agreement for the purposes described above as follows:

I. **DEFINITIONS**

- A. "Contribution Formula" that mechanism for allocating costs among the Members who are Permittees.
- B. "Executive Board" that administrative and management body charged with the responsibilities described in paragraph V.
- C. "Member" that municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, that has indicated its intent to be a part of this Agreement by executing Attachment 2.
- D. "Recommended Annual Contribution for Monitoring" that amount recommended annually by the Executive Board and adopted by the Members for water quality monitoring and analysis.

II. **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to implement the Plan to improve water quality in the Great Bay estuary and to take such other and further collaborative action which may be agreed upon to fulfill or assist Permittees' compliance with the General Permit. No separate corporate entity is being created as this instrument is intended to assist with joint administrative and executive functions associated with implementation of the Plan and to generate and coordinate funding recommendations necessary to implement the Plan.

III. **DURATION OF AGREEMENT**

The term of this Agreement runs from March 1, 2021 to February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

IV. **MEMBERS**

- A. Membership. The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment 2 to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

The Members for purposes of this Agreement shall be called the Municipal Alliance for Adaptive Management.

- B. Organizational Meeting There will be an initial meeting of Members after the Opt-in date of April 2, 2021 but before April 30, 2021 to be set by the City Manager of the City of Rochester. The purpose of the meeting will be to have the Members vote on appointing up to two At-Large Members to the Executive Board and setting the recommended 2021 Contribution Goal. The Executive Board is further defined in Section V. Meetings are discussed further in Section VI.

V. **EXECUTIVE BOARD**

- A. Purpose and Authority of Executive Board. The Executive Board has the authority to enter into contracts on behalf of the Municipal Alliance for Adaptive Management in order to implement the Plan, to receive and manage funds by way of the fiscal agent (defined below), to approve bills and disbursements, to make funding recommendations and to circulate documents necessary in order to keep Members informed, to set the annual meeting of the members, to participate in discussions with stakeholders, and to conduct such other activities as the Executive Board deems necessary and proper to carry out the purposes of this Agreement. The Executive Board does not otherwise have authority to acquire or hold items of personal or real property.
- B. Officers. Beginning with its first meeting and then annually thereafter, the Executive Board shall elect a Chair, Vice Chair and a Clerk from the members of the Executive Board.
- C. Membership of Executive Board. The Executive Board shall be composed of three Standing Members consisting of the city managers of the City of Rochester, the City of Dover, and the City of Portsmouth. The Members may select up to two additional At-Large Members of the Executive Board from other communities.

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of

the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this Agreement is made. At-Large Executive Board Members must be Permittees.

There are no term limits for Executive Board members. Executive Board members may appoint designees if that designee has decision-making authority.

In the event any vacancy occurs for At-Large Executive Board Members, the Executive Board shall within thirty (30) days of the vacancy call a meeting of the Members so that the Members may select a replacement.

In the event more than three Members are communities from Maine, those members from Maine may request that the Executive Board be expanded to include a Member from Maine, which request will be granted provided there is an agreement on a formula for contribution to the activities contemplated by this Agreement.

- D. No Personal Liability. Executive Board members and its officers shall not be personally liable for any debt, liability or obligation of the Municipal Alliance for Adaptive Management. All persons having any claim against the Municipal Alliance for Adaptive Management may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Municipal Alliance for Adaptive Management.

VI. MEETINGS

- A. Annual meetings of the Members. After the initial Organizational Meeting a meeting of the Members shall be held at least annually in the last quarter of each calendar year. At the Annual Meeting the Members shall vote on the Recommended Contribution for the following calendar year.

Annual meetings of the Members shall be subject to the requirements of public meetings as required by NH RSA 91-A. Members shall have the ability to participate telephonically and by video conference as may be permitted under NH RSA 91-A.

Each Member is afforded one vote in all matters that require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

- B. Executive Board Meetings. The Executive Board shall meet at least biannually or more frequently at the call of the Chair at such times and places that are mutually convenient. The meetings of the Executive Board are not public meetings as that term is defined by NH RSA 91-A.

Voting. If there are three Executive Board Members, a quorum is two (2) Members. If there are five or more Executive Board members a quorum is three Members. All votes will pass by simple majority.

Attendance. Attendance for purposes of quorum and voting may be by telephone or video conference. A record of the actions taken by the Executive Board shall be distributed to the Members within ten (10) calendar days of any meeting. Distribution may be by e-mail.

VII. WORK AND COST -SHARING

- A. Initial Water Quality Work. The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. Participation in Water Quality Monitoring, Data Gathering and Analysis. Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders (“Annual Contribution for Monitoring”). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 (“Contribution Formula”). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. Recommended Annual Contribution for Monitoring. The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord

with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

- D. Other Work. The Executive Board may make such additional recommendations to the Members to finance other work consistent with the Plan. Such other work if voted upon by the Members shall be financed according to the Contribution Formula.
- E. Fiscal Agent. The Members agree that the City of Rochester ("City") will be the fiscal agent for Municipal Alliance for Adaptive Management, with the authority to collect, hold, invest, disperse and pay funds held on behalf of the Municipal Alliance for Adaptive Management at the direction of the Executive Board.
- F. Accounting for Funds. The Executive Board with assistance from the Fiscal Agent shall provide to the Members an annual accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.
- G. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Executive Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of all the Members made in the year of distribution.

VIII **POLLUTION TRACKING**

The Executive Board anticipates making recommendations to Members to participate in certain pollutant tracking programs. Members agree to make good faith efforts to participate in such pollution tracking programs.

IX. **TERMINATION**

- A. Mutual Agreement. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term . A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term . The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member

gives notice of termination . Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

- D. Appeal of General Permit. This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

The Members do not intend to issue bonds jointly as permitted by RSA 53-A:6. Should the Members decided to do so at a later time, an amendment to this Agreement shall be undertaken to specify those items required by RSA 53-A:6, II.

XI. OTHER

- A. Amendment. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.
- B. Authority. All Members undersigned represent and agree that they have the authority to enter into this Agreement.
- C. Notices. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.
- D. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.
- F. Separate Document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Compliance with RSA 53-A:
- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.

- Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the agreement is in proper form and compatible with the laws of this state.
- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH Department of Revenue Administration as a condition precedent to its entry into force.

This Submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the NH Attorney General.

Dated this _____ day of _____, 2021.

CITY OF ROCHESTER

By: _____
Blaine Cox, City Manager

Dated this _____ day of _____, 2021.

CITY OF DOVER

By: _____
J. Michael Joyal, Jr., City Manager

Dated this _____ day of _____, 2021.

CITY OF PORTSMOUTH

By: _____
Karen S. Conard, City Manager