

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, OCTOBER 20, 2014 TIME: 7:00PM

AGENDA

- I. CALL TO ORDER (7:00 P.M.)
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE

PROCLAMATION

- 1. Seacoast Food Pantry – National Hunger Awareness Month – Deb Anthony

PRESENTATION

- 1. Update on African Burying Ground – Joining Councilor Dwyer in this update will be Anna Nuttal, Visual Arts Teacher at Portsmouth Middle School and African Burying Ground Artist and Sculptor Jerome Meadows

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

- VI. PUBLIC COMMENT SESSION

- VII. PUBLIC HEARINGS

- A. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, SECTION 10.202, TABLE OF USES – RESIDENTIAL MIXED RESIDENTIAL, BUSINESS AND INDUSTRIAL DISTRICTS, BY CHANGING USE #1.30 (TOWNHOUSE) AND USE #1.41 (MULTIFAMILY DWELLING, 3 OR 4 DWELLING UNITS) FROM “P” (PERMITTED) TO “S” (SPECIAL EXCEPTION) IN THE GENERAL RESIDENCE A AND B (GRA & GRB) DISTRICTS
- B. ORDINANCE AMENDING CHAPTER 7, ARTICLE II, SECTION 7.213 – FEES AND TERMS FOR MEDALLIONS/LICENSES

- VIII. APPROVAL OF GRANTS/DONATIONS

(There are no items on under this section on the Agenda)

- IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. First Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.901: - Conflict of Interest of the Administrative Code ***(Sample motion – move to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the November 17, 2014 City Council meeting)***

- B. Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.202, Table of Uses – Residential Mixed Residential, Business and Industrial Districts, by changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA & GRB) Districts ***(Sample motion – move to pass second reading and schedule third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting)***
- C. Second Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses ***(Sample motion – move to pass second reading and schedule third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting, as presented)***

X. CONSENT AGENDA

A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA

- A. Letter from Emily Christian, National Multiple Sclerosis Society requesting to hold the 2015 Walk MS Portsmouth on Saturday, April 18, 2015 from 10:00 a.m. to 2:00 p.m. ***(Anticipated action – move to refer to the City Manager with power)***
- B. *Acceptance of Donation to Art-Speak
 - Cathy Sununu - \$100.00***(Anticipated action – move to approve the accept the donation to Art-Speak, as listed)***
- C. Letter from Lt. Shannon Jones, The Salvation Army, requesting permission to place “Christmas Kettles” in Market Square beginning November 13, 2014 through December 24, 2014 ***(Anticipated action – move to refer to the City Manager with power)***

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Jane Zill, Joe Onosko, and Diane Connors regarding citizen concern relative to the Goodwin/Webber estate case
- B. Letter and Petition from Friends of Sheafe Street Neighborhood Association requesting that the Sheafe Street repair project be definitively scheduled
- C. Letter from 22 Owners/Residents of Broad Street and Pinehurst Road regarding Ordinance Amending Chapter 10 – Zoning Ordinance, Section 10.440, Table of Uses Residential Mixed Residential, Business and Industrial Districts, by changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA & GRB) Districts

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

Items Which Require Action Under Other Sections of the Agenda

1. First Reading of Proposed Resolutions and Ordinances:
 - 1.1 First Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses (***Action on this item to take place under Section IX of the Agenda***)
2. Public Hearing/Second Reading of Resolutions and Ordinances:
 - 2.1 Public Hearing/Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.202, Table of Uses – Residential Mixed Residential, Business and Industrial Districts, by changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA & GRB) Districts (***Action on this item to take place under Section IX of the Agenda***)
 - 2.2 Public Hearing/ Second Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses (***Action on this item to take place under Section IX of the Agenda***)

City Manager’s Items Which Require Action:

1. Request for Approval of Amendment to Wright Avenue LLC License Agreement (*Tabled from the October 6, 2014 City Council meeting*)
2. Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Supervisory Management Association
3. Proposed Request to Proceed with Life Cycle Cost Estimates for Pease Wastewater Treatment Facility Alternative

Informational items

1. Events Listing
2. Update on Ebola Virus Disease Preparedness and Enterovirus D68

B. MAYOR LISTER

1. 2015 Draft Schedule of City Council Meetings and Work Sessions (*See attached 2015 Calendar*)

2. Draft Letter to be sent to the Regional Working Group Re: Helicopter Regulation: (See *attached letter*)
 - Greenland
 - Stratham
 - Newington
 - Rye
 - New Castle
 - Durham
 - Kittery
3. Establishment of Joint Budget Committee (See *attached*)
4. Letter from John F. Golumb, Chairman of Portsmouth Police Commission Re: Public Allegations on Police Morale (See *attached letter*)

C. ASSISTANT MAYOR SPLAINE

1. ***“Non-Meetings” vs. “Non-Public Sessions:” (Sample motion – move that the Portsmouth City Council agrees “non-meetings” will be held only when absolutely necessary in order to discuss ‘strategy or negotiations with respect to collective bargaining’ or ‘consultation with legal counsel,’ and that when they are held the purpose of the non-meeting will be publicly disclosed, discussion will be limited to that topic, there will be a public roll-call vote, and a record will be kept of when the non-meeting begins, ends, and who is in attendance)***

D. COUNCILOR SHAHEEN

1. *Maintenance Planning

E. COUNCILOR MORGAN

1. City Ordinance for Helicopters (See attached) (***Sample motion – move to request the City Attorney to draft a Zoning Ordinance regulating Helipads, restricting its use to medical emergency transfers and to emergency public safety operations by credentialed governmental authorities, local, state and/or federal. The ordinance should include language to specify storage, maintenance and fueling of helicopters are permitted at Pease International Airport only.***)
2. EDC – Updating the composition of the Economic Development Committee (See attached)
3. *Request for Additional Council Meeting in November

F. COUNCILOR SPEAR

1. Parking Revenue Options (See attached) (***Sample motion – move the Council asks that the JBC consider the Parking Revenue options presented at the Retreat***)

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT [AT 10:00PM OR EARLIER]

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

**Indicates Verbal Report*

INFORMATIONAL ITEMS

1. Notification from the Historic District Commission that the minutes of the September 3, 2014, September 10, 2014 and September 17, 2014 meetings are available on the city website

NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.

The Council Chambers
City Hall
Portsmouth, New Hampshire

A Proclamation

Whereas:

1 in 9 people in New Hampshire are at risk of going hungry in New Hampshire including 44,000 children. During National Hunger Awareness Month, let us commit ourselves to bringing change to the lives of those who suffer from hunger and to preserving the resources we all need in the years ahead; and

Whereas:

The Seacoast Family Food Bank in partnership with the NH Food Bank work daily to stamp out hunger in our community and is a non-profit organization formed in Portsmouth in the year 1816 to provide emergency food and relief to people in desperate need. Since its formation the Seacoast Family Food Bank has continued to provide service including over a quarter of a million meals last year; and

Whereas:

The mission of Seacoast Family Food Bank is to fulfill the need of low income families, children and the elderly with food and personal care items while providing education for healthier living to ensure proper nourishment; and

Whereas:

During the school year needy children qualify for a free and reduced cost breakfast and lunch program which guarantees one healthy meal a day. During the summer these children lack proper nourishment; and

Whereas:

To recognize National Hunger Awareness Month, the Seacoast Family Food Pantry began continued a SummerMeals4Kids Program serving over 14, 000 meals to children who referred these families to our program. Over 145 children for 9 weeks participated this summer of 2014; and;

Whereas:

Every year over 7,500 local citizens receive groceries that allow them to prepare well balanced meals ensuring that each member of the family receives proper nutrition.

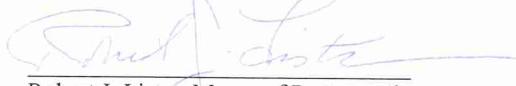
Now, therefore, I, Robert J. Lister, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim the month of October 2014 as

NATIONAL HUNGER AWARENESS MONTH

in Portsmouth and ask our citizens to recognize the important work that The Seacoast Food Pantry does in this community to help stamp out hunger.



Given with my hand and the
Seal of the City of Portsmouth,
on this 20th day of October, 2014.


Robert J. Lister, Mayor of Portsmouth

MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: October 14, 2014
RE: City Council Referral – Rezoning for 3-4 Unit Multifamily Structures in the GRA and GRB Zoning Districts

At its meeting on August 4, 2014, the City Council passed first reading on a proposed ordinance to require a special exception for the development of a 3- or 4-unit dwelling in the GRA or GRB district, referred it to the Planning Board for a report and recommendations, and scheduled a public hearing and second reading for September 22, 2014. The Planning Board considered the proposed amendment to the Zoning Ordinance at its meeting on August 21, 2014, and voted unanimously to recommend in favor of it.

Subsequent to the Planning Board meeting, it was determined that the intent of the proposed change would not be fully met as the amendment was then drafted. This was because the term “multifamily dwelling” in the Zoning Ordinance does not encompass the term “townhouse.” Rather, to be consistent with the Building Code, the Zoning Ordinance defines “townhouse” as an attached single-family dwelling:

Townhouse

A single-family dwelling unit in a group of three or more attached units, foundation to roof, open space on at least two sides, separated by a fire-rated wall.

Thus, as originally written, the proposed zoning amendment would require a special exception for a 3- or 4-unit dwelling where the units are stacked vertically or not separated by a fire wall, but would continue to allow 3- or 4-unit townhouse developments as of right, because each townhouse in the development would be considered a single-family dwelling.¹ The resulting inconsistency in the regulation of multifamily developments would therefore have the unintended consequence of promoting townhouses over other forms of 3- and 4-family development projects regardless of the type of structure that might be appropriate in a given situation.

It seems clear that this technical distinction between a single-family townhouse and a multifamily garden apartment was not considered by the staff, the City Council or the Planning Board, and thus does not reflect the intent of the City Council or the Planning

¹ In fact, the existing ordinance allows more than 4 townhouse units per parcel in the GRA and GRB districts if there is sufficient lot area (7,500 sq. ft. per unit in the GRA district; 5,000 sq. ft. per unit in the GRB district).

Board. Further, the City Manager’s comment on the proposed ordinance for the August 4 City Council meeting addressed the issue of “adding density” more broadly than would be limited by this technical distinction, and the discussion at both the City Council meeting and the Planning Board meeting focused on dwelling unit density rather than the particular type of dwelling structure.

Because of this, the Planning Department brought the matter back to the Planning Board’s meeting on September 18, 2014, with a recommendation to change the Table of Uses with respect to use # 1.30 (Townhouse) as well as use #1.41 (Multifamily dwelling, 3 or 4 dwelling units), as follows:

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH
1.30 Townhouse	N	N	P S	P	P
1.40 Multifamily dwelling 1.41 3 or 4 dwelling units	N	N	P S	P	P

The Planning Board voted to recommend in favor of the ordinance as amended.

City Attorney Robert P. Sullivan advised that adding use #1.30 to the proposed zoning amendment did not require posting a new public hearing. This was because the information given to the City Council for its August 4 meeting and to the Planning Board for its August 21 meeting, as well as the discussion at both meetings, clearly described the purpose of the ordinance as addressing a concern regarding infill multifamily development in primarily single-family neighborhoods, without making any distinction between different forms of multifamily development.

At its meeting on September 22, 2014, the City Council voted to amend the Ordinance “to include the provision requiring a special exception for the Townhouse use.” The Council then held the public hearing on the amended ordinance, and voted to continue the public hearing and second reading to the October 20, 2014 City Council meeting.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, October 20, 2014 at 7:00 p.m., Eileen Dondero Foley Council on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.404, Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, by changing use #1.30 (Townhouse) and use #1.41 (Multifamily dwelling, 3 or 4 dwelling units) from “P” (permitted) to “S” (special exception) in the General Residence A and B (GRA & GRB) districts. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, October 20, 2014 at 7:00 p.m., Eileen Dondero Foley Council on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.404, Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, by changing use #1.30 (Townhouse) and use #1.41 (Multifamily dwelling, 3 or 4 dwelling units) from “P” (permitted) to “S” (special exception) in the General Residence A and B (GRA & GRB) districts. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC
CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

In Section 10.440, Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, change “P” (permitted) to “S” (special exception) for uses #1.30 and #1.41 in the General Residence A and B (GRA & GRB) districts, as follows:

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH
1.30 Townhouse	N	N	PS	P	P
1.40 Multifamily dwelling					
1.41 3 or 4 dwelling units	N	N	PS	P	P
1.42 5 to 8 dwelling units	N	N	N	S	P
1.43 More than 8 dwelling units	N	N	N	N	P

The City Clerk shall properly alphabetize and/or re-number the ordinances 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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, October 20, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, October 20, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC
CITY CLERK

#12517

1tP 10/9

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article II, Section 7.213 – **FEES AND TERMS FOR MEDALLIONS/LICENSES** of the Ordinances of the City of Portsmouth which shall read as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.213: FEES AND TERMS FOR MEDALLIONS/LICENSES

- D. The fee for restoration of any medallion that has been ~~revoked~~ **suspended** shall be one hundred dollars (\$100.00), except that when the ~~revocation~~ **suspension** is due to failure to meet vehicle inspection requirements, no fee shall be due if the vehicle is repaired to the satisfaction of the taxi inspector within ~~24 hours of the revocation~~ **1 business day after suspension**. (Adopted this item (D) 7/19/99; amended 04/21/08).

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 J. Lister, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE #
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IX, Section 1.901: - CONFLICT OF INTEREST of the ADMINISTRATIVE CODE of the Ordinances of the City of Portsmouth be amended to read as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE

Section 1.901: CITY COUNCIL AND SCHOOL BOARD DISCLOSURES

- A. Preliminary: This ordinance is adopted by the City of Portsmouth in compliance with the mandate contained in the Charter Amendment entitled "CONFLICT OF INTEREST" which was adopted by referendum vote of the City of Portsmouth on November 3, 1987. This ordinance may be referred to as the Mandatory Disclosure Ordinance.
- B. Definition: For purposes of this Article only, the following terms shall be defined in the following manner:

Municipal Official: For the purpose of mandatory financial disclosure, the term "Municipal Official" shall be defined to include **members of the** City Council, ~~and~~ School Board **members Police Commission, and Fire Commission.**

Income: The term "income" shall be defined as a gain of recurrent benefit usually measured in money that derives from capital, labor, or investment.

Capital Assets: The term "capital assets" shall be defined to include all corporate stocks or bonds or any other business interest in **directly attributable to** any business entity which maintains a business location in the City of Portsmouth, owns property in the City of Portsmouth, transacts substantial business in the City of Portsmouth, or transacts business with the City of Portsmouth. The term "capital assets: shall also be defined to include all real estate holdings and interest in real estate located in the City of Portsmouth.

Financial Disclosure Statement: The term "financial disclosure statement" shall mean a written statement, given under oath:;

- A. **Listing an individual's primary source of annual income and capital assets. However, in no instance shall disclosure be mandated of any capital assets whose value at the time of disclosure is below Ten Five Thousand (\$105,000) dollars nor shall the value of any source of income or the value of any capital asset be required for disclosure.**
- B. **Listing any sources of income, whether or not connected with the City of Portsmouth which produce income in an amount greater than \$10,000 calculated annually and per calendar year basis.**

- C. Obligation of All Municipal Officials: ~~From and after June 30, 1988, a~~All municipal officials will maintain an updated financial disclosure statement in the Office of the City Clerk. The Financial Disclosure Statement shall be updated annually as of June 30th. Forms shall be **based on the form used by the State to implement RSA 15-A (attached)** prepared by the City Clerk **for approval by the City Council** and made available to all municipal officials for this purpose, ~~the form shall be substantially the form attached.~~
- D. Determining Violations: For violation and enforcement purposes, complaints alleging violation of the mandatory disclosure ordinances shall be administered in accordance with the process ~~and penalties available~~ under the Municipal code of Ethics, Reference Chapter I, Article VIII.
- E. Public Records: Financial Disclosure Statements shall be public records. (Amended 6/4/2007)
- F. Return of Records: Financial Disclosure Statements shall be returned to the public official six (6) months after leaving office.
(Adopted In Its Entirety 3/21/88, Amended 3/28/88)
- G. **Penalties: Any violation of this article shall be subject to the penalties prescribed for violation of the City Code of Ethics, Sec. 1.801 et seq.**

Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE

- A. Required Disclosure: Any candidate running for City Council, School Board, Police or Fire Commissions receiving a monetary contribution from any one person or entity in the amount of a cumulative total of \$100.00 or more in any calendar year must report the name of the individual, address, amount, and date of contribution. The report must be filed, or updated as appropriate, with the Office of the City Clerk seven (7) days prior to any election at which that person is a candidate for any of the foregoing offices. Any contributions which would otherwise require reporting under this ordinance received within the seven days prior to the election must be submitted in a final report to the Office of the City Clerk no later than two weeks following the election.
- B. Violations: For violation and enforcement purposes, complaints alleging violation of the mandatory disclosure ordinance shall be administered in accordance with the process and penalties available under the Municipal Code of Ethics, Reference Chapter 1, Article VIII.
- C. Public Records: All election candidate financial disclosures shall be public records.
(Adopted Section 1.902 In Its Entirety 6/4/2007)

FINANCIAL DISCLOSURE STATEMENT

~~Pursuant to the Charter and Ordinances of the City of Portsmouth (Chapter 1, Article IX) the undersigned makes the following financial disclosure:~~

A. ~~Primary Source of Annual Income:~~

B. ~~Capital Assets:~~

Date: _____ Name: _____

Signature: _____

~~Before me appeared the above named individual who stated under oath that the information supplied in this disclosure statement is a true and complete disclosure as required by the Charter and Ordinances of the City of Portsmouth.~~

Date: _____
Justice of the Peace/Notary Public

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 passage **with respect to the City Council and the School Board. It will take effect with respect to Police and Fire Commission as of January 1, 2016.**

APPROVED:

Robert J. Lister, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



National
Multiple Sclerosis
Society
Greater
New England
Chapter

October 7, 2014

Ms. Kelli L. Barnaby, City Clerk
City of Portsmouth
One Junkins Avenue
Portsmouth, NH 03801

Dear Ms. Barnaby,

On behalf of the National Multiple Sclerosis Society, Greater New England Chapter, I would like to extend our deep gratitude for the continuous support Portsmouth has shown throughout the years for the annual Walk MS.

As the weather turns colder, I have begun planning for the 2015 Walk MS Portsmouth. This year's date is set for Saturday, April 18th from 10:00am to 2:00pm. I would like to request permission to host the Walk on this day. 500 participants are expected to take part in this annual event. The Walk is 5 miles, with the Start and Finish at the Little Harbour School. We will be using the same route as last year.

The money raised will be used to advance our support of national research and to support local programming for the nearly 21,000 people within Maine, Massachusetts, Rhode Island, New Hampshire and Vermont who are affected by multiple sclerosis. The Greater New England Chapter prides itself on our many comprehensive local programs that improve the quality of life for people with MS and their families. These programs empower individuals with MS and provide them with the resources to maintain independence.

I thank you in advance for your support and please feel free to contact me at 781.693.5154 with any questions or concerns.

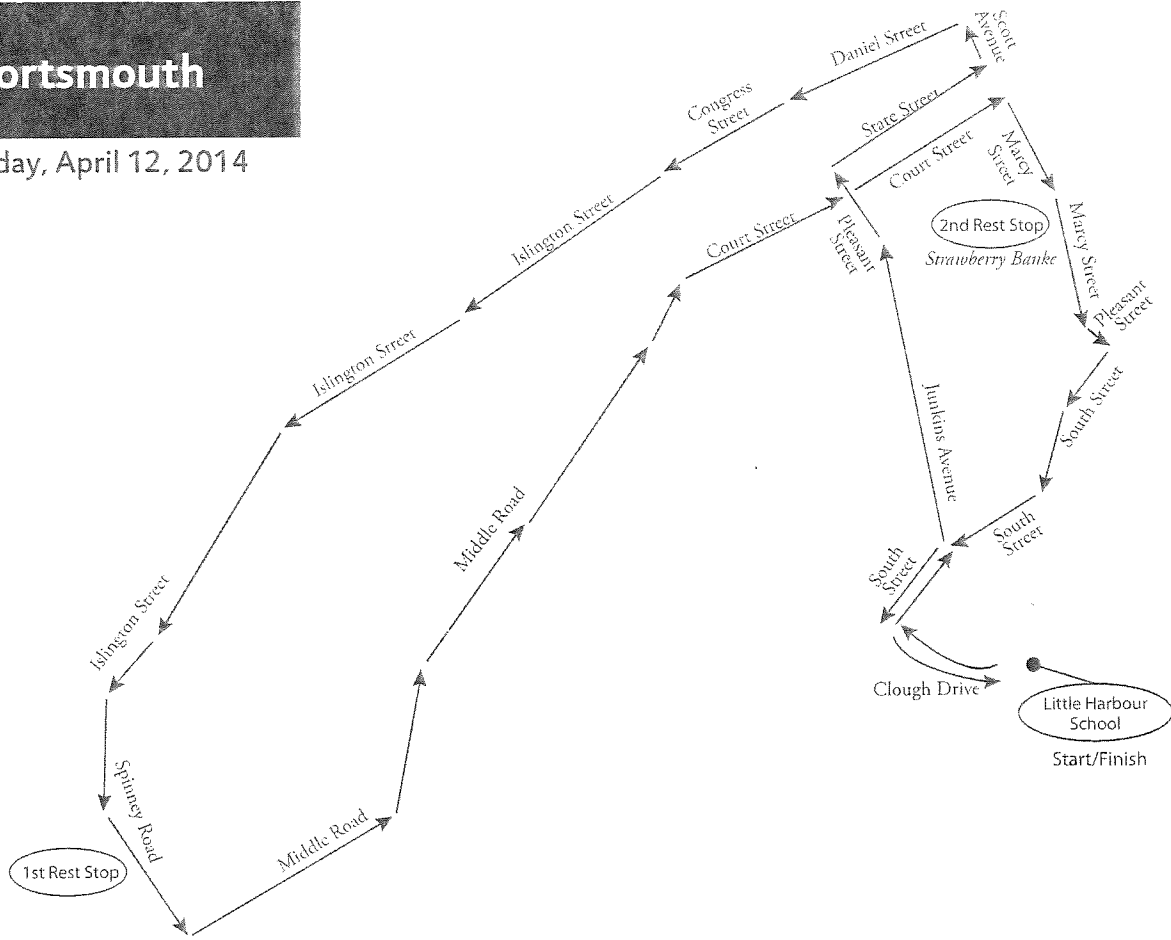
Sincerely,

A handwritten signature in black ink that reads "Emily Christian".

Emily Christian
Logistics Associate
781.693.5154
Emily.christian@nmss.org

Portsmouth

Saturday, April 12, 2014



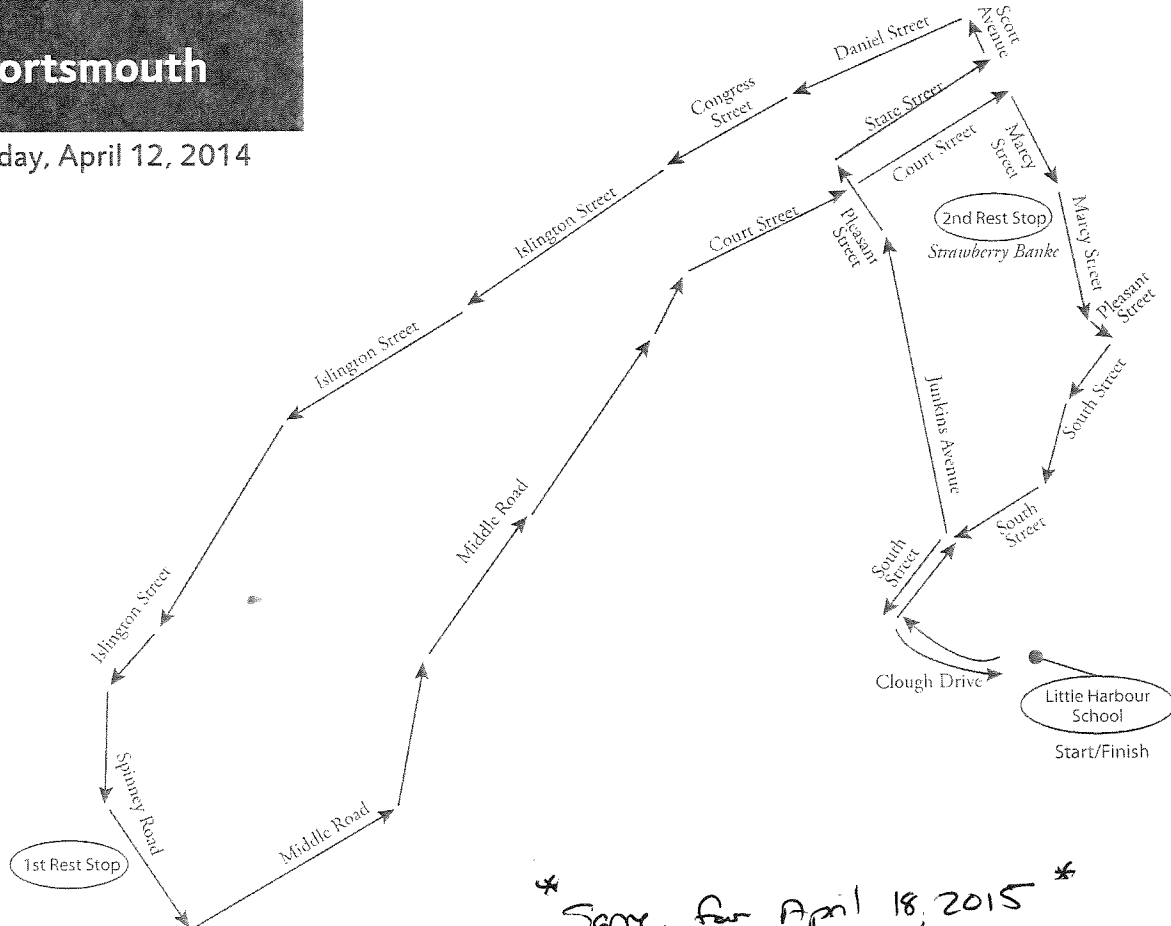
Walk 2014

presented by

biogen idec

Portsmouth

Saturday, April 12, 2014



Walk 2014

presented by

biogen idec

* Same for April 18, 2015 *

Walk MS Portsmouth 2014

* Same for 2015 *

Walk MS Portsmouth 2014

Start/End Point:


Little Harbour School, 50 Clough Drive

Start/End Point:


Little Harbour School, 50 Clough Drive

1. Portsmouth, N.H. Right onto South Street
2. Left on Junkins Avenue (walk on left side)
3. Left on Pleasant Street (end of Junkins Avenue)
4. Right on State Street
5. Go Left under Bridge to Scott Avenue (walk on left side of street)
6. Scott Avenue turns into Daniel Street
7. Daniels Street turns into Congress
8. Continue straight on Congress
9. Congress turns into Islington Street
10. At the fork go Left onto Spinney Road
11. REST STOP 1 -- North Church Parish
12. Right onto Spinney Road
13. Left on Middle Road
14. Left at the fork on Middle Road
15. Left on Middle Street (walk on left)
16. Cross over Middle Street at the crosswalk at Miller Street to walk on the right
17. Right on Court Street (at Flagpole)
18. Cross over Pleasant Street (walk on right side of road)
19. Right on Marcy Street
20. REST STOP 2 -- Strawberry Banke
21. Right on Marcy Street
22. Left on Pleasant Street
23. Quick Right to South Street
24. Follow South Street to Clough Drive
25. Left onto Clough Drive to Little Harbour School

1. Portsmouth, N.H. Right onto South Street
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21. Right on Marcy Street
22. Left on Pleasant Street
23. Quick Right to South Street
24. Follow South Street to Clough Drive
25. Left onto Clough Drive to Little Harbour School



Designer Bath DJ Mark Watson Dominos Pizza



Designer Bath DJ Mark Watson Dominos Pizza



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 123456-Stand--13-14 BEDFO	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
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COVERAGES **CERTIFICATE NUMBER:** NYC-006789891-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		3583-33-49	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 1,000,000			
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000			
						MED EXP (Any one person)	\$ 10,000			
						PERSONAL & ADV INJURY	\$ 1,000,000			
						GENERAL AGGREGATE	\$ 2,000,000			
						PRODUCTS - COMP/OP AGG	\$ 1,000,000			
							\$			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		(12)7353-02-37	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
						BODILY INJURY (Per person)	\$			
						BODILY INJURY (Per accident)	\$			
						PROPERTY DAMAGE (Per accident)	\$			
						Comp/Coll Deductible	\$ 1,000			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		M00552835	12/31/2013	12/31/2014	EACH OCCURRENCE	\$ 5,000,000			
						AGGREGATE	\$ 5,000,000			
							\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table border="1" style="margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/> N</td> <td><input type="checkbox"/></td> </tr> </table>	Y/N	N/A	<input checked="" type="checkbox"/> N	<input type="checkbox"/>		WCC-Z91-451053-013	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Y/N	N/A									
<input checked="" type="checkbox"/> N	<input type="checkbox"/>									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF PORTSMOUTH IS ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY.

CERTIFICATE HOLDER CITY OF PORTSMOUTH 1 JUNKINS AVENUE PORTSMOUTH, NH 03801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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GENERAL ANDRÉ COX



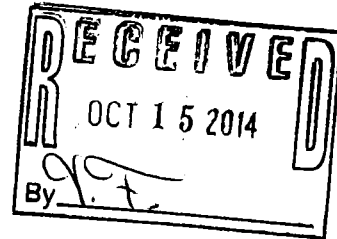
BARRY C. SWANSON
TERRITORIAL COMMANDER
MAJOR JAMES P. LABOSSIERE
DIVISIONAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

CAPTAIN DEBORA COOLIDGE
COMMANDING OFFICER
LIEUTENANT ERIN RISCHAWY
ASSISTANT OFFICER

PORTSMOUTH CITADEL
15 MIDDLE STREET
PORTSMOUTH, NH 03801
TELEPHONE (603) 436-2606
FAX (603) 436-8426

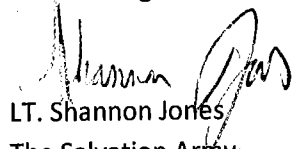


October 14, 2014

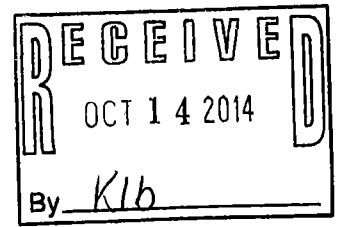
City Clerk Office
The City Of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

SUBJECT: Requesting permission

We are writing to request permission to stand kettles at Market Square from Thursday November 13, 2014 through December 24, 2014.


LT. Shannon Jones
The Salvation Army
15 middle St.
Portsmouth, NH 03801
603-436-2606

October 14, 2014



Dear Judge Roberts (chair), Dr. Lynch, and Chief Baker:

Thank you for the opportunity to submit questions, offer information, and raise concerns regarding the Goodwin/Webber estate case, and meet in person to discuss what we know.

What should have been addressed immediately as unprofessional behavior by a police officer and easily correctable long before the will change occurred, has now become a point of collective outrage by the citizenry (both in Portsmouth and around the state). The police leadership and other city leaders (councilors and government officials) did not intervene on behalf of an elderly member of the community. Instead, the Police Department, the Police Commission, and the City Council have directly or indirectly protected the officer – with some even publicly condoning his behavior. Consequently, the Goodwin/Webber case is now a lightning rod for concern about the functioning of government, with the transparency and thoroughness of this investigation critical to regaining the public's trust.

From the time Goodwin first met Webber in 2010 until her death, it appears that there was resolve among Goodwin's superiors and the rest of the city leadership to:

- a) allow Goodwin to maintain his relationship with her in order to become the primary beneficiary of her estate, and consequently, endangered her;
- b) prevent this case from going to hearing; and,
- c) minimize the public's understanding of what transpired.

And since Webber's death in December of 2012, the city leadership has remained committed to #2 and #3 above until just recently.

However, public awareness of this case has gained traction at a time when unrelated but highly publicized cases involving disastrous police-to-public interactions have garnered public attention nationally. Our point is not that police are bad. Police officers respond to situations that would challenge the most seasoned diplomats. Police officers put themselves in harm's way every day. Many are benevolent individuals who go the extra mile when interacting with the public and serving the community. When something goes wrong, there is not a more welcome sight than a trusted police officer, and we believe that the vast majority of our own "PD" consistently serve the public, not themselves.

When Gerry Webber was alive and concerned friends talked with her about their fears that Goodwin was exploiting her, Webber would respond, "He must be honest, he's a police officer." Webber believed that police officers held an honored role in the community.

Policing does not occur in a vacuum, it is part of a citywide commitment to the role and tone of government – part of the "signature" of any city. A police force symbolizes a community's commitment to protection, honesty, impartiality, justice, and safety; police officers are also powerful authority figures. Consequently, there exists

tremendous opportunity for the misuse of their role and power. When these abuses occur, not only is public safety jeopardized, but the image of law enforcement and the integrity of government and our city are diminished.

As it now stands, the many potential meanings of what has unfolded here must be considered, including the unfortunate possibility that leaders in our city government do not value their role as public servants, lack commitment to transparent government and public safety, frivolously exploit and/or waste state and community resources, and do not impartially attend to the needs of our diverse citizenry. This conclusion would suggest that other instances of abuse of power have occurred or could in the future, including targeting certain populations (e.g., the frail and elderly, women, or teenagers), or inappropriately using weapons, undue force, surveillance equipment, and so on.

Consequently, as we see it, the scope of the investigation should not be limited to how often Goodwin was at Webber's house, if he went there on city time, or if he used a police vehicle when traveling to and from Webber's home. While those questions need clarification, more important questions regard the culture of our police department, city government, and perhaps state agencies, which, collectively, allowed this situation to go on unchecked for too long.

The scope of the investigation must be broad and detailed, with a transparent process delineated and published early on. The investigation must include scrutiny of the functioning of city and state government. Areas of weakness need to be identified, whether they regard personnel, the city charter, or both. Recommendations are needed to prevent future instances of city employees abusing their official roles, and if the actions of some city leaders are egregious, panel recommendations regarding termination of employment are also needed. And, the public deserves a clearly articulated code of ethics and established policies and procedures to guide the conduct of city employees and leaders.

The principles of transparency in government, the impartial application of law, and the responsible use of precious state and community resources are at the very heart of the Goodwin/Webber debacle. With those central concerns in mind, we submit the following questions. As abutting neighbors of Geraldine Webber, we look forward to discussing with the panel our understanding of events.

Yours truly,



Jane Zill, Joe Onosko and Diane Connors

cc: The Portsmouth City Council, Attorney Paul McEachern, and Elizabeth Dinan of the *Portsmouth Herald*

Questions Relevant to the Webber / Goodwin Debacle (57)

1. What was the scope and depth of the various investigations that were conducted by the Portsmouth Police Department (PPD), the Bureau of Elderly and Adult Services, and any other government agency outside of the city (e.g., the Office of the Attorney General)? It is unclear who conducted the investigations, where they are filed, and what they report.

(Initially in 2012, the *Portsmouth Herald* was told by the PPD that it had conducted a thorough investigation of the contacts between Goodwin and Webber. Later the public was told an outside government agency would lead the investigation, however, the Office of the Attorney General then claimed there was no need to do an investigation. The public believed this matter had been thoroughly investigated and that Webber was safe, but it now appears that no investigation was conducted by the PPD or the Attorney General's Office.)

2. When did Chief Ferland and Chief DuBois become aware of Goodwin's relationship with Webber and what were their responses?
3. When did the Police Commission (PC) become aware of the issue and what was its response?
4. When did the City Council (CC) become aware of the issue and what was its response?
5. When the Webber/Goodwin relationship was first reported to the City Council, did one or more of the councilors know about any other wills that benefitted a Portsmouth police officer?
6. When did the City Attorney become aware of the issue and what was his response?
7. When did the state Attorney General's Office become aware and what was its response?
8. When did the Bureau of Elderly and Adult Services (BEAS) become aware? How many reports were made to the BEAS about Goodwin's involvement with Webber by concerned individuals?
9. How many times was Webber interviewed? Were wellness checks conducted?
10. Are there written records of these interviews? Was Webber's ability to make decisions ever questioned? Was her physician and were her friends and neighbors interviewed?
11. The chairman of the Police Commission (PC) indicated support for "the manner in which Chief DuBois is handling this matter." (*Herald*, 11/4/2012) Can the PC

chairman or Chief DuBois describe how DuBois handled the matter? Is there documentation about this matter in the PPD or with the PC?

12. Was Webber endangered by being allowed to stay in her home?

13. Who were Webber's caregivers in the five years prior to her death?

14. Had she ever fallen during that time?

15. What were Webber's medical diagnoses and in what ways were her physical and mental reasoning capabilities diminished?

16. Was any member of the PPD, on or off duty, ever summoned by Webber to her home because she could not remember how to turn off her stove? If so, was she safe to continue to live alone?

17. Was Webber ever given a private tour of the police station? If so, by whom? Why did Webber possess the private cell phone number of Chief Ferland?

18. When and why did Webber lose her driver's license?

19. How would her former husband describe Webber's mental status at the time their marriage ended, approximately in 2007?

20. In 2012, Judge Hurd was told by Attorney Gary Holmes, "She is an extraordinary person at 93 years of age...She has a quickness and agility about her, both physically and mentally." Who else would describe Webber this way, especially given she had a broken hip at the time?

21. Did she ever have a fire at her home? What did she do about it?

22. Were any reports made to the PPD regarding Webber's inability to care for herself? If so, by whom? How were they handled / what was the response?

23. Were official police logs deleted regarding calls involving Webber?

24. Judge Hurd suggested that the Office of Public Guardian should be pursued to manage Webber and investigate concerns about accusations of exploitation and neglect. Who should have initiated a referral to the Office of Public Guardian?

25. If Goodwin's motivation to befriend the woman was due to concern for her, and if he was anxious to clear his name, why didn't he contact the Office of Public Guardian as recommended by Hurd?

26. What community and statewide professional resources were available to Goodwin to activate on Webber's behalf? What services did he provide for her or arrange for her?

27. Who were the service providers for Webber prior to her becoming involved with Goodwin? What happened to these relationships and why did she become so isolated?
28. Webber broke her hip at the beginning of November, 2012 and spent time in a rehab center. Are records available about this period in her life? How would staff and other patients characterize Webber's mental status, her desire to return home, and her relationship with Goodwin during this time?
29. Webber states on the estate planning DVD in May of 2012 that she eats like a bird. She died of inanition (progressive starvation) in December of 2012 shortly after being discharge from the rehab facility. Was she underweight prior to meeting Goodwin?
30. Were city funds or other state resources used to execute the scheme to accomplish the will change, undermine Webber's long-term relationships, and intimidate whistle blowers?
31. The state Attorney General's Office became aware of the Webber issue in February of 2011 when she sought a no-contact order on James Ritzo. During this time period she also complained that her neighbor, John Connors, was stalking her and that her close friend, Barbara Wardwell, was harassing her. Who vetted the complaints? Did anyone think it unusual that a woman with Webber's presentation (i.e. near blindness and impaired mental status) would complain all at once about three long-term friends?
32. How are these complaints typically managed? Was the AG's Office aware that Ritzo had been her attorney of 25 years? Was he interviewed? What standards must be met to institute a no-contact order?
- (Webber also made spurious complaints of stalking by John Connors and harassment by Barbara Wardwell to the Office of the NH Attorney General. McCormick at the AG's Office told Connors that an investigation had been done, that Connors was mentioned but not the center of it, that he would not release the paper work on the matter, and that Connors would have to hire a lawyer.)
33. Was Webber driven to the Attorney General's Office by Captain Mike Schwartz in a police cruiser to make her complaint? Is this normal PPD procedure?
34. How often was the Animal Control Officer summoned to Webber's house and by whom? Do woodchucks typically warrant the frequent attention of city animal control officers?
35. How often did Aaron Goodwin and Captain Schwartz visit Gerry while they were on duty and for what purposes? How often did they utilize a city vehicle during these visits?
36. In the March 3, 2013 issue of the *Portsmouth Herald*, the PPD stated that Goodwin's inheritance does not violate rules related to gratuities and gifts

because it did not occur in relationship to Goodwin performing or failing to perform a law enforcement function. Is this interpretation correct given the rules include the phrase, "Employees shall not accept for either personal use or department use, either directly or indirectly, any gift, gratuity, service, object, loan, fee, or any other thing of value, arising from or offered because of police employment"?

37. Is it customary for the PPD to manage personnel issues as formal complaints delivered directly by a police officer to the home of a fellow officer alleged to have violated department policy? Are the charges against Connors criminal in nature or personnel-related infractions?
38. Where is the cash and other items of value (e.g., jewelry) that Connors, Lodge and many others regularly saw in Gerry's home? (Lodge estimates that she saw hundreds of thousands of dollars in boots Gerry kept in a front hall closet, while John Connors estimates that he saw \$30,000 in Webber's silverware drawer. It was common for Webber to brag about the cash she kept in the house.)
39. Is it significant that in the estate planning DVD Webber mentions that she keeps money in the house and that Aaron knows where it is -- but not all of it because she has hidden some for her own use?
40. On the estate planning DVD Webber is preoccupied with lock boxes that she cannot find. Where are they? Can others who had been routine visitors to the house remember these boxes?
41. Why were five or so segments erased from the estate planning DVD and what was the content of these segments?
42. Her friends recall Webber as regularly wearing jewelry and owning many valuable pieces, however, in the DVD she is wearing none. What happened to her valuable jewelry?
43. Did Webber's physician, Dr. Ira Schwartz, agree to be on a three-person panel as explained to Webber by Gary Holmes during the recorded DVD estate planning session? If not, what were the motives for making this statement?
44. What is the meaning of the Chase Home for Children becoming a beneficiary in Gerry's 2012 will? It was well known that Gerry did not enjoy children; she had not mentioned the Chase Home in prior wills. She only begrudgingly agrees to the Chase Home in the estate planning DVD.
45. Was the Goodwin/Webber relationship an isolated occurrence or have there been other instances of police department personnel becoming beneficiaries of estates in Portsmouth or surrounding towns?
46. If it is the opinion of the PPD that Goodwin's relationship was appropriate because it occurred primarily while he was off duty, why was Connors sanctioned

for remarks that he made off-duty regarding his concern for his friend and neighbor?

47. Within a few weeks of the first legal challenge of Webber's new estate plan and at a time of mounting negative public sentiment, why did the Police Commission promote Goodwin? Are the reports true that two other officers with better test scores on the required examination by-passed? If true, what was the Police Commission's rationale for selecting Goodwin as more meritorious, especially given the public's mounting concerns?

48. During this time, Goodwin was featured in the *Portsmouth Herald* about his commitment to a cold case involving the murder of an elderly couple in Portsmouth years ago. Why was Goodwin selected by the PPD to be featured in the *Herald* at this time regarding a cold case? Are there other cold cases in the city or is this the only one?

49. Webber states on the estate planning DVD that she lost thousands of dollars when Goodwin and his brother took her gambling, but that they did very well. How much did they win? Whose money did they use?

50. Why did Goodwin place his car in Gerry's garage when he took her to the casino, especially given it was a nice day?

51. How useful is the Portsmouth City Charter in addressing situations like this?

52. Who in the city leadership pushed for a mediated settlement, at what point in the debacle, and why?

53. What motivated the seasoned mediator to conduct himself in such a non-impartial way?

54. What is the meaning and effect of the PPD being a "charter department" for our city government, especially given claims by some city officials that the city's foundational document - the City Charter -- does not apply to the PPD? Does this mean we have a quasi-private police force but one paid for by the public?

55. What is the history of the Portsmouth Police Commission sanctioning or disciplining an officer? Has it ever occurred?

56. If the PPD is an independent arm of our government, what is the inventory of weapons, tasers, surveillance devices and other equipment available to the Portsmouth Police Department, and what rules have been established for their use with the citizenry?

57. How can the public gain access to information about this inventory and the rules developed for their use?

Friends Of Sheafe Street
Neighborhood Association

September 29, 2014

Honorable Robert Lister
Mayor and
Honorable City Councilors
City of Portsmouth
City Hall
1 Junkins Ave.,
Portsmouth, NH 03801

Dear Mayor Lister and Members of the City Council,

We wanted to be sure we began this letter acknowledging your civic efforts and note that while they may sometimes seem underappreciated by many; your good deeds and intentions are certainly not lost on us.

We also recognize that Portsmouth, like most communities, faces many real and serious problems: Issues that often have no easy answers to them, (such as a new parking garage, for example) or problems that need large budget outlays or matters where no resolution consensus can be found or fostered among city policy leaders or the public. Among a host of such serious and vexing problems sometimes the seemingly smaller issues are missed, forgotten or drowned out by the constant din of high priority city matters or headline grabbing news.

Which brings us to the point of our letter

We come to you with a comparatively small problem, but an issue that has very large significance to the residents and businesses of the Sheafe Street area. Stated plainly, Sheafe Street and its sidewalk is a complete wreck and we are asking for help to fix it.

As you know, Sheafe Street is a short, one block in the Core Downtown Historic District .For years it was literally considered an inner city ally and often, and in many ways, still is treated like one by the city. In recent years all of the historical homes on Sheafe Street, as well as the State Street properties, which abut it, have been beautifully restored- adding to the area beatification and tax base.

More than just a narrow, quant, little street; Sheafe Street also importantly serves the cities congested inner transportation for ingress and egress from Chapel and Penhallow. It is also an emergency relief when the Memorial Bridge is up or closed for repair. The street is also a popular tourist walking venue due to its historic and restored nature as well as its proximity to the Strawberry Bank and the waterfront area.

Sheafe Street was determined by engineers several years ago to have a failed substrate and has been deteriorating with delaminated sections and large irregular potholes for many years. A large portion of the sidewalk is warped and virtually unusable, forcing non-vehicular traffic to unsafely compete with cars and trucks on this very narrow and blistered road.

City maintenance crews have attempted to make remedial repairs but this patchwork has only resulted in further delamination of the surface and loose chards of asphalt that are dangerous to pedestrians, bikers, and creates real dangers as motorists swerve about in an effort to dodge whatever pothole at the time seems worse.

The surrounding streets of Daniel, State, Penhallow, and Custom House Court and so many others have all been redone; unfortunately Sheafe Street has been seemingly forgotten year after year. Few could credibly dispute now that Sheafe has dubious distinction of having the worst conditions of any street downtown.

Thankfully, as you might remember, funds were appropriated in the cities Capital Budget to repair Sheafe Street. However, according to Peter Rice, Director of Public Works, a decision was made to postpone this work because of the "construction fatigue" in the downtown area.

With Memorial Bridge now open and virtually all other downtown streets redone, we believe now is the time to schedule Sheafe Street for the approved street, sewer, and sidewalk repairs.

This is a problem you can solve

City Public Works officials have advised us that the repair project is "on the list," but they have not committed to scheduling the project, which you and the council have already budged and approved.

We have also been told that this *fall* planning will begin for projects that will be undertaken in 2015. We respectfully request that the Sheafe Street repair project be definitively scheduled providing much needed certainty to the completion of this work and the ability for neighbors to plan what will be a relatively small, but logistically challenging, construction project (due to the narrow street, parking and downtown location).

Friends and Residents of Sheafe Street respectfully submit this petition asking for relief from the deteriorated conditions of the Sheafe Street roadway and request your assistance in removing any administrative barriers to scheduling the Sheafe Street improvements.

Thank you and we look forward to hearing from you.

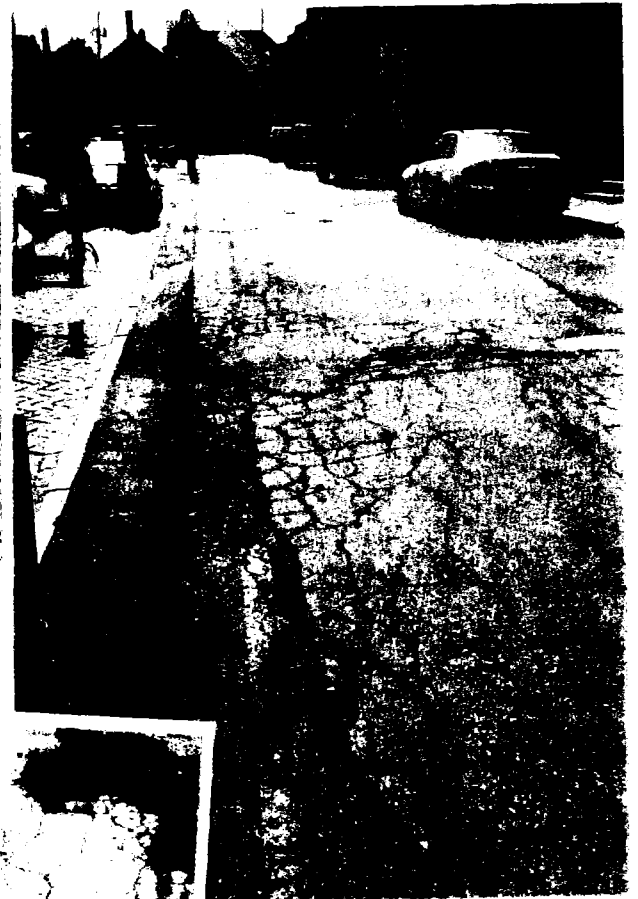
Sincerely yours,

*Andrea Heitker, Valerie Sobel,
Marie Bodi, Thomas Bertrand*

Andrea Heitker, Valerie Sobel, Marie Bodi, Thomas Bertrand

*Officers of the Sheafe Street area Neighborhood Association
And the attached petitioner of neighbors, area businesses and residents of Portsmouth*

SHEAFE STREET IS UNSAFE & UNSIGHTLY.



IT'S BAD AND GETTING WORSE.

Sheafe Street is the worst street in downtown Portsmouth: Full of potholes, a broken drainage system and a crumbling sidewalk. It's unsightly and if you have walked, biked and driven on it you know it's unsafe!

Sign our petition to help get the and attention this important little street deserves!

HELP US FIX IT BY SIGNING HERE.....

**MAYOR AND CITY COUNCIL:
WE ALL AGREE.
PLEASE FIX SHEAFE STREET.**

NAME	ADDRESS
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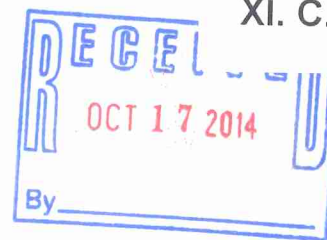
Jonathan Soper	49 Sheafe St
Valerie Soper	49 Sheafe St.
Thomas Bertrand	43 Sheafe St.
A Paul Langford	59 Sheafe St.
Ellen M Byrne	121 State St. BYRNE
Christopher Carlson	121 State St. CARLSON
Guy Troy A Wood	152 state Street: 170 STATE ST.
Jim Zieg	31 Sheafe St. jimzdesign@comcast.net
Mike Jencks (JENCKS) Anthony Buser	25 Humking Street 03801 43 Sheafe Street 03801
DENIS RONDEAU	159#5 STATE ST
Lisa King Rondeau 159 STATE 1A	LIS DENIS@RONDEAU.COM LISA@RONDEAU.COM
Niesha Seane	189 State St.
Juli Cutler	189 State St.
Mehy [unclear]	25 Penhalton
Shon	25 Penhalton
J. Noz	147 State St.
G. A. O'Leary III	30 Daniel St. 14616 sheafe st.

Honorable Mayor and City Council

Sheafe Street is unsafe and unsightly! Please fix it.

Funds in the Portsmouth Capital Budget have already been approved but the repairs were postponed this year. Please ask the Public Works Department to specifically schedule Sheafe Street for reconstruction in the Spring of 2015. Specifically scheduling this project now will allow sufficient time for the city bid process, to be conducted in the Fall and allow sufficient time for the construction planning and neighborhood input.

NAME	ADDRESS
Tom Dwyer	147 State St #3
Tom Dwyer	147 State St #3
Michael Antares	11 Sheafe Street
Christina King	16 Sheafe St.
ALA Forrest	16 Sheafe St
Andrew Heitker	Sheafe St
FRANK Heitken	Sheafe St
Mank Bochi	121 STATE ST
ETRA King	#43A Sheafe St.
Ken Kent	29 Sheafe St.
Anna WHITNEY	7 SHEAFE ST.
James King	107 State St.
Kelsey Thibodeau	107 State St
ROBERT KANTER	one Nabal St. 50
Jim Reid	93 State St.
Jim Martin	65 Daniel St.
Amber Hickey	65 Daniel Street
Ken Entice	59 Penhallow
Ken Entice	59 Penhallow St
Ken Entice	59 Penhallow St
Ken Entice	59 Penhallow St
N. E. LaRoche	14 Sheafe St.



October 16, 2014

Portsmouth City Council
City Hall
One Jenkins Avenue
Portsmouth, NH 03801

Re: Ordinance Amending Chapter 10 – Zoning Ordinance, Section 10.440, Table of Uses Residential, Mixed Residential, Business and Industrial Districts by Changing Uses #1.30 (Townhouse) and #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA & GRB) Districts

Dear Council Member:

We are homeowners who live in a General Residence A (“GRA”) zoned district in Portsmouth on Broad Street and Pinehurst Road. Since it passed its first reading at the August 4, 2014 City Council Meeting, we have been paying close attention to the proposed change in the Zoning Ordinance Section 10.440 to change the Use Table for 3 or 4 Multi-Family Dwellings and Townhouses from Permitted to requiring a Special Exception. We would like to explain why we believe the City Council should pass this ordinance change. Additionally, an owner of a property in our neighborhood at 482 Broad Street, Mr. Paul Berton, has recently been lobbying publicly for a special exemption from this ordinance change. This would allow him to demolish the existing house on the property and build an immense four-unit structure without being held to the pending ordinance change. We feel Mr. Berton has not fully represented the facts of his particular circumstance in the public forum. Therefore, in addition to expressing our support for the ordinance change, we feel we have no choice but to also clear up any misconceptions that have been created and explain here why we believe Mr. Berton should not be granted a special exemption if he continues to pursue it.

As the Planning Department explained at the September 22 City Council meeting, there is good reason to change the current ordinance, which currently allows property owners to build four-unit structures up to 160 feet long and 35 feet tall in the GRA districts, including Broad Street, as of right. For perspective, the America’s Best Inn near the Portsmouth traffic circle is about 125 feet long and 35 feet tall. The current ordinances were never intended to encourage motel-sized housing developments on quiet residential streets like Broad Street. From what we have been able to find out without a public notice process, Mr. Berton intends to build an agglomeration of four single-family homes that could stretch 160 feet, longer than the America’s Best Inn. Such a huge building is completely out of character for what is predominantly a single family household neighborhood. It will harm that character, increase traffic flow and congestion considerably and reduce nearby property values.

If Mr. Berton were granted a special exemption from the ordinance change, his immediate neighbors will suffer the most. To give a sense of the size of the project Mr. Berton intends to undertake, this summer he asked the Board of Adjustment for variances that would allow him to build four free-standing houses, with parking for sixteen cars and a new driveway (in reality, an access road) running the length of the property. (We believe his current plan is the same, except with the houses joined instead of free-standing.) Instead of green space, the neighbor to the south would have the front

doors of three new houses opening directly into her backyard. The neighbor to the north would have a new road running alongside his house and backyard, with the traffic, noise, and runoff it would bring. The neighbors on Pinehurst Road would see walls where there are now trees and sunlight. The Board of Adjustment realized that Mr. Berton was effectively asking to build a subdivision without going through the process of subdividing. According to the Chairman of the Board, the proposal was inconsistent with the character of the neighborhood and was “not even close” to meeting any of the criteria for a variance, one of which is that the values of surrounding properties not be diminished.

In his effort to garner support for an exemption from the ordinance change, Mr. Berton conducted an interview with the Portsmouth Herald and provided testimony at the City Council’s September 22 meeting. Mr. Berton has tried to give the impression that 482 Broad Street is his home and his nest egg, and that the Planning Department is “pulling the rug out” from under him by changing an ordinance at the same moment he is planning to develop his property. First, 482 Broad Street is not Mr. Berton’s home. It is a vacant house. Second, 482 Broad Street is not all of Mr. Berton’s nest egg. Mr. Berton is a seasoned real estate developer who owns rental properties worth several million dollars; 482 Broad Street is just one member of his extensive portfolio in Portsmouth and Durham. Third, no one is pulling the rug out from under Mr. Berton. Mr. Berton first informally approached the Planning Department about his project in October 2012, but did not submit any concrete plans until this summer of 2014 when he finally began to undertake his development in a way that required a variance from the Board of Adjustments. Mr. Berton had nearly two years to go through the permit process and build within the requirements of the existing ordinance before the first reading of the new ordinance passed, but he did not. As a result his project is not vested in the existing ordinance should the change reach final passing. Moreover, the City gave proper legal and effective notice of the proposed change; we were aware of the proposed change from the public process before the hearing on Mr. Berton’s request for a variance. If Mr. Berton was not, that is not any justification for him receiving special treatment in the form of individual notice. Therefore, Mr. Berton’s actions do not justify receiving any special treatment in the form of an exemption from the new ordinance.

In the Portsmouth Herald, Mr. Berton compared his situation to “thinking you have 1,000 shares of GE stock and it turns out you only have 500.” But those of us who live near his property are shareholders too: we are shareholders in our homes and our community. Unlike Mr. Berton, we are not developing our properties just to sell them at a profit; we have invested in our community for the long run. Mr. Berton’s project threatens to diminish the value of our homes and damage the character of our neighborhood for years after he has moved on to his next project. This is why we support the new ordinance, and why we oppose giving Mr. Berton an exemption.


Sincerely,

Owners/Residents of Broad Street and Pinehurst Road
(22 individually signed to date on next page, and growing)

1. Kyle Richter, Broad Street
2. Bridget Richter, Broad Street
3. Henry Quillen, Broad Street
4. Victoria Stella, Broad Street
5. Peter Stearns, Broad Street
6. Marcy Stearns, Broad Street
7. Bruce Hurley, Broad Street
8. Gary Garneau, Broad Street
9. Jamie Garneau, Broad Street
10. Henry Mellynychuk, Broad Street
11. David L. Underhill, Pinehurst Road
12. Linda M. Underhill, Pinehurst Road
13. Lindsey Carmichael, Pinehurst Road
14. Jim Carmichael, Pinehurst Road
15. Brett Sullivan, Pinehurst Road
16. Elvira Aguila, Broad Street
17. Brian Beakey, Broad Street
18. Shirley Reed, Broad Street
19. Sandra N Walent, Pinehurst Road
20. Richard M. Walent, Pinehurst Road
21. Dana Skiffington, Broad Street
22. Barbara Kirkham, Broad Street

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: October 16, 2014
To: Honorable Mayor Robert J. Lister and City Council Members
From: John P. Bohenko, City Manager 
Re: City Manager's Comments on October 20, 2014 City Council Agenda

Presentation:

1. **Update on African Burying Ground.** The African Burying Ground Committee would like to provide an update to the City Council regarding the status of the African Burying Ground Memorial Park construction project and the upcoming community outreach program with Portsmouth Middle School. Joining Councilor Dwyer in this update will be Anna Nuttal, Visual Arts Teacher at Portsmouth Middle School and African Burying Ground Artist and Sculptor Jerome Meadows (scheduled).

Items Which Require Action Under Other Sections of the Agenda:

1. **First Reading of Proposed Resolutions and Ordinances:**
 - 1.1 **First Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.901: Conflict of Interest of the Administrative Code.** As a result of the October 6th City Council meeting, under Section IX of the Agenda, I am bringing back for first reading is what was referred to at that time as [“Option A” regarding Conflict of Interest and Mandatory Financial Disclosure Ordinance.](#)

If adopted this ordinance would accomplish the following:

1. Amend existing Mandatory Financial Disclosure ordinance (Section 1.901 et seq.) so that it applies to Police and Fire Commissions as well as City Council and School Board.

2. Amend existing Conflict of Mandatory Financial Disclosure so that violations of the ordinance will be treated as a violation of the City's Code of Ethics (Section 1.801 et seq.).
3. Create a new financial disclosure form modeled after state form.
4. Require that capital assets in excess of \$10,000 only and directly attributed to a business in the City of Portsmouth be disclosed.
5. Require mandatory disclosure of any sources of income whether or not connected with the City in an amount greater than \$10,000 calculated annually on a per calendar year basis.

It should also be noted that at the request of Councilor Spear, who made the motion to bring this ordinance forward for first reading, a provision has been added at the end of the ordinance which would make these proposed amendments effective against City Council and School Board on passage of the ordinance, but effective against Police and Fire Commissions as of January 1, 2016.

Action is required by the City Council regarding this matter.

2. **Public Hearing/Second Reading of Proposed Resolutions and Ordinances:**

- 2.1 **Public Hearing/Second Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses.** As a result of the October 6th City Council meeting, under Section VII of the Agenda, I am bringing back for public hearing and second reading the [attached proposed Ordinance amending Chapter 7, Article II, Section 7213, Fees and Terms for Medallions/Licenses](#), which has been requested by the Taxi Commission. The proposed Ordinance, which was drafted by the Taxi Commission itself appears to eliminate the fee for restoration of a taxi medallion which has been revoked and replaces it with the fee for restoration of medallions which have been suspended. However, even the suspension fee would not be due when the suspension is due to failure to meet a vehicle inspection and the vehicle is repaired within one business day after the suspension.

I recommend the City Council move to pass second reading and schedule third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting, as presented. Action on this matter should take place under Section IX of the Agenda.

- 2.2 **Public Hearing/Second Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.202, Table of Uses – Residential Mixed Residential, Business and Industrial Districts, by Changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA and GRB) Districts.** As you will recall, at the September 22nd City Council meeting, the Council voted to continue the public hearing on a proposed ordinance to require a special exception for the development of a 3- or 4-unit dwelling in the GRA or GRB District, and referred it to the Planning Board for a report and recommendations. The purpose of the continuance of the public hearing was to add an amendment to include the townhouse use as also requiring a special exception.

The Planning Board considered this proposed amendment to the Zoning Ordinance at its meeting on August 21, 2014, and voted unanimously to recommend in favor of it. [Attached is a memorandum from Rick Taintor, Planning Director, outlining the intent of the Ordinance amendment.](#)

On Monday evening, Rick Taintor, Planning Director, will make a presentation, regarding this matter.

I recommend the City Council move to pass second reading and schedule a third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting, as presented. Action on this item should take place under Section IX of the Agenda.

Consent Agenda:

1. **Acceptance of Donation to Art-Speak.** Art-Speak has received the following donation and Art-Speak requests that the City Council accept the following donation on behalf of Art-Speak for their Annual Appeal:

➤ Cathy Sununu \$100.00

I would recommend that the City Council move to approve and accept the donation to Art-Speak, as listed. Action on this item should take place under Section X of the Agenda.

City Manager’s Items Which Require Action:

1. **Request for Approval of Amendment to Wright Avenue LLC License Agreement (Tabled from the October 6, 2014 City Council meeting.)** As you will recall, at the October 6, 2014 City Council meeting, the Council tabled a request for approval of an amendment to the Wright Avenue LLC License Agreement, which was approved by vote

of the City Council on February 18, 2014. I have asked applicant Steve Kelm to be available for questions. [Attached is a letter from Stephen Kelm of Wright Avenue LLC.](#)

The [attached Amendment](#) extends the term of the [attached License Agreement](#) to reflect the current construction schedule and further clarifies the Owner's responsibility to construct, repair and restore the licensed areas after completion of construction.

I would recommend the City Council move to authorize the City Manager to negotiate and enter into an Amendment to the License Agreement for Wright Avenue, LLC originally dated March 11, 2014 and approved by vote of the City Council on February 18, 2014.

2. **Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Supervisory Management Alliance.** The City has reached a Tentative Agreement with the Supervisory Management Alliance (SMA) for a two-year agreement from July 1, 2014 to expire on June 30, 2016.

A few of the major items in the Tentative Agreement are as follows:

- Effective July 1, 2014 and July 1, 2015 the employees shall receive an annual rolling 10-year COLA adjustment of 2% to 5%.
- Effective July 1, 2014, the employee's share of SchoolCare health insurance will increase to fourteen and one half percent (14.5%) of the premium. Effective July 1, 2015 the employee's cost will be fifteen percent (15%).
- CDHP has been added as an option if the whole unit elects to change plans. The employee will pay 5% of the premium and the City will pay 95%.
- Regardless of which health insurance option the Union selects, the City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).

For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- [The SMA Contract showing the insertions and deletions to implement the Tentative Agreement if approved.](#)
- [Cost Analysis of the two \(2\) year agreement.](#)

Also, this proposed Agreement is posted on the City's Website at:
<http://www.cityofportsmouth.com/hr/contracts/Municipal/sma-draft.pdf>

I would recommend the City Council move to accept the proposed contract with the Supervisory Management Alliance to expire on June 30, 2016.

3. **Proposed Request to proceed with Life Cycle Cost Estimates for Pease Wastewater Treatment Facility Alternative.** As follow-up to the City Council Work Session of September 29, 2014, staff recommends that the City contract with an engineering firm to assist with the following tasks:

- Update the Capital and Life Cycle Cost Estimates of a single Pease Wastewater Treatment Facility (WWTF) and compare with current Peirce Island WWTF upgrade project. The single Pease WWTF option will include an assessment of combining all City wastewater at the Pease WWTF site or all City wastewater plus potential regional partners at the Pease WWTF site.
- Identify and Summarize Permit Requirements for Pease WWTF Option
- Identify Benefits and Risks Related to Permitting, Construction, Cost, and Other Unknowns for Each Option

In order to proceed with this analysis in a timely manner, we have discussed engaging the engineering firm of ARCADIS who performed the value engineering for the Peirce Island Wastewater Treatment Facility upgrade and therefore already has a level of familiarity with the City's wastewater systems. The City has developed with ARCADIS a scope of work as described above and is scheduled to complete the work within four and a half (4.5) months. Council has previously authorized bonding for the Pease WWTF upgrades that can be used to cover this cost which are estimated to be \$250,000 to \$300,000. When complete, the results will be presented to the City Council unless an interim update is necessary. Contract provisions will include the option to suspend work at any point in time during the evaluation.

I recommend the City Council move to authorize the City Manager to proceed with expending up to \$300,000 from the Pease bond proceeds for the Pease Wastewater Treatment alternative as described in the comment above.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on October 6, 2014. In addition, this can be found on the City's website.
2. **Update on Ebola Virus Disease Preparedness and Enterovirus D68.** For your information, [attached is a memorandum from Fire Chief Steve Achilles, Health Officer Kim McNamara, and Deputy Health Officer Kristin Shaw](#), regarding an update on the Ebola Virus Disease Preparedness and Enterovirus D68.

September 29, 2014

Mr. John P. Bohenko
City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Re - 77 State St
License Agreement

Dear Mr. Bohenko:

The Wright Avenue LLC is requesting to be included on the City Council's agenda for the October 6th meeting. The construction of the new building on 77 State St has been delayed. The use of the licensed area has also been delayed. The project wants to update the License Agreement to reflect the current construction schedule.

Attached is the updated Amendment to the License Agreement. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Kelm", written over a horizontal line.

Stephen Kelm
Wright Avenue LLC

AMENDMENT TO LICENSE AGREEMENT FOR WRIGHT AVENUE, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 and Wright Avenue, LLC, a New Hampshire Limited Liability Company (hereinafter "Licensee") with a principal place of business at 117 Bow Street, Suite A2, Portsmouth, New Hampshire, amend the Licensee Agreement For Wright Avenue LLC pursuant to the following terms and conditions:

1. Paragraph 1A: Change June 24, 2014 to May 22, 2015;
2. Paragraph 1B: Change June 24, 2014 to May 22, 2015;
3. Paragraph 3: Change June 25, 2015 to December 31, 2015 and delete "approximately 16 months from its commencement date.";
4. Paragraph 9: Delete the last sentence of paragraph 9 and insert the following:

The Licensee is solely responsible for all costs associated with constructing, repairing and restoring the sidewalks, parking areas, asphalt, curbing and landscaping in the Licensed Areas. The City will release the \$20,000 it holds in escrow to the Licensee upon completion of this work to the City's satisfaction.

All other terms and provisions of the original License attached and incorporated as Exhibit A remain in full force and effect and are not modified by this Amendment.

Dated this _____ day of _____, 2014.

City of Portsmouth

By: _____
John P. Bohenko, City Manager
Pursuant to vote of the City Council
of _____

Dated this 27th day of SEPTEMBER, 2014.

Wright Avenue, LLC

By:  _____
Stephen Kelm
Its Duly Authorized Member

EXHIBIT A

LICENSE AGREEMENT FOR WRIGHT AVENUE LLC

The **City of Portsmouth** (hereinafter "City), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to **Wright Avenue, LLC**, a New Hampshire Limited Liability Company (hereinafter "Licensee") with a principal place of business at 117 Bow Street, Suite A2, Portsmouth, New Hampshire, for use in connection with the Licensee's improvements to 67, 73, 77 State Street under its approved Site Plan (hereinafter the "Project"), pursuant to the following terms and conditions:

1. **Area of License and Pedestrian Access:** The City authorizes Licensee, its successors and assigns, to utilize the sidewalks, parking spaces and City land along portions of State Street and Wright Avenue that abut 67, 73, 77 State Street (Tax Map 105 Lot 18), as shown on the Plan attached hereto as Exhibit A, titled "Redevelopment Plan Wright Avenue, LLC 67, 73, 77 State Street, City License Plan C1, Appendix G"). There will be an impact to all of the sidewalks, parking spaces and City land abutting Tax Map 105, Lot 18.

The City grants Licensee a license for four distinct License Areas as more fully described below. Each License Area differs in its use, duration and public access. In addition to the aforementioned Plan attached as Exhibit A, attached are two additional Exhibits, a Plan titled "Appendix F" depicting the relocation of the ADA parking spaces in the Wright Avenue Parking Lot as Exhibit B and an aerial photograph of the project site showing the Licensed Areas generally as Exhibit C.

A. License Area 1: License Area 1 is the sidewalk area located immediately adjacent to the subject property along the north side of State Street as depicted in the attached Plan as "License Area #1". License Area 1 will be encumbered throughout the term of this License but will be accessible to pedestrians after the erection of scaffolding on or before June 24, 2014.

B. License Area 2: License Area 2 is the sidewalk area located immediately east of License Area 1 abutting City land as depicted in the attached Plan as "License Area # 2". License Area 2 will be accessible to pedestrians on or before June 24, 2014.

C. License Area 3: License Area 3 is City property that includes City sidewalks, City land and four parking spaces in the municipal parking lot, 2 of which are ADA parking spaces as depicted in the attached Plan as "License Area # 3". License Area 3 will be used as a staging area throughout the term of this License and will not be accessible to pedestrians or vehicles until the termination of this License as provided in paragraph 3 below.

D. License Area 4: License Area 4 is three on-street parking spaces and the existing driveway entrance on State Street as depicted in the attached Plan as "License Area # 4". License Area 4 will be used for deliveries and will not be accessible to pedestrians or vehicles until the termination of this License as provided in paragraph 3 below.

2. **Use:** Licensee shall make use of the Licensed Areas for the purpose of facilitating Licensee's construction activities only and in accordance with the terms and conditions set forth herein and consistent with a Construction Management and Mitigation Plan ("CMMP") entered into between the City and Licensee.
3. **Term:** This License shall commence upon its execution and shall terminate on June 25, 2015, approximately 16 months from its commencement date. Licensee may make application to the City Manager for an additional sixty (60) days should Licensee, in spite of due diligence in the construction of the project, require additional time to complete the project. The City reserves the right to increase its License Fees if this License Agreement is extended pursuant to the terms set forth in paragraph 5 below.
4. **Notice:** The Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the Licensed Areas and again when it returns the Licensed Areas to the City's control and use.
5. **License Fees:**

There shall be no payment for Licensee's use of the City sidewalks as referenced in Licensed Areas 1, 2 and 3 above.

The Licensee shall pay the City for a total of 8 parking spaces per day: the 7 parking spaces referenced in License Areas 3 and 4 plus one additional space in the municipal parking lot for the required ADA access aisle referenced in Exhibit B. The charge per parking space through the initial term of this License will be the construction permit meter bag daily fee of \$30 pursuant to Chapter 7, Article 1, Section 7.114A of the City Ordinance. The charge per parking space for any renewal or extension of this License Agreement will be \$60 per day.

The anticipated total monthly license fee for the use of the 8 spaces is approximately \$7,200 per month (8 spaces x \$30/day x 30 days). Payments shall be made on a monthly basis in advance, with the first payment to be made prior to the start of construction and subsequent payments shall be due on the first day of each successive month.

The Licensee may return all or any portion of the sidewalk or parking spaces or City land to safe and effective use by the public prior to the termination of this License. Licensee shall contact the Director of Public Works for a determination that the Licensed Area has been returned to safe and effective use. Licensee may terminate this License prior to the end of the term. Failure to remove all vehicles, barriers, materials and equipment and return the Licensed Areas to the City of Portsmouth in the manner prescribed under this License by the end of the term

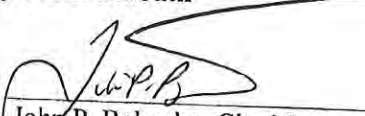
may result in enforcement action by the City. It is in the City's interest that the License Areas be returned to the public use as soon as possible.

6. **Indemnification**: Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury that arises as a result of its utilization of the Licensed Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance**: At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee shall maintain a certificate of insurance on file with the City's Legal Department during the term of this Agreement.
8. **Maintenance of Area**: During the term of this Agreement, Licensee will maintain the Licensed Area in neat and orderly fashion and in accord with the CMMP. The Licensee shall secure the perimeter of the Licensed Area in accordance with its approved CMMP.
9. **Damage**: To the extent improvements to the public ways within the Licensed Area are not already described in the approved site plan, Licensee agrees to take reasonable steps to remedy any damage to the Licensed Area caused by the Licensee's activities. Licensee has entered into a Letter of Agreement with the City attached hereto as Exhibit D, whereby Licensee has deposited Twenty Thousand Dollars (\$20,000.00) in an escrow account for the City to apply to the repair and restoration of License Area 3 after construction is complete.
10. **Compliance With Other Laws**: This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board or the CMMP. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
11. **Revocation**: The City may terminate this Agreement or any provision contained in this Agreement on five (5) business days advance written notice provided to Licensee if the public interest requires such termination.
12. **Contractor and Subcontractor Parking**: Licensee understands and agrees that its contractors and subcontractors for the project shall not utilize on-street parking.
13. **Materials**: Construction materials may be stored within the Licensed Area provided that the materials consist only of those needed on an immediate and ongoing basis for the construction and that the materials do not pose a danger or nuisance to pedestrians using the temporary or abutting sidewalks.

Dated this 11 day of March, 2014.

City of Portsmouth


By:


John P. Bohenko, City Manager
Pursuant to vote of the City Council
of Tuesday, February 18, 2014

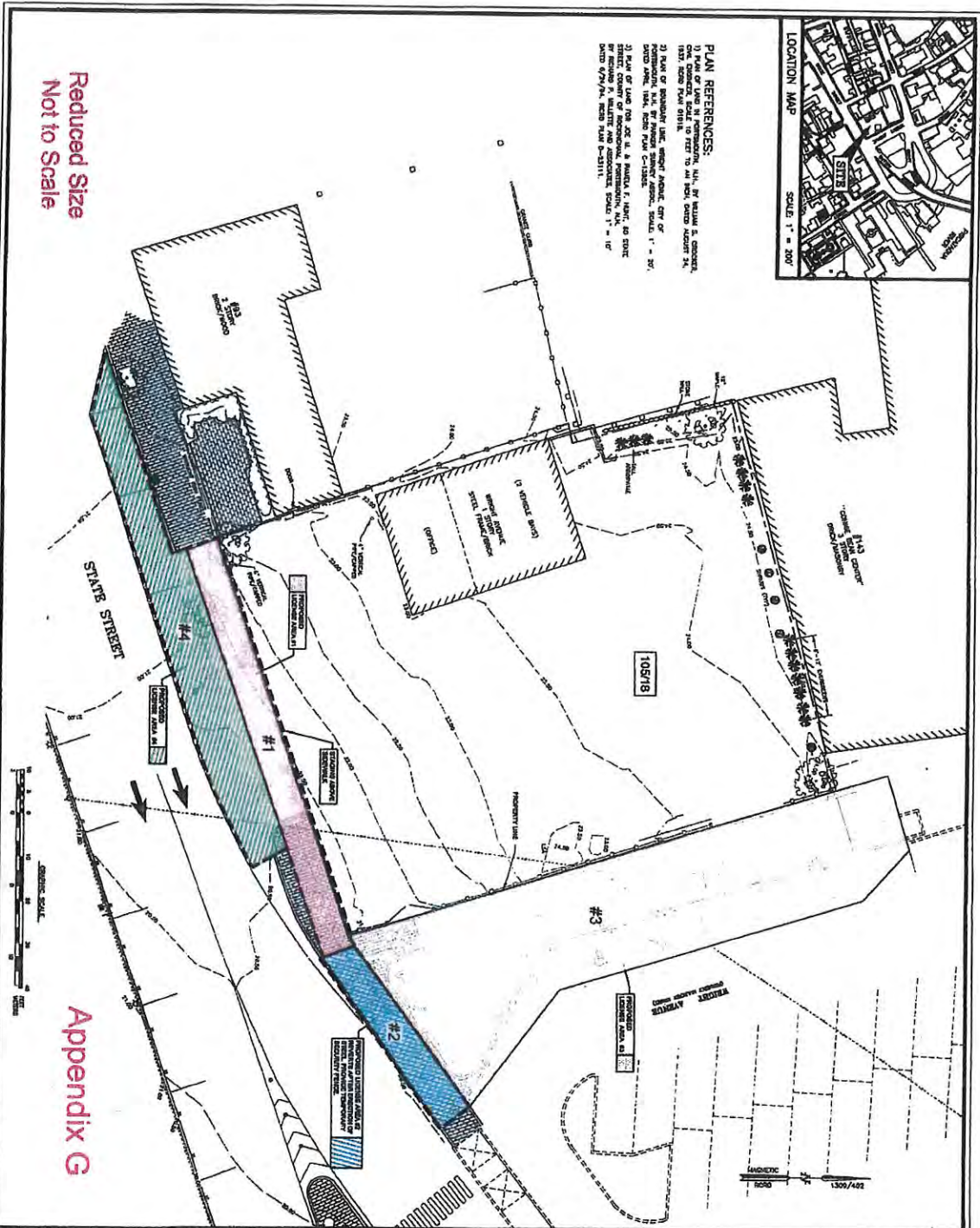
Dated this 9th day of MARCH, 2014.

Wright Avenue, LLC

By:


Stephen Keln
Its Duly Authorized Member

Reduced Size
Not to Scale



- PLAN REFERENCES:**
- 1) PLAN OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 - 2) PLAN OF REDEVELOPMENT LIC. WRIGHT AVENUE, CITY OF PORTSMOUTH, N.H., SCALE 1" = 50'.
 - 3) PLAN OF LOTS 67, 73, & 77 STATE STREET, CITY OF PORTSMOUTH, N.H., SCALE 1" = 10'.
 - 4) PLAN OF LOTS 67, 73, & 77 STATE STREET, CITY OF PORTSMOUTH, N.H., SCALE 1" = 10'.
 - 5) PLAN OF LOTS 67, 73, & 77 STATE STREET, CITY OF PORTSMOUTH, N.H., SCALE 1" = 10'.
 - 6) PLAN OF LOTS 67, 73, & 77 STATE STREET, CITY OF PORTSMOUTH, N.H., SCALE 1" = 10'.
 - 7) THE PURPOSE OF THIS PLAN IS TO SHOW REDEVELOPMENT LICENSE AREAS.

Appendix G

REDEVELOPMENT PLAN
WRIGHT AVENUE, LLC
67, 73, & 77 STATE STREET
PORTSMOUTH, N.H.

NO.	DESCRIPTION	DATE
1	ISSUED PERMITS	1/22/13
2	ISSUED PERMITS	1/22/13
3	ISSUED PERMITS	1/22/13
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98	ISSUED PERMITS	1/22/13
99	ISSUED PERMITS	1/22/13
100	ISSUED PERMITS	1/22/13

NOTES:

- 1) SHOWN ON THE CITY OF PORTSMOUTH RECORDS MAP 105/18.
- 2) OWNER OF RECORD: WRIGHT AVENUE, LLC 17 STATE STREET, SUITE 105 PORTSMOUTH, NH 03801 603-883-1114
- 3) PROJECT IS NOT IN A ZONED MAPING ZONE AS SHOWN ON FILE MAPS 2011/000000, MAP 17, 200A.
- 4) EXISTING LOT AREA: 0.18 AC.
- 5) PROJECT IS LOCATED IN THE CENTRAL BUSINESS & SHOP DISTRICT ZONING.
- 6) DIMENSIONAL REGULATIONS: SEE LOT AREA 2000 S.F. MINIMUM SETBACKS: 10 FEET SIDE SETBACKS: 5 FEET REAR SETBACKS: 5 FEET MINIMUM BUILDING COVERAGE: 50% MINIMUM OPEN SPACE: 0% OTHER: N/A.
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW REDEVELOPMENT LICENSE AREAS.

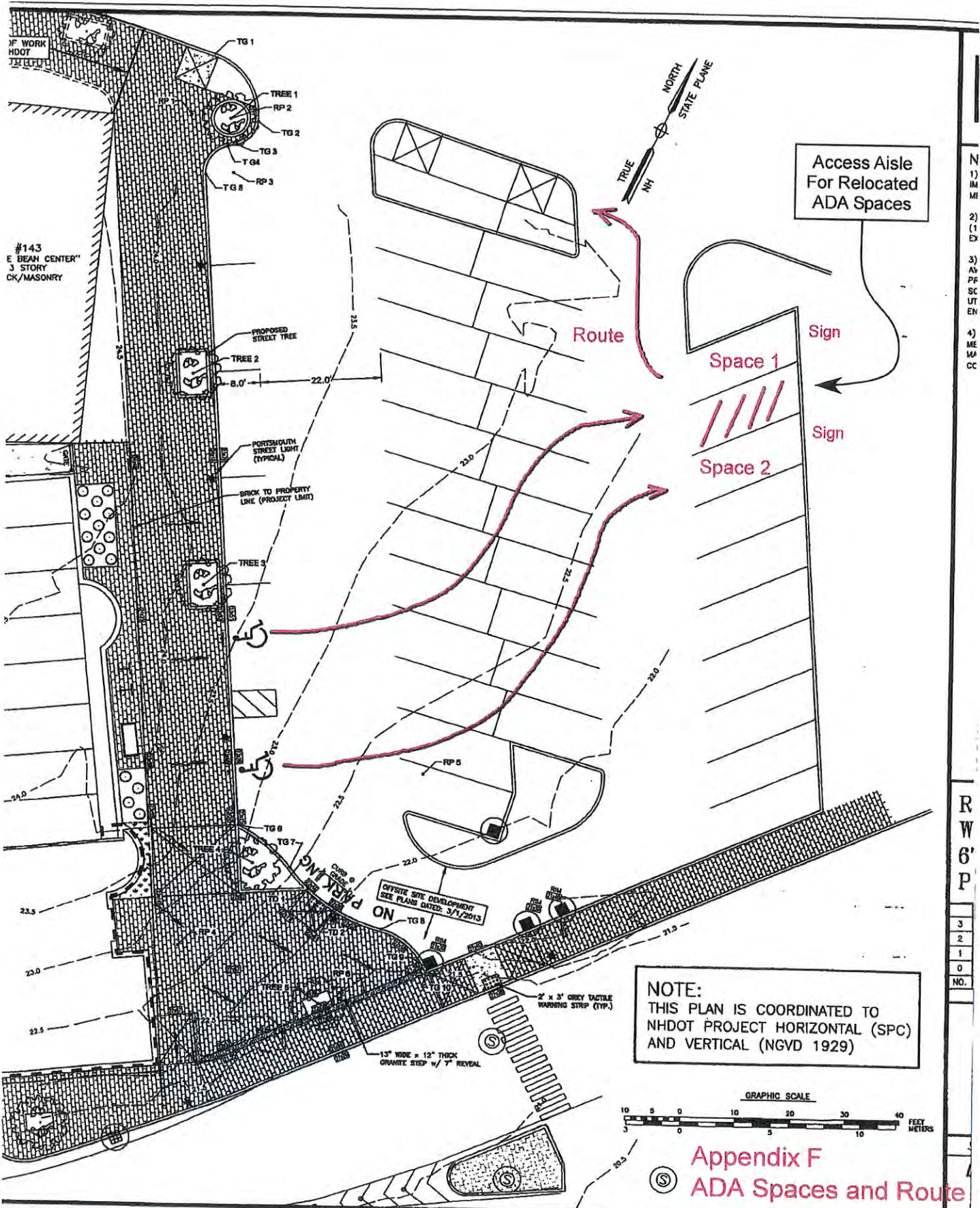
SCALE: 1" = 10'

DECEMBER 2013

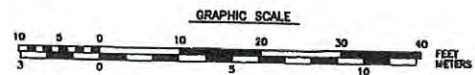
CITY LICENSE PLAN

C1

AMBIT ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 100 North Main Street, Suite 1114
 Portsmouth, NH 03801
 Tel: (603) 233-2888



NOTE:
THIS PLAN IS COORDINATED TO
NHDOT PROJECT HORIZONTAL (SPC)
AND VERTICAL (NGVD 1929)



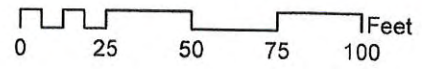
Appendix F
ADA Spaces and Route

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2) (1 EX
3) AV PF
SC UT EN
4) ME
MA CC

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P
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2
1
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NO.



67-73-77 State Street





CITY OF PORTSMOUTH

LEGAL DEPARTMENT

Robert P. Sullivan, City Attorney – 603-610-7204 (Direct Dial)
Kathleen M. Dwyer, Assistant City Attorney – 603-427-1338 (Phone/Fax)
Suzanne M. Woodland, Assistant City Attorney – 603-610-7240 (Direct Dial)

Municipal Complex
1 Junkins Avenue
Portsmouth, NH 03801
(603) 431-2000
(603) 427-1577 (FAX)

December 23, 2013

Stephen Kelm, Member
Wright Avenue, LLC
117 Bow Street
Suite 102
Portsmouth, NH 03801

67, 73 & 77 State Street
Letter of Agreement

Dear Mr. Kelm:

As discussed at the meeting on Thursday, September 26, 2013 regarding the Construction Management and Mitigation Plan (CMMP) for the 67, 73 & 77 State Street project (the "Project"), it was agreed that it would not be efficient or cost effective for the City to complete work on Wright Avenue just to have the brickwork removed once construction on the Project begins.

The City has forgone completion of the work remaining on Wright Avenue in exchange for Wright Avenue, LLC's agreement to place Twenty Thousand Dollars (\$20,000.00) in escrow for Wright Avenue's completion. The City will deposit these funds in escrow and apply them to repair and restore the area. The work will be performed by the City's contractor to the City's standards and specifications. The estimated cost to repair and restore the area was provided in the site plan approved for this Project. This amount is due regardless of whether the Project moves forward or is ever completed. In the event construction on the Project has not begun by April 1, 2014, the City reserves the right to restore the Wright Avenue area with the escrowed funds.

Page 2
October 1, 2013
67, 73 & 77 State Street
Letter of Agreement

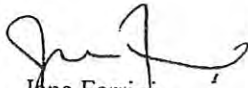
The City has already received Wright Avenue, LLC's first payment in the amount of Ten Thousand Dollars. The second payment of Ten Thousand Dollars is due on or before December 31, 2013.

The parties acknowledge that prior to construction, the CMMP, encumbrance permits and license agreements must be negotiated and approved by the City. This Letter of Agreement does not bind the City to approve any encumbrance permits or license agreements and is only for the purposes of compensating the City for its costs associated with the completion of Wright Avenue as outlined above.

By signing below the parties have indicated their agreement to the terms and conditions set forth above. Please return the executed Letter of Agreement along with payment of Ten Thousand Dollars (\$10,000.00) on or before December 31, 2013.


If you have any questions or require additional information, please call me at 610-7256.

Sincerely,



Jane Ferrini
Staff Attorney
City of Portsmouth

WRIGHT AVENUE, LLC

By: 
Its duly Authorized MANAGING MEMBER
Printed Name: STEPHEN KELLY

cc: David Allen, P.E., Deputy City Manager
Peter Rice, P.E., Director of Public Works
Suzanne Woodland, Assistant City Attorney
Paul McEachern, Esquire

WORKING AGREEMENT

BETWEEN

CITY OF PORTSMOUTH, NEW HAMPSHIRE

AND

THE CITY OF PORTSMOUTH AND

THE PORTSMOUTH SUPERVISORY MANAGEMENT ALLIANCE

July 1, 2014 through June 30, 2016

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The City of Portsmouth, hereinafter referred to as the City and the Portsmouth Supervisory and Management Alliance, hereinafter referred to as the Alliance, in order to maintain the existing harmonious relationship between the City Manager who is Chief Executive as set forth in the City Charter as amended and their employees, join in this Agreement to promote the morale, equal rights, well-being and security of the Portsmouth Supervisory and Management Alliance, the City Manager, hereby agree as follows:

**SECTION I
RECOGNITION**

- A. Alliance personnel covered by this Agreement are those who are employed by the City of Portsmouth in positions identified in paragraph C below.
- B. Whenever the Departments, the Manager, re-employ personnel, or employs new employees, such individuals, provided they are designated supervisory or management employees, shall become members of the Alliance within eight (8) days after completion of probation period or pay a service fee as set forth below.
 - 1. Employees in this bargaining unit shall be notified in writing by the Alliance that each member shall have the opportunity to withdraw from membership for a fifteen day period from July 1 to July 15. Each individual notice of withdrawal of membership shall be in writing postmarked during the notice period.
 - 2. Nothing in this provision, however, shall diminish the withdrawing member's financial obligation to make payment of a service fee to the Alliance in an amount set by the Alliance, not to exceed an amount equal to the cost of the Alliance's Collective Bargaining services and contract administration. The Alliance shall inform the city from time to time of the amount of such service fees.
 - 3. Any deduction made by the City pursuant to 1, and 2 shall be authorized by each employee in writing.
- C. The following position classifications would come under the provisions of the Alliance membership as set forth in this Agreement:
 - General Foreman
 - Water Foreman
 - Assistant Recreation Director
 - Equipment Maintenance Foreman
 - Chief Plant Operator
 - Highway Foreman
 - Building Maintenance Foreman
 - Sewer Foreman
 - Recreation Supervisor
 - Pool Supervisor
 - Assistant Chief Plant Operator
 - Parking Garage Supervisor
 - Solid Waste Coordinator
- D. The City hereby recognize that the Alliance is the sole exclusive representative of the permanent, full-time employees of the City and who are members of the Alliance for the

purpose of bargaining with respect to wages, hours of work and working conditions, and the Alliance unreservedly accepts and recognizes the necessity of the City to operate within their budgets as set by the City Charter as amended.

- E. The City agrees for itself and any of its authorized agents that it will not bargain with any individual Alliance member on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- F. The Alliance agrees for itself and its members that no member will bargain with the City or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, transfers or promotions.
- G. The City will pay the additional cost of a commercial drivers license to any employee obtaining such license and subsequent renewal.

SECTION II EMPLOYMENT AND TERMINATION

- A. All Alliance personnel covered by this Agreement shall have a check-off of their Alliance dues upon the signed authorization of Alliance member.
- B. All appointments of members of the Alliance bargaining unit will be made for a working test period of six months subject to close review as to his/her competency to carry out his/her assignments. The City Manager may, upon request of the Department Head, extend this working test period to a maximum of an additional three (3) months if, in their opinion, it is necessary. This period supplements the formal examination, etc., and is the final determination of whether the person shall be given regular status. The City Manager may extend the probation for an additional six months, for just cause.
- C. The relative fitness of the applicants for appointments or promotion for a position within the classified service, will be determined by the consideration and rating of any or all of the following qualification factors: experience, general adaptability, special aptitudes, physical fitness, knowledge, skills, personality, character, education and examination. All factors being equal, seniority shall determine appointment.
- D. All new supervisory or management vacancies shall be posted on the bulletin boards in advance for a period of seven (7) working days prior to the filling of the position.
 - 1. Written evaluations, initiated by the City Manager, Department Head, or the individual Alliance member, may be used as the basis for conferences pertaining to promotions. All parties are to initial the evaluation following the conference to indicate the evaluation has been read, but does not mean all parties agree with the evaluation.
 - 2. Each Alliance member shall be entitled to access to his/her personnel file.
 - 3. In the event that a Department Head or the City Manager or their representative removes materials from an Alliance member's personnel file, a dated notation shall be placed in the file by the person or persons removing the material.

4. No information contained in the files of a bargaining unit member will be released to outside persons or agencies without prior approval of the member, except for verifying employment, duration or employment or salary. Each bargaining unit member, during normal working hours, shall have the right of reviewing or duplicating materials in his/her file.
 5. Although management agrees to protect the confidence of personal references and other similar material, it shall not maintain a separate personnel file that is not available for his/her inspection.
- E. When bidding on a new job (via promotion or transfer), the permanent full-time employee shall have a trial period of three (3) months in which he/she may request to be reinstated in his/her previous position.
 - F. When it becomes necessary to reduce the number of employees working for the City, because of lack of work or funds, the City Manager will then decide which Alliance member will be laid off. Analysis will be in the following order as referred to in the Merit System:
 1. Efficiency;
 2. Demoting Alliance personnel to lower classification for which they are qualified;
 3. All factors being equal, seniority will be the determining factor.
 - G. Bargaining unit Members separated from the service through no fault of their own, will be placed on a re-employment list in inverse order of the layoffs. Alliance personnel who are re-hired shall retain their seniority.
 - H. The City agrees that it will not discriminate against, intimidate, or coerce Alliance personnel in the exercise of their rights to bargain collectively through the Alliance because of his/her membership therein or his/her activities on behalf of the Alliance.
 - I. A bargaining unit member's seniority shall commence with his/her hiring date, provided the member is not discharged and is in the Department's continuous employ beyond the probationary period.

There shall be one seniority list.
 - J. A bargaining unit member shall not forfeit seniority during absence caused by:
 1. Illness resulting in total temporary disability due to his/her regular work with the Department, certified by an affidavit from the Worker's Compensation Carrier;
 2. Illness related to his/her employment and not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit every three (3) months.
 - K. If a bargaining unit member leaves the service of the City in good standing and is subsequently re-employed, he/she shall incur no loss of longevity benefits accrued prior

to his/her leaving said service, and all longevity shall be restored to him/her upon re-employment.

SECTION III LEAVE OF ABSENCE

A. Bargaining Unit Members shall be entitled to the following leaves of absence:

1. Leave may be granted to Alliance members for the purpose of attending conferences, committees or meetings of the like without loss of salary or benefits subject to approval of the City Manager. This leave may be granted to one member for three (3) days or three members for one (1) day each as requested by the Union.
2. Two (2) days leave may be granted for personal business which cannot be transacted at any other time. Said personal leave shall be non-accumulative and based on the contract year usage (July 1st to June 30th). Wherever possible, twenty-four (24) hour notice shall be given and the leave must be approved by the Department Head prior to use. Personal days will be awarded on July 1 of each year. In order to qualify for the two (2) personal days, an employee must have completed his or her probationary period prior to July 1. In other words, a new employee will not get any personal days until July 1 following the completion of his or her probationary period.
3.
 - A. All employees shall be entitled to bereavement leave up to three (3) days with pay for a death in the immediate family.
 - B. An additional two (2) days may be granted by the Department Head, at his/her discretion, for a death in the immediate family.
 - C. Immediate family shall be defined as follows: Spouse, child, adopted child, parent, parent by adoption, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law,.
 - D. Employees shall be entitled to one (1) day of bereavement leave to attend the funeral of the following family members: aunt, uncle, grandparent-in-law, niece and nephew.
 - E. Extensions may be granted by application to the Department Head.
4. Paid leave for juror or witness service will be granted for the period of time he/she is unable to return to work. A copy of all or any subpoena along with any monies

Deleted: Effective on July 1, 2009, eligible members will be entitled to four (4) personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and will not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.¶

received from this service (other than personal expenses, such as travel) shall be transmitted to the City Comptroller.

B. Leave Without Pay

Written leaves of absence without pay may be granted by the City Manager as appropriate for a period of six months. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

C. Accidental Injuries

1. The City shall provide and maintain Worker's Compensation Insurance coverage on each employee covered by this Agreement.
2. In case of accidental personal injury to any employee covered by this Agreement arising out of and in the course of his/her employment, the City shall adjust the employee's pay so that he nets the same amount as if he had actually worked. This shall be accomplished by either paying the difference to the employee, or if the Worker's Compensation benefit is more than the net pay, the City shall deduct the amount of the difference from a withholding account. Any payments by the City shall be made until the employee is able to return to work, but in no event shall such payments by the City exceed fifty-two (52) weeks.
3. If, during the incapacitation of any employee due to injury arising out of the course of his employment, the employee shall be entitled to annual leave in accordance with this Section V. Paragraph A., then said employee shall be indemnified in pay or awarded annual leave at a later date equal to the annual leave lost because of the said injury at the discretion of the Department Head.

D. Military Leave of Absence

Any bargaining unit member who is ordered for active military service as a member of the Armed Forces of the United States of America, or who is engaged in activities in the Reserve Forces of the United States of America, or State National Guard, shall be granted leave of absence to perform such military duties with the City paying the difference in salary between the employee's base pay and his military pay for said duty and without loss of leave time. Such leave shall be considered military leave. However, the payment of the salary differential shall not exceed fourteen (14) days a year and shall not apply to regular monthly meetings.

Family and Medical Leave Act: Independent of any other section of this contract, employees shall be entitled to leave as required by the Family and Medical Leave Act.

The Association and the employer agree that Interim Policy as implemented by the City Manager regarding the Family Medical Leave Act, Policy #30, shall be applicable to the employees covered by this agreement. It is further agreed that should management initiate a change to said policy that it will be negotiated with the Association and subject to all appropriate approvals (unless required by law).

E. Medical Appointments

The City shall allow each full-time permanent employee time off with pay for a doctor, dentist, hospital or other medical related appointments not lasting over two (2) hours per appointment. Employees may take time off in half hour increments but will not exceed a total of 6 hours per contract year.

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**SECTION IV
PAY INCREASES, LONGEVITY, MEDICAL INSURANCE**

A.

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B. COLA ADJUSTMENT

Deleted: A 10-year step at 2.75% above the prior step will be added effective July 1, 2010, and a 25-year step at 2.75% above the 10-year step will be added effective July 1, 2012.

Effective July 1, of each year from July 1, 2014 through June 30, 2016, a COLA Adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

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The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average in the CPI-U for the Boston-Brockton-Nashua -MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the ten (10)-year rolling average in the CPI-U for the Boston SMSA calendar year 2004 (Nov. 2003-Nov. 2004) is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%

Applicability After Contract Expires: It is clearly understood that in the event that the two year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2016 that no further COLA adjustments after July 1, 2015 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2016.

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The parties agree that in the event that the City approves COLA increases, general wage increases, or general bonuses for fiscal years 2009 through 2014 for any other City or School District bargaining unit, except the Association of Portsmouth Teachers, that are greater than the increases generated under the COLA Adjustment clause in this contract, members of this bargaining unit shall be entitled to the same increases. This provision will not be applicable if:

a) Another bargaining unit receives COLA increases for fiscal years 2010 through 2014 in accordance with the same COLA formula in this contract, but not for fiscal year 2009.

b) Another bargaining unit receives COLA increases for fiscal years 2009 through 2014, but the total compounded impact is less than the total compounded impact the COLA adjustments provided by this contract. The total compounded impact is measured by the total new dollars generated on \$1000 in base wages over the term of the contract. For example, under this contract, \$1000 in base wages would generate \$507.24 in total new dollars for fiscal years 2009 through fiscal year 2014 (assuming 1% COLA increases for fiscal years 2011 through 2014). Partial year COLA adjustments shall result in pro-rated dollar increases for such years. (See Appendix A for calculations on this contract).

c) Another bargaining unit agrees to a contract through fiscal year 2013, then negotiates a different COLA adjustment for fiscal year 2014 as a part of a successor agreement.

C. Any bargaining unit member working more than forty (40) hours in a work week as set forth in Section VI A shall be paid at the rate of one and one-half (1 1/2) times his/her rate of pay.

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D. An employee called in after hours shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times his/her-rate of pay. Any member of the bargaining unit who is required to be on call for a week at a time will be paid a stipend of one hundred, and fifty dollars (\$150.00) for the week. the Water Chief Plant Operator called out during off-duty hours will earn one-half day comp time, subject to Supervisor's approval, with a maximum of ten (10) days of accrual and limited to one-half day accrual during any day.

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E. An employee promoted to a position which has a higher maximum hourly rate shall receive a pay raise for one step over his/her present rate upon promotion or to the minimum of the new position, whichever is greater, and such increase as is set forth in the Salary Plan, thereafter, based upon the date of promotion.

F. All general increases shall be additional to the step increases to which the employees are entitled.

G. Medical Insurance: The City will provide health insurance for all bargaining unit members for individual, two person, or family coverage as appropriate. The health insurance plan shall be SchoolCare Plan of the New Hampshire School Health Care Coalition as administered in accordance with its Articles of Agreement and By-laws or equal and comparable coverage. Newly hired employees into the SMA bargaining unit who are not already covered by health insurance provided by the City shall be entitled to said coverage on the first of the month following date of hire.

Deleted: the sixty (60) days of continuous employment.

The Union will have the option of either moving entirely to the Cigna SchoolCare Consumer Driven Health Plan at a 95% (City)/5% (Employee) premium split, or retaining the current SchoolCare plans at an 85.5% (City)/14.5% (Employee) premium split effective July 1, 2014 and an 85% (City)/15% (Employee) premium split effective July 1, 2015. Regardless of which health insurance option the Union selects, the City's total contribution to health insurance (including any premium, additional tax or assessment) will not exceed the current threshold levels for assessment of the "Cadillac Tax" under the Affordable Care Act (\$10,200/single \$27,500/2-person and family).

Deleted: Each employee will pay thirteen fourteen and one half percent (134.05%) of the cost of the SchoolCare coverage provided to him or her through payroll deduction and effective July 1, 200814; and fourteen fifteen percent (145.0%) effective July 1, 20105.¶

The parties agree that employees currently receiving stipends in lieu of health insurance coverage will continue to receive them at the dollar level in effect at the time this agreement is

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reached. No additional employees shall receive such stipends when both spouses work for the City. In order to receive health insurance opt-out stipend, employee must present proof of enrollment in alternative employer-sponsored health insurance plan that does not subject the City to any fees, fines or assessments under the Affordable Care Act. Further the City will not provide health and/or dental coverage if an employee is already covered by the same or similar health and/or dental plan by the City or School Department.

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In the event SMA members choose to change from SchoolCare back to the NHMA Trust, they will have the option to do so as long as they provide a 30 day notice. In the event they choose to convert their health insurance back to NHMA Trust, the co-pay will be as follows:

Blue Choice Co-Pay

Matthew Thornton Co-Pay

July 1, 2008	19%	July 1, 2008	15.0%
July 1, 2009	19%	July 1, 2009	15.0%
July 1, 2010	20.0%	July 1, 2010	15.5%
July 1, 2011	20.0%	July 1, 2011	15.5%
July 1, 2012	20.0%	July 1, 2012	15.5%
July 1, 2013	20.0%	July 1, 2013	15.5%

the City may offer two (2) additional optional plans based upon the Comp 100-MC and Blue Choice One plans with premium share as described above. Co-pay shall be twenty dollars (\$20.00) for office visits, one hundred dollars (\$100.00) for emergency room visits, and \$10/\$20/\$30 for 30-day retail or 90-day mail order prescriptions.

Deleted: Effective July 1, 2008

The Association agrees to participate in a City-wide committee to explore health insurance options.

H. Longevity: Employees shall receive the following longevity bonuses payable in December to employees who are on the payroll at the time of payment. Longevity payments will be made annually at the level established below based upon full-time service with the City:

After the completion of 5 years of service \$ 255.05
 After the completion of 10 years of service \$ 510.10
 After the completion of 15 years of service \$ 765.15
 After the completion of 20 years of service \$ 1,020.20
 After the completion of 25 years of service \$ 1,275.25
 After the completion of 30 years of service \$ 1,530.30
 After the completion of 35 years of service \$ 1,785.35

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These longevity bonuses will increase by the 10-year rolling average each July 1 of this contract.

I. The City shall undertake to defend and pay any judgment issued against an employee covered by this Agreement arising out of an act or omission of the employee for personal

injury, including death or damage to property while the employee was engaged in the performance of his duties.

- J. The City shall enroll all members of the Alliance in the [SchoolCare – Plan 2 1500 Max \(DPO2C\)](#) for individual, two-person or family coverage or equal and comparable coverage.

Deleted: Delta Dental Plan II

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- K. The City shall provide a group life insurance policy for all eligible members of the Association in the amount of the current annual pay of the individual employee (rounded up to the nearest one thousand dollars), in accordance with the conditions set forth in the insurance policy.
- L. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this five (5) year agreement — such plan would only become effective if ratified by the Association, approved by the city Manager and approved by the City Council.
- M. The City will provide long-term disability insurance to members of the bargaining unit with no cost to the employee.
- N. Employees will be entitled to a course reimbursement by the City for courses taken that would provide for improved job performance. Prior approval by the City Manager is required. Reimbursement shall be contingent upon successful completion of the course.

**SECTION V
ANNUAL LEAVE**

- A. Bargaining Unit Members shall be paid for actual time worked, all approved leaves and all approved holidays.
- B. Bargaining Unit Members shall receive paid annual leave as follows after completing one (1) full year's service:

1 through 60 months service ---- .833 day/mo.
 61 through 72 months service ---- .917 day/mo.
 73 through 84 months service ---- 1.000 day/mo.
 85 through 96 months service ---- 1.083 day/mo.
 97 through 108 months service ---- 1.167 day/mo.
 109 through 120 months service ---- 1.250 day/mo.
 121 through 132 months service ---- 1.333 day/mo.
 133 through 144 months service ---- 1.417 day/mo.
 145 through 156 months service ---- 1.500 day/mo.
 157 through 168 months service ---- 1.583 day/mo.
 169 through 180 months service ---- 1.667 day/mo.

- C. The accumulated leave allowed will be fifty (50) days per calendar year. Any unused annual leave at the end of the year may be applied to 50-day cap. In the event an employee has accumulated more than fifty (50) days of unused annual leave at the end of each year, said employee shall be paid no more than ten (10) days accumulated annual leave in excess of fifty (50). Payment will be made in February following the calendar year.

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**SECTION VI
HOURS OF WORK AND OVERTIME**

- A. The work week for a Bargaining Unit Member shall be as follows:
 - 1. Public Works: Forty (40) hours per week, Monday through Friday. The City may modify the Monday through Friday limitation in this provision for vacant and new

|
positions or upon mutual agreement with an employee.

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2. Recreation: Any consecutive five days totaling forty hours. Compensatory time or overtime payment at the option of the Department Head based on 1 1/2 times salary after forty (40) hours.
3. ~~All holidays shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV, but paid leave including but not limited to sick leave, vacation, personal, doctor's appointments and comp time will not be considered time worked for overtime purposes. Effective July 1, 2014, bereavement shall be considered part of his/her forty (40) hours and shall be compensated as set forth in Section IV.~~

Deleted: Effective June 8, 2009

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If the City approves a successor agreement with AFSCME Local #1386 that allows paid leave including but not limited to vacation, sick leave, personal, bereavement, doctor's appointments or comp time to be counted as time worked for overtime purposes, then the City shall reimburse any SMA bargaining unit member who lost OT under this agreement attributable to that overtime provision that was not replicated in the AFSCME successor agreement. For example, if the AFSCME successor agreement does not exclude vacation from time worked for OT purposes, then any SMA bargaining unit member who lost overtime under this agreement due to vacation shall be reimbursed for such overtime. Further, this agreement shall be reformed to reflect the AFSCME overtime provisions on the effective date of the AFSCME successor agreement.

- B. Non-Bargaining Unit Members may work overtime only on condition that members of the Alliance are not available.
- C. Any Bargaining Unit Member who shall perform duties of a higher rate for more than five (5) consecutive days shall be paid at the higher rate of pay while performing such duty, but at no time shall any alliance member be paid at a lower rate than that at which he/she is classified except for demotion because of physical incapacity or under Section II, F.
- D. COMP-TIME IN LIEU OF OVERTIME: The parties agree that in lieu of overtime, a department head (totally within his/her discretion) may grant comp-time if the employee agrees to accept it, subject to City Manager approval. Comp-time, if granted, must be granted in accordance with FLSA requirements.

SECTION VII SICK LEAVE

Eligibility: Sick leave without loss of pay shall be computed at the rate of fourteen (14) days per year (or 1.166 days per month).

- A. Employees hired prior to May 1, 1990 shall be entitled to Accumulated Sick Leave without limitation as to the number of days.
- B. Employees hired on or after May 1, 1990 shall have Sick Leave Accumulation limited to 150 days.
- C. Employees hired after July 1, 1996 shall accumulate sick leave as set forth in Item B above, but shall receive no

payment of sick leave upon retirement, termination, or death. Employees in this category who have accrued at least one hundred (100) sick days at beginning of a calendar year will be entitled to be paid three (3) sick days pay if no sick days are used in the calendar year and 1 day sick day pay if 1 sick day is used in the calendar year.

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- D. Upon retirement from employment or termination of the employee, an amount equal to eighty-five percent (85.0%) of the employee's accumulated sick leave shall be paid to the employee. Upon death of an employee, while in the employment of the City, the City shall pay to the employee's estate an amount equal to one-hundred (100%) percent of the employee's accumulated sick leave.

BUY OUT OPTION

- E. The parties agree that in the event the City Council appropriates money to use to buy out a portion of employee's sick leave, that each employee may accept buyout of any portion he or she voluntarily agrees to in writing based upon the terms offered. The parties recognize that if limited buyout funds are available, buyout offers will be made to employees based on seniority.

NOTICE PROVISIONS

- F. To be entitled to payment as set forth above, the employee must give the City notice by February prior to the fiscal year in which payment is to be made. If such notice is not given and the employee retires or voluntarily terminates employment, the employee will not be entitled to be paid for his or her accumulated sick leave until the first pay period of July following his or her retirement or termination or 120 days after his or her retirement or termination which ever is later. If the employee is involuntarily terminated by the City or leaves under one of the following exceptions notice will be waived and then the employee will be paid for his or her accumulated sick leave within seventy five days of termination.
1. Resignation at the request of the City Manager.
 2. Disability retirement.
 3. Retirement caused be serious illness or injury which otherwise does not qualify for disability retirement.
 4. Retirement caused by a serious family illness where the employee is needed to attend the family member in need.
 5. Other circumstances that arise precipitously which make it impossible for an employee to meet the notice requirements of this section, only if the City Manager approves in advance of the payment without the required notice.

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[Employees who give sufficient notice will be able to receive payout in two separate years].

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**SECTION VIII
HOLIDAYS**

Alliance members shall be paid at their regular rate for the following legal holidays:

- New Year's Day
- Martin Luther King, Jr. Day (which is the State's
Civil Rights Day)
- Washington's Birthday
- Veteran's Day
- One-half day on Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Monday if Christmas comes on Tuesday
- Friday if Christmas comes on Thursday

In the event the City eliminates 1/2 day on Good Friday from the AFSCME Local 1386 contract in exchange for 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, the Alliance will adopt the same schedule regarding these holidays.

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday for Alliance members. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.

**SECTION IX
EQUIPMENT**

- A. The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of a Department and the Alliance may meet once in ninety (90) days at the request of either party to discuss such regulations. The Alliance agrees that its members who are employees of a Department will comply with the Department's Rules and Regulations relating to safety, economy, continuity and efficiency of the service to the Department and the public.
- B. Each Department agrees to furnish raincoats and boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for one issued.
- C. Each Department shall furnish rubber gloves for all work on existing sewer lines.

D. The Alliance and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.

E. all SMA bargaining unit members will be provided uniforms which must be worn when the employee is working if the departmental policy requires it.
Each department will be responsible for developing its own uniform policy.

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Effective July 1, 2014, the stipend shall increase to one hundred and twenty five dollars (\$1250.00). Each department shall have the right to establish specifications for footwear for jobs to ensure safety.

Deleted: All SMA employees will receive a flat stipend of seventy-five dollars (\$75.00) to purchase appropriate footwear payable in July of each year (commencing July 1, 2004).

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SECTION X GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an employee or group of members arising out of an interpretation of the provisions of this Agreement or conditions of employment implied but not necessarily stated in this agreement.

A grievance to be considered under this procedure must be initiated by the member within seven (7) working days of its occurrence.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. (This is specifically meant to apply to situations where a department head might try to sit on a grievance and not respond to it.)

C. Any member who has a grievance shall put it in writing with his/her Department Head, in an attempt to resolve the matter at that level.

D. If, as a result of the submission of the grievance, the matter is not resolved to the satisfaction of the member within seven (7) working days, he/she shall set forth the grievance in writing to the City Manager or the Commission, as appropriate, specifying:

1. The nature of the grievance and date occurred;
2. The nature and extent of the loss or inconvenience;
3. His/her dissatisfaction with decisions previously rendered.
4. The results of previous discussion.

The City Manager shall communicate, their decision to the grievant in writing within seven (7) working days of receipt of the written grievance.

E. If a grievance is not resolved to the Union's satisfaction, the Union will notify the City Manager within 15 working days after receipt of the decision of its intention to arbitrate or the decision rendered will be binding on both parties. Arbitrators shall be selected

according to the procedures established by PELRB. The parties will share the cost of the arbitrator's fees on a 50/50 basis.

- F. It is further agreed that any arbitration rendered under this contract shall be subject to the review provisions of RSA-542.
- G. An arbitrator deciding a grievance under this contract shall have no authority to alter, amend, change, add to or delete, the terms of the contract of the parties.
- H. For the proposes of this section working days shall be Monday through Friday excluding Saturdays, Sunday and holidays.

**SECTION XI
AMENDMENT**

- A. The signing of this Agreement by the authorized representative of the Alliance, and the City shall constitute the effective date of this Agreement.
- B. This Agreement remains in effect until June 30, 2008. Should neither party to this Agreement initiate negotiations as required by law, this Agreement shall automatically be renewed.
- C. To promote peace and harmony, meetings between the Alliance and the City Manager shall be conducted at approximately 3:30 p.m.

**SECTION XII
CONFLICT**

In the event of a conflict between the provisions of this Agreement and the existing policies and procedures of the City in regard to wages, hours of work and working conditions, it is agreed that this Agreement shall govern the relationship between the parties.

**SECTION XIII
COPIES**

Copies of this Agreement shall be provided to all Alliance members along with any appendices at the City's expense.

**SECTION XIV
CLASSIFICATION STUDY**

The City agrees to review the classification of the Assistant [Recreation Director](#) position during 2014-15, with any adjustment effective [July 1, 2014](#).

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**SECTION XV
STANDBY MONITORING COMPENSATION SYSTEM**

An employee required to be on stand-by to monitor and control the water system and/or the Waste Water System via a lap top computer or similar device during non-working hours will be compensated as follows:

1. \$2.00 per hour while on stand-by to monitor and control including responses to beeper alarms, computer trouble shooting, etc. and payable whether or not any alarms go off. Effective July 1, 2014, stand-by premium will increase to \$2.50.
2. When an employee who is on stand-by to monitor the system must come in to correct the problem, the employee will receive a two hour minimum at overtime rate. [As opposed to a 4 hour emergency call-in set forth in SMA Contract Section IV, Paragraph D]. Effective June 8, 2009, this minimum will be changed to three (3) hours.
3. It is understood that an employee who is on standby to monitor the system will not be paid for mileage or travel time if he/or must return to the plant to correct a problem.
4. The compensation system set forth in #1, #2, and #3 above shall be subject to revision if necessary to efficiently deal with operating conditions. Such revisions would have to be negotiated although interim adjustments could be put into effect pending negotiations.

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This section shall be effective March 1, 1996 to the extent any employee was performing such monitoring.

Signed this _____ day of _____ 2014.

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For the City of Portsmouth

For the Supervisory Management Alliance

John P. Bohenko,
City Manager

Michael Jenkins, President SMA

Dianna Fogarty,
Human Resources Director

Todd Croteau
Negotiating Team Member

Deleted: Silke Psula

Thomas Closson
City Negotiator

Paula Anania
Negotiating Team Member

Deleted: J. Flyare

Negotiating Team Member
Public Works Director

Tim BaileyPeter Rice

Deleted: Steven Parkinson,

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Event Listing by Date

Page: 1

Starting Date: 10/ 6/2014

Ending Date: 8/31/2015

Start End	Type Description	Location	Requestor	Vote Date
10/11/2014 10/11/2014	RACE Contacts: Catherine Edison, Community Child Care Center (603) 422-8223 Ben Anderson and Hannah Comeau, Prescott Park Arts Festival (603) 436-2848 or hannah@prescottpark.org Community Road Race Series		Prescott PPAF/Seacoast Communi	11/18/2013
10/17/2014 10/17/2014	FESTIVAL	Chestnut Street	NH Film Festival	8/18/2014
10/18/2014 10/18/2014	WALK Mary-Jo Monusky, Executive Director of Arts in Reach is the contact for this event. This event is from 9:00 a.m. to 11:00 a.m.	11 Jewel Court	Arts in Reach	7/14/2014
10/25/2014 10/25/2014	WALK This event begins at Prescott Park Public Forum area and will continue onto the Memorial Bridge and back.	Prescott Park - Public Forum	Seacoast Rotary Club	/ /
11/ 9/2014 11/ 9/2014	ROAD RACE Jay Diener, Co-race Director is the contact for this event. 603-758-1177 This race begins at Wallis Sands State Park and finishes at Portsmouth High School.	Wallis Sands State Park	Seacoast Half Marathon	9/22/2014
11/27/2014 11/27/2014	ROAD RACE Contact: Matt Junkin		Seacoast Rotary Club	11/18/2013
12/13/2014 12/13/2014	ROAD RACE This event begins and ends at Little Harbour School. Time: Registration 9:00 a.m. Race: 10:00 a.m.	Little Harbour School	The Arthritis Foundation	7/14/2014
12/31/2014 12/31/2014	FESTIVAL Barbara Massar is the contact for this event. This event begins at 4:00 p.m. until Midnight throughout downtown	Market Square	Pro Portsmouth, Inc. - First N	9/22/2014
2/15/2015 2/15/2015	FESTIVAL Caitlyn Hassett, Chair, Events Committee Portsmouth Gas Light 969-8657	Hanover Street/Market Street Parking Lot	Chamber of Commerce - Fire & I	9/22/2014
5/ 3/2015 5/ 3/2015	FESTIVAL Barbara Massar is the contact for this event. This event begins at Noon to 4:00 p.m. Street closure - Pleasant Street - State Street to Market Square; no parking on Market Street - Bow Stree to ISSCo. entrance.	Downtown	Pro Portsmouth, Inc. - Childre	9/22/2014

Event Listing by Date

Starting Date: 10/ 6/2014

Ending Date: 8/31/2015

Start End	Type Description	Location	Requestor	Vote Date
5/ 9/2015 5/ 9/2015	ROAD RACE Carolyn Ostrom, Community Relations Specialist (603) 610-5530 Cell: (617) 501-2728 costrom@vtnhkomen.org This race begins on the Peirce Island Bridge and finishes at Strawberry Banke - Hancock Lot	Strawbery Banke	Susan G. Komen New Hampshire R	9/22/2014
6/13/2015 6/13/2015	FAIR Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m. throughout downtown	Downtown	38th Market Square Day - Pro P	9/22/2014
6/13/2015 6/13/2015	ROAD RACE Barbara Massar is the contact for this event. This event begins at 9:00 a.m. with roving closures for race course	Market Square	38th 10K Road Race - Pro Ports	9/22/2014
6/20/2015 6/20/2015	FUND Alyssa Salmon is the contact of this event. Contact No. 430-1140 x14.	Pleasant Street	Big Brothers Big Sisters of th	8/ 4/2014
6/27/2015 6/27/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/ 4/2015 7/ 4/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	9/22/2014
7/11/2015 7/11/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/18/2015 7/18/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/25/2015 7/25/2015	MUSIC Barbara Massar is the contact for this event. The event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
8/ 1/2015 8/ 1/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	9/22/2014



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
(603) 431-2000

To: John Bohenko, City Manager

From: Fire Chief Achilles *SA*
Kim McNamara, Health Officer
Kristin Shaw, Deputy Health Officer *KS*

Date: October 15, 2014

Re: **Ebola Virus Disease Preparedness and Enterovirus D68**

Ebola Virus Disease Preparedness:

The Fire and Health Departments have been monitoring the ongoing outbreak of Ebola (EVD). The risk of an Ebola outbreak in the U.S. is very low, but until the outbreaks in W. Africa have been contained, a risk will remain in the U.S. This past Thursday, staff from both departments participated in an EVD table-top and preparation discussion with key personnel of the Portsmouth Regional Hospital. We reviewed health care and public health responses to a reported or confirmed case of EVD. We discussed current Center for Disease Control and Prevention and Department of Transportation guidelines and recommendations, as well as what additional procedures the hospital, fire department, and city should implement locally. New information regarding this virus is evolving and as such, modifications to emergency planning and response will be made. At this point we can report that we are implementing triage, personal protective equipment, notification, and patient care and transport guidelines for suspected or confirmed cases of EVD. We will transport patients to Portsmouth Regional Hospital which has also implemented guidelines to properly and safely receive these patients. We have also reviewed the risk of imported cases coming into the city through the port with the Director of Ports and Harbors. We believe the risks are low, that the US Coast Guard has screening and documentation procedures in place, and that in an event of a medical emergency on a vessel we will work with the Port Authority and US Coast Guard to respond appropriately. We will continue to monitor, plan, and prepare. We are available to discuss this further and will brief you throughout this event.

Enterovirus D68:

Enterovirus D68 (EV-D68) is one of more than 100 Non-polio enteroviruses first identified in California in 1962. It causes mild to severe respiratory illness, with symptoms that may include fever, runny nose, sneezing, cough, and body and muscle aches. Severe symptoms may include wheezing and difficulty breathing.

In general, infants, children, and teenagers are most likely to get infected with enteroviruses and become ill due to lack of immunity from previous exposures to these viruses. Adults can

get infected with enteroviruses, but they are more likely to have no symptoms or mild symptoms. Children with asthma may have a higher risk for severe respiratory illness caused by EV-D68 infection.

The virus can be found in an infected person's respiratory secretions, such as saliva, nasal mucus, or sputum. EV-D68 likely spreads from person to person when an infected person coughs, sneezes, or touches a surface that is then touched by others.

A mix of enteroviruses circulates every year, and different types of enteroviruses can be common in different years. This year the number of people reported with confirmed EV-D68 infection is much greater than that reported in previous years. (CDC)

NH Department of Health and Human Services, Division of Public Health Services has asked for reports of clusters or severe cases of respiratory illnesses. To date, approximately 80 cases have been reported of which 11 cases were indentified as EV-D68. Identification of this virus in NH was expected and its presence does not change recommendations for prevention and control.

There is no vaccine available for EV-D68 nor is there specific treatment for it. Over the counter medications can be used to help alleviate symptoms of pain and fever and general good hygienic practices (avoid contact with sick people, proper hand-washing, stay home if ill, avoid touching face) will protect individuals from respiratory illnesses such as this.

The Centers for Disease Control and Prevention is currently investigating a cluster of nine cases of children in Colorado with a neurologic syndrome that includes limb weakness, along with other reports in other states. The cause of this syndrome is presently unknown and no clear association with EV-D68 infection has been found. The investigation is ongoing.

DRAFT

2015 SCHEDULE OF CITY COUNCIL MEETINGS AND WORK SESSIONS

Regular Meetings - 7:00 p.m.

January 5 and 20

February 2* and 17** (Tuesday)

*Public Hearing on CIP

**Adoption of CIP

March 2 and 16

April 6 and April 20

May 4, 11*, and 18

*Public Hearing on FY16 Budget

June 1, 8* and 15

*Special Meeting-Adoption of FY16 Budget (6:30 pm)

July 13 (One meeting in July)

August 3 and 17

September 8 (Tuesday) and 21

October 5 and 19

November 5* (Thursday) and 16

*Canvass of the Vote

December 7 and 21

Work Sessions - 6:30 p.m.

January 26

(Capital Improvements Plan (CIP))

February 9

March 23

April 13

May 2 (Saturday – 8am-2:30pm

Levenson Room at Library)

(Gen. Gov., Police, Fire & School Presentations)

May 6 (Wednesday)

(Water & Sewer Budget)

May 20 (Wednesday)

(Budget Review on FY16 Budget)

May 26 (Tuesday)

(Budget Review, if necessary)

September 14

October 3 (Saturday 9 am – 3 pm)

Levenson Room at Library

(Council Retreat)

November 23

All Work Sessions will be in the Chambers unless otherwise indicated

***Footnote: Additional Work Sessions can be scheduled at the call of the Mayor**

Adopted by City Council on

October 21, 2014

**INSERT PUBLIC OFFICIAL
PUBLIC OFFICIAL TITLE
ADDRESS
CITY, ST ZIP**

Re: Regional Working Group on Helicopter Regulation

Dear **INSERT PUBLIC OFFICIAL**:

As you may be aware, Seacoast Helos, a company that conducts helicopter tours and training, operates out of the Pease International Tradeport in Portsmouth, NH. Recently, the City has heard many concerns by residents in Portsmouth and residents from your town about the manner in which this particular company conducts its operations. As a result, we are inviting you to a meeting of the Regional Working Group on Helicopter Regulation.

The purpose of this meeting would be to gauge whether there is support for a regional coalition willing to explore the development of locally-influenced regulations on helicopter operations. This meeting will be conducted on **INSERT DATE** in Conference Room A of City Hall at 6:00 p.m.

We greatly appreciate your plans to examine the matter and look forward to hearing back from you on this issue. Please feel free to contact the City Manager at (603) 610-7201.

Sincerely,

Robert J. Lister
Mayor

c: John P. Bohenko, City Manager

Joint Budget Committee

The Joint Budget Committee is established for the purposes of advising the City Manager and the City Council on issues pertaining to the development of the Annual Budget.

7 Voting Members

- Chair, Mayor Robert J. Lister
- (2) City Councilors, to be appointed by the Mayor
- (2) School Board Members, to be appointed by the School Board Chair
- Fire Commission member, to be appointed by the Commission Chair
- Police Commission member, to be appointed by the Commission Chair

5 Non-voting Ex-officio Members

- City Manager John P. Bohenko
- Finance Director Judie Belanger
- Superintendent of Schools Ed McDonough
- Fire Chief Steven Achilles
- Police Chief Stephen Dubois

Charge of the JBC

- The JBC shall advise the City Manager and City Council on the adoption of guidelines for the preparation of the proposed FY16 budget by January 15th.
- City Staff will provide information to the Committee on factors impacting the development of the municipal budget.
 - Health Insurance rates
 - Retirement rates
 - Contractual Obligation impacts
 - Any and all other costs which would impact the Operating Budget
- JBC Agenda Format
 - Anticipated to have one meeting a month from September through March
 - Agenda to be put together by the Mayor and City Manager with input from various departments and elected officials
 - At the beginning of each meeting, opportunity for any elected official to bring up a topic and speak to it
 - At the end of each meeting, opportunity for citizens to speak
- The Committee shall not assume responsibilities of the City Manager or the City Council as outlined in the City Charter.



Board of Police Commissioners

of the

City of Portsmouth, N.H.

received
10/8/17

7 October, 2014

The Honorable Mayor and Council
CITY OF PORTSMOUTH
1 Junkins Avenue
Portsmouth, NH 03801

RE: Public allegations on police morale

Dear Mayor and Council:

Councilor Kennedy's worries regarding "police morale" come as a surprise to the Portsmouth Police Commission. We are aware of the challenges our officers are facing in the community due to crime, the opiate epidemic, and the numerous day to day calls for service. To our knowledge, the entire department continues to address their daily assignments with tenacity and pride for the city they represent. Internal/external concerns such as the Webber/Goodwin investigation undoubtedly weigh heavy on the minds of all of us associated with the department, but police morale remains strong.

The commission is always willing to meet with the mayor and city council. In reference to this specific "concern for morale", we would invite the council to join us in a work session at our next meeting of the police commission on October 22nd.

As to the "concerns" that Councilor Kennedy claims have had brought to her attention by members of the community, the commission wishes to remind everyone that we have an open door policy and welcome any member of the community with concerns, thoughts or input to contact the commissioners at any time, and may remain anonymous if they so choose. The commission welcomes and encourages public input from all residents and visitors to Portsmouth.

If Councilor Kennedy herself has a specific confidential personnel concern, she should follow the proper protocol of addressing it with either the Chief of Police, the City Attorney, or both.

Very truly yours,
PORTSMOUTH POLICE COMMISSION


John E. Golomb, CHAIRMAN

JFG:KML

15 October, 2014

Helicopters

Ordinance for Helicopters

1. Zoning Ordinance for Helipads

Sample motion: Motion to request the City Attorney to draft a Zoning Ordinance regulating Helipads, restricting its use to medical emergency transfers and to emergency public safety operations by credentialed governmental authorities, local, state and/or federal. The ordinance should include language to specify storage, maintenance and fueling of helicopters are permitted at Pease International Airport only.

I include below some links and information on the topic of commercial helicopter operations: noise, safety of R44s and grassroots organizations.

1. Link to the Australian investigation report on R44 fatal crash, which lead to banning their operation until problems with fuel tanks were addressed.

http://www.atsb.gov.au/publications/investigation_reports/2013/aair/ao-2013-055.aspx

<http://www.smh.com.au/nsw/fiery-crash-choppers-to-be-grounded-unless-fuel-tanks-changed-20130405-2hb7t.html>

2. Link to a recent TV segment on helicopter operations in Portsmouth, NH.

Informative as it shows how one can take control (or shared control) of the helicopter ride over Portsmouth, and what it takes to accomplish that.

<http://www.wmur.com/new-hampshire-chronicle/monday-september-29th-seacoast-helicopters/28243192>

4. Grassroots Nationwide

a) NY/NJ

<http://www.stopthechopnynj.org/blog>

b) LA

<http://lahelicopternoise.org>

Composition of the EDC – Informational only

“It shall be the general responsibility of the Economic Development Commission to increase and sustain the business and personal prosperity of all residents of this community while protecting and maintaining the quality of our natural environment and historic and cultural assets. This process should consist of the encouragement of a broad, productive community effort to coordinate and enhance the utilization of all community resources involved in any respect with economic development.” (Zoning Ordinance, Chapter I, Article IV, Section 1.403, C.2).

The current composition of the EDC has a strong business representation, no doubts or problems with that. However, it still lacks the representation needed to support and achieve the mission statement of a “broad, productive community effort” as stated in the Ordinance. During our 06 October 2014 meeting, I brought forward for discussion at the Council a suggestion of including the following as members of the EDC:

- 1 member (non-staff) from our City’s Sustainability Committee (non-staff)
- 1 member from our Citywide Neighborhood Steering Committee
- 1 member from our downtown small local business owners (5 employees or less)

At this time I am not proposing a change in ordinance.

City of Portsmouth
Estimated Revenue Change
Increase Parking Enforcement Hours Until 10pm
at current rates
and increase maximum time permitted of parking from 3 consecutive hours to 5 consecutive hours
(Ordinance change necessary)

	Revenue Increase Due To Increased Enforcement Hours	Projected Annual Operation Cost	Net Annual
Parking Meters	550,000		
*Parking Violations	-	(48,384)	
Total	550,000	(48,384)	501,616

* With the increase in maximum time permitted of parking from 3 hrs to 5 hrs, expired meter violations may decline even with the increase in enforcement hours
Cost are adding 3 enforcement officers for 21 additional hours per week

City of Portsmouth
Estimate of Metering Parrott Ave Lot
No Time Limit - \$1.00 Per Hour
(Ordinance change necessary)

Meter Parrott Ave Lot \$1.00 Per Hour No Time Limit			
	Revenue Increase Due To Metering Lot	Projected Annual Operation Cost	Net Annual
Parking Meters	350,017	(10,160)	339,857

Projected Capital cost of Meters (4 @ \$8,000)	(32,000)
---	-----------------

182 Spaces
\$1.00 Rate
67 Hours per week
48 Weeks
65% Occupancy

No calculation for violations.

City of Portsmouth
Estimated Revenue Change
Increase Hourly rates in High Occupancy Spaces
From \$1.50 an Hour to \$2.00 an Hour
(Ordinance change necessary)

	Revenue Increase		Net Annual
Parking Meters	200,000		200,000