

ORDINANCE #
THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance, Article 5 – Dimensional and Intensity Standards, are hereby amended as follows (inserted text in **bold**; deleted text in ~~strikethrough~~):

1. In Article 4, Section 10.410 – Establishment and Purpose of Districts, insert the following before the row titled “Business Districts”:

Character Districts		
Character District 4-L	CD4-L	To promote the development of walkable, mixed-use, human-scaled places by providing standards for building form and placement and related elements of development.
Character District 4	CD 4	
Character District 5	CD5	

2. In Article 4, Section 421 – District Location and Boundaries, insert the following new Section 10.421.30:

10.421.30 The following maps are incorporated by reference in the Zoning Map:

10.421.31 The Regulating Plan and Special Requirements Maps for the Character Districts (Maps 10.5A21A through 10.5A21C), as most recently amended.

10.421.32 The Flood Insurance Rate Maps (FIRM) for the City of Portsmouth, prepared by the Federal Emergency Management Agency (FEMA), as most recently amended.

10.421.33 The “FAR Part 77 Imaginary Surfaces Plan” for Pease International Tradeport, dated May 1995.

3. In Article 6 – Overlay Districts, Section 10.640 – Downtown Overlay District, Section 10.641.10, insert the words “and the Character Districts” after the words “Central Business B districts,” so that the paragraph reads as follows:

10.641.10 The Downtown Overlay District (DOD) is an overlay district applied to portions of the Central Business A and Central Business B districts **and the Character Districts**. All properties located in the DOD must satisfy the requirements of both the DOD and the underlying districts.

4. In Article 6 – Overlay Districts, Section 10.640 Downtown Overlay District, Section 10.643 – Off-Street Parking Facilities, amend Sections 10.643.20 and 10.643.30 as follows:

10.643.20 In the DOD, accessory off-street parking facilities **at or above ground level** providing spaces for more than two vehicles shall not be located within ~~30~~ **24** feet of the following streets:

Bow Street	Daniel Street	Middle Street
Chapel Street	Fleet Street	Penhallow Street
Chestnut Street	Hanover Street	Pleasant Street
Congress Street	High Street	State Street
Court Street	Market Street	Vaughan Mall

10.643.30 In the DOD, the vehicular entrance into a building or structure containing off-street parking facilities for more than two vehicles shall not face any of ~~streets listed in paragraph 10.643.20~~ **the following streets:**

Bow Street	High Street	Pleasant Street
Congress Street	Market Street	State Street
Daniel Street		

and the vehicular entrance shall be set back at least ~~30~~ **24** feet from any street listed in paragraph 10.643.20, and shall be located at least 50 feet from any street intersection.

5. In Article 12 – Signs, Section 10.1230 – Sign Districts, Section 10.232, insert the words “Character District 4-L” in the row titled “Sign District 2”, and insert the words “Character District 4” and “Character District 5” in the row titled “Sign District 3” as follows:

Sign District 2	Mixed Residential Office Mixed Residential Business Waterfront Business Character District 4-L
Sign District 3	Central Business A Central Business B Character District 4 Character District 5

6. In Article 15 – Definitions, Section 10.1520 – Terms With Specialized Applications, insert the following new Section 10.1525:

10.1525 Terms that are used primarily in Article 5A, Character Districts, are defined in Section 10.5A60, including:

Adjacent	Outbuilding
Attic space	Park
Backbuilding	Parking area
Block	Parking lot
Block face	Parking structure
Building *	Path
Building element	Pedestrian alley
Character District	Penthouse level
Civic	Placement
Civic space	Plaza
Configuration	Principal entrance
Cornice	Principal frontage
Curb	Private frontage
Development	Public frontage
Development Plan	Rearyard
Edgeyard	Regulating Plan
Elevation *	Second lot layer
Encroach	Secondary frontage
Encroachment	Setback
Façade	Shopfront
Façade modulation	Short story
First lot layer	Sidewalk
Floor height	Sideyard
Frontage *	Special requirements
Frontage line	Square
Garage	Step frontage
Green	Stoop frontage
Improvement *	Story *
Liner building	Streetscreen
Lot layer	Structure *
Lot width	Third lot layer
Mansard roof	Thoroughfare
Officefront	

*** These terms are defined differently for Section 10.5A60 than for other sections of this Ordinance.**

The City Clerk shall properly alphabetize and/or re-number the ordinance as necessary in accordance with this amendment.

All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon its passage.

APPROVED:

Robert Lister, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Tom Richter, Engineering Technician
DATE: April 1, 2014
SUBJECT: PSNH License Agreement 63-0559

I have reviewed the pole location information provided by PSNH for Petition and Pole License 63-0559.

This request is to license 1 pole on Spinney Road set in conjunction with the Sanderson Fields Subdivision.

The installation of this pole posed no impact to existing City infrastructure. The Public Works Department recommends approval of this license.

Attached is a picture of the pole. Please call with any questions you may have.

cc: Peter Rice, P.E. Director of Public Works
Kelli Barnaby, City Clerk



**Public Service
of New Hampshire**

A Northeast Utilities Company

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

March 27, 2014

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear City Clerk,

Public Service of New Hampshire is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 63-0559 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service of New Hampshire
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PETITION AND POLE LICENSE

PETITION

Manchester, New Hampshire

March 18, 2014

To the City Council of the City of Portsmouth New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 108/5Y located on Spinney Road in the City of Portsmouth.

Northern New England Telephone Operations LLC
d/b/a FairPoint Communications-NNE

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: Jaye S. Lyd

BY: Lisa-Marie Pinkes
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 18th day of March, 2014, that, PUBLIC SERVICE OF NEW HAMPSHIRE and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE No. 63-0559, dated 2/15/2013, attached hereto and made a part hereof.

City of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the City of Portsmouth, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

ADDENDUM PER RSA 231:163

- 1) All licensee(s) and any other entity using and/or occupying property of the City pursuant to a license, lease or other agreement shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.
- 2) All licensee(s) and any other entity using and/or occupying property of the City shall provide for the payment of properly assessed real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the city; and
- 3) Failure of the licensee(s) and any other entity using and/or occupying property of the City to pay duly assessed personal and real taxes when due shall be cause to terminate said agreement by the lessor.

The changes to the licenses, leases and other agreements set forth in the preceding paragraphs shall remain in effect until changed in accordance with the requirements of RSA 231:163.


Approved by City Council:



City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Tom Richter, Engineering Technician 
DATE: April 2, 2014
SUBJECT: PSNH License Agreement 63-0573

I have reviewed the pole location information provided by PSNH for Petition and Pole License 63-0573.

This request is to license an underground electrical system including 90 feet of underground conduit on Vaughan Street and 330 feet of underground conduit on Green Street including MH 9, MH 13, and MH 14 as depicted on the attached pole plan.

The installation of this underground system poses no impact to existing City infrastructure. The Public Works Department recommends approval of this license.

Approximately 150 feet of overhead wires will be eliminated as a part of this upgrade.

Attached are pictures of the site. Please call with any questions you may have.

cc: Peter Rice, P.E. Director of Public Works
Kelli Barnaby, City Clerk



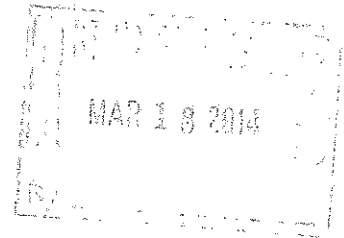
**Public Service
of New Hampshire**

A Northeast Utilities Company

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

March 14, 2014

Office of the City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801



Dear City Clerk,

Public Service of New Hampshire is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find two copies of PSNH Petition and Pole License number 63-0573 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "**Portsmouth**" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service of New Hampshire
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

March 14, 2014

To the City Council of the City of Portsmouth, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), Existing MH9, MH 13, MH14 and 90 FT of URD cable on Vaughan Street from MH 9-MH13 and then 220 FT of URD cable on Green Street from MH 13-MH 14, then 145 FT URD Cable from MH 13 to 255 Vaughan Street and then 120 FT URD from 255 Vaughan Street to MH 14. on Vaughan/Green Streets in the City of Portsmouth.

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: *Lisa Marie Pinkes*
Lisa-Marie Pinkes, PSNH CO Support / Licensing

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 14th day of March, 2014, that, PUBLIC SERVICE OF NEW HAMPSHIRE be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE" No. 63-0573, dated 3/14/2014, attached to and made a part hereof.

Town of Portsmouth, New Hampshire

Town of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Portsmouth, New Hampshire, Book _____, Page _____

Date: _____

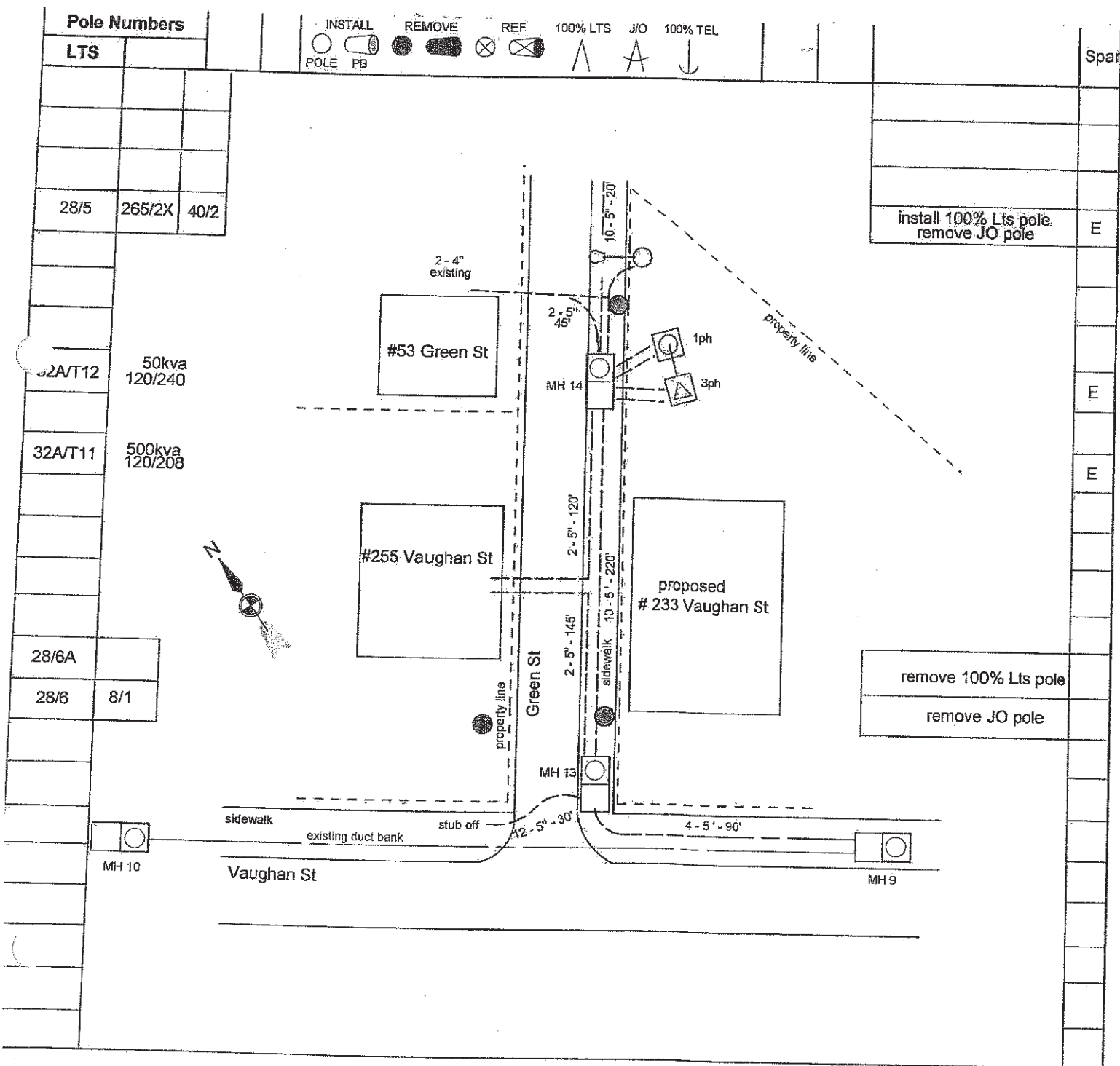
ATTEST: _____

Town Clerk

POLE LOCATION PLAN

DATE 03/14/2014
 MUNICIPALITY: Portsmouth
 STREET / ROAD: Vaughan/Green Streets
 PSNH OFFICE: Portsmouth
 PSNH ENGINEER: Jim Osburn
 TELCO ENGINEER: _____

LICENSE NO. 63-0573
 STATE HWY. DIV. NO. 6
 STATE LICENSE NO. _____
 WORK REQUEST# 2288109
 WORK FINANCIAL # 9P420078
 TELCO PROJECT # _____



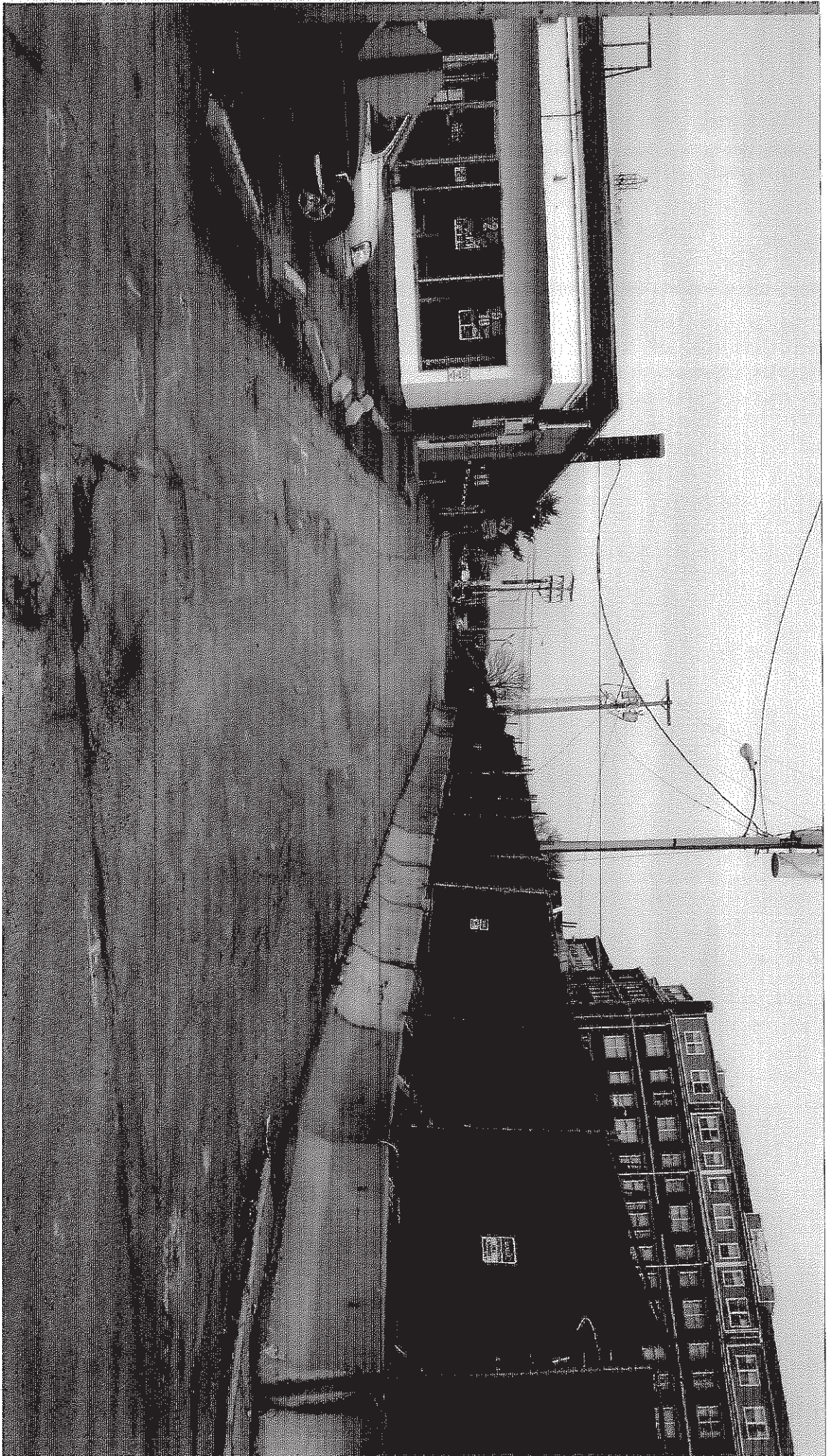
ADDENDUM PER RSA 231:163

- 1) All licensee(s) and any other entity using and/or occupying property of the City pursuant to a license, lease or other agreement shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.
- 2) All licensee(s) and any other entity using and/or occupying property of the City shall provide for the payment of properly assessed real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the city; and
- 3) Failure of the licensee(s) and any other entity using and/or occupying property of the City to pay duly assessed personal and real taxes when due shall be cause to terminate said agreement by the lessor.

The changes to the licenses, leases and other agreements set forth in the preceding paragraphs shall remain in effect until changed in accordance with the requirements of RSA 231:163.

Approved by City Council:









March 25, 2014

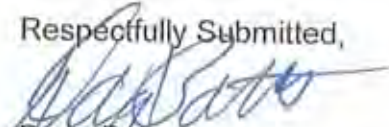
Portsmouth City Council
John Bohenko, City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Re: Portsmouth Challenge

Dear City Manager Bohenko & Portsmouth City Council Members,

The Greater Portsmouth Chamber Commerce hereby requests permission to use property owned by the City of Portsmouth located behind Portsmouth High School for an athletic event. We have secured permission from Superintendent Edward McDonough to use Portsmouth High School property, however it does not meet the requirements of the planned athletic event and therefore we would like to add a portion of City property directly adjacent and behind the PHS property as shown on the attached aerial view. The event is the Portsmouth Challenge which is currently scheduled for Saturday, June 7, 2014 from 9-12 noon. It is a running race with a series of challenges that must be overcome. It is designed to be safe and will be open to anyone 12 or older. It is a fundraiser for the Chamber and one local non profit.

Respectfully Submitted,



Doug Bates
President

Cc: David Allen
Cc: Anne Sharpe



Portsmouth Challenge Route

received

4/4/14

April 3, 2014

Mayor Robert J. Lister
and City Council Members
City of Portsmouth
1 Junkins Ave,
Portsmouth, NH 03801

Cc: John P. Bohenko, City Manager

Re: Requesting permission for Annual Portsmouth Maritime Folk Festival

On behalf of the Portsmouth Maritime Folk Festival (PMFF), a New Hampshire Non Profit Corporation, I am requesting permission to hold the Annual Portsmouth Maritime Folk Festival on September 27th and 28th, 2014.

This event celebrates Portsmouth's maritime history and seafaring traditions, with presentations and performances that are free and open to the public. As we make our own arrangements with city historical venues (Moffatt-Ladd House, Warner House, The Athenaeum, and others) and local pubs and businesses (RiRa, The Rusty Hammer, The Works, and others) we do not require any street closings or police details.

We do request the closure of the three parking spaces immediately in front of the RiRa Pub and Breaking New Grounds (about 22 Market Square) from 12AM until 6PM on September 28th. We have been able to coordinate this same closure with the City in prior years and it has gone very smoothly. We would print the signs and setup the barriers if the city could leave them near the parking spaces the evening before. 5 barriers would be good; one for the street side of each space, and one for the front and rear opening to the set of spaces.

Weather permitting, we do like to have some shanty singing outside, in Market Square and some other areas around town, on the sidewalks, with respect for public access and safety. People seem to like the festive and historic nature of the singing, and it raises awareness for the special indoor events over the course of the weekend.

The schedule, in brief, is:

Saturday, September 27th:

10 AM Shanty singers call the festival to a start in the public sidewalk area facing 22Market Square. This is outside the RiRa Pub which enthusiastically welcomes our presence and provides ample space for performers without hindering pedestrian traffic.

11AM - 2PM Singing and lectures at historic sites, pubs, and restaurants.

Sunday, September 28th:

1 - 4:30 PM Cameo concerts, singarounds, and shanty performance at The Works, the Rusty Hammer, the Portsmouth Athenaeum, Oppenheimer, and outside the RiRa Pub in Market Square.

5:00 PM Festival Close. The performers gather back in front of RiRa at 22 Market Square, with the same provisions with the pub and pedestrian traffic considerations as the day before.

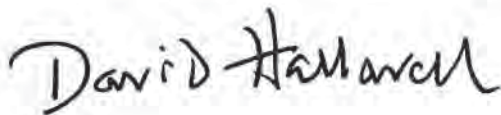
We'd like to use the same 4 wooden 'A-frame' signs that we have been allowed to use in prior years. These are about 24 inches wide by about 60 inches tall, displaying the event schedule near each key venue around the city. We keep these largely on the grass areas off any sidewalks, on each venue's private property as much as possible. Pedestrians would not be inconvenienced or put at risk.

It should be further noted that all of the performers and volunteer staff for this event are experienced professionals having been part of this festival in the past, and numerous similar events. We work with everyone to provide clear guidance on their being good stewards for the maritime festivities and good neighbors to the City.

We sincerely hope that our plans meet with the approval of the City. We'd love be able to invite the Mayor, City Council Members, and the City Manager join us for in a weekend of maritime history, tradition and song.

I will be happy to provide other information or answer any questions.

Thank you for your time and consideration,



David Hallowell
PMFF Board Member

437 Marcy St.
Portsmouth
603-433-9355



Seacoast Area Bicycle Routes

PO Box 765, Portsmouth, NH 03802

www.seacoastbikes.org

MEMORANDUM

APR 10 2014

TO: City of Portsmouth Councilors
FROM: Josh Pierce, Seacoast Area Bicycle Routes
DATE: April 10, 2014
RE: Seacoast Bike/Walk to Work Day

Friday May 16, 2014 will be Bike/Walk to Work Day in the Seacoast. To mark the event, Seacoast Area Bicycle Routes (SABR), the Rockingham Planning Commission, and a range of other businesses and organizations are jointly planning a series of Commuter Breakfasts in the towns of Dover, Durham, Exeter, North Hampton, Portsmouth, Pease Tradeport, Newmarket, Lee and the Stratham Industrial Park.

For the last 11 years SABR has held an alternative commuter breakfast in Market Square on the third Friday of May. For the past six years we have done so at Popovers on Market Square, using their sidewalk permit and relying on Popovers for all of our food and beverages.

The goals of Bike/Walk to Work Day 2013 are to promote bicycling and walking as healthy and safe ways to get to work, decrease traffic congestion, improve air quality, and raise public awareness of opportunities to improve bicycle and pedestrian facilities in the Seacoast.

In 2013 we had a record turnout of bicycle and pedestrian commuters, and we hope to see similar gains this year. We also see the commuter breakfasts as an opportunity for town parks and recreation programs to pass out information on upcoming summer programs, and gather input from cyclists and walkers on bicycle and pedestrian needs.

Requested Action:

On behalf of the coalition of project organizers, SABR respectfully requests that the Portsmouth City Council allow SABR to host a commuter breakfast from 7 – 10 a.m. on Friday, May 16 at Popovers on Market Square. SABR also respectfully requests that the Portsmouth city Council officially recognize May 16 as Bike/Walk to Work Day in Portsmouth.

Sincerely,

Josh Pierce
President

Seacoast Area Bicycle Routes Board of Directors

Josh Pierce
President

Scott Bogle
Secretary

Nicole Vinet
Treasurer

Debra Chase

Andrew Richmond

Rich Matthes

**OFFICE OF THE CITY CLERK
CITY OF PORTSMOUTH, N.H.**

Kelli L. Barnaby, CMC/CNHMC
City Clerk
1 Junkins Avenue
Portsmouth, NH 03801
603-610-7207
Fax: 603-427-1579
Klbarnaby@cityofportsmouth.com

Memo

To: Mayor Robert Lister and City Council
From: Kelli L. Barnaby, City Clerk
Date: April 21, 2014
Re: 2014 Second Omnibus Sidewalk Obstruction Renewals

Please find attached the second listing of 2014 Omnibus sidewalk obstruction renewal applications without changes, submitted thus far and that have met the appropriate insurance and fee requirements.

If you should have any questions, please do not hesitate to contact me directly or via e-mail at klbarnaby@cityofportsmouth.com.


cc: John P. Bohenko, City Manager

2014 Sidewalk Obstruction Renewal Applications - 04/21/2014 Omnibus

<u>Business</u>	<u>LOCATION</u>	<u>FEE</u>	<u>Tables</u>	<u>Chairs</u>	<u>Bench</u>	<u>Planters</u>	<u>Mannequin</u>	<u>Sign</u>	<u>INSURANCE</u>	<u>App Date</u>
Agave Mexican Bistro (Dos)	111 State St.	\$60.00						1	6/4/2014	3/31/2014
Attrezzi	78 Market St. Unit	\$60.00						1	12/18/2014	2/11/2014
Bagel Works	9 Congress St.	\$324.00	4	12					12/26/14	3/14/2014
Black Trumpet Bistro	29 Ceres St.	\$120.00				1		1	3/1/2015	3/31/2014
Bull Moose Music	82-86 Congress St	\$60.00						1	06/01/14	4/4/2014
Denimrack	19 Congress St.	\$60.00						1	10/02/14	4/9/2014
Kitchen on Islington, The	171 Islington St.	\$60.00						1	5/10/2014	3/12/2014
Moe's Italian Sandwiches	22 Daniel St.	\$148.00	2	4					5/25/2014	4/4/2014
Napoli Market	261 South St.	\$208.00	2	4				1	6/14/2015	4/9/2014
Olde Port Properties	26 Congress St.	\$60.00						1	4/1/2015	2/11/2014
Orange Leaf Frozen Yogurt	218 State St.	\$120.00			1			1	11/16/2014	3/13/2014
Poco's	37 Bow St.	\$60.00						1	6/18/2014	2/24/2014
Regency Mortgage Corp.	40 Congress St. 3r	\$60.00						1	3/11/2015	4/4/2014
Sheva Jewelry	16 Market Sq. #2	\$60.00						1	6/10/2014	3/25/2014
Springers Jewelers	100 Market St. Suit	\$60.00						1	3/15/2015	4/2/2014
Starbucks Coffee	One Market Sq.	\$240.00	4	8					10/01/14	3/14/2014
Summer Sessions Surf Shop	15 Vaughan Mall	\$60.00						1	06/15/14	3/24/2014
The Press Room	77 Daniel St.	\$60.00						1	10/17/2014	3/25/2014
Wear House	74 Congress St.	\$60.00					1		7/12/2014	3/19/2014

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: April 17, 2014
To: Honorable Mayor Robert J. Lister and City Council Members
From: John P. Bohenko, City Manager 
Re: City Manager's Comments on April 21, 2014 City Council Agenda

Presentation:

1. **Presentation by Wendy Lull of the Seacoast Science Center.** Wendy Lull, President of the Seacoast Science Center, will make a presentation about the Marine Mammal Stranding Network. The purpose of the presentation is to introduce the Seacoast Science Center's new response effort to the City. Wendy will be presenting an overview of what the new rescue response team does which includes: staffing a 24/7 hotline, providing response to calls about marine mammals, and conducting triage on marine mammals. In addition, a request is being made to install two signs in the City. City staff has discussed locations for signs in the City with Wendy Lull and with the Peirce Island Committee. Two locations have been proposed; one sign would go on the building at the Peirce Island Boat Ramp and one sign would be mounted at the end of the Little Harbor Road right-of-way past the gate down near the water's edge. The Seacoast Science Center is hoping to build good relationships and seek to create open lines of communication with local municipalities regarding this work.

I recommend the City Council move to authorize the City Manager to work with the Seacoast Science Center to install a sign on Peirce Island and a sign at the end of Little Harbor Road.

Items Which Require Action Under Other Sections of the Agenda:

1. **First Reading of Proposed Resolutions and Ordinances.**
 - 1.1 **First Reading for Proposed Amendment to Chapter 7, Article I of the Ordinances Re: Parking and Traffic Safety Committee.** As a result of the April 7th City Council meeting, under Section VIII of the Agenda, I am bringing back for first reading the attached proposed Ordinance amending Chapter 7, Article I, Section 7.103 Parking and Traffic Safety Committee.

As you are aware, the Parking and Traffic Safety Committee recommended this proposed Ordinance amendment in their minutes of February 13, 2014, which the City Council accepted at their meeting of March 3, 2014. This amendment to the Ordinance adds one (1) alternate Committee Member appointed by the Mayor and City Council.

I would recommend the City Council move to pass first reading of the proposed Ordinance amendment, as presented, and schedule a public hearing and second reading at the May 5, 2014 City Council meeting. Action on this matter should take place under Section VIII of the Agenda.

2. **Public Hearing and Adoption of Proposed Resolution.**

- 2.1 **Public Hearing and Adoption of Proposed Borrowing Resolution of up to Four Hundred Thousand Dollars (\$400,000) for the New Franklin School Boiler Replacement and Other Identified Energy Conservation Measures.** As a result of the April 7th City Council meeting, I am bringing back for public hearing and adoption the attached proposed Resolution authorizing the borrowing of up to Four Hundred Thousand Dollars (\$400,000) for the New Franklin School Boiler Replacement and Other Identified Energy Conservation Measures. Attached is a letter from Superintendent of Schools Edward McDonough requesting approval for the borrowing of up to \$400,000 for the New Franklin School Energy Project. Please note that this project has been approved by the School Board. Business Administrator Stephen Bartlett will make a short presentation, regarding this matter.

I recommend that the City Council move to adopt the attached borrowing Resolution in an amount of up to Four Hundred Thousand Dollars (\$400,000) for the New Franklin School Boiler Replacement and Other Identified Energy Conservation Measures, as presented. (Resolutions require two-thirds vote for passage.) Action on this item should take place under Section VIII of the Agenda.

3. **Third and Final Reading of Proposed Resolutions and Ordinances.**

- 3.1 **Third and Final Reading of Proposed Amendments to Chapter 10 – Zoning Ordinance, Inserting a New Article 5A – Character Districts (aka Form-Based Zoning) and further to Adopt the Zoning Map for the Character Districts for the Maps Referenced in Section 10:5A14.10 of Article 5A.** At the March 17th City Council meeting, the Council held a public hearing and second reading on a proposed amendment to the Zoning Ordinance to implement Character-Based Zoning (aka Form-Based Zoning) in the downtown area. As you know, the Planning Department and the City's consultants, Town Planning and Urban Design Collaborative (TPUDC), worked throughout 2013 to develop new "form-based" zoning standards for the historic core of the downtown. These new standards are designed to promote new developments that are more consistent with the downtown's historic character than has resulted under the existing zoning regulations.

The proposed ordinance will add a new Article 5A – Character Districts to the Zoning Ordinance. The development standards in Article 5A are based on the historic design character of downtown Portsmouth and seek to encourage new buildings that fit in well with the surrounding context. The goal of this effort is to ensure that redevelopment and infill projects respect and reinforce the historic character of the downtown.

The Planning Board originally considered these proposed amendments in a public hearing on October 24, 2013, and a special meeting on October 31, 2013, and voted unanimously to recommend that the City Council adopt the new Article 5A, along with several amendments to other sections of the Ordinance. On October 21, 2013, the City Council scheduled first reading on the proposed zoning amendments for November 18, 2013. However, at the November 18th meeting, the Council voted to postpone the ordinance until January 2014, in order to provide for additional review and input.

To provide residents with an opportunity to ask questions about the proposed Character-Based Zoning and to make suggestions for changes, the Planning Department held a public informational drop-in session and forum on January 29, 2014. Both the afternoon drop-in session and the evening forum were well attended and generated much discussion and input.

Based on comments from residents and further internal review, the Planning Department prepared a revised draft of the proposed Character-Based Zoning ordinance. This draft was posted on the Planning Department's website (<http://planportsmouth.com/formbasedzoning.html>) and reviewed in a public hearing at the Planning Board's February 20th meeting. As a result of the public hearing, the Planning Board voted to make several additional revisions to the proposed ordinance, and voted unanimously to recommend that the City Council enact the proposed ordinance as amended.

The City Council held a first reading on the proposed Character-Based Zoning on March 3, 2014, and a public hearing and second reading on March 17, 2014. At the second reading, it was recommended that Sections 10.5A21.21 and 10.5A21.22 of the proposed Ordinance be amended to clarify the intent, and the Planning Department has drafted these amendments as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded** and underlined; remaining language unchanged from existing):

(1) Amend Section 10.5A21.21 as follows:

10.5A21.21 Specific Building Height Requirement Areas

As designated on Map 10/5A21B, assignments for specific building heights require a building to have no more than the designated

maximum number of stories or the maximum height in feet **and no less than the designated minimum number of stories.**

(2) Amend Section 10.5A21.22 as follows:

10.5A21.22 Specific Shopfront, Officefront, Step and Frontage Buildout and Special Use Requirement Areas

As designated on Map 10.5A21C:

(a) Assignments for shopfront, officefront or step frontage require that a building be provided with a shopfront, officefront or step frontage at the sidewalk level along the entire length of its private frontage.

~~(b) Designations for frontage building percentage require that a building occupy no more than 50% of the frontage of the lot, wood siding shall be used for the exterior of the building and special uses apply to some properties along the waterfront area.~~

(b) For designated properties along the waterfront, buildings shall occupy no more than 50% of the frontage of the lot, and shall have a wood-sided appearance.

(c) Special uses apply to some **designated** properties along the waterfront area.

At the City Council meeting on April 7, 2014, several Councilors indicated that they would like to propose additional amendments to the proposed Character-Based Zoning Ordinance. In order to allow for drafting and review of such amendments by the Legal and Planning Departments, the Council voted to postpone Third Reading on the Ordinance to the April 21st City Council meeting. Subsequently, proposed amendments were submitted by Councilors Thorsen and Morgan, and City staff have drafted appropriate motions to implement these amendments. Councilor Thorsen's proposed amendments are as follows:

(3) Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the designations for the lots on Congress Street between the east side of Fleet Street and the west side of High Street / Church Street from 2-4 stories (short 5th) / 60' [magenta] to 2-3 stories (short 4th) / 50' [orange].

(4) Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the designations for the lots at the northwest

and southwest corners of Congress Street and Fleet Street from 2-4 stories (short 5th) / 60' [magenta] to 2-3 stories / 45' [green].

- (5) Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the double asterisk note as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded** and underlined; remaining language unchanged from existing):

~~** In instances of consolidation of two or more lots that cause the new lot to fall within~~ **When a lot is assigned to** more than one building Height Requirement **Area**, the lot shall be permitted to **may** use **the assigned height requirements as shown on the map or may use the** ~~higher~~ **lower** height requirement **for all portions of the lot, except that a through lot shall be required to meet the assigned building height requirements on each street frontage.**

Attached is an exhibit showing the intent of the map changes described in Councilor Thorsen's amendments (3) and (4).

Councilor Morgan's proposed amendment is as follows:

- (6) Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the double asterisk note as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded** and underlined; remaining language unchanged from existing):

~~** In instances of consolidation of two or more lots that cause the new lot to fall within more than one building height requirement, the lot shall be permitted to use the~~ ~~higher~~ **lower** height requirement.

Councilor Morgan's proposed amendment is similar to Councilor Thorsen's third amendment, without the last phrase. Therefore, if Councilor Thorsen's proposed amendment (5) above is adopted, the Council will not need to act on Councilor Morgan's proposal.

In order to make any of the above amendments the City Council needs to suspend the rules to allow amendments to be made at third reading. There should be a single action to suspend the rules, requiring a two-thirds vote. After the suspension of rules, each of the proposed amendments should be voted on individually.

The revised proposed ordinance as passed at second reading on March 17, 2014 (but not including any of the aforementioned proposed amendments) is attached (dated April 7, 2014).

Action required by the City Council:

- 1) *Suspend the rules to allow for amendments to the proposed ordinance;*
- 2) *The City Council has the option to adopt any of the 6 amendments in the City Manager's comments on a case by case basis which requires separate motions:*

- (1) *Amend Section 10.5A21.21 as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded** and underlined; remaining language unchanged from existing):*

10.5A21.21 Specific Building Height Requirement Areas

As designated on Map 10/5A21B, assignments for specific building heights require a building to have no more than the designated maximum number of stories or the maximum height in feet **and no less than the designated minimum number of stories.**

- (2) *Amend Section 10.5A21.22 as follows:*

10.5A21.22 Specific Shopfront, Officefront, Step and Frontage Buildout and Special Use Requirement Areas

As designated on Map 10.5A21C:

- (a) Assignments for shopfront, officefront or step frontage require that a building be provided with a shopfront, officefront or step frontage at the sidewalk level along the entire length of its private frontage.

- ~~(b) Designations for frontage building percentage require that a building occupy no more than 50% of the frontage of the lot, wood siding shall be used for the exterior of the building and special uses apply to some properties along the waterfront area.~~

- (b) For designated properties along the waterfront, buildings shall occupy no more than 50% of the frontage of the lot, and shall have a wood-sided appearance.**

- (c) Special uses apply to some **designated** properties along the waterfront area.

- (3) *Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the designations for the lots on Congress*

Street between the east side of Fleet Street and the west side of High Street / Church Street from 2-4 stories (short 5th) / 60' [magenta] to 2-3 stories (short 4th) / 50' [orange].

- (4) *Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the designations for the lots at the northwest and southwest corners of Congress Street and Fleet Street from 2-4 stories (short 5th) / 60' [magenta] to 2-3 stories / 45' [green].*
- (5) *Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the double asterisk note as follows (deletions from existing language ~~striken~~; additions to existing language **bolded and underlined**; remaining language unchanged from existing):*

**** In instances of consolidation of two or more lots that cause the new lot to fall within When a lot is assigned to more than one building Height Requirement Area, the lot shall be permitted to may use the assigned height requirements as shown on the map or may use the higher lower height requirement for all portions of the lot, except that a through lot shall be required to meet the assigned building height requirements on each street frontage.**

- (6) *Amend Map 10.5A21B – Special Requirements: Specific Building Height Requirement Areas by changing the double asterisk note as follows (deletions from existing language ~~striken~~; additions to existing language **bolded and underlined**; remaining language unchanged from existing):*

**** In instances of consolidation of two or more lots that cause the new lot to fall within more than one building height requirement, the lot shall be permitted to use the ~~higher~~ **lower** height requirement.**

[NOTE: Amendment (6) should not be acted on if amendment (5) is adopted.]

- 3) *Move to pass third and final reading of the proposed Ordinance, as amended.*

Action on this item should take place under Section VIII of the Agenda.

3.2 **Third and Final Reading of Proposed Amendments to Chapter 10 – Zoning Ordinance, Miscellaneous Conforming Amendments.** At its meeting on March 17th, the City Council held a public hearing and second reading passed on the attached ordinance which includes a set of proposed amendments to the Zoning Ordinance that will be required if the Council votes to adopt the proposed Article 5A – Character Districts. These “conforming amendments” to other sections of the Zoning Ordinance would make the following changes:

- Add references to the new Character Districts in the listing of Zoning Districts (Sec. 10.410), the description of the Downtown Overlay District (Sec. 10.641.10) and the listing of Sign Districts (Sec. 10.1230);
- Incorporate into the Zoning Map, by reference, the Regulating Plan maps, along with two other maps that describe areas subject to special zoning regulations;
- Add a cross-reference in Article 15 to definitions in the new Article 5A.

The proposed “conforming amendments” also include several substantive changes to the off-street parking provisions of the Downtown Overlay District: parking setbacks from certain streets are reduced from 30 feet to 24 feet, the list of such streets is expanded, and the setback requirement is changed to apply only to above-ground parking areas (i.e., off-street parking in basement levels would not have to be set back from the street).

The Planning Board originally considered these proposed amendments in a public hearing on October 24, 2013, and a special meeting on October 31, 2013, and voted unanimously to recommend that these amendments be enacted. Following the public informational forum on January 29, 2014, the Planning Department drafted several additional amendments, and the Planning Board held another public hearing on the amended proposed ordinance on February 20, 2014. After closing the public hearing, the Planning Board voted unanimously to recommend that the revised amendments be enacted.

I recommend the City Council move to pass third and final reading of the proposed Ordinance, as presented. Action on this item should take place under Section VIII of the Agenda.

City Manager's Items Which Require Action:

1. **Interim Senior Programming Space.** On March 17, 2014 the City Council voted to authorize the City Manager to enter into negotiations with the Mark Wentworth Home and/or the Foundation for Seacoast Health for an interim senior programming space at the Community Campus, 100 Campus Drive. This action was in follow-up to a recommendation from the Senior Subcommittee of the Recreation Board to move forward with the interim space as recommended by the Blue Ribbon Senior Committee Report.

Since that time, City staff has worked with representatives from both the Mark Wentworth Home and the Foundation and have arrived at a draft sub-lease agreement (see attached). A summary of key sub-lease terms is below:

- The sub-lease will be between the City of Portsmouth and the Mark Wentworth Home.
- The Recreation Department/Senior Services will operate an interim senior programming space.
- The Mark Wentworth Home agrees to continue to pay rent for the space through the remainder of the lease term which runs through October 19, 2015. This includes utilities and maintenance service.
- The City will be a tenant of the Foundation for Seacoast Health and have access to the Campus amenities.

At present, we are still on track to proceed with a soft opening starting May 6 that offers a 3-day per week schedule followed by the grand opening in July with a 5-day per week schedule.

I recommend the City Council move to authorize the City Manager to enter into an agreement with the Mark Wentworth Home and the Foundation for Seacoast Health for an interim senior programming space at the Community Campus.

2. **Proposed Additional Areas to Implement Character-Based Zoning (Form-Based Zoning).** As requested by the City Council, staff considered extending the form-based zoning study to additional areas around the periphery of the downtown. At that time, the Planning Department identified three potential areas for study, shown on the attached map and described as follows:

1. The "Northern Tier" area between the railroad tracks and North Mill Pond, currently zoned Central Business A, containing about 15 acres and 15 existing parcels;
2. A small area on the opposite side of the Maplewood Avenue bridge, currently zoned Mixed Residence Office, containing about 3 acres and 16 parcels; and
3. A corridor along Islington Street with expanded areas at the north end (Hanover and Hill Streets) and the south end (Brewery Lane, Chevrolet Ave., Plaza 800 and the Button

Factory area), with various Business, Mixed Residential and Residential zoning designations. This area encompasses about 73 acres and contains 140 parcels.

The Planning Department requested the City's current consultants for the Character-Based Zoning ordinance, Town Planning and Urban Design Collaborative (TPUDC), to submit a proposal for conducting the planning study and preparing form-based zoning standards for these three areas.

In order to allow for an efficient planning process and comprehensive outcome, TPUDC recommended that the public input process and work product for all three areas be conducted as one project. The project would be similar to the initial study, except that TPUDC would be completely responsible for survey work and would run a longer charrette, reflecting the broader scope of the expanded study. TPUDC has proposed to complete the planning and zoning services for these three areas for a fee of approximately \$100,000 including expenses.

It would be appropriate to embark on a planning study of these additional areas once Character-Based Zoning is enacted in the initial downtown study area. Therefore, I recommend that the City Council authorize the City Manager to expend \$50,000 from contingency and \$50,000 from the Urban Development Action Grant to implement Character-Based Zoning in the three areas identified on the attached map.

I recommend the City Council move to authorize the City Manager to expend \$50,000 from contingency and \$50,000 from the Urban Development Action Grant for the program.

3. **Involuntarily Merged Lots Re: 194 Wibird Street.** Attached is a memorandum from Rick Taintor, Planning Director, regarding a request from Brian Shannon for restoration of involuntarily merged lots at 194 Wibird Street under RSA 674:39-aa. Also attached is a copy of the original letter from Attorney Christopher Mulligan, regarding this matter.

Action on this matter is required.

Informational Items:

1. **Presentation and Discussion with Cynthia Scarano, Executive Vice President of Pan Am Railways.** At the April 7th City Council meeting, the City Council requested that I ask Cynthia Scarano, Executive Vice President of Pan Am Railways to attend the May 5, 2014 City Council meeting to discuss railroad issues in the City of Portsmouth.

I have been advised that the Newington Planning Board at their last meeting established a date of May 5, 2014 to discuss the Sea-3 Project, which conflicts with the Portsmouth City Council meeting. Cynthia Scarano needs to be at the meeting of May 5th in Newington but advised me she will be available for the May 19, 2014 City Council meeting.

2. **Reminder Re: FY15 Budget Schedule.** Just a reminder of the following key budget dates for the FY15 Budget:

- 1) On or about May 1st, I will have the FY15 Budget delivered to you.
- 2) Saturday, May 10th from 8:00 a.m. to 2:30 p.m., in the Levenson Room, at the Library – An “All Day” Work Session with Departments (e.g., Police, Fire, Schools and General Government). Agenda to follow.
- 3) Monday, May 12th at 7:00 p.m., City Council Chambers – Budget Public Hearing.
- 4) Wednesday, May 14th at 6:30 p.m., City Council Chambers – Review of Water/Sewer Budget.
- 5) Tuesday, May 27th at 6:30 p.m., City Council Chambers – An additional work session for the final budget review.
- 6) Monday, June 2nd at 7:00 p.m., City Council Chambers – Proposed Adoption of FY15 Budget.

The goal is to get the FY15 Budget adopted at your June 2nd meeting. Just a reminder that the City Council has until the end of June in accordance with the Charter to adopt the budget. If the City Council needs more time, other meetings can be scheduled, if deemed appropriate by the Mayor, keeping in mind that the budget needs to be adopted by June 30th.

3. **Report Back Re: Various Proposed Zoning Ordinance Amendments.** Attached is a memorandum from Rick Taintor, Planning Director, regarding various proposed Zoning Ordinance amendments.
4. **Update on Isles of Shoals Employee Parking Program.** Attached is a memorandum from Mark Nelson, Director of Parking & Transportation, regarding an update on the Isles of Shoals Employee Parking Program.
5. **Strategic Marketing Plan for Downtown Parking Shuttle.** Attached is a memorandum from Juliet Walker, Transportation Planner, regarding a strategic marketing plan for a downtown parking shuttle.
6. **Events Listing.** For your information, attached is a copy of the Events Listing updated after the last City Council meeting on April 7, 2014. In addition, this can be found on the City's website.

FOUNDATION for Seacoast Health

Trustees

Daniel C. Hoefle
Chair

Timothy J. Connors
Vice Chair

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Amy Schwartz

Sharon R. Weston

Stephen H. Witt

Executive Staff

Debra S. Grabowski
Executive Director

Kathleen M. Taylor
Finance Director

Noreen M. Hodgdon
Executive Assistant

100 Campus Drive, Suite 1
Portsmouth, NH 03801
Tel. (603) 422-8200 • Fax (603) 422-8207
E-mail: ffsh@communitycampus.org
www.ffsh.org

April 10, 2014

VIA E-MAIL

Robert P. Sullivan, City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 08301

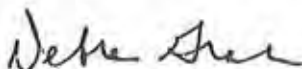
RE: Foundation for Seacoast Health Community Campus Sublease Agreement
Between the Mark Wentworth Home and the City of Portsmouth

Dear Attorney Sullivan,

I have reviewed the Certificates of Coverage you provided to Attorney Angela Martin. The coverage, as listed, meets the insurance requirements referenced in Article 9 of the sublease agreement and detailed in Article 22 of the Master Lease.

Please let me know if you need any additional information.

Sincerely,



Debra Grabowski R.N.
Executive Director
Foundation for Seacoast Health
100 Campus Drive Ste 1
Portsmouth, NH 03801

cc: Angela B. Martin, Esq.

**FOUNDATION FOR SEACOAST HEALTH
COMMUNITY CAMPUS SUBLEASE AGREEMENT**

This Foundation for Seacoast Health Community Campus Sublease Agreement (the "Sublease Agreement") is made effective as of this _____ day of _____, 2014 by and between **The Mark Wentworth Home** ("Sublessor") and **The City of Portsmouth** ("Sublessee") as follows:

WHEREAS, Sublessor and the Foundation for Seacoast Health ("FSH") have entered into a certain Lease Agreement dated as of October 17, 2012 (hereinafter referred to as the "Master Lease"), a copy of which is attached to this Agreement as Exhibit B and incorporated herein by reference, and

WHEREAS, Sublessor has the exclusive use of Two Thousand Three Hundred Forty-nine (2,349) square feet of commercial space (the "Leased Premises") and has the right, in common with others, to use the Common Area (as defined in the Master Lease), all of which property is owned by FSH and shall remain subject to the terms and conditions contained in the Master Lease, and

WHEREAS, Sublessor and Sublessee have agreed to enter into this Sublease Agreement whereby Sublessor shall sublet to Sublessee [Two Thousand Two Hundred eighty-one (2,281) square feet of the Leased Premises and the Common Area pursuant to the terms hereof. The "Subleased Premises" are the highlighted area shown on Exhibit A hereto.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sublessor and Sublessee agree as follows:

Article 1 - Leased Premises

1.1 Sublessor hereby demises and sublets to Sublessee, and Sublessee hereby leases and takes from Sublessor, for the term and on the conditions hereinafter set forth, the Subleased Premises, or such portion thereof as Sublessor and Sublessee shall mutually agree, and the Common Area as described and defined in the Master Lease

1.2 Sublessee acknowledges and agrees that FSH has the authority to control the timing and extent to which Sublessor and Sublessee may use the Subleased Premises and the Common Area based upon FSH's policies, procedures and practices.

Article 2 - Condition of Subleased Premises

2.1 Sublessee acknowledges that it has inspected the Subleased Premises and that the same are accepted by Sublessee in its present "AS IS" condition.

2.2 Sublessee shall use the Subleased Premises solely for the purposes set forth in Article 5

hereof and in compliance with the conditions set forth in Article 5 hereof.

Article 3 - Term

3.1 This Sublease Agreement shall commence as of the date hereof and shall continue until October 19, 2015 (the "Initial Term").

3.2 The Foundation recognizes that the City intends to use the rental space for senior programs on a temporary basis only until the former Doble Center on Cottage Street is available for the City's use for Senior Center purposes. If the Doble Center is not ready for the City's programs by October 19th, the Foundation agrees to extend the Sublease on a month to month basis at the monthly rent listed above for up to an additional six months provided that the City gives the Foundation at least sixty (60) days notice of its desire to extend the lease for an additional period of up to six (6) months. Because the Foundation is trying to balance the needs of its existing non-profit tenants, while accommodating the needs of the City, any further extension of the lease shall only occur after a further request from the City and at the sole discretion of the Foundation after a vote of its Board of Directors.

Article 4 - Base Rent

4.1 Sublessee shall pay Sublessor the sum of \$1.00 on the commencement date of this Sublease as its total expenditure for rent during the Initial Term.

4.2 At no time shall Sublessor collect an amount from Sublessee which is greater than the Base Rent or Additional Rent as set forth and calculated pursuant to the terms of the Master Lease.

4.3 Sublessor shall remain fully and primarily liable for all of obligations under the Master Lease, as a principal and not as a surety, during the remainder of the term of the Master Lease (or any renewals thereof) or for such longer period as Sublessee shall occupy the Subleased Premises.

Article 5 - Use of the Premises

5.1 Sublessee may use the Subleased Premises exclusively as an 'interim' home for senior center programs. Sublessee shall not use the Subleased Premises for any other purpose unless authorized in writing by FSH and Sublessor.

5.2 All licenses, permits and other governmental approvals of any kind or nature whatsoever necessary or expedient to the operation of Sublessee's business in the Subleased Premises shall be the sole responsibility of Sublessee, and that this Sublease Agreement is not contingent upon the receipt of any or all such licenses, permits or approvals. Sublessor agrees to cooperate in good faith with Sublessee with regard to the making and prosecution of applications for any such license, permit or approval.

5.3 Given the nature of the program being conducted and taking into consideration the well-being of the seniors participating in and relying on such programs, Sublessee shall be solely responsible to have the Subleased Premises adequately staffed with employees of Sublessee whenever the Subleased Premises are open for activities.

Article 6 - No Assignment or Subleasing

6.1 Sublessee shall not assign or sublease in any manner the Subleased Premises and shall be subject to the restrictions on assignment as set forth in the Master Lease.

Article 7 - Liability and General Indemnification by Sublessee

7.1 Sublessee shall indemnify, defend and hold harmless Sublessor and FSH against and from any and all claims, actions, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) as a result of the action and/or inaction of Sublessee or any of Sublessee's employees, servants, licensees, visitors, contractors, representatives, agents, invitees and clients including, but not limited to, matters resulting or arising as follows:

- (1) from Sublessee's use and/or occupancy of the Subleased Premises, Common Area and any other property owned by FSH;
- (2) from any condition of the Subleased Premises;
- (3) from any breach or default on the part of Sublessee in the performance of any covenant or agreement on the part of it to be performed pursuant to the terms of this Sublease Agreement or the Master Lease, or from any act or omission of Sublessee, or any of Sublessee's representatives, visitors, clients, agents, contractors, servants, employees, licensees or invitees; or
- (4) from any accident, injury, loss or damage whatsoever caused to any person or property occurring during the term of this Sublease Agreement, on or about the Subleased Premises, the Common Area or the property owned by FSH.

Article 8 - Rules and Regulations

8.1 Sublessee agrees that it and its employees, representatives, servants, contractors, agents, visitors, invitees, clients and licensees shall observe faithfully and comply with any and all Rules and Regulations pertaining to the Subleased Premises, Common Areas and the property owned by FSH, whether those Rules and Regulations are adopted by the Sublessor or FSH. Sublessor and FSH may make, amend, or change these Rules and Regulations in the future.

Article 9 - Sublessee's Insurance

9.1 Sublessee shall obtain such insurance as is required of Sublessor pursuant to the terms of the Master Lease.

9.2 Sublessee shall cause Sublessor and FSH to be listed as additional insureds on Sublessee's insurance, which must be approved in advance by FSH. Failure to provide evidence of insurance and the foregoing requirement shall cause an automatic default of this Sublease Agreement.

Article 10 - Access to Subleased Premises and Building

10.1 Sublessor and FSH or its representatives shall have free access to the Subleased Premises at all times in cases of emergency and at reasonable intervals during normal business hours for the purpose of inspection, or for the purpose of making repairs; provided, that (with the exception of emergency situations) Sublessor and FSH shall not unreasonably interfere with Sublessee's business.

Article 12 – Master Lease

12.1 This Sublease Agreement is at all times and for all purposes subject and subordinate to the Master Lease. Except as may be inconsistent with the terms hereof, all of the terms, covenants and conditions in the Master Lease shall be applicable to this Sublease Agreement with the same force and effect as if Sublessor were the lessor under the Master Lease and Sublessee were the lessee thereunder; and in case of any breach hereof by Sublessee, Sublessor shall have all the rights against Sublessee as would be available to the lessor against the lessee under the Master Lease if such breach were by the lessee thereunder.

12.2 Sublessee represents that it has read and is familiar with the terms of the Master Lease, and covenants and agrees that by executing this Sublease Agreement it assumes all of the duties and obligations of Sublessor thereunder not inconsistent herewith.

12.3 Sublessee agrees that it will not, during the term of this Sublease Agreement, or during any renewal period, violate any of the terms or conditions of the Master Lease. Sublessee further agrees that in the event the Master Lease is terminated for any reason beyond the control of Sublessor or Sublessee before the expiration of the term of this Sublease Agreement, then this Sublease Agreement and all of the rights and obligations of the parties hereto shall also terminate with the aforesaid Master Lease.

12.4 Sublessor agrees to execute all documents and to take all necessary actions required to keep the Master Lease in full force and effect.

12.5 Should Sublessor default upon its obligations to FSH under the Master Lease, Sublessee shall, upon prior written notice to Sublessor, be entitled to cure any such default by payment or performance directly to Lessor under the Master Lease.

Article 13 - Warranties and Representations of Sublessee

13.1 Sublessee warrants and represents that Sublessee's negotiation, execution and delivery of this Sublease Agreement does not violate any of its contracts, agreements, leases or any other

arrangements of any nature whatsoever that Sublessee has with any third parties.

13.2 Sublessee represents and warrants to Sublessor that Sublessee is a municipal corporation duly organized, validly existing under the laws of the State of New Hampshire.

Article 14 - Succession

14.1 This Sublease is binding upon and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

Article 15 - Miscellaneous

15.1 In all cases the language of this Sublease Agreement shall be construed simply, according to its fair meaning and not strictly for or against Sublessor or Sublessee.

15.2 The section headings contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any substantive part of this instrument.

15.3 In any action or proceeding which either party may take to enforce such party's rights hereunder, whether prior to or after breach or termination, or to which such party may be made a party because of any matters arising or growing out of this Sublease Agreement, and due to the act or default of the other, the party whose act or default caused the other party, without fault to become involved in such litigation, or who shall be defeated in such litigation, agrees to pay all costs incurred by the winning or other party therein, including reasonable attorneys' fees.

15.4 The individual executing this Sublease Agreement on behalf of Sublessee represents and warrants that he or she is duly authorized to execute and deliver this Sublease Agreement on behalf of said entity, and that this Sublease Agreement is binding and enforceable upon said entity in accordance with its terms.

15.5 The Sublease Agreement covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning the Subleased Premises, Common Areas and all preliminary negotiations and agreements of every kind or nature, whatsoever with respect to the Subleased Premises; and no other person, firm or corporation has at any time had any authority from Sublessor to make any representations or promises on behalf of Sublessor, and Sublessee expressly agrees that if any such representations or promises have been made by Sublessor or others, Sublessee hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law, or custom to the contrary notwithstanding.

15.6 No provision of this Sublease Agreement may be modified, amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest dated of subsequent date hereto and specifically referring to this Section 15.6. Sublessee acknowledges that it has read this section and understands it to be a waiver of any right to rely on any representations or agreements not expressly set forth in this Sublease Agreement.

15.7 Subject to the provisions hereof, this Sublease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and wherever a reference in this Sublease Agreement is made to either of the parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such party, as if in every case so expressed.

15.8 Nothing contained in this Sublease Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Sublessor and Sublessee, and neither the method of computation of rent nor any other provision contained in this Sublease nor any acts of the parties hereto shall be deemed to create any relationship between Sublessor and Sublessee other than the relationship of sublessor and sublessee.

15.9 This Sublease shall be governed, construed and enforced in accordance with the laws of the State of New Hampshire.

15.10 Any actions or proceedings with respect to any matters arising under or growing out of this Sublease shall be instituted and prosecuted only in courts located in the State of New Hampshire.

15.11 Neither Sublessor nor Sublessee shall do or permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in FSH under the Master Lease, and Sublessor and Sublessee shall indemnify and hold each other harmless from and against all claims of any kind whatsoever by reason of which the Master Lease may be terminated or forfeited.

15.12 If any provision or any part of a provision contained in this Sublease Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Sublease Agreement, but this Sublease Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement as of the day and year first above written.

The Mark Wentworth Home, Sublessor

Witness

By: _____
Its Duly Authorized _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ___ day of _____, 201 __, by _____ (Name), _____ (Title), of _____, a New Hampshire corporation/limited liability company, on behalf of said corporation/limited liability company.

Notary Public
My Commission Expires:

The City of Portsmouth, Sublessee

Witness

By: _____
Its Duly Authorized _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ___ day of _____, 201 __, by _____ (Name), _____ (Title), of _____, a New Hampshire corporation/limited liability company, on behalf of said corporation/limited liability company.

Notary Public
My Commission Expires:

EXHIBIT B

See attached Master Lease