

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, MAY 7, 2018 TIME: 6:15 PM

AGENDA

- 6:15PM – PUBLIC DIALOGUE SESSION

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE

PROCLAMATION

1. Police Week – Peace Officers’ Memorial Day – May 15, 2018

- V. ACCEPTANCE OF MINUTES – APRIL 16, 2018

- VI. PUBLIC DIALOGUE SUMMARY

- VII. PUBLIC HEARING ON MCINTYRE PROJECT

- A. AUTHORIZING THE CITY IN PARTNERSHIP WITH REDGATE/KANE, TO BRING THE MCINTYRE PROJECT CONCEPTUAL DESIGN TO THE HISTORIC DISTRICT COMMISSION FOR ADVISORY REVIEW

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS AND ACTIONS

Sample motion – move to authorize the City, in partnership with Redgate/Kane, to bring the McIntyre Project Conceptual Design to the Historic District Commission for Advisory Review; and

Sample motion – move to authorize the City Manager to execute McIntyre project Negotiating Principles, a license agreement to access the property with the GSA, and an assignment of license agreement with Redgate/Kane

- VIII. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Police Department Grant and Donations:

- A Victim of Crime Advocate, or “VOCA” Grant to the Portsmouth Police Department from The New Hampshire Department of Justice - \$72,043.00

- Donation to Portsmouth Police Explorer Post from the Friends of the South End - \$800.00
- Scholarship Donation for a Police Explorer Cadet from Mr. Jason Page - \$200.00
- Donation in support of Portsmouth's Cops with Kids outreach from the Elks Lodge - \$2,500.00

(Sample motion – move to accept and approve the grant and donations to the Portsmouth Police Department, as presented)

IX. CONSENT AGENDA

(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)

- A. Request for License to Install Projecting Sign from Matthew Meade, owner of Beyond, Inc. for property located at 28 Deer Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

Planning Director's Stipulations:

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

- B. Request for License to Install Projecting Sign from Kim Lively, owner of Meraki for property located at 135 Market Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

Planning Director's Stipulations:

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

- C. Request from Chris Curtis, Film and Outreach Manager, The Music Hall, requesting permission to close Chestnut Street on September 14-16, 2018 for the Telluride by the Sea Film Festival. (***Anticipated action – move to refer to the City Manager with power***)
- D. Request from Cole Gove, Market Manager, Seacoast Grower's Association, requesting to amend 2018 Farmer's Market Agreement to include Squamscott Vineyard & Winery, LLC. (***Anticipated action – move to refer to the City Manager with power***)
- E. 2018 Omnibus Sidewalk Obstruction Renewals (***Anticipated action – move to approve and accept the 2018 Omnibus Sidewalk Obstruction Renewals, as listed***)

X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Email Correspondence (***Sample motion – move to accept and place on file***)

XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

City Manager's Items Which Require Action:

- 1. Prescott Park License Agreements (To be voted on May 21st)
 - a) Prescott Park Arts Festival
 - b) NH Art Association
 - c) Gundalow Company
- 2. 2075 Lafayette Road Water Service Access and Multiuse Path Easements
- 3. 355 Banfield Road Pedestrian & Bicycle Easement
- 4. Dock License Re: 113 Mechanic Street

City Manager's Informational Items:

- 1. Events Listing
- 2. Presentation Re: Results of Bid for Route 33 Turf Field (Stump Dump)
- 3. Report Back Re: Solar, Wood Heating and Wind Powered Exemptions
- 4. Response to Councilor Roberts' Inquiry Re: Footnote #22, referencing the Coakley Disclosure, in the Comprehensive Annual Financial Report
- 5. Report Back Re: Parking Services Resource Center at the Foundry Garage
- 6. Household Hazardous Waste Day – May 12, 2018
- 7. Reminder Re: Upcoming FY19 Budget Work Sessions
 - a) Wednesday, May 9th at 6:30 p.m. (Public Safety – Police & Fire Budget/Listening Session)
 - b) Thursday, May 10th at 6:30 p.m. (School Department Budget/Listening Session)
 - c) Monday, May 14th at 6:30 p.m. (General Government Department Budget/Listening Session)

- d) Wednesday, May 16th at 6:30 p.m. (Water & Sewer Department Budget/Listening Session)
- e) Wednesday, May 23rd at 6:30 p.m. (Budget Review)
- f) Wednesday, May 30th at 6:30 p.m. (Budget Review Follow-up) (If necessary)
- 8. Portsmouth's Free Parking Shuttle Season Begins Memorial Day Weekend
- 9. Public Comment Period for CDBG Program
- 10. Update Re: Chestnut Street Pedestrian Connector

B. MAYOR BLALOCK

- 1. *Public Process Re: Public Budget Work Sessions/Listening Sessions
- 2. Appointments to be Considered:
 - Reappointment of Cyrus Beer to the Historic District Commission as an Alternate
 - Reappointment of Vincent Lombardi to the Historic District Commission
- 3. Appointment to be Voted:
 - Appointment of Katelyn Kwoka to the Economic Development Commission

C. COUNCILOR ROBERTS

- 1. Proposed City Council Policy Re: Use of City Council Chambers & City Hall Conference Rooms

D. COUNCILOR DWYER

- 1. McIntyre Project Public Input Process – Essential Framework

E. COUNCILOR DENTON

- 1. *Request for report back on the progress of negotiations to run municipal water to Greenland and North Hampton homes

F. COUNCILOR RAYNOLDS

- 1. *Request for Report Back Re: Path to Silver Bicycle Friendly Community

XII. MISCELLANEOUS/UNFINISHED BUSINESS

XIII. ADJOURNMENT

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

**Indicates Verbal Report*

**The Council Chambers
City Hall
Portsmouth, New Hampshire**

A Proclamation

- Whereas:** Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day and the week in which it falls as National Police Week; and
- Whereas:** The members of the Portsmouth Police Department play an essential role in safeguarding the rights and freedoms of Portsmouth and the State of New Hampshire; and
- Whereas:** It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department; and
- Whereas:** The members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and
- Whereas:** The men and women of the Portsmouth Police Department unceasingly provide a vital public service.

Now, therefore, I, Jack Blalock, Mayor of the City of Portsmouth, on behalf of the members of the City Council, do hereby call upon all citizens of Portsmouth and upon all patriotic, civic, and educational organizations to observe the week of May 13 to May 19, 2018, as

Police Week in Portsmouth

with appropriate ceremonies and observances in which all of our people may join in commemorating all law enforcement officers past and present who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Portsmouth to observe May 15, 2018, as

Peace Officers' Memorial Day

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes by lowering all City, State and American flags in Portsmouth to half staff on Tuesday, May 15, 2018.

Given with my hand and the
Seal of the City of Portsmouth,
on this 7th day of May, 2018.

Jack Blalock, Mayor of Portsmouth

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, APRIL 16, 2018

PORTSMOUTH, NH
TIME: 7:00 PM

I. CALL TO ORDER

Mayor Blalock called the meeting to order at 7:00 p.m.

II. ROLL CALL

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins, Raynolds and Becksted

III. INVOCATION

Mayor Blalock asked everyone to join in a moment of silence.

IV. PLEDGE OF ALLEGIANCE

Mayor Blalock led in the Pledge of Allegiance.

V. ACCEPTANCE OF MINUTES – APRIL 2, 2018

Councilor Perkins moved to approve and accept the minutes of the April 2, 2018 City Council meeting. Seconded by Councilor Denton and voted.

VI. PUBLIC COMMENT SESSION

Yasmin Dmytruk – spoke against the Recreation Department change of programming at the Portsmouth indoor pool which will eliminate the practice time for the Cannonball Swim Team. She stated that there was no discussion held with the group and requested the City Council to reverse the decision.

Sophia and Lucas Dmytruk – members of the Cannonball Swim Club requested the Council to reconsider the decision by the Recreation Department.

Dmitri Dmytruk – spoke against the Recreation Department decision stating it is important to all of the kids involved and stated that it will ultimately reduce the revenue of the Indoor Pool.

Roy Helse – stated he doesn't understand why the City is paying \$77,000 for a waterline in Greenland for a developer and feels that all developers should pay an impact fee. He discussed the development on Maplewood Avenue stating that they overbuilt the footprint and wonders how that was allowed. Finally, he stated that the school department employees need to have a study done on their positions.

Merle White – spoke about enforcement of city ordinances specifically the Taxi ordinance as there are still taxis that are not licensed picking up fares in Portsmouth.

Esther Kennedy – asked if with the expansion of Lonza, will we be able to meeting the .5 level in our sewer treatment plant or continue to pollute our waters.

Paige Trace – stated that with the expansion of Lonza we should be proactive and provide the Fire Department with the facility it will need to provide services in that area.

Erik Anderson – discussed the one-year extensions on 4 different contracts stating he hopes there is a rationale to this and that it will lead to eventual taxpayer relief. He hopes that this does not become the standard because it is the largest part of the budget.

David Calkins – asked the Council to support the request for the access easement off Swett Avenue as this is the last piece of the puzzle on a 1 ½ year project.

Alex Ferris, resident of Stratham - spoke regarding the Cannonball Swim team as an autistic individual this team has helped him make friends and he is disappointed as they will have nowhere else to go.

Taylor Nault, resident of North Hampton - stated she was invited to be on the Cannonball Swim Team and as a little person, she is not extended invitations to join teams and feels that this is an extended family who encourage and support her. She stated she looks forward to swimming for the Special Olympics one day and asked the Council to reconsider.

Stacey Taylor, resident of Brentwood - stated as a parent of a Cannonball Swim Team members she spends a lot of time and money in the City of Portsmouth and feels there are other things to consider as a part of this decision.

Mayor Blalock requested Recreation Director Wilson to address the concerns of the speakers regarding the Portsmouth Indoor Pool.

Recreation Director Wilson stated that he wishes we could do everything for all of the kids. He continued that from 4:00 – 8:00 p.m. the swim teams use up most of those hours during the week and there is not time for open-swim for Portsmouth residents. He compared it to not having the Library or tennis courts available during those times. He stated that this may mean less money but the SIPP organization has committed to making a certain amount and concluded that this is the Portsmouth Indoor Pool.

Councilor Raynolds asked for the number of Portsmouth residents on each of the swim teams. He also asked what data we have showing the demand by Portsmouth residents for those hours.

Recreation Director Wilson stated out of 63-68 Cannonball Swim Team members, 5 are Portsmouth residents and of the 150 Portsmouth Swim Team members, 30 are Portsmouth residents. He explained that 1 ½ hours during that time will still be taken by the Portsmouth swim team, just at various times, but currently there is no family swim time or time for swim lessons. He stated we are also looking to have open nights for the schools on different nights.

Councilor Becksted discussed the effect of the recent change of school start times on after school programs and team practices.

Mayor Blalock clarified that one team, Cannonball Swim Team is a for-profit and Portsmouth Swim Team is a non-profit.

Councilor Dwyer asked for clarification of the decision making stating that the City ceded the pool to SIPP.

Recreation Director Wilson stated that is correct that 7 years ago SIPP began running the pool and scheduling etc. and have put in \$1,000,000.00, but the City does have the final say.

Councilor Pearson moved to suspend the rules to bring forward Item XI.E.1. – Public Art at Foundry Place. Seconded by Councilor Denton and voted.

E. COUNCILOR PEARSON

1. Public Art at Foundry Place

Councilor Pearson gave a brief recap of the Percent for Arts requirement and the work of the Public Art and Foundry Place Committee to bring forward the unanimous recommendation for the two artists making presentations this evening.

Seth Palmiter of Rockport Maine gave a brief presentation of various works he has done both locally and throughout the country. He explained the etched glass design he proposed for the Foundry Garage.

Councilor Dwyer asked what percentage of the glass stairwell will be the etched glass design based on the cost estimate he submitted.

Mr. Palmiter explained that he wants to do as much as possible without overpowering the space and allowing the glass to still be windows. He stated it is approximately 50-60%.

Councilor Reynolds asked will there be any intentional or directed lighting on the art piece or will it be illuminated by the stairwell itself.

Mr. Palmiter stated there is possibility for lighting and color choices etc. which will be determined by the stakeholders.

Next, Terrence Parker of Eliot Maine, gave a presentation regarding the process of discovery he undertook to incorporate the history of the area, including the train tracks, Portsmouth Machine Company, worker's housing etc. to develop the idea for the sculpture he proposed for the Round House area of the train tracks. He explained that to him, the head of a hammer represented work and resembles a human body which inspired his work. He concluded that the landscaping will reflect the type of grass that is seen on industrial sites.

Councilor Dwyer asked if all of these layers of explanation will somehow be explained on the site.

Mr. Parker stated he would rather have people be able to interpret the piece themselves,

but would be fine if the City wanted some type of placard.

Councilor Pearson asked who will be forging the metal pieces. Mr. Parker stated that locally Peter Happney and the Cassidy Brothers of Rowley, Massachusetts and the landscaping will be done by Piscataqua Landscaping.

Councilor Pearson stated that both works relate well to the other and have a cohesive story.

Councilor Pearson moved to accept the recommendation of the Foundry Place Project Planning Committee and authorize the expenditure for the public art project from the Public Art Trust in accordance with Provision Three of the Public Art Trust, seconded by Councilor Denton.

Councilor Becksted asked if this fits within the budget.

Councilor Pearson stated yes and that 10% was set aside for future upkeep before it went out to Request for Proposals.

Councilor Becksted asked if the work will be signed and is glad that Peter Happney is involved.

Mayor Blalock stated that Mr. Happney created the City Seal on the wall of the Council Chambers.

City Manager Bohenko stated it is important to give context of the history and will work with Dave Allen to find an open area to read about the history as he feels it is fascinating and important.

Motion passed.

VII. PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS

- A. PUBLIC HEARING ON RESOLUTION AUTHORIZING BORROWING OF UP TO ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) FOR THE ACQUISITION OF A FIRE BOAT

- **PRESENTATION**

Fire Chief Achilles stated there are representatives from the Coast Guard as well as Geno Marconi of the Port Authority in the audience available for questions after the presentation. Chief Achilles explained the large amount of area that the Coast Guard is required to cover and that the City is required by State law to respond to events in our jurisdiction. He explained that with the previous Fire Boat we were responding to other areas outside of our jurisdiction including Star Island and Rye and the cost of the fuel, maintenance and educational requirements were excessive. He stated that in 2015 a Department study of operations was conducted which concluded that the boat did not meet our needs, but we were unable to sell it because it was obtained with a grant. He stated that the boat ended up in New Castle. He continued that in the FY17 Capital Improvements Plan presentation they presented the 2 vessel program to focus on the city

of Portsmouth and the river and not regional. He stated that a committee of stakeholders determined that the fire boat should be reliable, versatile, predictable and sustainable but would have limited firefighting capabilities. He stated that the annual maintenance cost would be \$1000-\$1200 a year with a 3 member crew versus the 1200 a month and 5-6 member crew of the previous boat. Finally, he reviewed the other agencies that have boats of various types but who have their own duties in the area, and reiterated that the city is responsible for its own jurisdiction.

Geno Marconi, Port Authority, stated he works closely with Chief Achilles and is part of the Portsmouth Harbor Advisory Council which Councilor Reynolds is a representative as well. He stated that at the last meeting the Advisory Council voted to support the efforts of the Fire Department to get a new boat to be able to respond to the Piscataqua River which has seen a tremendous increase in kayakers, paddle boarders, etc.

Mayor Blalock stated he has seen many things happen on the river from his restaurant and is glad that we have our responders but wonders if there is an overlap.

Mr. Marconi stated that his observation is that the Coast Guard has a large patrol area so they are not always in the area at various times.

Councilor Dwyer asked if the Port Authority ever called for service of our previous fire boat.

Mr. Marconi stated no, but they support them in every way they can and have provided a secure dock and marina facility with 24/7 security. He stated previously they only could go out from Peirce Island if the tide was high but now they have direct access from Market Street.

Coast Guard Commanding Officer John Harker explained that the area covered by the Coast Guard is from Cape Porpoise to the Merrimack River and 25 miles out to sea. He stated there are 42 active duty staff and they are active 24/7. He stated that they are primarily search and rescue operation and it is important to have other partners keeping the waterways safe.

• CITY COUNCIL QUESTIONS

Councilor Dwyer asked if the new boat will have some firefighting capacity.

Chief Achilles stated it would have a 250 gallon portable pump meant to hold a fire in check while evacuating until a land resource becomes available.

Councilor Becksted asked how much revenue the Fire Department brought in for FY17. Chief Achilles responded the ambulance billing brought in around \$1,000,000.00.

Discussion ensued regarding the staffing and training requirements with Chief Achilles explaining that this boat will require less staff and therefore less staff required to be trained.

Councilor Dwyer asked about mutual aid and that since we gave our old boat to Newcastle, why wouldn't we call them.

Chief Achilles explained that they are not staffed 24/7 and it is also not appropriate to supplant what we are required to do by law and they are also a volunteer department.

Councilor Perkins asked if there would be any impact on waiting on this purchase.

Chief Achilles stated that this was in the CIP in 2015 but was pushed out a couple of years, but this should not be a surprise that this was coming.

Mayor Blalock stated that this was approved in the current budget and this is voting on the appropriation.

Discussion ensued regarding various boat sizes and types available through other agencies.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the public hearing notice and opened the public hearing:

Esther Kennedy – stated she is on the river frequently and respects those who spoke on the issue but she has been told that this is not needed. She stated she is concerned that this boat would not be able to put out a fire and feels that we should be able to utilize the boat in Newcastle. She also questioned why our Fire Department will not go to Star Island any longer.

Erik Anderson – stated he is a fisherman and has spent 45 years on the water. He stated he appreciates the explanation but feels it needs to be more detailed. He stated this is giving the authority to spend up to \$180,000 but wishes the Chief would explain how much it is going to cost and how much training will be involved, etc. He also questions the decision to not go out to the Isles of Shoals and wonders if this will be able to generate any revenue like the ambulance service does. He stated he is also concerned with staffing the boat and reducing the availability of responders to land-based issues.

Seeing no one else wishing to speak, Mayor Blalock closed the public hearing.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Assistant Mayor Lazenby moved to adopt the Resolution as presented, seconded by Councilor Denton.

Councilor Dwyer asked if a portion of this can be paid with the Webber bequest because it is for safety use.

Chief Achilles stated it is a slippery slope to supplement capital funds with trust funding and stated that will be used for firefighter safety equipment.

Councilor Becksted stated he has spoken to the Chief and has viewed budget meetings and has seen the purchase of a fire truck be pushed back 10 years and doesn't want the same thing to happen to this and doesn't want anything to happen if we don't have it. He asked if there are any other options than this particular type of boat.

Chief Achilles stated they want to be able to do work on the boat if needed and have enough room to do it and feels this is the appropriate size and stability vessel they need and he doesn't expect to exceed the \$180,000.00.

Discussion ensued regarding the necessity of having a vessel to ensure the safety of the waterways with the ever increasing activity.

Councilor Raynolds gave a brief report of the PDA Port Authority meeting held which voted 4-1 to support this vessel. He stated he abstained from the vote. He also reported on the various vessels that other agencies utilize.

Motion passed on an 8-1 roll call vote. Councilor Perkins voted opposed.

Mayor Blalock called for a brief recess at 9:15 p.m. and reconvened the meeting at 9:25 p.m.

B. PUBLIC HEARING ON RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO FIVE MILLION DOLLARS (\$5,000,000.00) FOR COSTS RELATED TO ELEMENTARY SCHOOL FACILITY IMPROVEMENTS

- **PRESENTATION**

Superintendent Zadravec and Business Administrator Bartlett reviewed the work done over the last 3 years to upgrade the elementary schools and this will be for Phase II of the Dondero School. They explained that student and staff safety and security have been the focus of these upgrades.

- **CITY COUNCIL QUESTIONS**

Councilor Dwyer asked if this is in the current budget.

City Manager Bohenko stated no, this is the authorization for them to go out to bid so that they can begin the work when school lets out after July 1st. He stated this will be in the FY19 budget. He stated they have a short window of opportunity to get it done.

Asst. Mayor Lazenby asked if they could also look at the water filtration system in the schools.

Supt. Zadravec stated they can price it out but the School Board is not inclined to look at the filtration system in the school but would rather see it addressed at the source.

Discussion continued regarding the water bubblers and filtration system.

- **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the public hearing notice and opened the public hearing:

Andrea Amico – stated she wants to see water filtration at the public schools in Portsmouth as there are still concerns of low-level PFAS and children have already been exposed at Pease and this is a necessary step to limit exposure. She stated there are 4

communities in New Hampshire that have filtered systems and feels we must err on the side of public health and not chemicals.

Lyndsay Carmichael – stated she has spoken with the Town of Merrimack and the company doing the work and if the filters in the water bubblers are enough protection. She stated she was told they are not practical with the amount of water that goes through. She stated there is also a historical precedent of using chemicals that were not supposed to be harmful and then found to be so and feels that PFAS will be included. She concluded that the Council needs to take action in the best interest of all residents.

Seeing no one else wishing to speak, Mayor Blalock closed the public hearing.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Councilor Perkins moved to adopt the Resolution as presented, seconded by Council Dwyer.

Councilor Becksted stated he went to Dondero School and will support the funding but still wants to know what we will do to help our children.

Motion passed on a 9-0 roll call vote.

VOTES ON ORDINANCE AND/OR RESOLUTIONS

- C. Third and Final Reading of Ordinance Amending Chapter 1, Article IX, Section 1.9 Conflict of Interest/Election Candidate Financial Disclosure – Charter Amendment #1 (*Tabled from the April 2, 2018 City Council meeting*)

Councilor Denton moved to remove from the table. Seconded by Councilor Dwyer and voted.

Councilor Denton moved to substitute the body of the ordinance with the amendment proposed by Councilors Denton and Roberts, seconded by Councilor Becksted.

Assistant Mayor Lazenby stated he has two minor amendments to make.

Councilor Perkins stated there is a substantive difference between the 2 drafts and supports the original version.

Mayor Blalock agrees with Councilor Perkins and supports the original version.

Motion passed on a 6-3 roll call vote, Councilors Pearson, Perkins and Mayor Blalock voted opposed.

Assistant Mayor Lazenby moved to amend Line 19 by removing “political committee” and adding “person or groups of people” and Line 49 by deleting the word “candidate”. Seconded by Councilor Denton and voted.

Councilor Denton moved to pass third and final reading of ordinance as amended. Seconded by Councilor Roberts and voted.

Assistant Mayor Lazenby moved to suspend the rules to bring forward Item XI.C.1. – Report Back Re: EPA Meeting regarding Coakley Landfill. Seconded by Councilor Denton and voted.

Assistant Mayor Lazenby and Environmental Planner Peter Britz gave a brief update on the recent meeting held at the Bethany Church in Greenland on April 5, 2018.

Mayor Blalock moved to suspend the rules to bring forward 2 items from the City Manager Informational items; Presentation Re: Senior Transportation and Presentation Re: Foundry Garage. Seconded by Councilor Pearson and voted.

3. Presentation Re: Senior Transportation

Senior Services Coordinator Brinn Sullivan gave a brief presentation regarding the City's Senior Transportation which will be provided by COAST beginning October 1st and allow for expanded services. She explained the current system is one dimensional and only allows for trips to local doctor appointments and does not allow for volunteer drivers. She stated through the new program there will be a travel hotline called "Triplink" which everyone can call to find a solution best suited to their needs.

Councilor Dwyer asked if the volunteer drivers will be using their own vehicles and will it still be \$3.00.

Ms. Sullivan explained that it will be free but the volunteer program is not 100% guaranteed.

Councilor Becksted stated when this was presented to the Recreation Board they didn't have the cost information.

Ms. Sullivan stated she didn't have those figures at the time and stated that the continuum of service is important and there will be a savings for people.

City Manager Bohenko stated that Wentworth currently charges people for medical rides and is all that they provide and it is much appreciated, but going forward there will be enhanced services to other locations and is a good opportunity.

Assistant Mayor Lazenby moved to suspend the rules to allow the meeting to go past 10:30 p.m. Seconded by Councilor Becksted and voted.

2. Presentation Re: Foundry Garage

Project Manager Dave Allen gave an update of the progress and time line for the Foundry Garage project. He explained that there are five parts of the project:

- 1) Site prep and removal of 4 buildings
- 2) Environmental operations
- 3) Utilities and roadway
- 4) Piles and foundation
- 5) Structure of garage

He concluded that the project has had some delays but it is still scheduled for a mid-October opening.

Councilor Dwyer stated she would like to have a detailed explanation of the relocation of the Parking Division to the garage and the costs involved with parking for employees, etc.

Councilor Denton stated that a member of the Renewable Energy Committee mentioned the opportunity for free electrical charging station at the garage.

VIII. APPROVAL OF GRANTS/DONATIONS

(There are no items under this section of the agenda)

IX. CONSENT AGENDA

Councilor Perkins moved to adopt the Consent Agenda as presented. Seconded by Councilor Denton and voted.

- A. Letter from Mike Young and Matt Gladu, Babe Ruth Baseball, requesting permission to place up to 20 outfield signs on the outer perimeter fence facing inwards towards Leary Field ***(Anticipated action – move to refer to the City Manager with power)***
- B. Letter from Allan Scholtz, Portsmouth Professional Firefighters Local 1313, requesting permission to hold 2 boot drives one on Saturday, June 30th and second on Saturday, August 11th from 8:00 a.m. to 4:00 p.m. in Market Square ***(Anticipated action – move to refer to the City Manager with power)***
- C. Request for License to Install Projecting Sign from Brendan Carney, owner of Acupuncture North for property located at 406 Deer Street (400 The Hill) ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

Planning Director's Stipulations:

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

- D. Request for License to Install Projecting Sign from Anthony Thompson, owner of Fatface for property located at 62 Congress Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

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

- E. Request for License to Install Projecting Sign from TD Ameritrade, owner of TD Ameritrade for property located at 226 State Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

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

X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Email Correspondence

Councilor Reynolds moved to accept and place on file. Seconded by Councilor Perkins and voted.

- B. Letter from Jim Splaine regarding Coakley Landfill and Coakley Landfill Group/N.H. Right-to-Know Law

Councilor Roberts moved to accept and place on file. Seconded by Councilor Denton and voted.

XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

Mayor Blalock announced due to the late hour all of the City Manager's items requiring action are now Consent Agenda Items.

Councilor Perkins requested to remove Item XI. A.6. – Proposed Policy Re: Fees for Encumbrances during Private Construction (eg. Sidewalks, Streets, Parking Spaces) from the City Manager's Consent Agenda.

Councilor Becksted requested to remove Items XI.A.8, Applications for Sidewalk Cafés providing Alcohol Service; 9, Applications for Sidewalk Cafés providing Alcohol Service-private sidewalks; and 10, Access Easement for Lot 243-26 Off Woodworth Avenue and Swett Avenue from the City Manager's Consent Agenda.

Councilor Denton moved to adopt the remaining City Manager Consent Agenda. Seconded by Councilor Perkins and voted.

A. CITY MANAGER

1. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth School District and the Clerical Employees Portsmouth School District **(Sample motion – move to accept the proposed One-Year Agreement between the Portsmouth School District and the Clerical Employees Portsmouth School District, as presented.)**
2. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commissioners and the Portsmouth Ranking Officers Association **(Sample motion – move to accept the proposed One-Year Agreement between the Portsmouth Police Commission and the Portsmouth Ranking Officers Association, as presented)**
3. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association **(Sample motion – move to accept the proposed One-Year Agreement between the Portsmouth Police Commission and the Portsmouth Police Civilian Employees Association, as presented)**
4. Request for Approval of a One-Year Extension of the Current Collective Bargaining Agreement between the Portsmouth Police Commission and Portsmouth Police Patrolman's Union, NEPBA Local #11 **(Sample motion – move to accept the proposed One-Year Agreement between the Police Commission and Portsmouth Police Patrolman's Union, NEPBA Local #11, as presented)**
5. Request for Approval of Lease Renewal Re: Connect Community Church **(Sample motion – move to approve the Lease Renewal, as presented, and further, authorize the City Manager to execute the document)**

- ~~6. Proposed Policy Re: Fees for Encumbrances during Private Construction (eg. Sidewalks, Streets, Parking Spaces) **(Sample motion – move to adopt this proposal as a City Council policy)**~~
7. Annual Renewal of Boarding House Permits
 - a) 278 Cabot Street **(Sample motion – move to approve the Boarding House permit for 278 Cabot Street for a one year permit to expire April 16, 2019)**
 - b) 350-352 Hanover Street **(Sample motion – move to approve the Boarding House permit for 350-352 Hanover Street for a one year permit to expire April 16, 2019.)**
- ~~8. Applications for Sidewalk Cafés providing Alcohol Service **(Sample motion – move to authorize the City Manager to enter into Area Service Agreements with Popovers on the Square, RiRa Irish Pub, The District, Feziwig’s Food and Fountain, and Raleigh Wine Bar and Market, for outdoor Alcohol Service on City Land for the 2018 season subject to City Council Policy No. 2012-02)**~~
- ~~9. Applications for Sidewalk Cafés providing Alcohol Service private sidewalks **(Sample motion – move to authorize the City Manager to enter into Area Service Agreements with British Beer Company, the BRGR Bar, and Row 34 for outdoor alcohol service on City land for the 2018 season subject to City operating conditions contained in City Council Policy No. 2012-02)**~~
- ~~10. Access Easement for Lot 243-26 Off Woodworth Avenue and Swett Avenue **(Sample motion – move that the City Manager be authorized to negotiate, execute, deliver and record the deeds regarding Lot 243-26 as presented)**~~
11. License Request Re: 75 Congress Street **(Sample motion – move to authorize the City Manager to negotiate and enter into a license with Michael de la Cruz to facilitate work at the Franklin Block Building, 75 Congress Street)**

(End City Manager Consent Agenda)

6. Proposed Policy Re: Fees for Encumbrances during Private Construction (eg. Sidewalks, Streets, Parking Spaces)

City Manager Bohenko explained that there is a value to the spaces that people take up and have not had any limitations. He stated this is looking to have a consistent policy and if the Council wishes to make adjustments to the rates, they may do so.

Councilor Perkins stated she would suggest referring this to the Fee Committee.

City Manager Bohenko stated that could be done but would like something in place now because it is the start of the construction season. He stated that changing the 22 cents per square foot to 15 cents per square foot per day would be acceptable.

Councilor Dwyer stated she would rather wait for the Fee Committee.

City Manager Bohenko stated that it could be contingent upon approval of the fees being adopted as part of the budget process, but still be able to implement in the meantime.

Councilor Becksted stated that we keep asking to generate revenue but feels we keep giving it back.

Councilor Perkins moved to provisionally authorize the City Manager to charge the rates quoted in the policy, changing the .22 cents per square foot per day to .15 cents per square foot per day, pending the determination of the final fee schedule set by the Fee Committee in June, seconded by Councilor Raynolds.

Councilor Pearson stated she would like to see something that shows data that we keep backing off fees.

City Manager Bohenko stated he would come back with a report.

Motion passed on an 8-1 vote, Councilor Becksted voted opposed.

8. Applications for Sidewalk Cafés providing Alcohol Service

Councilor Dwyer moved to authorize the City Manager to enter into Area Service Agreements with Popovers on the Square, RiRa Irish Pub, The District, Feziwig's Food and Fountain, and Raleigh Wine Bar and Market, for outdoor Alcohol Service on City Land for the 2018 season subject to City Council Policy No. 2012-02, seconded by Councilor Denton.

Councilor Becksted stated he asked back in January for the fees of these agreements based on the square footage and when the last time they were updated.

City Manager Bohenko stated they have physically been checked but the amount of money charged has stayed the same.

Councilor Becksted stated that this is another way to generate revenues.

Councilor Becksted moved to refer to the Fee Committee to determine a fee based on ratio and report back to the City Council, seconded by Councilor Roberts.

City Manager Bohenko stated he will work with the fee committee for next year.

Councilor Roberts stated he is concerned with making it too expensive for the businesses.

Motion withdrawn.

Main motion passed on an 8-0 vote, Councilor Becksted out of Chambers at time of vote.

9. Applications for Sidewalk Cafés providing Alcohol Service-private sidewalks

Councilor Pearson moved to authorize the City Manager to enter into Area Service Agreements with British Beer Company, the BRGR Bar, and Row 34 for outdoor alcohol service on City land for the 2018 season subject to City operating conditions contained in City Council Policy No. 2012-02, seconded by Assistant Mayor Lazenby. Motion passed on an 8-0 vote, Councilor Becksted out of Chambers at time of vote.

10. Access Easement for Lot 243-26 Off Woodworth Avenue and Swett Avenue

Councilor Becksted asked about the 1 ½ years mentioned by the speaker during the public comment session.

Planning Director Walker explained the process can be lengthy and this is the final step.

Councilor Perkins moved that the City Manager be authorized to negotiate, execute, deliver and record the deeds regarding Lot 243-26 as presented. Seconded by Councilor Dwyer and voted.

City Manager's Informational Items:

1. Events Listing
2. Presentation Re: Foundry Garage
3. Presentation Re: Senior Transportation
4. Cost to Bury Overhead Utilities Along Islington Street Corridor
5. Public Hearing of FY19 Budget – May 2, 2018 at 6:30 p.m.
6. Report Back Re: City Ordinance - Taxi Enforcement

B. MAYOR BLALOCK

1. Resignation of Jennifer Zorn from the Economic Development Commission

Councilor Dwyer moved to accept the resignation with thanks and appreciation of service. Seconded by Councilor Perkins and voted.

2. Appointment to be Considered:
 - Appointment of Katelyn Kwoka to the Economic Development Commission

Councilor Becksted stated that he feels that it is not proper to put a spouse of an elected official on the Economic Development Commission. He stated we recently appointed a family member to the Recreation Board and he feels that the Council is supposed to maintain a perception of no conflict of interest. He stated that Councilor Perkins has an item under her name regarding the Economic Development Commission and the EDC is going to be involved with the McIntyre Project so he feels it will be a conflict of interest.

City Manager Bohenko stated that it has been said several times that the Council will determine who will oversee the McIntyre process and the EDC involvement could be discussed.

Mayor Blalock stated he has discussed this with Councilor Becksted and he does not agree that there is a conflict but he welcomes input.

Councilor Perkins stated she will abstain from the vote when taken.

3. Appointments to be Voted:
 - Reappointment of Adrienne Harrison to the Conservation Commission term to expire 04/01/2021.
 - Appointment of Thaddeus Jankowski to the Conservation Commission as a Regular Member term to expire 04/01/2020, filling unexpired term.
 - Reappointment of Carl Diemer to the Recreation Board term to expire 04/01/2021.
 - Reappointment of Kathryn Lynch to the Recreation Board term to expire 04/01/2021.

Councilor Reynolds moved to approve the appointments as presented. Seconded by Assistant Mayor Lazenby and voted.

C. ASSISTANT MAYOR LAZENBY

1. Report Back Re: EPA Meeting regarding Coakley Landfill
(Action taken previously)

D. COUNCILOR ROBERTS

1. Policy Re: Public Use of City Hall

Councilor Roberts stated he would like the city to revisit the policy regarding the use of rooms at City Hall which was initiated in 1998. He stated there is a shortage of places to meet in the City of Portsmouth and the Library has twice as many meetings as City Hall.

City Manager Bohenko stated he and the City Attorney will work with Councilor Roberts on this issue.

E. COUNCILOR PEARSON

1. Public Art at Foundry Place
(Action taken previously)

F. COUNCILOR DWYER

1. Legislative Process Policy Proposals (NHMA Advocacy)

Councilor Dwyer explained that every 2 years the municipalities are invited to put in ideas to the NHMA to submit to the State legislature. She stated she and Assistant City Attorney

Ferrini have looked at the issues and have brought these forward and they will still need to go to the Legislative Committee. She presented the following five issues:

- Short-term rentals
- Updated Codes
- Meals and Rooms Tax Distribution
- Regulatory Legislation
- Enforcement of Motor Vehicle Registration

Councilor Dwyer moved to submit the aforementioned policy proposals to the NHMA, seconded by Assistant Mayor Lazenby.

Councilor Perkins stated she would like to add something regarding housing and asked if it was too late.

Councilor Dwyer stated there will be another opportunity in July.

Motion voted.

2. Informational Re: McIntyre Meeting on April 24, 2018 at 6:30 p.m. for Stage 3 Public Input

Councilor Dwyer discussed the upcoming time-line necessary to meet the deadline to submit the application as follows:

- May 7th Council meeting – Endorsement (or not) of the redevelopment plan to allow time to go through Historic District Commission process
- June 4th Council meeting – Work Session on formal aspects; contracts, Memorandum of Understanding and Partnership agreements
- July 9th Council meeting – Final date to act prior to application submission

G. COUNCILOR DENTON

1. Volkswagen Settlement Update

Councilor Denton gave an update of the recent settlement and draft mitigation plan. He requested staff attend an upcoming public hearing to be held at Pease (date TBD) regarding applying for funding of vehicle charging stations.

H. COUNCILOR PERKINS

1. "Referral to EDC – explore ways to streamline land use permitting, through case management or otherwise"

Councilor Perkins stated that the on-line permitting process has recently been improved and she would like to further explore how to continue to improve the process and suggests referring it to the Economic Development Commission.

Councilor Perkins moved to refer the issue of exploring streamlining of land use permitting through case management or otherwise to the Economic Development Commission, seconded by Assistant Mayor Lazenby.

Councilor Dwyer stated she feels that the Planning Board is more appropriate and the EDC doesn't have a deep knowledge of land use.

Councilor Perkins stated the current challenge is housing.

City Manager Bohenko stated this will end up with staff.

Mayor Blalock stated that the Economic Development Commission can form a subcommittee.

Councilor Raynolds stated that he understands Councilor Dwyers' point but because they do the permitting, it would be better to have another perspective.

Motion voted.

XII. MISCELLANEOUS/UNFINISHED BUSINESS

Assistant Mayor Lazenby announced there will be a Citywide Neighborhood Committee meeting on Wednesday, April 18th which will be a Ward 3 forum at Community Campus at 6:30 p.m.

XIII. ADJOURNMENT

Assistant Mayor Lazenby moved to adjourn at 11:40 p.m., seconded and voted unanimously.

Respectfully submitted:

VALERIE A. FRENCH, CNHMC
DEPUTY CITY CLERK

McIntyre Proposal

Conceptual Site Plan



McIntyre Proposal

Outdoor Space

Walkways	12,000 SF
Public Plaza Spaces	26,000 SF
Public Roof Deck	1,000 SF
Outdoor Retail Seating	2,000 SF
Outdoor Public Realm	41,000 SF

Indoor Space

Leasable Space	2,000 SF	<u>(10-15, 100-200 SF Units)</u>
Seating and Event Area	5,500 SF	<u>(accommodates 250 people)</u>
Indoor Public Realm	7,500 SF	



McIntyre Proposal

Open Space 41,000 SF (~45% of site)

Built Floor Area 50,500 SF (55% of site)

Total Site Area 91,500 SF

Office 43,000 SF

Retail 38,000 SF

Public Room 7,500 SF

Residential 85,000 SF (88 Units)

Total Built Area 173,500 SF

Parking Provided 109 Garage Spaces (1.2/unit)



Residential Unit Mix:

Unit Type	Avg Size	Mix %
Studio	475-525 SF	15%
One Bedroom	675-725 SF	55%
Two Bedroom	975-1,025 SF	30%
Average Size	750 SF	100%

“Bow Plaza”



Daniel Street



Penhallow Street at Commercial Alley



“Linden Way”



“Linden Way” & Public Market



LICENSE AGREEMENT

Agreement made this ____ day of May 2018 by and between the CITY OF PORTSMOUTH, NEW HAMPSHIRE, having a business address at 1 Junkins Avenue, Portsmouth, NH 03801 (the "Licensee"), and the GENERAL SERVICES ADMINISTRATION, as agent for the United States of America (the "Government"), having a business address at the Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Boston, Massachusetts 02222.

WHEREAS, the Government is the fee owner of an approximate 2.1-acre parcel, located at 80 Daniel Street, Portsmouth, NH 03801 (the "Government Property"); and

WHEREAS, the Licensee has expressed an interest in acquiring the Government Property; and

WHEREAS, the Licensee requests permission to conduct customary real estate due diligence at the Government Property (the "Permitted Uses"); and

WHEREAS, the Government is willing to grant to Licensee a license to enter upon and use the Government Property for the Permitted Uses, and subject to the restrictions, limitations and conditions, defined and described herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The Government grants to the Licensee, a license (the "License"), pursuant to which the Licensee and its employees, agents, contractors and invitees shall have the right to enter upon and use the Government Property for the Permitted Uses. The Licensee shall have the right to use the Government Property for the Permitted Uses, subject to the restrictions, conditions and limitations described herein, for that period of time (the "Term") commencing on the date on which both of the following have been satisfied: (a) the License is executed and (b) the delivery of the insurance certificate(s) required by Section 5 of this License Agreement, and ending one hundred and eighty (180) days after the commencement date (the "Termination Date") or as extended upon the express written consent of the Government.
2. Right of Entry. The Permitted Uses allowed by this License shall include any and all inspections, measurements, surveys, engineering and environmental studies, utilities investigations, zoning and architectural studies, title investigations and other such reports, tests and investigations that Licensee deems appropriate, as set forth in Exhibit A, attached hereto and incorporated within.

Licensee shall provide oral or written notice at least seven (7) business days prior to any entry onto the Government Property pursuant to this License.

If such entry shall include any intrusive investigations, the Licensee shall provide to the Government a scope of work which shall include: (a) the specific location(s) of any proposed sampling activities; (b) the anticipated start date; (c) the start and finish hours; (d) the plans for securing the area(s); (e) the identity of contractors and staff who will be performing the work for security purposes; (f) the amount of time anticipated to reach completion (the Work Plan). The Work Plan shall be reviewed, and any comments or further requirements that the Government has with respect to such Work Plan shall be provided to the Licensee within five (5) days following the Government's receipt of Work Plan. If the Government provides no comments within five days of receipt, the work set forth in the Work Plan shall be deemed approved.

3. Site Conditions. Throughout the Term of this License, Licensee shall, at its sole cost and expense and at no cost or expense to the Government promptly repair or replace any property of the Government damaged or destroyed by the Licensee incident to Licensee's use and occupation of the Government Property. The Government shall provide the Licensee, upon request, with a copy of all site plans, mappings, and drawings in its possession that show the existence and location of any and all public and/or private subsurface utilities at the Government Property.
4. Sole Risk: Indemnity. The exercise of the rights herein contained shall be at the sole risk of the Licensee. Licensee shall indemnify, defend, and hold Government and Government's agents, officers, and employees harmless from any and all losses, damages, costs, expenses (including attorneys fees), statutory fines or penalties, actions, or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature, in any way arising out of or in connection with this License, with Licensee's exercise of its rights under this License, and with Licensee's activities on the Government Property pursuant to this License. Except, however, that Licensee shall not indemnify the Government for any and all losses, damages, costs, expenses (including attorneys fees), statutory fines or penalties, or actions of whatever nature in any way arising out of or in connection with: (a) any third-party claims for personal injury (including death), damage to property, or other damage or financial loss related to the condition of the Government Property, including the presence of hazardous substances (as that term is commonly defined under relevant environmental laws) in the soil, air, structures, or surface/subsurface waters that may require investigation, treatment, special handling, or removal from the Government Property, but unrelated to Licensee's exercise of its rights under this License and (b) any grossly negligent, willful or intentional actions of the Government or its own agents, officers, or employees.

5. Insurance. As a condition of this License, the Licensee, or its designated consultant performing the work associated with the Permitted Uses, shall provide and maintain, at its sole cost and expense, throughout the duration of this License, the following insurance coverage: (i) Comprehensive General Liability Insurance for claims arising from bodily injury, personal injury and property damage occurring upon, in or about the Government Property on an occurrence basis with combined single limit coverage of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate; and (ii) Workers' Compensation Insurance as required by law.

All such insurance shall be issued by insurers duly authorized and licensed to do business in the State of New Hampshire. All such insurance shall provide that coverage may not be canceled without twenty (20) days prior written notice to the Government at the address first listed above. Certificates of Insurance evidencing such insurance policies, in a form reasonably acceptable to the Government, shall be attached to this License as Exhibit B.

6. Release. Licensee, by execution of this License, hereby agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to its entry (and that of its employees, agents and contractors) upon the Government Property, and does hereby forever waive, release, relinquish, remise and discharge the Government and its agents, employees, successors and assigns from any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature that arise in connection with such entry, in law and in equity, including without limitation those related in any manner to:

(a) any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the vicinity of the Government Property, or any part thereof, arising out of the presence in and use by the Licensee and/or its employees and contractors of the Government Property; or

(b) any condition of the Government Property or any portion thereof caused by the Licensee or its employees or contractors; or

(c) any failure of the Licensee or its employees or contractors to perform or comply with the terms of this License or the terms of any statute, law, regulation or ordinance affecting the Licensee's use of the Government Property, which the Licensee, its agents, employees, or contractors ever had, now have or might have (and whether or not asserted) against the Government and its agents, employees, successors or assigns arising from, pursuant to, or bearing any relationship whatsoever to the License or the Government Property, except only for Claims arising out of the act, omission or gross negligence of the Government.

Licensee does NOT waive, release, relinquish, remise and discharge the Government and its agents, employees, successors and assigns from any and all Claims whatsoever of every name and nature that arise in connection with: (a) any third-party claims related to the condition of the Government Property, including the presence of hazardous substances (as that term is commonly defined under relevant environmental laws) in the soil, air, structures, or surface/subsurface waters that may require investigation, treatment, special handling, or removal from the Government Property, but unrelated to Licensee's exercise of its rights under this License and (b) any grossly negligent, willful or intentional actions of the Government or its own agents, officers, or employees.

7. Compliance with Laws. The Licensee shall, at its sole cost and expense, throughout the Term of this License:

(a) obtain and maintain as necessary all permits, licenses and approvals required by any governmental authority with jurisdiction thereof for the use by Licensee, its employees, agents, invitees or licensees of the Government Property for the Permitted Uses; and

(b) comply with all applicable laws, rules regulations and by-laws of governmental authorities, and with the terms and conditions of all permits, licenses and approvals issued to Licensee in connection with the use by Licensee and its employees and contractors of the Government Property for the Permitted Uses.

8. Defaults and Remedies. If at any time during the Term of this License, Licensee fails to perform or observe any term, covenant or condition contained in this License to be performed or observed by Licensee, and such failure continues for a period of two (2) days after the Government gives written notice to Licensee specifying the nature of the default claimed (unless such default shall be of such nature that it cannot be completely cured within such two (2) day period and Licensee commences to cure such default during such two (2) day period and thereafter continues curing the same with reasonable diligence); then, in any such instance, the Government may terminate this License by written notice to Licensee, such termination to be effective on the date specified in such notice.

9. Representations and Warranties of the Parties. Both the Government and the Licensee (each a "Party") represent for themselves that:

(a) each Party has all of the requisite power and authority to deliver this License and, as applicable, the releases and indemnification's contemplated herein.

(b) this License has been duly executed and delivered each Party and, constitutes the legal, valid and binding obligation of each Party enforceable in accordance with its terms.

(c) the execution and delivery of this License by each Party does not, and the consummation of the transactions contemplated by this License and the compliance with its terms, conditions and provisions by each Party will not conflict with or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any of the terms, conditions or provisions of any other agreement or instrument to which either Party is a party or by which either Party may be bound or affected, or any judgment or order of any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, or any applicable law rule or regulation.

10. Miscellaneous Provisions.

(a) No Third Party Beneficiaries. Nothing in this License agreement, expressed or implied, is intended to confer upon any person, other than each of the parties hereto, and assigns of the Licensee; any benefits, rights or remedies under or by reason of this License agreement.

(b) Entire Agreement. This License and the attachments hereto, each of which is hereby incorporated herein, set forth all of the agreements, promises, covenants conditions and undertakings between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.

(c) Amendment. No waiver or modification of any of the terms of this License shall be valid unless in writing and signed by each of the parties hereto. Failure by any party to enforce any rights under this License shall not be construed as a waiver of such rights, and a waiver by any party of a default hereunder in one or more instances shall not be construed as constituting a continuing waiver or as a waiver of other instances of default.

(d) No Waiver or Release. No failure of the Government to exercise or delay by the Government in exercising any right or remedy or option provided for herein shall be deemed to be a waiver of any of the covenants or obligations of the Licensee hereunder or the right of the Government to enforce the same. No forbearance on the part of the Government or any other indulgence given by the Government to the Licensee shall operate to release or in any manner affect the obligations of the Licensee hereunder.

(e) Partial Invalidity. In the event any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remainder of this License shall not be affected hereby, and each covenant and provision of this License shall be valid and enforceable to the fullest extent permitted by law.

11. Governing Law. The construction and effect of the terms of this License shall be determined in accordance with federal law.
12. Notices. All notices and other communication which is required or permitted by this License shall be in writing and effective if: (a) delivered by personal service, (b) sent by registered or certified first class US mail, postage prepaid, properly addressed, return receipt requested, or (c) by overnight receipt delivery service such as Federal Express, if intended for the Licensee, addressed to at the address first set forth above, and if intended for the Government, addressed to the Director of Property Utilization and Disposal at the address first set forth above. Receipt of a notice by the party to whom the notice is transmitted as provided above will be deemed to have occurred upon receipt in the case of clause (a), five days from the date of mailing in the case of clause (b) and the next business day in the case of clause (c).
13. Signature in Counterparts. This License may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto confirm that any facsimile copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as a sealed instrument under federal law on the day and year first written above.

UNITED STATES OF AMERICA

Acting by and through the Administrator of
General Services

By: _____

John Kelly, Director
Property Utilization & Disposal Division
General Services Administration

EXHIBIT A
Letter from Redgate/Kane to City
of Portsmouth dated April 2, 2018

DRAFT

April 2nd, 2018

Nancy Colbert Puff
Deputy City Manager
City Hall
One Junkins Avenue
Portsmouth, NH 03801

Re: Development Partnership with the City of Portsmouth for the Federal McIntyre Property
– Due Diligence

Dear Nancy,

Redgate/Kane requests permission from the City of Portsmouth and General Services Administration to perform due diligence for the redevelopment of the Thomas J. McIntyre Federal Property at 80 Daniel Street.

The scope of work outlined in the following pages represents customary due diligence for investors and lenders. It is our intent that the City of Portsmouth benefit from this process. We hope to identify the greatest risks associated with renovating and remediating the building per our proposal dated November 6th, 2017.

Sincerely,



Steve Perdue, Vice President
Redgate
617-904-7016
steve.perdue@redgate-re.com

Cc: Michael Kane, John Kane, Ralph Cox

Environmental & Geotechnical Investigation:

Sanborn Head, 239 Causeway Street, Suite 105 Boston, MA 02114; Contact: Stan Sadkowski

Phase I Environmental Site Assessment

Sanborn Head will use Environmental Data Resources, Inc. (EDR), a commercial database search and data retrieval company, to complete an environmental database search to various Federal and State lists for the subject Site and its vicinity. Sanborn Head will also perform a review of applicable files maintained by the NHDES and various City of Portsmouth offices to review information available regarding environmental concerns at or in the vicinity of the study Site. We will also review historical information concerning prior Site uses and environmental issues at the local offices provided by EDR.

Sanborn Head will perform a site visit to observe surficial conditions indicative of the potential presence of oil and/or hazardous materials at the Site. Sanborn Head will also need access to the interior of the Site building and garage as part of the site visit. Sanborn head will observe the uses of neighboring properties to the extent visible from the Site or public rights-of-way. As part of the Site visit, Sanborn Head will interview select representative(s) for the Site, noting that if available, the selected representative(s) should have pertinent historical knowledge of former and current Site uses, as well as the environmental history of the Site.

Subsurface Environmental Sampling

To evaluate potential environmental impacts present on the Site, Sanborn Head proposes to collect up to three (3) soil samples from the fill soils during the geotechnical drilling program for laboratory analysis. The soil samples will be analyzed for typical waste characterization parameters to aid in evaluating potential premium costs associated with soil management and/or disposal of excess material generated during construction.

Geotechnical Test Borings

The test borings are intended to evaluate the thickness of the existing fill and presence of natural marine deposits and/or shallow bedrock, as well as, identify the approximate depth to groundwater at the Site.

Sanborn Head will retain a drilling subcontractor to perform one (1) day of drilling to complete the proposed program. The test borings will be advanced by S.W. Cole Explorations, Inc. using a truck-mounted drill rig, likely with a combination of hollow-stem auger and drive-and-wash drilling techniques. Split-spoon samples will be collected at the ground surface and as 5-foot intervals thereafter, or at the discretion of the geotechnical engineer. Sanborn Head personnel will observe and log the subsurface conditions in the test borings. In addition, soil will be screened for the presence of VOCs using a photoionization detector (PID). After completion of the test borings, the explorations will be backfilled to match the existing ground surface.

We propose to complete up to three (3) test borings across the Site (one along Daniel Street near the post Office, one in the parking ramp, and one in the surface lot along Bow Street). The borings will be advanced to the depths of approximately 25 to 50 feet below ground surface, or to refusal, whichever is shallower. Our base scope of work includes the installation of one groundwater monitoring well. Drilling will be completed during the hours of 7am and 5pm.

Hazardous Building Materials Survey

Sanborn Head, 239 Causeway Street, Suite 105 Boston, MA 02114; Contact: Stan Sadkowski

Sanborn Head will retain Axiom Partners, Inc. (Axiom) to perform a hazardous building materials survey of the existing structures located on the Site. Specifically, Axiom will perform a pre-demolition assessment of potential asbestos containing materials (ACM). Axiom will also inspect window caulking and other building materials, and inspect for potential lead based paint using an X-ray Fluorescents analyzer. Axiom will also a representative number of light fixture ballasts and electrical transformers for possible PCB content, and will perform an inspection for equipment suspected to contain mercury (e.g. thermostats), chlorofluorocarbons (CFCs), such as refrigeration equipment, and other hazardous building materials. For budgeting purposes, we have assumed that Axiom will collect and submit the following sample quantities during the HBM survey: Sixty (60) ACM bulk samples; Fifteen (15) PCB bulk samples; and, Five (5) lead toxicity characteristic leaching procedure (TCLP) samples.

Land Survey

Tighe and Bond, 177 Corporate Drive Portsmouth, NH 03801-6825; Contact: Patrick Crimmins

Tighe and Bond (Site/Civil Engineer) will retain Doucet Survey of Newmarket, New Hampshire as a subconsultant to perform professional land surveying services. Survey services will include topographic surveying and an ALTA Land Title Survey. The ALTA Land Title survey will include the 2.1-acre parcel and will meet or exceed 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. The topographic survey will include 4.0 acres which will consist of the 2.1-acre parcel and the adjacent City Right-of-Ways.

Existing Conditions Verification

Existing Conditions Survey, Inc. of 398 Columbus Ave #334, Boston, MA 02116; Contact: Kurt Yeghian

Existing Conditions Survey, Inc. proposes to create a three-dimensional digital model of the McIntyre building to use as a background model for architectural design. Using the FARO Focus 3D laser scanner and other tools, they will create an existing conditions Autodesk Revit 2016 core and shell model. ECS, Inc. will need access to all interior spaces in the building for 3 days. If there are privacy concerns, limiting the survey to core elements would be an acceptable alternative.

Property Condition Assessment

Simpson Gumpertz & Heger, 41 Seyon Street, Waltham, MA 02453; Contact: Gregg Cohen

The purpose of SGH's work is to perform a condition assessment study of the building in order to understand the condition of the structure and the building envelope for the development team to make informed decisions regarding preservation and adaptive re-use.

SGH proposes to make a one-day visit to the building to perform the condition survey. During our walkthrough survey, we will identify and visually evaluate the following:

Structural Systems (SGH):

Visual examination of structural components for signs of deterioration, distress, and/or settlement. We will review existing site walls as part of our structural assessment.

Building Envelope Systems (SGH):

Interior Inspection: We will review windows and walls, and look for evidence of water intrusion, in selected spaces. We will need access to a total of 10 percent of the interior of the exterior wall.

- Visual inspection of building-envelope components, including windows for signs of leakage, general wear and tear, and moisture damage. Our observations will be made from the ground, using binoculars. Visual inspection of the wall systems for signs of leakage, general wear and tear, and distress.
- Visual inspection of visible roof surfaces. We will identify and visually evaluate roofing systems and components, parapets, gutter systems, etc., for signs of systemic deterioration and moisture intrusion. We will not take roof samples or perform any destructive testing. We will gain access to only flat portions of the roof surfaces.
- Review existing architectural and structural drawings, provided by the GSA and City.
- Review previous condition assessment reports and other documentation regarding repair and restoration.

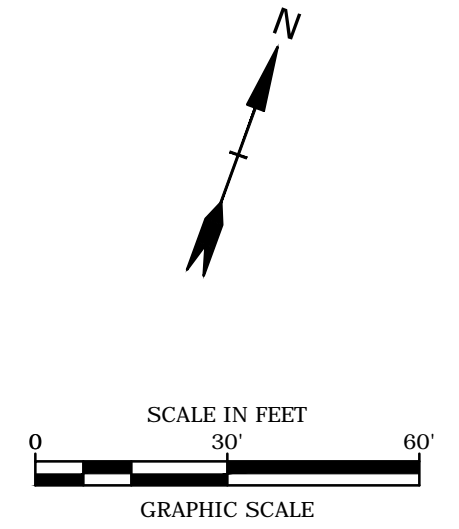
Provide a written report of our findings and recommendations, including the scope and cost of recommended short-term and long-term repair and protection work, identification of areas of concern, if any, regarding performance and/or durability, and recommendations for further investigative work, if any.



- LEGEND**
- EXISTING DRAINAGE
 - EXISTING SEWER
 - EXISTING WATER

NOTE:
BASE PLAN BASED ON CITY OF PORTSMOUTH, NH GIS DATA

● Approximate Locations of Proposed Test Borings



THIS PLAN IS INTENDED TO BE USED FOR CONCEPTUAL SITE PLANNING PURPOSES ONLY. A DETAILED ZONING REVIEW HAS NOT BEEN COMPLETED. LOCAL, STATE AND FEDERAL SETBACKS, PERMIT REQUIREMENTS AND EASEMENTS MUST BE VERIFIED. TOPOGRAPHIC, PERIMETER AND WETLANDS SURVEY HAS NOT BEEN COMPLETED.

**FOR
CONCEPTUAL
USE ONLY**

Federal
McIntyre
Property

80 Daniel Street

Portsmouth,
New Hampshire

MARK	DATE	DESCRIPTION
PROJECT NO:	K-0076-016	
DATE:	10/17/2017	
FILE:	K-0076-016_C-DSGN.dwg	
DRAWN BY:	BJL	
CHECKED:	PMC	
APPROVED:	PMC	

EXISTING CONDITIONS
PLAN

SCALE: AS SHOWN

Last Saved: 10/16/2017 10:06:00 AM By: JLL
 Plotted On: 10/16/2017 10:06:00 AM
 Tighe & Bond 238 Main Street, Portsmouth, NH 03801
 - General Proposal/0076-016 McIntyre Building Drawings - Figures/AutoCAD/Year K-0076-016_C-DSGN.dwg

EXHIBIT B
Certificate of Insurance

DRAFT

ASSIGNMENT OF LICENSE AGREEMENT

The City of Portsmouth, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, NH 03801 enters this assignment of License Agreement with Redgate/Kane (describe business entity and business address)

WHEREAS, the City and Redgate/Kane are engaged in negotiations relative to the acquisition, development and leasing of an approximately 2.1 acre parcel of land located at 80 Daniel Street, Portsmouth, NH currently owned by the United States (Government Property); and

WHEREAS, by License Agreement dated _____ (copy attached) the General Services Administration (GSA) as agent for the United States has authorized the City to conduct customary real estate acquisition due diligence of the Government Property under the terms and conditions state therein; and

WHEREAS, the City desires to assign to Redgate/Kane all of its rights and obligations under the License Agreement described above; and

WHEREAS, Redgate Kane desires to accept the assignment of the rights and obligations of the License Agreement described above and perform the due diligence activities authorized thereby.

NOW THEN:

1. The City hereby assigns all of its rights and obligations under the License Agreement to Redgate/Kane.
2. Redgate/Kane hereby, jointly and severally, accept the assignment of the License Agreement, including all of its rights and obligations.
3. Redgate/Kane, jointly and severally, agrees to indemnify and hold the City harmless from any and all demands, claims and liability arising in any way out of the assignment of the License Agreement to Redgate/Kane.
4. Redgate/Kane agrees to provide the City with all information, documentation, conclusions and results obtained by Redgate/Kane in the performance of its due diligence activities with respect to the Government Property within thirty (30) days after the receipt or development of any such documentation, conclusions or results, without exception.
5. Contact: All contact between City and Redgate/Kane in any way respecting this assignment of the underlying license Agreement shall be as follows:

A. [Insert Contact Information for Redgate/Kane]

B. City Manager John P. Bohenko
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801
(603) 610-7201

CITY OF PORTSMOUTH

Dated: _____

By: _____
John P. Bohenko
City Manager

REDGATE/KANE

Dated: _____

By: _____
Print Name: _____
Title: _____

MCINTYRE PROJECT NEGOTIATING PRINCIPLES

In order to expeditiously move forward with the McIntyre project the City shall apply to the following negotiating principles to its negotiations with Redgate/Kane.

1. For the period commencing immediately and extending to July 30, 2018, the City shall negotiate exclusively with the entity of Redgate/Kane. Subsequent to that date the City reserves the option to consider other potential development partners.
2. It is anticipated that the City and Redgate/Kane will submit a joint application to the Federal Historic Monument Program consistent in all substantive manner with the City's request for proposal dated August 22nd, 2017 and the proposal submitted by Redgate/Kane dated November 6th, 2017 excepting only deviations from those documents as may be expressly approved in writing by both the City and Redgate/Kane. It is expected that the application will be filed on or about July 10, 2018. If the application is rejected for technical reasons or correctible issues the City will work in good faith with Redgate/Kane to submit a corrected application.
3. All expenses of every kind related to the development of the joint application to the Historic Monument Program shall be borne by Redgate/Kane except as may be expressly accepted in writing by the City. Redgate/Kane shall have no obligation to pay or reimburse any expenses incurred by the City.
4. The application to the Historic Monument Program shall be subject to the mutual approval by both the City and Redgate/Kane.
5. Due diligence to be performed prior to the application to the Historic Monument Program shall be performed by Redgate/Kane, at its cost and expense. The City shall assist in any way permitted by law to secure access to all portions of the McIntyre project site for Redgate/Kane. The City shall receive the results from Redgate/Kane of any and all due diligence activities and materials (with reliance rights) which are undertaken, which will include customary environmental, soil and property condition diligence. Environmental due diligence shall comply with the EPA's All Appropriate Inquiry Rule and ASTM E1527-13 Standard. Due diligence to be completed by June 30, 2018, provided that Redgate/Kane is afforded sufficient prior access to the property to perform such due diligence.

6. The agreements which must be negotiated to substantial completion prior to the filing of an application to the Historic Monument Program shall include:
 - a. A Development Agreement between the City and Redgate/Kane which describes in detail the activities to be undertaken at and with respect to the McIntyre site and the responsibilities of the Developer for bearing all costs associated with redevelopment of the site, including, by way of example: (i) the scope of the Developer's initial construction and rehab obligations; (ii) environmental; (iii) construction schedule; (iv) Developer financing plan; (v) security and guarantees for completion of Developer's construction work; (vi) the approved plan for Developer's rehabilitation, restoration, maintenance and operation of the Property; (vii) events of default and remedies; (viii) definition of the Developer's "reasonable profit" under applicable federal law; etc.
 - b. A long term Ground Lease under which the City would make the site available to Redgate/Kane to develop in accordance with the Development Agreement and operate in accordance with the provisions of that Ground Lease. By way of example, the Ground Lease will contain provisions governing the following: (i) term; (ii) base rent; (iii) additional rent; (iv) maintenance and operation requirements; (v) insurance requirements; (vi) events of default and remedies; (vii) use restrictions and covenants; (viii) end of term rights and responsibilities; (ix) transfer restrictions; (x) assumption by tenant of all obligations under the Federal Historic Monument Program with respect to the Property including the rehabilitation, operation, management and maintenance of the Property.
7. The fully executed Development Agreement must be in place prior to the execution of the Ground Lease. The parties anticipate negotiating the terms of the Development Agreement prior to submission of the application to the Federal Historic Monument Program and executing the Development Agreement promptly following the award by the Historic Monument Program to the City. The Ground Lease will be executed following (i) receipt of title to the site by the City from the federal government and (ii) the issuance of the building permit (beyond any appeal period) and satisfaction of other customary closing conditions set forth in the Development Agreement.
8. The Development Agreement shall contemplate that, to the fullest extent possible, all local land use and regulatory approvals necessary for the

development of this site shall be advisory only pursuant to the provisions of RSA 675:54. In all cases the City shall be the applicant with support and expert assistance to be provided by Redgate/Kane.

9. The Development Agreement shall require that the first municipal land use advisory meeting shall be with the Historic District Commission.
10. The Development Agreement shall require detailed proof of adequate financing and other assurances and guarantees for completion of the project by Redgate/Kane, which financing shall be subject to approval by the City prior to the execution of the Ground Lease.
11. The City shall be responsible for obtaining all authorization necessary for the City to enter the Development Agreement and the Ground Lease, including as appropriate the Planning Board and the City Council of the City of Portsmouth.
12. The undersigned is to be the contact person between Redgate/Kane and the City as well as the only contact for either with the National Park Services or General Service Administration.
13. Upon execution of the Development Agreement, this agreement between the City and Redgate/Kane shall be superseded in all respects. The parties shall negotiate the terms of the Development Agreement in good faith, but neither party shall have liability to the other if the parties do not reach agreement on the terms and do not enter the Development Agreement.

CITY OF PORTSMOUTH

Dated: _____

By: _____

John P. Bohenko
City Manager

REDGATE/KANE

Dated: _____

By: _____

Michael Kane

By: _____

Steve Perdue

PORTSMOUTH POLICE DEPARTMENT

MEMORANDUM



DATE: APRIL 23RD, 2018
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: JOSEPH ONOSKO, PORTSMOUTH POLICE COMMISSION
ROBERT M. MERNER, CHIEF OF POLICE
RE: GRANT AND DONATIONS

At the April 23rd, 2018 Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant and donations:

- a. A Victim of Crime Advocate, or 'VOCA' grant, has been awarded to the Portsmouth Police Department from The New Hampshire Department of Justice in the amount of \$72,043. This grant will provide hands-on Victim Advocate services to support crime victims in our jurisdiction of non-domestic- violence-related crimes.
- b. A donation in the amount of \$800 in support of the Portsmouth Police Explorer Post, from the Friends of the South End.
- c. A scholarship donation in the amount of \$200 from Mr. Jason Page for a Police Explorer Cadet to attend the Explorer Cadet Academy.
- d. A donation from the Elks Lodge, of police-themed promotional items and equipment for elementary school children, in support of Portsmouth's Cops with Kids outreach coming up in June. The items are valued at about \$2,500.

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting. We respectfully request this item be placed on the City Council meeting agenda for the May 7th, 2018 regular City Council meeting.

Respectfully submitted,


Kathleen M. Levesque
Office of the Chief

Attachments: Grant Award Notice

copies: Board of Police Commissioners
Finance Director Judie Belanger

Admin. Mgr. Karen Senecal
Business Asst. Tammie Perez

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5 Subrecipient Phone # (603) 610-7457	1.6. Account Number 5021-072-500574	1.7. Completion Date 06/30/2020	1.8. Grant Limitation \$ 72,043
1.9. Grant Officer for State Agency Kathleen B. Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared _____ (satisfactorily proven) to be the person whose name is signed on this document in the capacity indicated in block 1.12. _____, known to me (or _____) that he/she executed this			
1.13.1. Signature of Notary Public or Justice of the Peace			
(Seal)			
1.13.2. Name & Title of Notary			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: ____ / ____ / ____			

COPY
Original to be signed upon acceptance
of the grant

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- 4.1. EFFECTIVE DATE: COMPLETION OF PROJECT. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 - c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.
2. Reports and Certifications Required:
- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
 - b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
 - c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.
3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.
4. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation,

Subrecipient Initials _____

Date _____

renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

Subrecipient Initials _____

Date _____

services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

Subrecipient Initials _____

Date _____

with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the recipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this

award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded

Subrecipient Initials _____

Date _____

funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

Subrecipient Initials _____

Date _____

<http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the subgrantee at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

Subrecipient Initials _____

Date _____

30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Subrecipient Initials _____

Date _____

33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
35. Requirements of the award; remedies for non-compliance or for materially false statements:
 The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relates to conduct during the period of performance also is a material requirement of this award.
 Failure to comply with any one or more of these award requirements -- whether a condition set out in these special provisions, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period --may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.
 Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
 Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion
 A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

Subrecipient Initials _____

Date _____

Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

Subrecipient Initials _____

Date _____

covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Subrecipient Initials _____

Date _____

DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Name and Title of Head of Agency

Signature

Date

Name and Address of Agency

Subrecipient Initials _____

Date _____

37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Name and Title of Authorized Representative

Signature

Date

Name and Address of Agency

Name and Address of Agency

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

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

The _____ (Applicant) certifies that any funds awarded through **grant number** _____ shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The _____ (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: _____

Signature: _____

Date: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



Subgrantee Contract Checklist

All grant recipients must submit a complete, notarized, Grant Agreement Form (P-37 Contract). The below documentation must accompany the Grant Agreement Form. Note: all pages that do not have a signature must be initialed and dated by person authorized by Certificate of Authority (item 4).

- 1. Exhibit A: Scope of Work
- 2. Exhibit B: Method of Payment
- 3. Exhibit C: Special Provisions
- 4. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request)
- 5. Certificate of Insurance
- 6. Certificate of Workers Compensation Insurance
- 7. NH Secretary of State Certificate of Good Standing, dated on or after April 1st of the year of the grant award. (Non-profits only)
- 8. Proof of non-profit (if applicable)
- 9. URL where financial statements are available online (if applicable) or copy of last financial audit completed.

a. URL: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICH
DEPUTY ATTORNEY GENERAL



-
- 10. Signed copy of the special conditions including:
 - a. certification form regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and;
 - b. certification form of Equal Employment Opportunity Plan.

 - 11. Signed non-supplanting certification

EXHIBIT A

-SCOPE OF SERVICES-

1. Portsmouth Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.

5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$72,043 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VOCA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

Agency Name:

Grant Period: 7/1/18-6/30/19

PURPOSE OF THE VOCA SUBAWARD : (CHECK ALL):

- A. Continue a VOCA-funded victim project funded in a previous year
- B. Expand or enhance an existing project not funded by VOCA in the previous year
- C. Start up a new victim services project

PRIORITY AND UNDERSERVED REQUIREMENTS:

INSTRUCTIONS: *This is determined by the state for each SAR. Indicate the amount of VOCA funds that are allocated to each category of priority and underserved victims of crime.*

Indicate the amount of VOCA funds ONLY (federal award share, not matching funds).

A. Child abuse (equals A1+A2): \$

A1. Child physical abuse/neglect:

A2. Child sexual abuse:

B. Domestic and Family Violence: \$

C. Sexual assault: \$

D. Underserved(equals D1-D10): \$

D1. Underserved (DUI/DWI crashes) \$

D2. Underserved (assault): \$

D3. Underserved (adults molested as children): \$

D4. Underserved (elder abuse): \$

D5. Underserved (robbery):

D6. Underserved (survivors of homicide victims): \$

D7. Other Underserved (other violent crimes): \$

D8. Please briefly describe "Other Underserved (other violent crimes)" :

D9. Other Underserved (non-violent crimes): \$

D10. Please briefly describe Other Underserved (non-violent crimes):

8. Subgrant match (financial support from other sources) INSTRUCTIONS: : All VOCA awards must be matched (20 %) either with in-kind or cash match

A. Value of in-kind match: \$

B. Cash match: \$

C. Total match: \$

USE OF VOCA AND MATCH FUNDS:

INSTRUCTION: For this subaward, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project, as described below. Note: Report only those services actually provided by the VOCA-funded project. Do not report services offered by another agency. Check all that apply.

A. INFORMATION & REFERRAL (please check all that apply)

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

B. PERSONAL ADVOCACY/ACCOMPANIMENT

- Victim advocacy/accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)
- Performance of medical forensic exam or interview, or medical evidence collection
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent care assistance (includes coordination of services)
- Transportation assistance (includes coordination of services)
- Interpreter services

C. EMOTIONAL SUPPORT OR SAFETY SERVICES

- Crisis intervention (in-person, includes safety planning, etc.)
- Hotline/crisis line counseling
- On-scene crisis response (e.g., community crisis response)
- Individual counseling
- Support groups (facilitated or peer)
- Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable/medical equipment, etc.)

D.SHELTER/HOUSING SERVICES

- Emergency shelter or safe house
- Transitional housing
- Relocation assistance (includes assistance with obtaining housing)

E.CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

- Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance
- Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues (e.g., custody, visitation, or support)
- Other emergency justice related assistance
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/accompaniment
- Other legal advice and/or counsel

F. ASSISTANCE IN FILING COMPENSATION CLAIMS

- Assists potential recipients in seeking crime victim compensation benefits

TYPES OF VICTIMIZATIONS

INSTRUCTION: Check the types of victimization that best describe the victims the VOCA-funded project will serve. "Other" refers to a type that is not associated with any of the types provided in this list. Please review the Appendix for definitions. Provide an explanation for any victimization type listed as "other."

Types of Victimizations

- ┌ Adult Physical Assault (includes Aggravated and Simple Assault)
- ┌ Adult Sexual Assault
- ┌ Adults Sexually Abused/Assaulted as Children
- ┌ Arson
- ┌ Bullying (Verbal, Cyber, or Physical)
- ┌ Burglary
- ┌ Child Physical Abuse or Neglect
- ┌ Child Pornography
- ┌ Child Sexual Abuse/Assault
- ┌ Domestic and/or Family Violence
- ┌ DUI/DWI Incidents
- ┌ Elder Abuse or Neglect
- ┌ Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other
- ┌ Human Trafficking: Labor
- ┌ Human Trafficking: Sex
- ┌ Identity Theft/Fraud/Financial Crime
- ┌ Kidnapping (noncustodial)
- ┌ Kidnapping (custodial)
- ┌ Mass Violence (Domestic/International)
- ┌ Other Vehicular Victimization (e.g., Hit and Run)
- ┌ Robbery
- ┌ Stalking/Harassment
- ┌ Survivors of Homicide Victims
- ┌ Teen Dating Victimization
- ┌ Terrorism (Domestic/International)
- ┌ Other

If other, please explain:

11. BUDGET AND STAFFING:

Total budget for all victimization programs/services for this agency:

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year for which you have applied: (Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency. Do not count funds in more than one category. C4 OTHER FEDERAL includes all federal funding except the subaward amount reported in C1.

C1. Subaward Amount:	\$0.00
C2. STATE/TERRITORY:	\$ 0.00
C3. Local:	\$ 0.00
C4. Other Federal:	\$ 0.00
C5. Other non-federal:	\$ 0.00

Total number of paid staff for all subgrantee victimization program and/or services(Count each staff member once. Both full and part time staff should be counted as one staff member. Do not prorate based on FTE.):

Number of staff hours funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services (Total count of hours to be worked by all staff members supporting the work of this VOCA subaward plus match.):

Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services (Count each volunteer once. Do not prorate based on FTE.)

Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services (Total count of hours to be worked by all volunteers supporting the work of this VOCA subaward plus match.)

EEOP Reporting

I, _____ [*responsible official*], certify that
_____ [*recipient*] has completed the EEO reporting tool certification
form at: https://oip.gov/about/ocr/faq_eeop.htm on _____ [Date]

I further certify that:

_____ [*recipient*] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: _____

Date: _____

MEMORANDUM

TO: John Bohenko, City Manager

FROM: Juliet T. H. Walker, Planning Director *JTW*

DATE: April 24, 2018

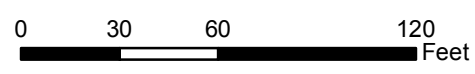
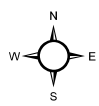
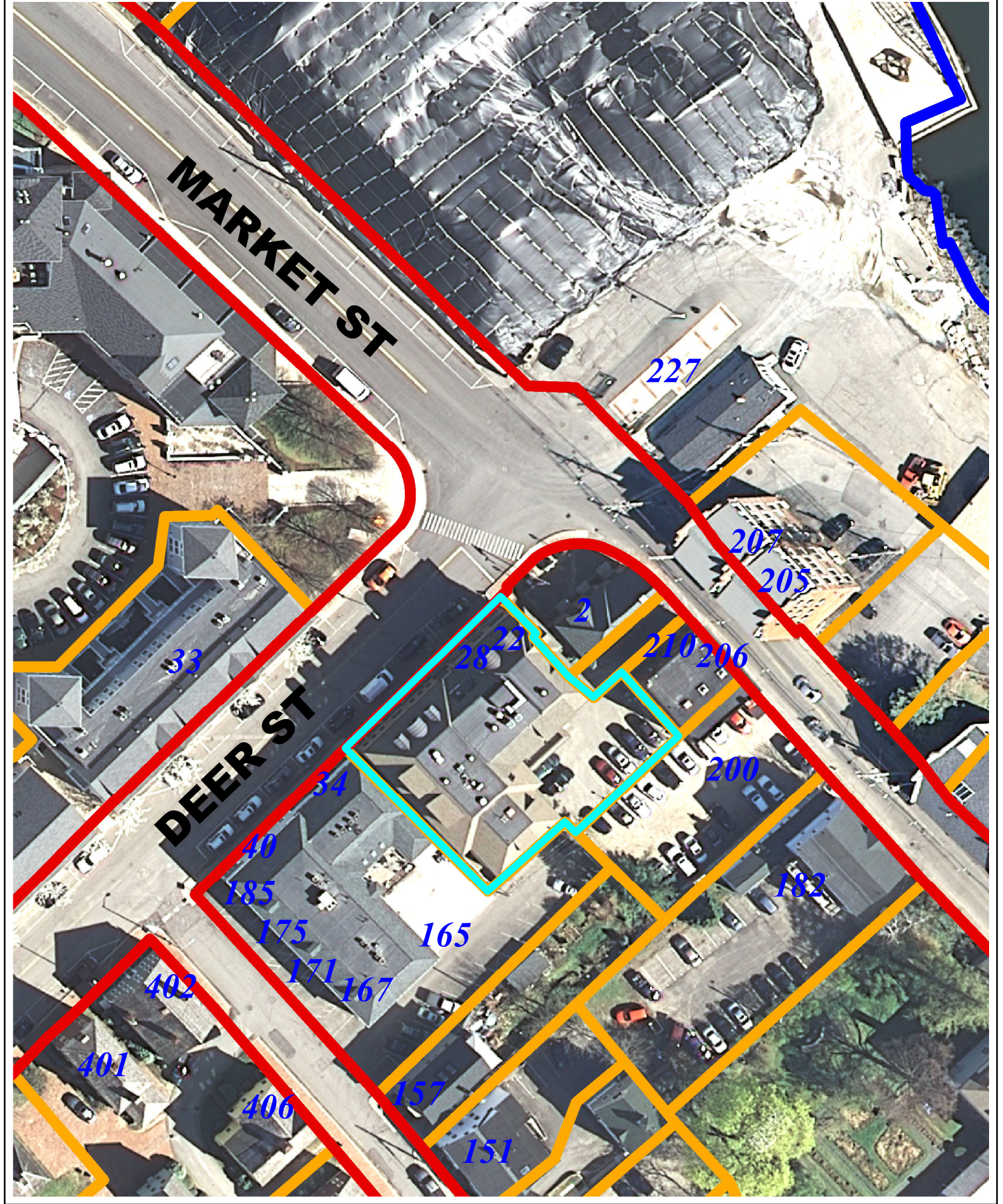
RE: City Council Referral – Projecting Sign
Address: 28 Deer Street
Business Name: Beyond, Inc.
Business Owner: Matthew Meade

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

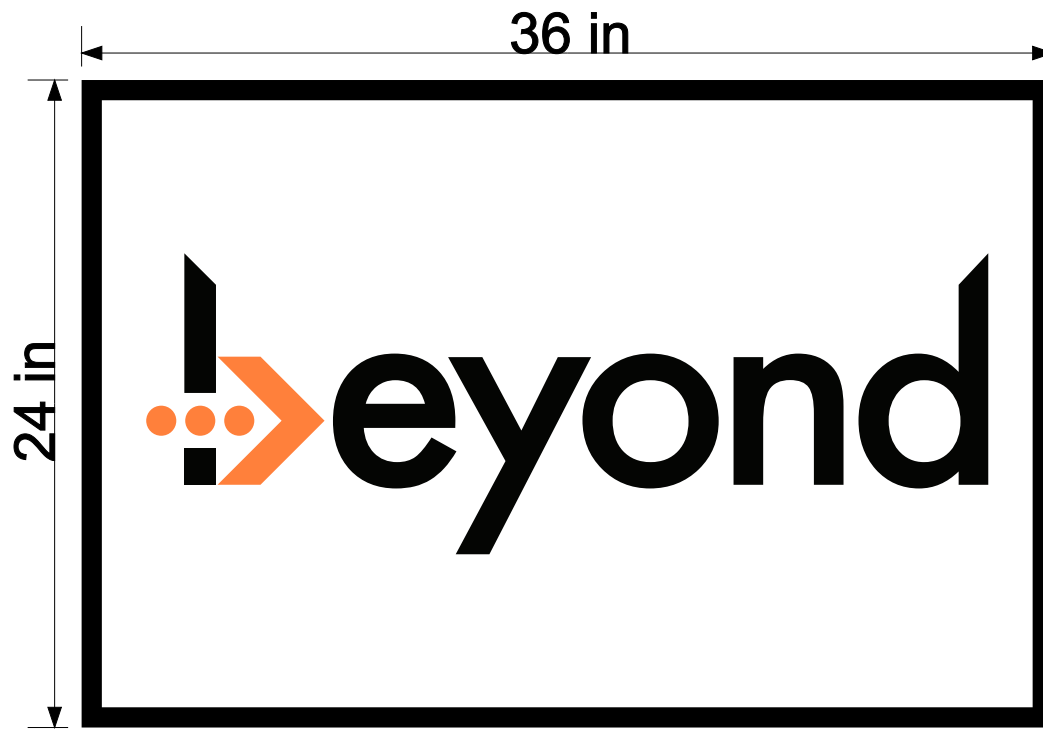
Sign dimensions: 24" x 36"
Sign area: 6 sq. ft.


The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

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




**Request for license
28 Deer Street**



 <p>PortsmouthSign.com 603-436-0047</p>	<p>REVISION: All orders under \$250 include 1 revision only. All orders over \$250 include 3 revisions only. Additional revisions will be charged at \$25 per revision.</p> <p>PLEASE NOTE: Designs are NOT actual size and color may vary depending on printer and/or monitor.</p>	<p>3/19/18</p> <p>I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.</p> <p>SIGNATURE: _____ Date: _____</p>	<p>RETURN SIGNED TO: service@portsmouthsign.com</p>
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©COPYRIGHT 2017, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

<p>Shop Use Only</p>	<p>Qty: SS <input type="checkbox"/> DS <input type="checkbox"/></p>	<p>Materials:</p>	<p>Background Color:</p>	<p>Vinyl Color: HP <input type="checkbox"/> Int <input type="checkbox"/></p>	<p>Other:</p> 
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M E M O R A N D U M

TO: John Bohenko, City Manager

FROM: Juliet T. H. Walker, Planning Director *JTW*

DATE: May 2, 2018

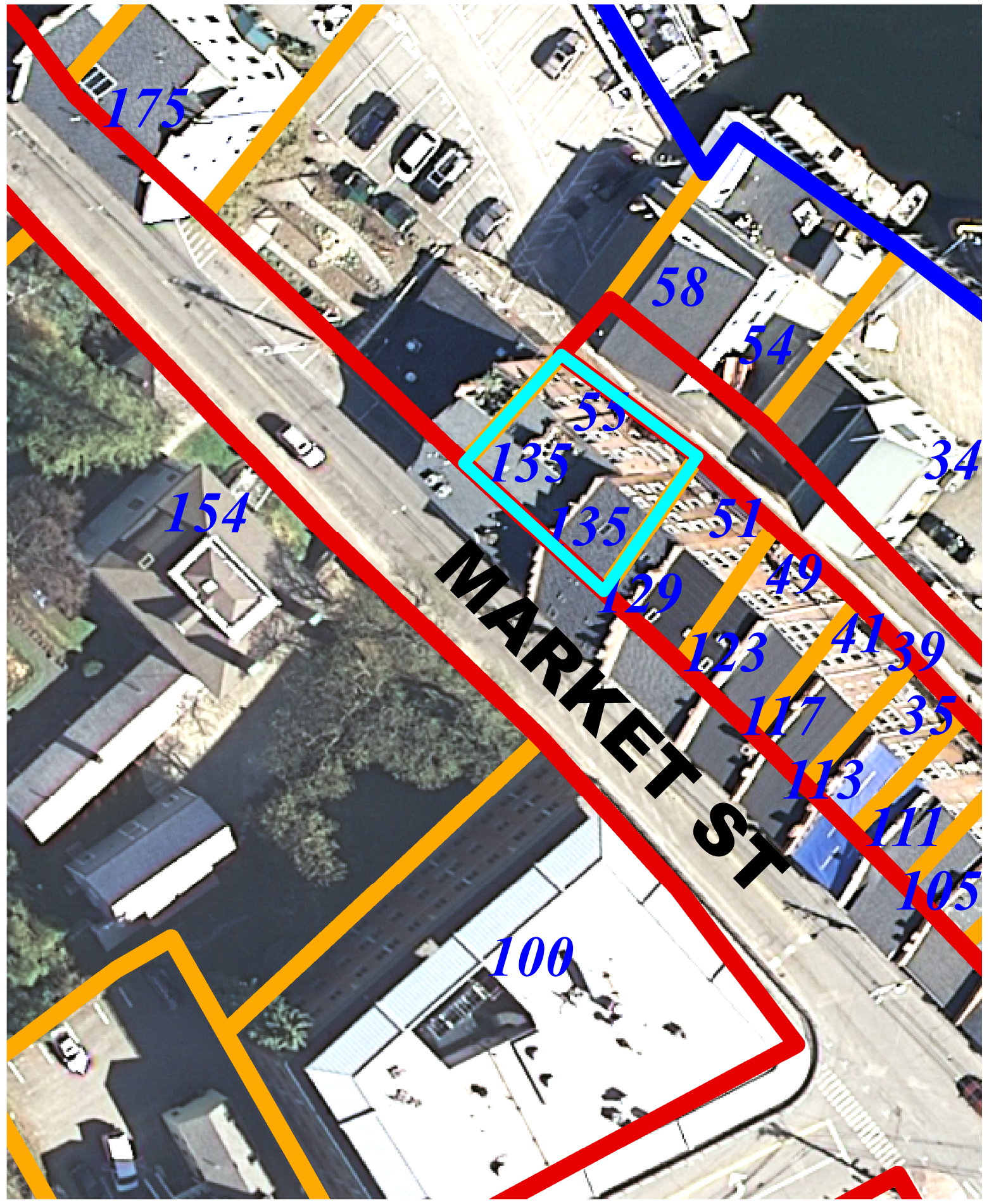
RE: City Council Referral – Projecting Sign
Address: 135 Market Street
Business Name: Meraki
Business Owner: Kim Lively

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 30" x 30"
Sign area: 6.25 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

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



MARKET ST

175

154

100

58

54

55

34

135

135

51

129

49

123

41 39

117

35

113

111

105



0 20 40 80 Feet

**Request for license
135 Market Street**

Map produced by Planning Department 4-30-18



MERAKI

#welivelikethis



MERAKI ATHLEISURE

SEA BAGS
THE ARTS

3 HOUR
PAY METER



Hi John and Ann,

Once again, my yearly note to connect regarding our Telluride by the Sea film festival and the closing of Chestnut Street this year throughout the weekend of Sept. 14-16.

Nothing different this year, all the same. We generally are given barricades on the Friday morning (9/14 this year) and put them up and take them down ourselves (both ends - Congress and Porter Ave.), according to the movie and queue schedule.

Here is our draft schedule. Times are approximate at this point.

Friday, 9/14:

5:30pm: Queues begin to form on Chestnut in front of TMH: live, unamplified music on the street.

7:30pm: Film at TMH

Saturday, 9/15:

10:30am: Film at Loft

1:30pm: Film at TMH

3:45pm: Film at Loft

6:15pm: Film at TMH

8:30pm: Film at TMH

Sunday, 9/16:

1:30pm: Film at TMH

4pm: Film at Loft

6:30pm: Film at TMH then End of festival

I look forward to hearing about whether you'd like me to come meet with department heads, per usual, and whether we are approved for the closure, etc...

Thanks and best,

~Chris

Chris Curtis

ccurtis@themusichall.org
www.themusichall.org



Seacoast Growers Association
P.O. Box 4401
Portsmouth, NH 03802

Dear Portsmouth City Council, City Manager, and Mayor,

The Seacoast Growers Association would like to include Squamscott Vineyard & Winery, LLC in the 2018 Portsmouth Farmers' Market for the sale and tasting of their product. Please consider including this in the upcoming agenda.

We will not have Hard Cider products by Nottingham Orchards this year.

Respectfully,

Cole Gove
Seacoast Growers Association Market Manager
207 252 0385
Cole@SeacoastGrowers.org

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

Kelli L. Barnaby, MMC/CMC/CNHMC
City Clerk
1 Junkins Avenue
Portsmouth, NH 03801
603-610-7207
Fax: 603-610-4158
Klbarnaby@cityofportsmouth.com

Memo

To: Mayor Jack Blalock and City Council
From: Kelli L. Barnaby, City Clerk
Date: May 3, 2018
Re: 2018 Omnibus Sidewalk Obstruction Renewals

Please find attached the final listing of 2018 Omnibus sidewalk obstruction renewal applications without changes, submitted thus far and that have met the appropriate insurance and fee requirements.

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

cc: John P. Bohenko, City Manager

2018 SIDEWALK OBSTRUCTION OMNIBUS

Business	Location	# Tables	# Chairs	# Bench	# Signs
Agave Mexican Bistro (Dos)	111 State St.	0	0	0	1
Art with a Splash	222 State St.	0	0	0	1
Astrology by Valerie f/k/a Helen Marks	42 Market St.	0	0	0	1
B&M Wharf	70-80 State St.	0	0	3	0
Bagel Works	9 Congress St.	4	12	0	0
Better Homes & Gardens, Masiello Group	79 Congress St.	0	0	0	1
Breaking New Grounds, Inc.	Market Square	15	42	0	0
Bridge Street Bistrot & Wine Bar	64 Bridge St.	0	0	0	1
Bull Moose Music	82-86 Congress St.	0	0	0	1
Canine Cupboard	220 State St.	0	0	0	1
Ceres Bakery	51 Penhallow St.	2	10	0	0
Chamber of Commerce	Daniel/Pleasant/Congress	0	0	0	1
Clipper Tavern	75 Pleasant St.	0	0	0	1
Colby's Breakfast & Lunch	105 Daniel St.	0	0	0	1
Diversions Puzzles & Games	123 Congress St.	0	0	0	1
Dos Amigos Burritos	107 State St.	2	4	0	0
Drift LLC	12 B Fleet St.	0	0	0	1
Friends of the Music Hall	131 Congress St.	0	0	0	1
Fringe Hair Studio	3H Market Sq.	0	0	0	1
Geno's Chowder and Sandwich Shop Inc	177 Mechanic Street	0	0	0	1
Izzy's Frozen Yogurt	Bow St.	0	0	1	0
Jumpin' Jay's Fish Café	150 Congress St.	0	0	1	0
Kaffee VolSolln	79 Daniel St.	2	4	0	0
LeRoux Kitchen	23 Market St.	0	0	0	1
Let's Glow	59 Deer St.	0	0	0	1
Lit Boutique	19 Congress St.	0	0	0	1
Look Fine Eyewear/Sol Sunwear	68 State St.	0	0	1	0
Making Faces by Karel	10 Vaughn Mall	0	0	0	1
Martingale LLC	99 Bow St.	0	0	2	0
Martingale Wharf LP	99 Bow St.	0	0	0	2
Moe's Italian Sandwiches	22 Daniel St.	2	4	0	0
Moxy	106 Penhallow St.	0	0	2	0
NH Iphone Repair LLC	33 Deer St.	0	0	0	1
Nibblesworth	409 The Hill	0	0	0	1
North Church of Portsmouth	Market Square/Pleasant St.	0	0	0	2
Olde Port Properties	26 Congress St.	0	0	0	1
Poco's	37 Bow St.	0	0	0	1
Port City Bike Tours	43 Middle St.	0	0	0	1
Portsmouth Athenaeum	9 Market Sq.	0	0	0	1
Portsmouth Brewery	56 Market St.	0	0	0	1
Portsmouth Gas Light	64 Market St.	0	0	0	2
Pretty Little Things	21 Vaughan Mall	0	0	0	1
RiRa Irish Pub and Restaurant	22 Market Sq.	0	0	0	1
River House, The	53 Bow St.	0	0	2	0
Rosa Restaurant	70 State St.	0	0	0	1
Rudi's	20 High St./5 Congress St.	0	0	0	2

2018 SIDEWALK OBSTRUCTION OMNIBUS

Scallops	65 Daniel St.	0	0	0	1
Sea Bags	129 Market St.	0	0	0	1
Seaside Allure	24 Congress St.	0	0	0	1
Serendipity	41 Pleasant St.	0	0	0	1
Sheva Jewelry	16 Market Sq.	0	0	0	1
Six Dregrees Salon	47 Bow St.	0	0	0	1
Starbucks Coffee	One Market Sq.	4	8	0	0
Surf Portsmouth	99 Bow St.	0	0	0	1
Ten Thousand Villages	87 Congress St.	0	0	0	1
The Kitchen on Islington	171 Islington St.	0	0	0	1
Village Silversmith	71 Congress St.	0	0	0	1
Water Monkey	33 Vaughan Mall	0	0	0	1
White Heron Tea & Café	601 Islington St.	0	0	2	1
The Works Bakery Café	9 Congress St.	0	0	0	1
Xcelerated Orthondics	59 Deer St.	0	0	0	1
Works Bakery Café, The	9 Congress ST.	0	0	0	1

CITY COUNCIL E-MAILS

April 17, 2018 – May 3, 2018

MAY 7, 2018 CITY COUNCIL MEETING

Updated 05/01/2018 (1:00 p.m.)

New Content begins on Page 9

Below is the result of your feedback form. It was submitted by Alyson Van De Water (alysonvdw@gmail.com) on Tuesday, April 17, 2018 at 12:58:45

address: 14 Mason Drive, Stratham, NH 03885

comments: April 17, 2018

Dear Councilors:

Thank you all for your time and attention last evening at the City Council meeting as athletes and parents spoke about the unilateral decision of the pool manager to cut the Cannonball Swim Club (CSC) from the lane rental program at the Portsmouth Indoor Pool (PIP). I did not speak as we wanted to respect your time. I would, however, like to share another perspective and to have a moment to answer a few questions that were not answered last evening.

And, I respectfully ask that you request the Recreation Director and pool manager work with both the Portsmouth Swim Team (PST) and Cannonball Swim Club (CSC) to work a schedule that allows both swim teams to thrive and schedule some time to test some pilot initiatives.

As a City Council you have the power to be the “hero” in all of this. With so much negativity going on right now, why not be the catalyst for positive outcomes? Support children in the seacoast community. Even if the number of resident swim team members is only 50 kids. Can you imagine the outrage if the city cut 50 spots in the Portsmouth Little League program so they could offer undefined free pilot programs on the baseball fields every day after school?

Never have I seen a solid organization make a decision that meaningfully impacts 25% of its customers and nearly 25% of its entire revenue without at least a conversation with those customers. Most organizations seek to expand programming while retaining existing successful revenue sources. That is NOT the case here. While the Recreation Department doesn’t seem concerned with revenue (interesting given the pool was set to be shut down 7 short years ago), removing a consistent stream of rental income and memberships and replacing it with multiple “free” pilot programs seems curious.

New programs should be tested and offered. But why are swim teams and new programs mutually exclusive? The coaches and kids of PST and Cannonball Swim Club CSC are amazing. Why wouldn’t the pool management partner with the teams? CSC parents already organize and swimmers volunteer for the Special Olympics program on Saturdays.

There are several important issues at hand.

The Members

- Currently the PIP has 700 members.
- 60% of the members are non-Resident members. PIP (& SIPP) is largely supported by not only city residents but the Seacoast community.

- Nearly 180 of those members are swim team athletes/children and teens representing MORE THAN 25% of the current membership

- The pool was saved and is supported by the seacoast community and Save the Indoor Portsmouth Pool (SIPP)

The Process

- The decision was a unilateral decision made abruptly by the Pool Manager. It appears to me that only AFTER the decision was made have been sessions to brainstorm about a “pilot program”. And, what is on paper right now is nothing that can’t be implemented and tested in phases.

- Councilor Reynolds, you asked twice last night about information on need. I have asked the same question multiple times to the Pool Manager, the Recreation Director and Recreation Committee Chair. The most detailed response I have received to date is “...we have talked to some people who wanted to be members but didn’t sign up because we don’t have evening open swim time.”

- Curiously, the decision was made at the end of a month where the Cannonball Swim Club coach went to the City Health Department after months of trying to engage the pool manager in a process to work on water and air quality at the pool. This is an issue coaches of the Portsmouth Swim Team as well as other lap swimming members have been concerned with for years. Several issues were identified regarding chlorine levels, ventilation issues and subsequent combined chlorine levels (which were not being tracked and recorded at all despite state and CDC guidelines). The pool was shut down for approximately 36 hours so issues could be assessed and addressed. I could write a dissertation on this topic, but we will leave that for a different time.

Resources

It would be wonderful if every town had their very own indoor lap swimming pool. Unfortunately, that is not the case. Believe me, if Cannonball Swim Club could just simple move to another pool...we would. Lap and lane space is challenging as most every lap pool is already supporting many lap swimmers. The YMCA is an exception and we are working on that. However, they are more than just a lap pool and are part of a larger and more complex organization.

- The City of Dover Indoor Pool serves the Seacoast Swim Association team, the Dover High School team, the St. Thomas Swim Team, the Berwick Academy team, the Masters Program, and swim lessons and programs for their community.

- The UNH Indoor Pool serves the UNH Swim Team, the Oyster River Otters team, the Seacoast Swimming Association team, and the Solo Aquatics Diving Team, a Masters Program along with the University and Durham extended community.

- The Phillips Exeter Pool supports the Solo Aquatics Exeter Swim team, the Phillips Exeter Swim Team, the Winnacunnet High School Swim Team, the Exeter High School Swim Team, as well as the Phillips Exeter and extended Exeter community.

And let us not forget the wonderful asset city residents have in the Portsmouth Outdoor Pool. It is an amazing resource for the city residents—free swim lessons and afternoons of family sun and swim time all summer! Why not run some pilot fun programs here for kids as well?

Other local lap swimming pools, as differentiated from multi-purpose health and fitness clubs like the YMCA, seem to embrace children and their athletic pursuits along with benefiting from the consistent sustaining revenue that it provides.

The Teams

Each swim team brings something different to the PIP.

- PST practices early from 4-6 and is a large team.

- CSC is a small team that practices mostly from 7-9pm.

- Both are “swim teams” but the coaching, philosophy, and offerings are quite different and complementary.

- To suggest that “one mold/team fits all” is an uninformed assumption. Kids from all over the seacoast swim for different teams based on coaching, size, friends, location & practice schedules, and team/coaching philosophy.
- PST is run by a Board of Directors and CSC is coach owned—a woman running a small business.

Finances

Lastly, I believe the financial picture to be important. Seven years ago, the PIP was going to be shut down as a result of an annual operating deficit of \$536,000 and estimated \$1M of capital expenditures required. SIPP stepped in to create a public/private partnership. In the first five years of the plan, the then-manager working with SIPP worked on capital projects, fund-raising, and a program schedule that provided a consistent source of revenue. Adding a second swim team was a piece of that puzzle.

- A quick glance at the City of Portsmouth Audited Financial Statements Special Revenue Fund for the Indoor Pool shows that 2016 was the first year that the PIP was in the black. In 2017 it was slightly better but important to note that no capital improvements were made during that fiscal year. It appears that the City’s \$150K contribution was used to pay off the debt taken out from the 2015 capital improvement.
- Under the new lease (2016-2021) the SIPP organization is responsible for continued operation of the pool along with replacement of the pool walls, and a new, improved water filtration system which is estimated to be \$350,000. In addition, corrections and improvements to the ventilation system seem imminent as well.

I ask you, is this really the best time to be making drastic changes with the potential to meaningfully negatively impact pool finances and certainly negatively impact the 180+ swim team children that call the PIP their home and their swim team their family?

Swimming isn’t a “traditional” sport...but one where many children who may, or may not, fit the molds of sports like soccer, football or baseball/softball can thrive. These kids and families are your customers, they are your adult masters swimmers, they are your future triathletes, your future pool lifeguards, your future parents who bring their kids for swimming lessons.

I hope your gut tells you that what is happening here isn’t the right thing to do. It literally and figuratively doesn’t add up.

Thank you for your time and consideration,

Alyson Van De Water
alysonvdw@gmail.com
603-380-1331
14 Mason Drive
Stratham, NH 03885

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Lauren Byrnes (laurenbyrnes@gmail.com) on Wednesday, April 18, 2018 at 10:25:03

address: 12 Strawberry Lane

comments: To: All Portsmouth City Councilor's

My name is Lauren Byrnes and my son, Ryan, is a member of Cannonball Swim Club. Thank you so much for listening to the pleas from Ryan's teammates and their families with regard to supporting Cannonball in their effort to remain in their home pool, the Portsmouth Indoor Pool. I had the opportunity to watch the video of the Council Meeting held on April 16th and feel confident that the City, PIP and both Portsmouth Swim Team and Cannonball Swim Club can find lane space to occupy all of us!

My son turned 13 on Saturday and has been a member of CSC since he was 6. In the past 7 years, he has logged 100's of hours of his time as a member of PIP, training with his team, and making friendships. For the past 2 years, he has trained 6 days a week, almost 20 hours per week! He is a swimmer and PIP is literally his 2nd home. The thought of losing this may seem trivial to the recreation department but it is a huge loss to Ryan and the 65 other swimmers on CSC.

I understand the changes cited by the recreation department:

More community swim (for Portsmouth residents).

Afternoon swim practice instead of the morning for the high school team.

It seems to me that there should be room for all in even with these changes. I understand high school swim is maybe 3-4 months out of the year, does this short-term need truly necessitate removing an entire year-round swim program? As a "swim mom", I love the idea of having more children access a pool and have opportunities to learn to swim or just have fun. Again, does this have to be at the expense of 65 swimmers who love and are committed to a lifelong sport?

With that said, I do have questions with regard to how this was all rolled out to our coach and the families on CSC:

I don't understand why the PST and CSC coaches were not asked to sit down and discuss programming changes and the possibility of working together to allow all programs to exist? It seems like they could have put their heads together to fit in the existing and new programming. Considering how long each swim team has been at PIP, I think this would have been courtesy.

We were shocked to receive an email from Yvonne, the pool manager, informing us of her decision to not have CSC back in the fall. (Sadly, an email that got to us before our coaches could share the news.) Her email cited a 1-year "pilot program" that PIP was trying out. "Trying out" a program at the expense of a successful youth swim program seems odd when there is space for both.

Both PST and CSC parents, in an effort to find out more information about the programming changes and to explain the effect on both teams, have reached out to the SIPP Board. The Save the Indoor Pool Board is fiscally responsible for the pool (outside of the \$150,000 that the City of Portsmouth provides each year). SIPP board members have told us that they did not make this decision and to contact the recreation department. In last night's city council meeting the recreation director said that those scheduling/programming decisions are made by SIPP. This is very confusing as we have been desperately trying to get answers to better understand this change which is affecting so many families and children.

I know that there is Master's Swim program, comprised of adults both residents and non-residents. From what I understand, this program is unaffected. I wonder why there isn't some consideration there.

Although we aren't Portsmouth residents, Ryan's membership at PIP and his commitment to swimming with CSC have certainly geared most of our activities to Portsmouth. In the past 7 years, we have chosen Ryan's music school, the Portsmouth Music and Arts Center to accommodate his drums lessons with swim practice times, we have chosen his theater program, the NH Theater Project to better fit his swim schedule, and I have opted for a gym that is located in Portsmouth as my carpool schedule requires me to be in Portsmouth so often. Certainly, we can find new places for our extracurriculars that will be more convenient if necessary but it will be another hardship for Ryan to replace all of the programs he loves.

The CSC families have felt like part of the Portsmouth community for these past 7 years, attending Save the Indoor Pool fundraisers, supporting runners in charity races held in Portsmouth and most importantly, CSC swimmers have volunteered their Saturday's to assist with the Special Olympics swim program at the indoor

pool. The Special Olympics practice time is one hour before CSC's practice time and the ability of our swimmers to participate has been an amazing opportunity, including volunteering their time to help run SO swim meets!

I know there is a solution to accommodate PST, CSC, the high school and the community. We look forward to the opportunity to work together to keep the PIP alive with committed swimmers from all over the Seacoast!

Thank you for listening.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Sharyn Nault (msmtfam@gmail.com) on Friday, April 20, 2018 at 08:57:12

address: 6 Shepherds Lane North Hampton NH

comments: My daughter Taylor Nault spoke at your council meeting Monday (4/16/2018) night. She swims on the Cannonball Swim Club(CSC). It is very perplexing that the CSC team will not be able to continue their lease at PIP for the 2018-2019 season. CSC was one of the swim teams that was there for PIP when it was failing. CSC and the parents advocated and devoted their time and effort to help save the PIP. Now 7 years later the team that supported the pool is now being asked to leave.

I'm all for opening the pool to the residents of Portsmouth but the recreation department has not shown any research or numbers to reinforce the desire for the new pilot program. As you recall when the question was posed to Russ at the council meeting there was no response or explanation. The recreation department should be asked to provide research and numbers to implement the new pilot programs.

There must be a creative way to schedule the pilot program and allow the swim teams to call PIP their home. For the record Russ only spoke of 2 swim teams but in reality there are 3 teams swimming at the pool. The 3 teams are CSC, PST and a masters swim team. Why was the masters team not effected by the changes? All parties involved should sit down together (which hasn't been an option) and brainstorm a solution.

Let's play devils advocates. CSC does not swim at PIP. Portsmouth swim team is disbanded or the number of team members is cut in half because of the time change to 6-8. The pilot programs are not a big draw for the community. Then PIP might be back into the same situation they were in 7 years ago.

Thank you for listening and reading all of the parents comments regarding this issue. This team is really important to the kids. It checks off all the needs for a kid in todays world: positive and encouraging coaching team, great social network for all kids even with disabilities, exercise, and ability for any child to be responsible and a team leader.

Regards,
Sharyn Nault

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Cole Gove (Cole@SeacoastGrowers.org) on Friday, April 20, 2018 at 20:41:04

address: P.O. BOX 4401 PORTSMOUTH, NH 03802

comments: Please modify the Seacoast Growers Association Portsmouth Farmers' Market contract to include Squamscott Vineyard & Winery, LLC at the Portsmouth Farmers Market during the 2018 season. Squamscott Vineyard & Winery, LLC would also like to provide samples of their wine to customers at the Market. We will not have hard cider products by Nottingham Orchards this season.

Respectfully,

Cole Gove
Market Manager

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Frank Breen (fhbreen@gmail.com) on Thursday, April 26, 2018 at 04:55:40

address: Bow St

comments: Hi,

While the initial plans look interesting, I'm troubled by the height of the building that will mirror that of the McIntyre structure. What ever happened to our height restrictions? Our skyline is growing ever taller with every new project. The heart of the Historic District is not the place to erect yet another building dwarfs the downtown. Duplicating the McIntyre, long thought to be out of place, is not the answer.

Regards,
Frank breen

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by David Hudlin (dhudlin@hotmail.com) on Saturday, April 28, 2018 at 20:43:04

address: 260 Miller ave

comments: Dear Council,

It's very distressing as a property owner and taxpayer to read the proposed FY'19 budget and the projected impact on residential property taxes. A 5.73% tax increase for residents on the heels of a revaluation that resulted in the average resident experiencing a 11-12% tax increase is outrageous and unconscionable. A supplemental budget request? After residents just got slammed due to the revaluation!! Do you people have any concerns for taxpayers? Four years ago as a result of the previous revaluation, my taxes went up 11%. This year they increased 12%. If this goes through, that means my taxes have gone up 28% in 5 years!!! This NOT A SUSTAINABLE SITUATION. What happens to residents if another out of cycle revaluation is authorized? Will we see another shift to residential as we did during the last revaluation? This is crushing taxpayers. You need to HOLD THE LINE on spending and any supplemental requests.

Each year the city budget increases 2.5-3.5%. The compounding effect of that takes a huge toll on taxpayers. I received a 2.4% pay raise, yet every year I have to watch the city budget increase at a greater rate than inflation.

There was public outrage as a result of the shift in the tax burden during the revaluation. I can only imagine the level of anger resulting from this proposed budget. If you care about middle class taxpayers, you will represent us and do everything within your power to protect us from this growing, crushing tax burden.

Thank you

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Alfred (Fred) Dolman (fdolman@yahoo.com) on Sunday, April 29, 2018 at 16:01:32

address: 136 Hill St, Unit 2

comments: Once again, our budget and our taxes rise more than inflation. That seems to be the norm under our City Manager. He keeps talking about the great City services that we have and how other towns are jealous of these services. I, for one, would like to see a list of these great services because it has come to the point where we need to seriously look at them and drop a few. We just plain cannot afford these constant tax increases and that means that we can no longer afford all of these great services. In the last 10 years alone the tax on my little 700 sq ft condo has gone from \$800 a year to \$4000, with this increase. On a personal level, these constant increases are just not sustainable, and I am sure that I am not alone as most City residents have tax bills much higher than mine. I am retired and on a fixed income. I would like to have a little money left at the end of the month to eat.

As for the supplemental budget proposal, I am actually for that. It covers additional police and fire personnel and I think that we need them. As the City continues to be hell bent on turning our downtown into Portsmouth Massachusetts, with more and more bigger and bigger buildings, we expect our police and fire departments to operate at staff levels that go back years. This part of the budget does need to pass, in my opinion, for the safety of all of us.

I urge the Council to take a serious look at every single line in this budget. Do not just rubber stamp it as has been the norm in the past. The time has come for some serious fiscal responsibility. You are killing us all.

Thank you
Fred Dolman

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Lucinda Clarke (winterworks@hotmail.com) on Monday, April 30, 2018 at 19:38:32

address: 22 Winter St

comments: Hello, I just wish to voice a concern about the proliferation of stockade fences right along the sidewalks of Middle St. The most beautiful road in town is becoming a walled off, unfriendly and unwelcoming sight. I wonder if there are town ordinances governing fences? The picket fences are attractive and inviting. The stockade fences are the opposite and are being put up more frequently. What can be done? Thank you all.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Anne Miller (amiller.email@gmail.com) on Tuesday, May 1, 2018 at 15:51:31

address: p.o. box 72

comments: We lately came before you to appeal for the allocation of funds to improve the water main along Wentworth Road in New Castle. We recognize that our appeal came at the eleventh hour of the CIP approval process; we plan to be more timely with our advocacy next year with the expectation that we can clarify any confusion well ahead of the 2020 CIP vote.

However, the residents of New Castle have an important decision to make on May 8 in which the City of Portsmouth is a factor, but the facts are unclear. The town proposes to spend \$5,050,000 to upgrade the water main within the Town of New Castle's system. The Select Board believes, and has represented to the town, that Portsmouth won't upgrade Wentworth Road until New Castle demonstrates a commitment to funding an upgrade to the town's system.

As a Portsmouth water customer, I am incredulous. Adequate service to its Wentworth Road customers is Portsmouth's obligation and is in no way tied to what the New Castle Water System does or doesn't do to improve service to its customers. Further, I can't imagine that Portsmouth would expect that we Portsmouth water customers should have to participate in a New Castle system upgrade (as is being proposed by town warrant) in order to "unlock" the capital improvement dollars that Portsmouth has set aside to upgrade Wentworth Road.

Only a small fraction of the infrastructure spending will or might benefit those of us within the Portsmouth Water district of New Castle. It is the promise that Portsmouth will upgrade the Wentworth Road line that will motivate our participation in this costly project.

In light of the stakes, we urge you to provide us with clarification on this point.

Sincerely,

Anne Miller
410 Wentworth Road, New Castle, NH

includeInRecords: on
Engage: Submit

New Content Begins:

Below is the result of your feedback form. It was submitted by Beth S. Margeson (bmargeson@myfairpoint.net) on Sunday, May 6, 2018 at 16:22:11

address: 24 Marcy Street

comments: I see that the Licensing Agreements for Prescott Park are ready for consideration by the City Council on Monday night. I also see, though, that the McIntyre Building is up for review as well and that the city council's time and attention will rightfully be focused on that hugely important and, very time sensitive, matter. So, I will limit my comments.

I want to acknowledge the hard work and considerable resources the city, in terms of its employees, its elected officials and volunteer committee members, has expended to find a solution to the issues surrounding the park. The licensing agreements represent A LOT of hard work and time spent by many people. The city is to be commended for getting these to the council in such a timely manner.

I am just now looking at the licensing agreements and have not had an opportunity to do a deep dive on them. Also, I see that the city has been able to split out Prescott Park as a Special Revenue Fund and I have looked at that as well.

My initial take is that the Licensing Fees are low given the in-kind benefits conferred on the licensees by the Prescott Trust and general fund, ie., water and sewer costing about \$20,000 a year. Almost assuredly, the water is spent on the park itself, the sewer is bathroom use by the PPAF in the pavilion. Another example is the use of park buildings.

I see that the operations of the park require a \$60,000 transfer from the general fund. While this is, in reality, not much in a \$100+ million budget, now that we know what the costs of operating the park are, these costs should eventually be covered by the licensees, allocated accordingly among the three, and no general fund support should be required.

Also, revenues to the trust need to be maximized so that the income from it can be used to start paying debt service on the bonds that will need to be issued to undertake the capital improvements under the Master Plan

Lastly, I see that the licensees have the option of having the fees adjusted based on exigent circumstances that may affect its ability to pay its fees. With all due respect, property tax owners do not have this "out" clause. We have to pay our full property taxes regardless of job loss or changes in income, the licensees should be treated no differently. This is all the more true given that the general fund will have to make up any shortfall.

Thank you for your time.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Molly Bolster (director@gundalow.org) on Sunday, May 6, 2018 at 11:14:29

address: 60 Marcy Street, Portsmouth

comments: 5 May, 2018

Dear Mayor Blalock, City Councilors, and City Manager Bohenko, The Gundalow Company Board and Staff would like to start by saying THANK YOU to the City of Portsmouth for letting us use the historic Sheafe

Warehouse in Prescott Park for our exhibition CHANGING NATURE: 400 Years in the Piscataqua Region. Once we open it next weekend, we believe this exhibition will be of great interest to city residents. We are grateful for the opportunity to use Sheafe Warehouse in a way that honors its historic significance as the oldest remaining evidence of Portsmouth's working waterfront, one of the oldest buildings in NH, and possibly the only remaining maritime warehouse of its type in New England. Sheafe Warehouse is an artifact to be treasured.

We are also writing regarding the License Agreement between Gundalow Company and the City that is coming before the City Council on Monday, May 7.

We are not writing to complain about the new fee of \$10,000 being proposed in our 2018 License Agreement and we really appreciate the concept of a gradual five-year increase that will give us the necessary time to adjust to the new fee.

Instead, we want to express our concern that the Gundalow Company is being asked to pay proportionally more than at least one of the other two licensees for all five years of the contracts.

The Gundalow Company is a very small nonprofit organization. Our footprint in the park is around 1500 square feet, and our operations in the Park do not create any extra work for Park staff, nor have we cost anything to the City by using the dock to run our educational programs. The majority of the space we use is the dock, which we paid for, and our operations do not prevent the public from using any portion of the park.

Until a few days ago, we were under the impression that all three Licensees under discussion were being asked to contribute 5% of our income to the Park in order to cover the \$60,000 shortfall between the Park expenses and the Trust Fund dividends.

5% of our income based on 2017 was \$10,000. Although a fee of \$10,000 is a 100% increase from our current fee, Gundalow Company considered the new fee as equitable as long as the other licensees are treated the same way.

We view the higher fee as the "cost of doing business." Plus, we love being in the park.

The Gundalow Company believes that paying \$10,000 is also reasonable if you use the following criteria:

- According to the City's public docking rate @ \$110 per foot, our fee to have a 64' vessel at the dock would be \$7040.
- The City has set the monthly fee for the NHAA to use Sheafe at \$750. Gundalow Company therefore would expect to pay \$3,000 to use the building for four months.
- Those combined equal \$10,040 and there is transparency to explain where the numbers come from.

We now understand that PPAF has negotiated with the City to get a new fee that is considerably lower than 5% and we want to express our frustration about not being treated the same and equally.

One of the recommendations from the Prescott Park Advisory Committee Report (that is being used as a guideline for setting new fees in 2018 for the three Licensees) is that because "the footprint and impact of Licensee operations differ significantly among Licensees, these differences should be taken into consideration in determining individual License payment fees. This approach recognizes the distinction between treating different Licensees the same and treating them equally. There should be a relationship between the size of the footprints/impacts and the extent of impacts and fees to the City." (see Page 11, #8.) While we understand that square footage is not the primary criteria for calculating the fees, it is worth noting that Gundalow Company is being asked to pay \$6.40 per square foot; PPAF is being asked to pay \$1.20 per square foot, and the NHAA is being asked to pay \$0.95 per square foot.

The Gundalow Company is being asked to pay 50% more in 2018 than in 2017. While this will be a challenge for Gundalow Company since we are already mid-way through our budget year, it could be considered fair if we are all treated equally.

We are urging the City Councilors to consider the fact that Gundalow Company is paying more than an equitable share considering we do not cause any extra work or expenses to Park staff. We were encouraged when the Prescott Park Advisory Committee recommended an equitable treatment of all users of Prescott Park and would encourage the City Council to meet that objective.

Thank you for your consideration.

Respectfully,

Molly Bolster, Executive Director and Gundalow Company Board, Staff, and Crew

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by David Hudlin (dhudlin@hotmail.com) on Thursday, May 3, 2018 at 21:35:05

address: 260 Miller ave

comments: Dear Council,

I'm following up regarding last night's meeting/public comments. I'd like to re-iterate what was clearly communicated by taxpayers. Most of you ran on a platform of protecting taxpayers and advocating for those of us that elected you. Many of you made promises to address spending and look at ways to REDUCE spending and provide relief to residential taxpayers. You have an immediate opportunity to do just that with this proposed budget. Taxpayers are watching and we expect you to put your money where your mouth is. This is an important moment and an opportunity to send a message that it won't be "business as usual".

It's very concerning when the approach to budgeting in this city is to "target" a 3.5% increase, and then pat oneself on the back when proclaiming that we are proposing a 3.25% increase, as if that's supposed to appease taxpayers. The City needs to take an approach that it will do everything it can to REDUCE spending and hold tax increases to zero, or ideally a reduction. You need to push back and make suggestions to reduce line item budgets. Not simply take FY18 forecasted spending and be content to apply a "inflationary adjustment".

We're all making decisions in our family budgets that can be painful and require cutbacks, the City should be no exception. Replacing rolling stock? I drive a 2004 Odyssey because it's cost effective and runs fine - the City should have the same approach. We seem to have a misconception that all homeowners in the city are high income individuals simply because property values are high compared to other towns.....the fact is is that many homeowners like myself are middleclass and double digit tax increases are crushing us and putting strains on our family budgets. These are the people that were at the meeting and you need to protect them. Property equity and income are mutually exclusive. Your ability to pay is based on your income, not your equity. PLEASE remember this.

We just got slammed with double digit tax increases as a result of a revaluation which, in turn, provided the Commercial tax base with a 3% REDUCTION. And now we are being asked to contribute with an additional increase the following year.....Can you imagine if you were running a business and passed on a 12% price increase, and then notified those same customers of another 5.7% increase!!! They would seek out another service provider immediately. Please don't allow the city to act like a Utility and stick people with increases knowing they have no alternative. You have the power/authority to reject the budget and reign in spending. PLEASE DO YOUR JOB - WE'RE WATCHING.

Thank you

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Anne and Bob Miller (amiller.email@gmail.com) on Friday, May 4, 2018 at 08:17:46

address: pob 72, 410 Wentworth Rd

comments: Portsmouth City Councilors,

We lately came before you to appeal for the allocation of funds to improve the water main along Wentworth Road in New Castle. We recognize that our appeal came at the eleventh hour of the CIP approval process; we

plan to be more timely with our advocacy next year with the expectation that we can clarify any confusion well ahead of the 2020 CIP vote.

However, the residents of New Castle have an important decision to make on May 8 in which the City of Portsmouth is a factor, but the facts are unclear. The town proposes to spend \$5,050,000 to upgrade the water main within the Town of New Castle's system. The Select Board believes, and has represented to the town, that Portsmouth won't upgrade Wentworth Road until New Castle demonstrates a commitment to funding an upgrade to the town's system.

As a Portsmouth water customer, I am incredulous. Adequate service to its Wentworth Road customers is Portsmouth's obligation and is in no way tied to what the New Castle Water System does or doesn't do to improve service to its customers. Further, I can't imagine that Portsmouth would expect that we Portsmouth water customers should have to participate in a New Castle system upgrade (as is being proposed by town warrant) in order to "unlock" the capital improvement dollars that Portsmouth has set aside to upgrade Wentworth Road.

Only a small fraction of the infrastructure spending will or might benefit those of us within the Portsmouth Water district of New Castle. It is the promise that Portsmouth will upgrade the Wentworth Road line that will motivate our participation in this costly project.

In light of the stakes, we urge you to provide us with clarification on this point.

Sincerely,

Anne Miller
410 Wentworth Road, New Castle, NH

Apologies if this is a duplicate submission. I didn't resubmitted because I didn't receive confirmation.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Kathleen Logan (kathleenblogan@gmail.com) on Monday, May 7, 2018 at 11:48:28

address: 21 Blossom Street

comments: I agree completely with the Portsmouth Herald editorial about the plans for the McIntyre site. I am disgusted with the charade perpetrated on the residents on Portsmouth. Many of us attended the meetings about the site and gave our opinions to moderators, and NOTHING we presented as important is in the plan. THIS TREATMENT OF RESIDENTS NEEDS TO STOP! The brakes need to be put on for this project. This is NOT what residents want.

The past 10 years of development in Portsmouth have, for the most part, been awful, and with all this development, things are getting worse for residents. The fact that the Herald suggests the city council endorses this plan is unbelievable to me. Weren't you at any of the McIntyre meetings?

As far as I am concerned, the best plan for that location would be to use the current McIntyre for anything you want, build the biggest underground parking garage possible, and put a park on top--NOT 4 BUILDINGS AND HARDSCAPE!!!! If this is allowed to happen the next things will be calls for another garage somewhere else.

Do your job and represent the people of Portsmouth and not just developers.

includeInRecords: on
Engage: Submit

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: May 3, 2018
To: Honorable Mayor Jack Blalock and City Council Members
From: John P. Bohenko, City Manager
Re: City Manager's Comments on May 7, 2018 City Council Agenda

6:15 p.m. – Public Dialogue Session

McIntyre Project Public Hearing:

1. **Public Hearing on Authorizing the City, in Partnership with Redgate/Kane, to Bring the McIntyre Project Conceptual Design to the Historic District Commission for Advisory Review.** On May 2nd, the McIntyre Public Input Blue Ribbon Steering Committee concluded its charge and recommended the project move forward in the application process. At the final Stage 3 meeting, the Redgate/Kane team, in partnership with the City, presented a development concept that sought to fulfill the McIntyre Framework developed using public input and adopted by the Council. **Views of the design are attached**, and comprise approximately 173,500 s.f. of building. The concept is mixed use: office is proposed for 25% of the space, retail is approx. 22%, and 88 units of residential occupies the remaining space. There is an indoor public room of 7,500 s.f., and 109 underground parking spaces. Deputy City Manager Nancy Colbert Puff will give a brief overview of the proposed project prior to the public hearing. In addition, Councilor Dwyer will present a report back from the Steering Committee under her name.

In addition, I have **attached three documents** for your review that a) establish Negotiating Principles (a non-binding understanding) for future legal documents to come before the Council and b) a license from the General Services Administration (GSA) to access the property for due diligence purposes, and c) an assignment agreement between the City

and Redgate/Kane also for due diligence purposes. Each has been discussed between the parties, received legal review, and is ready for execution. Items to note include: while the City is working exclusively with Redgate/Kane, it has reserved the right to speak with other developers after July 30th; all expenses related to the joint application are borne by Redgate/Kane; and any due diligence performed by Redgate/Kane shall be provided to the City.

I recommend the City Council move to:

- a) *Authorize the City, in partnership with Redgate/Kane, to bring the McIntyre Project Conceptual Design to the Historic District Commission for Advisory Review; and*
- b) *Authorize the City Manager to execute McIntyre project Negotiating Principles, a license agreement to access the property with the GSA, and an assignment of license agreement with Redgate/Kane.*

Acceptance of Grants and Donations:

1. **Acceptance of Police Department Grant and Donations.** Attached under Section VIII of the Agenda is a memorandum, dated April 23, 2018, from Kathleen M. Levesque, Executive Assistant, Office of the Police Chief. At the April 23, 2018 Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant and donations:

- a) A Victim of Crime Advocate, or “VOCA” grant, has been awarded to the Portsmouth Police Department from The New Hampshire Department of Justice in the amount of \$72,043.00. This grant will provide hands-on victim Advocate services to support crime victims in our jurisdiction of non-domestic-violence-related crimes.
- b) A donation in the amount of \$800.00 in support of the Portsmouth Police Explorer Post, from the Friends of the South End.
- c) A scholarship donation in the amount of \$200.00 from Mr. Jason Page for a Police Explorer Cadet to attend the Explorer Cadet Academy.
- d) A donation from the Elks Lodge, of police-themed promotional items and equipment for elementary school children, in support of Portsmouth’s Cops with Kids outreach coming up in June. The items are valued at about \$2,500.00.

The Police Commission submits the information to the City Council pursuant to City Policy Memorandum #94-36, for the City Council’s consideration and approval at this evening’s City Council meeting.

I recommend the City Council move to accept and approve the grant and donations to the Portsmouth Police Department, as presented. Action on this matter should take place under Section VIII of the Agenda.

Consent Agenda:

1. **Request for License to Install Projecting Signs.** Attached under Section IX of the Agenda are two requests for projecting sign licenses (see attached memorandums from Juliet Walker, Planning Director):

- Matthew Meade, owner of Beyond, Inc. for property located at 28 Deer Street
- Kim Lively, owner of Meraki for property located at 135 Market Street

I recommend the City Council move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director and, further, authorize the City Manager to execute the License Agreements for these requests. Action on this item should take place under Section IX of the Agenda.

City Manager's Items Which Require Action:

1. **Prescott Park License Agreements.** On Monday evening, I will be presenting three License Agreements to the City Council for its consideration. I have asked Assistant City Manager David Moore to present these agreements. Meanwhile, I propose the City Council plan to vote on these agreements at its next meeting on May 21st.

These agreements were drafted following the completion of the Prescott Park Master Plan (February 2017) and the Final Report and Recommendations of the Prescott Park Policy Advisory Committee (December 2017). The Master Plan recommended entering into new License Agreements with organizations offering public programming in the Park and recommended further deliberations on Park policies and license terms through an Advisory Committee.

Both work products developed during these last two years are available on the City's website (<http://www.cityofportsmouth.com/prescottpark>).

Format of Agreements

Guided by and following-up on this work, the City staff has been working with the Prescott Park Arts Festival, Gundalow Company and the NH Art Association to create new agreements. Each agreement recognizes the public benefit of the programming each organization brings to the Park and the City. In addition, the Agreements are similar in their structure (through the use of a new License Form and "Schedules", which follow as attachments to the License Form). While the basic license form does not vary significantly from organization to organization, the schedules are tailored to each organization in order to address specific operational and programmatic differences between the entities.

For your information, I am providing a list of key issues, which arose during the Committees' policy discussions and how the basic License form addresses these issues across.

Public Benefit – Recognizing and articulating the public benefit of the Licensed Activities was viewed as important in order underline the value of the Park activity to the City.

Licensed Areas – In each Agreement, the licensed area is specifically spelled out in order to respond to concerns that, over time, there was confusion about what areas are licensed and which organizations had access to certain areas of the Park. Details are found in *each Schedule A, Licensed Area*.

Authorized Activities – This section establishes a key understanding that only those activities specifically authorized in the agreement are permitted to take place in the Park. Details are found in each *Schedule B, Authorized Activities*.

Schedule – This section ensures there is a repeatable and clear process by which a season schedule is agreed to from year-to-year. Details are found in *each Schedule C, Schedule*.

Public Benefit & Consideration – the Advisory Committee sought to link any discussion about any “fee” to be paid by organizations to the value provided to the City balanced with the City’s costs in operating the Park. Details are found in *each Schedule D, Public Benefit & Consideration*.

Term (and Extension) – Each License has the same term, which is five years from the date of City Council approval. In addition, each License has the same term and renewal language.

Capital Improvements – This term is structured to reflect the City’s responsibility for carrying out the improvements in the Prescott Park Master Plan. Preliminary design of the improvements envisioned in the Master Plan will inform the scope, order and timing of improvements for each phase; as a result each agreement reflects that this work will be moving forward and impacts to operations associated with the phased construction will be address through construction management plans.

Financial Information – The inclusion of this section is reflective of the Advisory Committee’s recommendations that the City promote transparency and public confidence in financial transactions involving the use of the Park.

Public Safety & Public Health – Each agreement places an emphasis on the Licensees’ responsibility to plan for the public safety and health of those attending its programming. While this topic is addressed in the License Form, additional detail pertaining to each Licensee’s program is covered in Schedule B, Authorized Activities.

Maintenance and Utilities – At this time, of the three Licensees, only the Prescott Park Arts Festival (PPAF) makes payment for any utilities in the Park. The agreements before the Council maintains the current practice with regard to utilities. The utilities paid for by

the PPAF are those negotiated under a separate Agreement from 2012 at the time of the construction of the new Pavilion. PPAF and the City negotiated that PPAF would operate the bathrooms from May 1st to October 1st. In total, PPAF funds \$13,100 in electricity costs related to the Pavilion facility annually and another \$17,000 in restroom and kitchen cleaning costs as well as materials for the bathroom (total of \$30,000). The Concession Stand is not a “Licensed Area” in the current PPAF Agreement before the Council as it is covered under a separate 2012 agreement. No changes are proposed in this arrangement under the new agreement.

Parking – In 2017, the City began a seasonal parking by permit program at the Water Street lot for organizations operating in the Park. In order to assist organizations working the Park as well as limit the number of unfamiliar drivers in the lot during peak usage (May to October).

Signage – The agreements limit all signage in the park and require that all signage be specifically approved as set forth in ***Schedule E of each Agreement***. For this section, inventories were submitted by each organization and recorded in Schedule E.

Merchandizing – This issue was addressed by the Advisory Committee as an important issue to keep a “check” on commercialization of the Park. As a result, in the agreements, specific areas for selling and what can be sold are listed.

Sound/Amplification – One of the impacts of park programming is sound within and that travels outside of the Park. In order to manage sound impacts amplification is not-prohibited unless expressly authorized in the Schedule B, Authorized Activities. This will permit controls over the sound that is amplified and type and design of amplifications systems used in the Park in order to manage, for example, off-site impacts.

Review of Performance – All agreements require the participation of Board and staff representatives from each organization to meet in a public meeting (up to three per year) as convened by the City Manager to discuss issue and concerns in the Park.

Infractions – The Advisory Committee recommended tools in the agreement to incentivize performance. In each agreement, a list of infractions for which a financial penalty would be assessed is listed.

- a) *Prescott Park Arts Festival: I recommend the City Council move to vote on the Prescott Park Arts Festival License Agreement at the May 21, 2018 City Council meeting.*
- b) *NH Art Association: I recommend the City Council move to vote on the NH Art Festival License Agreement at the May 21, 2018 City Council meeting.*
- c) *Gundalow Company: I recommend the City Council move to vote on the Gundalow Company License Agreement at the May 21, 2018 City Council meeting.*

2. **2075 Lafayette Road Water Service Access and Multiuse Path Easements.** On December 21, 2017, the Planning Board approved an application from Eric Katz of Stonegate NH Construction, LLC, requesting Site Plan Approval for the property located at 2075 Lafayette Road (the former St. James Church). The application proposed to construct two 3-story, 24-unit residential buildings.

As approved, the Site Plan includes a water service access easement to provide municipal access to the City for the purpose of accessing water infrastructure for routine service. The Site Plan approval also included an easement for installing and maintaining a public bicycle and pedestrian path along the property's frontage.

All of the foregoing has been approved by the Planning Board and is recommended by the Planning and Legal Departments.

If the City Council is in agreement with the recommendation, an appropriate motion would be:

Move that the City Manager be authorized to negotiate, execute, deliver and record the deeds regarding 2075 Lafayette Road, as presented.

3. **355 Banfield Road Pedestrian & Bicycle Easement.** On March 20, 2017, the Planning Board approved an application from Hope for Tomorrow Foundation, requesting Site Plan Approval for the property located at 355 Banfield Road. The application proposed to construct a 200-student private elementary school.

As approved, the Site Plan included an easement for a public pedestrian and bicycle path connecting from Banfield Road to the land acquired by the City from the Foundation for Seacoast Health.

All of the foregoing has been approved by the Planning Board and is recommended by the Planning and Legal Departments.

If the City Council is in agreement with the recommendation, an appropriate motion would be:

Move that the City Manager be authorized to negotiate, execute, deliver and record the easement plan and deed regarding 315 Banfield Road, as presented.

4. **Dock License Re: 113 Mechanic Street.** Mr. & Mrs. Charles Lassen reside on Round Island located between Peirce Island and mainland Portsmouth. Round Island is the only inhabited island in the City not accessible by motor vehicle. Since March 2015 the Lassens have been in discussions with the City in an effort to secure reliable access to land to support their residence on Round Island. Their approach to the City in this regard has taken several forms, including possible incorporation of a boat slip into the City's redevelopment plans for the LaCava property on Mechanic Street. In 2017 one prior concept was approved by the City Council, but the concept was subsequently changed by the Lassens. The most

recent request of the Lassens is before the City Council tonight in the form of a proposed License Agreement.

If authorized by the City Council the Lassens would be permitted by the License to construct a boat dock (ramp and float) attached to the City land on which the Mechanic Street pump station is located. The ramp, float, and supporting structures would be located on the easterly sea wall of the City property as described in more detail at item 2 of the proposed license agreement. A summary of the salient features of the proposed License Agreement follows:

1. The License Agreement would allow the Lassens to construct and use a docking facility attached to the City property for a single watercraft to be used for ingress and egress to Round Island.
2. The License Agreement would also allow for the Lassens to use the City property for ingress and egress to the dock by foot and motor vehicle; to maintain a mailbox on the property and to maintain a trash receptacle on the property for personal refuse generated in conjunction by the use and occupancy of Round Island.
3. The dock would be built to specifications and in a final location developed during the permitting process with final approval of the dock location and details by the City Manager.
4. The Lassens would be granted authority to have a loading zone for one motor vehicle on the City property on a twenty-four (24) hour per day, seven (7) day a week basis for the purpose of active loading and unloading the vessel serving Round Island.
5. In compensation for the License the Lassens would pay annually in advance to the City the sum of \$5,000 adjusted over time by the CPI.
6. The term of the License would be twenty (20) years commencing upon the completion of the dock by the Lassens.
7. The License would be available to the Lassens and future owners of Round Island, but may not be assigned or transferred to any person or entity other than the owner of Round Island.
8. Pursuant to NHRSA 72:23 I (b) (1) the License fee paid by the Lassens would be deemed to cover any property taxes otherwise made due by State law as a result of their use of the City property.

I recommend that the City Council move to approve the License Agreement, and further, authorize the City Manager to execute the proposed Dock License Agreement with the Charles L. Lassen Revocable Living Trust as presented and to negotiate, execute and deliver any documents necessary to implement the License Agreement.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the updated Events Listing showing events from this date forward through 2018](#). In addition, this can be found on the City's website.
2. **Presentation Results of Bid for Route 33 Turf Field (Stump Dump).** On Monday evening, Public Works Director Peter Rice, Recreation Director Rus Wilson and Assistant City Manager David Moore will present information to the City Council relative to the bids as well as the development of the Route 33 field in the context of other opportunities to increase the inventory of recreation fields in the City.
3. **Report Back Re: Solar, Wood Heating and Wind Powered Exemptions.** As requested by Councilor Denton, [attached is a report back](#) from City Assessor Rosann Lentz regarding solar, wood heating and wind powered exemptions.
4. **Response to Councilor Roberts' Inquiry Re: Footnote #22, referencing the Coakley Disclosure, in the Comprehensive Annual Financial Report.** [Attached is a response from Finance Director Judie Belanger](#) to Councilor Doug Roberts regarding his inquiry for an explanation about footnote #22, referencing the Coakley disclosure) in the June 30, 2017 Comprehensive Annual Financial Report (CAFR).
5. **Report Back Re: Parking Services Resource Center at the Foundry Garage.** As requested by Councilor Dwyer, [attached is a report back from Parking Director Benjamin Fletcher](#) and Public Works Director Peter Rice, regarding a Parking Services Resource Center at the Foundry Garage.
6. **Household Hazardous Waste Day.** This year will mark the 22nd year in which Portsmouth has conducted a household hazardous waste collection event. Our spring event will take place from 8 am to noon on May 12, 2018 and a fall event will be scheduled in October 2018. Nearby communities of Greenland and Newington will also participate in our spring collection event at no cost to the City. The collection location is at the Public Work's Vehicle Maintenance Facility on 680 Peverly Hill Road.

According to the NH Department of Environmental Services the average household throws 15.5 lbs. of hazardous material into the trash each year. Household hazardous materials are disposed of in other ways too. Certain products, such as used oil, are frequently poured down storm drains and many products end up going down the sink drain to septic systems or sewers. The City sees the household hazardous waste collection events as an outreach/education opportunity to help protect our environment.

The City has contracted with Clean Ventures LLC to collect the hazardous waste material. Clean Ventures will be responsible for supplying appropriate hazardous waste containers, collecting the waste from participating community residents, supplying qualified personnel, personal protective equipment, setting up and sorting hazardous materials

within an area that is adequately controlled with spill contaminant provisions, and to provide documented transportation and disposal of hazardous waste.

7. **Reminder Re: Upcoming FY19 Budget Work Sessions.** For your information, below is a list of upcoming FY19 Budget Work Session:

- a. Wednesday, May 9th at 6:30 p.m. (Public Safety – Police & Fire Budget/Listening Session)
- b. Thursday, May 10th at 6:30 p.m. (School Department Budget/Listening Session)
- c. Monday, May 14th at 6:30 p.m. (General Government Department Budget/Listening Session)
- d. Wednesday, May 16th at 6:30 p.m. (Water & Sewer Department Budget/Listening Session)
- e. Wednesday, May 23rd at 6:30 p.m. (Budget Review)
- f. Wednesday, May 30th at 6:30 p.m. (Budget Review Follow-up)
(If necessary)

8. **Portsmouth's Free Parking Shuttle Season Begins Memorial Day Weekend.** The 2018 season of [Portsmouth's parking shuttle](#) will begin on Friday, May 25th and continue through Labor Day Weekend. This shuttle allows for easy parking at the Connect Community Church's parking lot off Market Street, and quick transportation to the downtown at the Hanover Street bus stop – all free of charge. The shuttle returns to the Hanover stop every ten minutes to bring people back to their vehicles.

This year, the shuttle will be running during the following times:

- Friday, 4 p.m. to 1 a.m.
- Saturday, 12 p.m. to 1 a.m.
- Sunday, 1 p.m. to 11 p.m.

This shuttle service is beginning one week earlier than past seasons to better accommodate residents and visitors during Memorial Day Weekend, which also coincides with the commissioning of the USS Manchester (May 26th at the New Hampshire State Pier off Market Street). For more information on the parking shuttle and special events it serves, please visit <https://www.cityofportsmouth.com/publicworks/parkportsmouth/shuttle-bus>.

9. **Public Comment Period for Community Development Block Grant Program.** For your information, [attached is a memorandum](#) from Assistant City Manager David Moore regarding a public comment period for the Community Development Block Grant Program (CDBG).

10. **Update on Chestnut Street Pedestrian Connector.** As you will recall, the Chestnut Street Pedestrian Connector linking Porter Street to State Street has been identified as a critical pedestrian linkage between the African Burying Ground and Memorial Park, The Music Hall and beyond along with Vaughan Mall spine.

The pedestrian connector will be a significant enhancement to the area in keeping with the City's Bike and Pedestrian Plan and further enhance the "placemaking" benefits of The Music Hall project as well as result in a more fitting entry way to the African Burying Ground from the direction of Congress Street. This will be done through the introduction of an attractive paved walkway (matching pavers used in front of the Music Hall) as well as the introduction of trees and landscaping along the project and three street lights, which will enhance both the aesthetics and safety of the area. In addition, current overhead utilities along the Connector from Porter Street to State Street will be put underground. A site plan of the improvements is [attached](#).

By way of this update, the City is pursuing construction of Connector improvements as part of The Music Hall Streetscape Improvement project, now underway. Funding for the Connector project has been included in years' past Capital budgets and construction is set to begin very shortly as an extension of the work underway.

While the area to be improved is City-owned property, there has been a longstanding use of the space for parking by the Rockingham House Condominium. As a result, the City has worked closely over the last few years to reconfigure the Condominium parking so the pedestrian connector can be built. The goal of relocating all of the affected parking spaces on the Condominium land is not able to be achieved in the space available. As a result, one space "space 31" continues to be shown on the plans located on City property. At this time, City staff is working with the Association on a potential license agreement, which would grant the Association the ability to use the space and pass and repass over City property.

**PRESCOTT PARK LICENSE AGREEMENT
FOR
Prescott Park Arts Festival, Inc.**

PARTIES. This license agreement (“**Agreement**”) is by and between the City of Portsmouth, a municipal corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the “**City**”), and

Licensee, Prescott Park Arts Festival, Inc., a non-profit corporation, organized and existing under the laws of the State of New Hampshire with a mailing address of P.O. Box 4370 Portsmouth, NH 03802.

This Agreement is dated (date of acceptance by City Council):_____.

RECITALS. This License sets forth the rights, obligations and conditions of Licensee’s use of property and buildings on City property known as Prescott Park and bounded by State Street, Marcy Street and Mechanic Street (the “**Park**”)

- The City owns Prescott Park and is responsible for preserving its historic resources and operating Prescott Park consistent with its fiduciary and charitable obligations.
- The 2017 Prescott Park Master Plan (adopted by the City Council February 6, 2017) is a foundational policy statement guiding the operations and programming authorized in Prescott Park. Further, the recommendations of the Prescott Park Policy Advisory Committee (Final Report December 2017) provide additional guidance in development of park policies and agreements.
- Prescott Park is first and foremost a waterfront open space for the people of Portsmouth. The “Park First” approach of the 2017 Prescott Park Master Plan is a framework for decision-making, which prioritizes the Park space as a City park and place for respite and quiet enjoyment.
- Ensuring a presence for theater, dance, music and visual arts in the Park is a tenet of the Prescott Park Master Plan.
- Prescott Park’s Shaw Warehouse, Marine Railway Building, and Sheafe Warehouse are invaluable historic and cultural resources, whose value in showcasing and interpreting the historic development of Portsmouth is inestimable.

NOW THEREFORE: For the public benefit and consideration set forth, the City grants a non-exclusive license to Licensee to use the licensed area defined in this Agreement for limited authorized activities subject to the following terms and conditions.

GENERAL

1. **PUBLIC BENEFIT.** The City Council has determined that granting this License to the Licensee is in the public benefit. Specifically, the benefit is the provision of arts and arts education programming and family entertainment as well as cultural events in Prescott Park. The public benefit is further described in Paragraph 5 relative to Consideration and Schedule D.
2. **LICENSED AREA.** The City and Licensee agree that it is not the intention of the parties to create a public forum within the Licensed Area, the Park currently has a public forum designated area and there is no intention by this Agreement to expand or alter it. The Licensed Area for the Authorized Activities is as described in Schedule A. The Licensee shall have exclusive programming rights and use of the stage subject to entering into good faith negotiations with the City for some limited-use by the City.
3. **AUTHORIZED ACTIVITIES.** Licensee is permitted to use the Licensed Area for those activities identified in Schedule B and for no other purpose. Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement.
4. **SCHEDULE OF PROGRAMMING.** Schedule C of this agreement outlines the annual submittal timeline for a proposed schedule for each season by the Licensee as well as standards for approval of a schedule by the City Manager. Schedule Parameters listed in Schedule C establish the standards that shall be the basis for approval of the Licensee's schedule. In addition, Licensee recognizes the parameters represent an "up to" amount of programming eligible to be approved annually in the Park and is not an amount of programming to be allowed "by right" annually. Adjustments to these parameters may be made annually by the City Manager based on Licensee's performance under this Agreement.

The schedule, when approved annually in writing by the City Manager, shall become a part of this Agreement as Schedule C, Addendum 1. Licensee shall conduct its operations in accord with Schedule C. Licensee shall not schedule, stage or promote any program, act or performance in which pyrotechnics, explosives or display of open flames are involved or used without prior and separate written approval.

5. **PUBLIC BENEFIT & CONSIDERATION.** In recognition of the value of the Licensee's programming to the City and the role the Park has in enabling the Licensee's programming, Licensee agrees to share in the City's expenses associated with the overall administration, maintenance and operations in accordance with Schedule D. Licensee and the City recognize the consideration outlined in Schedule D reflects a balance of the following factors: the public benefit of Licensee programming to the residents and to the vitality of the City (cultural, social and economic); the value of the Park's assets to Licensee operations (including non-realized occupancy costs for office and storage uses to Licensee); administrative, maintenance and operational costs to the City; and impacts to the Park and the surrounding area in terms of the wear and tear, transportation and parking, and off-site sound exposure.

6. **TERM.** The term of this Agreement shall be five years commencing on the date of this Agreement and ending five years from that date unless terminated earlier due to default or by agreement.
7. **EXTENSION OF TERM.** Licensee may at the conclusion of year 4 of the term request an extension of the license for up to an additional five year term. The City shall negotiate in good faith an extension provided: (1) Licensee is not in violation or default of any material term of this Agreement; (2) Licensee has not received more than six (6) notices of default during the term; (3) Licensee has not received more than six (6) notices of infractions per season; and (4) the City has not been obligated to make any financial contributions to maintain the Licensed Area other than those obligations contemplated by this Agreement.
8. **EARLY TERMINATION.** Licensee may terminate this Agreement without penalty by written notice to the City upon the following conditions: (1) Licensee is not in default of any obligation; and (2) the City is provided notice no later than December 31 of the completed season.
9. **FINANCIAL INFORMATION.** In order to promote transparency and public confidence in financial transactions involving the use of the Park, Licensee shall provide timely financial information, including the following (the timing of the submittals below may be modified by the City Manager for good cause upon request of the Licensee presented in writing prior to the dates shown below):
 - A. Financial Profits and Loss Summary for the season immediately preceding, shall be submitted annually no later than February 15th. The Licensee's fiscal year is a calendar year – January 1 to December 31st.
 - B. Audited financial statements and management letter shall be submitted on an annual basis at a reasonable time following completion and review with the Licensee's Board.
 - C. Other financial information (e.g., policies for cash handling, etc.) and books open for inspection as may be requested by the City.
10. **AS IS CONDITION.** Licensee accepts the Licensed Area “as is” and as fit for the Licensee's intended purposes. City is under no obligation to improve, fit-up or make ready the Licensed Area for Licensee's Authorized Activities.
11. **RESPONSIBILITY FOR COSTS OF OPERATIONS.** Unless otherwise stated in this Agreement, Licensee is responsible for all costs and expenses incurred by Licensee for performing its obligations under this Agreement and carrying out its mission and programming. Those costs may include but are not limited to administration, scheduling, security and crowd management, staging and production, maintenance of equipment, assets, and temporary facilities; permitting and licensing fees; waste and clean up as set forth in paragraph 14; as well as all subcontracted services and other costs of carrying out this Agreement.
12. **PUBLIC ACCESS TO OTHER PROGRAMMING.** Licensee recognizes the City schedules use of the Park for weddings, dock reservations, public forum area events and Four

Tree Island Events. Licensee agrees to cooperate and make reasonable accommodations to facilitate these uses.

PROPERTY REQUIREMENTS

13. **UTILITIES.** Unless separately metered and billed to the Licensee as of March 1, 2018, all utilities (water and sewer, electricity, fire alarm monitoring, and natural gas) associated with the use of the Licensed Area in Schedule A shall be the responsibility of the City. For the purposes of this section neither telephone nor other telecommunications utilities such as fiber-optics, cable, internet service or the like are utilities.
14. **MAINTENANCE.** Licensee shall be responsible at its own cost for maintaining any of its temporary structures, staging or exhibits and for ensuring that any of its equipment is in good and sanitary condition and repair. City shall be responsible for all maintenance of its structures including the licensed areas in the Shaw Building. Licensee shall notify the City as soon as possible in writing if Licensee identifies any areas that are in need of maintenance to preserve and protect the structural integrity and historic value of any building or to protect public health and safety.
15. **WASTE AND CLEAN-UP.** The Licensee shall not allow any waste, rubbish or other objectionable materials to accumulate within the Licensed Area or upon the surrounding Park grounds. The Licensee shall arrange and pay for proper solid waste receptacles, the location of which shall be approved by the City Manager. Licensee shall be expressly responsible for cleaning up debris, emptying trash bins and otherwise returning and restoring any exterior Licensed Area to a park-like condition after each use for an event or activity. To the extent the Licensed Area includes building space, the building shall be kept clean, free of debris and tidy. If the City sponsors or adopts any evaluation or pilot of an alternative waste collection system, Licensee will participate in such evaluation or pilot program.
16. **CAPITAL IMPROVEMENTS.** Licensee understands the 2017 Prescott Park Master Plan is the City's plan for all future renovations, modifications, and reconstruction in the Park. The design, timing of implementation, order of improvements, and the type of modifications, improvements, and related construction efforts above and below ground for the Park will be directed by the City. Licensee recognizes that planning, design, and construction of Master Plan improvements will likely move forward during the License term. In particular, construction will cause disruption to Licensee programming and activities. All construction impacts and disruptions associated with execution of the Master Plan improvements will be carried out in close coordination with the Licensees through the creation of detailed Construction Management Plans for each phase.
17. **MODIFICATIONS.** No modifications of any kind to the Licensed Area, including structures within a Licensed Area, are permitted without prior written agreement of the City.
18. **EQUIPMENT/INSTALLATION OF ADDITIONAL EQUIPMENT.** With the prior written approval of the City, Licensee may install additional machinery, equipment or other

personal property; if attached or affixed to the Licensed Area, such machinery, equipment or other personal property shall become the property of the City unless the City otherwise agrees in writing. With advance written consent of the City, Licensee may remove such machinery, equipment and other personal property from the Licensed Area, provided that any removal of machinery, equipment or other personal property does not adversely affect the structural integrity of any structure. If any damage is occasioned by such removal, Licensee agrees to promptly repair such damage at its own expense.

19. **RIGHT OF ENTRY.** The City shall have the right to enter into and upon the Licensed Area including all buildings at all times to inspect, make repairs or improvements to City-owned structures, to remove items from the Licensed Area that are in violation of the this Agreement, and to protect the health, safety and welfare of users, employees and visitors or for any purpose; including for administering sound monitoring protocol described elsewhere in this agreement.

20. **INSURANCE.** Throughout the License Term, Licensee shall, at its sole cost and expense, maintain insurance against such risks and for such amounts as are customarily insured against by entities engaged in the types of activities in which Licensee will be engaged.

A. Types of insurance shall include:

- i. Commercial General Liability coverage protecting Licensee against loss from liability imposed by law or assumed in any written contract or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Automobile Liability coverage protecting Licensee against loss arising from personal injury, including bodily injury or death, or damage to the property of others, caused by all owned autos with a limit of liability of not less than \$300,000 per occurrence. If Licensee does not own vehicles, the Licensee may so affirmatively represent as such in writing, in which case coverage may be for non-owned and hired autos only.
- iii. Licensee shall maintain such coverage necessary to insure its exhibits, equipment and other personal property placed in any municipal building or on any municipal property. Licensee shall also provide property coverage for any of its temporary structures and betterments.
- iv. Workers' compensation insurance to the extent required by the laws of the State of New Hampshire.
- v. Marine insurance/endorsement of at least \$1,000,000 is required if Licensee's Authorized Activities include use of any docking structure or marine activities.

B. The parties acknowledge and agree that insurance coverages may need to be adjusted over the course of the term of this lease due to changes in the City's Member Agreement, due to inflation or changes in Licensee's Authorized Activities. The parties agree to make good faith efforts to mutually agree upon such updates and adjustments to insurance coverage so

as to maintain commercially reasonable amounts and to apportion equitably such costs and risks.

- C. All insurance required by this Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by entities engaged in the types of activities in which Licensee will be engaged.
- D. The City shall be identified as an additional insured party on a primary and non-contributory basis on all liability policies.
- E. Licensee shall provide proof of insurance coverage satisfactory to the City which may include certificates of insurance or policy documents.
- F. The City shall maintain existing property and liability coverage on the buildings and property of Prescott Park. If the loss or claim arises in whole or in part from the activities of Licensee, the liability insurance of Licensee shall be primary and the City's secondary.

21. **INDEMNIFICATION.** Licensee agrees to defend, hold harmless and indemnify the City and its officers, agents and employees against any and all liability for bodily injury, death, and property damage arising from the existence of this Agreement or any activity conducted hereunder or any person or entity operating under Licensee's authority. This provision shall survive termination or expiration of the Agreement.

RESTRICTIONS

22. **NON-DISCRIMINATION.** Licensee shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation or military status.
23. **NO ALCOHOL, MARIJUANA OR ILLEGAL SUBSTANCES.** No alcohol, marijuana or illegal substances are permitted in the Park. Licensee shall communicate this restriction to all employees, volunteers and contractors and shall take steps to communicate this restriction to all invitees as instructed by the City Manager.
24. **PARKING.** Licensee understands the North Parking and Water Street Parking lots in the Park are public, off-street parking lots and the City may establish rules and terms of use for these parking lots in accordance with City ordinances which may without limitation include: elimination or reduction in parking within the Park at any time (consistent with the Park Master Plan); metering one or both lots; and changing the 2017 pilot permit parking program. Licensee is expressly not authorized to lease, sub-license, award, or otherwise designate or reserve any parking spot in any area of the Park. The parties agree there is no obligation on behalf of the City to provide parking to the Licensee, paid or unpaid, within or outside the Park. Parking for tour buses (up to three spaces) may be reserved by PPAF in the area designated by the City in 2017. No idling of tour buses will be permitted.
25. **COMMERCIAL ACTIVITY IN PARK.** As stated in Paragraph 3 above Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement. There shall further be no selling of merchandise or concessions (authorized through separate agreement), solicitations, monetization of Park grounds, or charging of any fees unless specifically allowed under Authorized Activities.
26. **SIGNAGE.** Licensee shall not display, erect or permit any signage in the Licensed Area or Park which has not been approved by the City and described in Schedule E.
27. **NO AMPLIFICATION.** Licensee shall not employ any sound amplification unless such amplification is allowed under Authorized Activities and Licensee has met all setup, equipment and training conditions prior to commencement of use.

OPERATIONS AND RECOURSE FOR INFRACTIONS

28. **POINT OF CONTACT.** Licensee shall designate in writing a person as a point of contact for City officials. In addition, Licensee shall further identify and publish on its website and other materials a protocol for Licensee to receive and review complaints and concerns from the public. Licensee will track the receipt of such complaints and concerns and Licensee's response and produce such information for inspection upon the City's request.
29. **REVIEW OF PERFORMANCE.** Up to three times per year, Licensee shall make a representative from its Board as well as administrative leadership available to participate in a public meeting to hear public comment and to respond to questions and concerns. The timing, format and schedule of these public meetings shall be at the discretion and direction of the City Manager.
30. **APPROVAL OF TEMPORARY FACILITIES.** The process for City approval of the Licensee's temporary facilities (authorized facilities erected and disassembled on a seasonal basis) is outlined in Schedule B, Authorized Activities. The purpose of this approval is to ensure: (1) compliance with this Agreement as well as with life safety and building codes and the Americans with Disabilities Act; and (2) incorporation of public safety recommendations and risk management practices into the layout.
31. **RECOURSE FOR INFRACTIONS.** An infraction shall mean an event of non-compliance with this Agreement which the City has elected to treat as less than a Default under paragraph 33. Such infractions may include but are not limited to the following:
- placement of unauthorized signage
 - engaging in other business or activities that are not authorized
 - exceedance of sound system limitation
 - failure to maintain clear sidewalks or aisles
 - failure to follow any health and safety directive of an authorized City official

In the event of infraction, the City may at the discretion of the City Manager exercise its right of entry as set forth in paragraph 19 to correct the infraction. In addition, the City may provide written notice to the Licensee of the infraction and assess a penalty of \$250 for each infraction. In the event that the City issues more than three notices of infraction in a thirty day period, subsequent violations for the remainder of the calendar year may be increased at the City's discretion to \$400 per infraction. The City shall also have the right to demand assurances from Licensee and a plan of action for avoiding further infractions. Penalties shall be paid within 30 days of assessment.

32. **RESTORATION AND DAMAGES.** Licensee shall restore, replace and remedy promptly any damage caused to the Park by Licensee's activities. If the damage is not remedied promptly, the City - after written notice to Licensee - may, through its own forces or a contractor, restore, replace and remedy the damage in which case Licensee will be charged for that work.

33. **PUBLIC SAFETY AND PUBLIC HEALTH.** The City Manager, Chief of Police, Fire Chief and Public Works Director may, at their sole discretion, order additional measures beyond those described in this Agreement to protect the health and safety of Park visitors. Such additional measures may include without limitation the assignment of additional personnel or the erection of barriers. If such additional measures are ordered, Licensee shall pay for the cost of such additional measures. Current billing rates (for representation purposes as they are adjusted annually) are as follows:

A. Portsmouth Police officer: \$61.75/hour minimum four hours. Cruiser rate: \$12.50/per detail.

B. Portsmouth Fire Department: Firefighter/Paramedic: \$50.00 /hour – minimum of two hours. No charge for vehicles.

C. Department of Public Works (minimum of four hours):

- Laborer: \$37.95/hour
- Utility Mechanic: \$41.78/hour
- Park Foreman 1: \$61.60/hour
- Vehicles: Pickup Truck: \$15.00/hour; Dump Truck: \$50.00/hour; Backhoe: \$50.00/hour

DEFAULT AND CURE

34. **DEFAULT.** The following shall be an "Event of Default" under this Agreement:
- A. The failure by Licensee to follow any public health or public safety directive;
 - B. The failure to observe or perform any obligation or covenant of the Agreement; if such failure is unrelated to public health or safety, Licensee shall have a fourteen (14) day period to cure the performance following written notice, unless otherwise indicated below;
 - C. More than six infractions by Licensee in a thirty (30) day period;
 - D. Any false or misleading material statement or representation by Licensee related to this Agreement and performance under it;
 - E. The dissolution or liquidation of Licensee; the failure by Licensee generally to pay its debts as they become due; an assignment by Licensee for the benefit of creditors (excepting such security interests entered into during the normal course of business); the commencement by Licensee (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; the commencement of a case in bankruptcy or any proceeding under any other insolvency law against Licensee (as the debtor) or Licensee consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of Licensee for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors;
 - F. Licensee's loss of 501(c)(3) tax exempt status subject to a sixty (60) day period to cure;
 - G. The failure of Licensee to comply with the terms or conditions of any federal, state or local funding sources for monies received subject to a sixty (60) day period to cure.

If by reason of force majeure a party is unable in whole or in part to carry out its obligations under this Agreement, that party shall give written notice of such force majeure event within a reasonable time of its inability to perform. Performance shall be suspended during continuance of the force majeure and for a reasonable time thereafter. The term "force majeure" shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, natural disasters, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault,

35. **REMEDIES ON DEFAULT.** Whenever Licensee shall commit any Event of Default, the City may with written notice take, to the extent permitted by law, any one or more of the following remedial steps:
- A. Assess to the Licensee any cost incurred by the City to correct, cure or remedy the Event of Default;
 - B. Amend or limit the number of Authorized Activities;
 - C. Take possession of and/or secure the Licensed Area;

- D. Declare any and all other payments due under this Agreement immediately due and payable;
- E. Take any action as it shall deem necessary to cure any such Event of Default, such action shall not be deemed to constitute a waiver of such Event of Default; and/or
- F. Terminate this Agreement; and take any other action at law or in equity which it deems necessary or desirable to collect the payments or other obligations then due or thereafter to become due hereunder, to secure possession of the Licensed Area, and to enforce the obligations, agreements or covenants of Licensee under this Agreement.

No action taken by the City pursuant to this paragraph (including repossession of the Licensed Area) shall relieve Licensee from its obligations required by this Agreement. After an Event of Default, Licensee shall have the right upon notice to the City to enter the Licensed Area with agents or representatives of the City to remove any Equipment or personal property owned by Licensee if such Equipment or personal property is not part of the Licensed Area.

- 36. **REMEDIES CUMULATIVE.** No remedy is intended to be exclusive of any other available remedy. Each remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 37. **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any obligation contained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.
- 38. **NON-RECOURSE.** Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Agreement. No Councilor, employee or agent of the City shall have any personal liability whatsoever under this Agreement, nor shall any officer, director, shareholder, general or limited partner, employee or agent of Licensee have any personal liability whatsoever under this Agreement, it being understood and agreed that the City shall look solely to the assets of Licensee for recourse hereunder.
- 39. **TERMINATION OR SURRENDER OF LICENSE.** Upon termination of this Agreement, or mutual cancellation thereof, the Licensee shall immediately surrender the Licensed Area.

45. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Hampshire without regard or reference to its conflict of laws principles.
46. **COMPLETE AGREEMENT.** This Agreement and the Schedules A - E appended hereto constitutes the entire agreement between the parties and may be modified only by a writing agreed to by both parties.
47. **ASSIGNMENT AND SUBLETTING PROHIBITED.** Licensee shall not assign this Agreement or sublet any portion of the Licensed Area.

IN WITNESS WHEREOF, the parties have executed this License on _____,
2018.

WITNESS:

THE CITY OF PORTSMOUTH

John P. Bohenko, City Manager
Pursuant to vote by the City Council on
_____, 2018.

WITNESS:

PRESCOTT PARK ARTS FESTIVAL, INC.

Printed Name of Duly Authorized Agent

Signature of Duly Authorized Agent

SCHEDULE A: LICENSED AREA

A. The areas licensed to the Licensee are listed below and depicted on the map figure in this Schedule. In the event of discrepancy between the two, the words below shall govern.

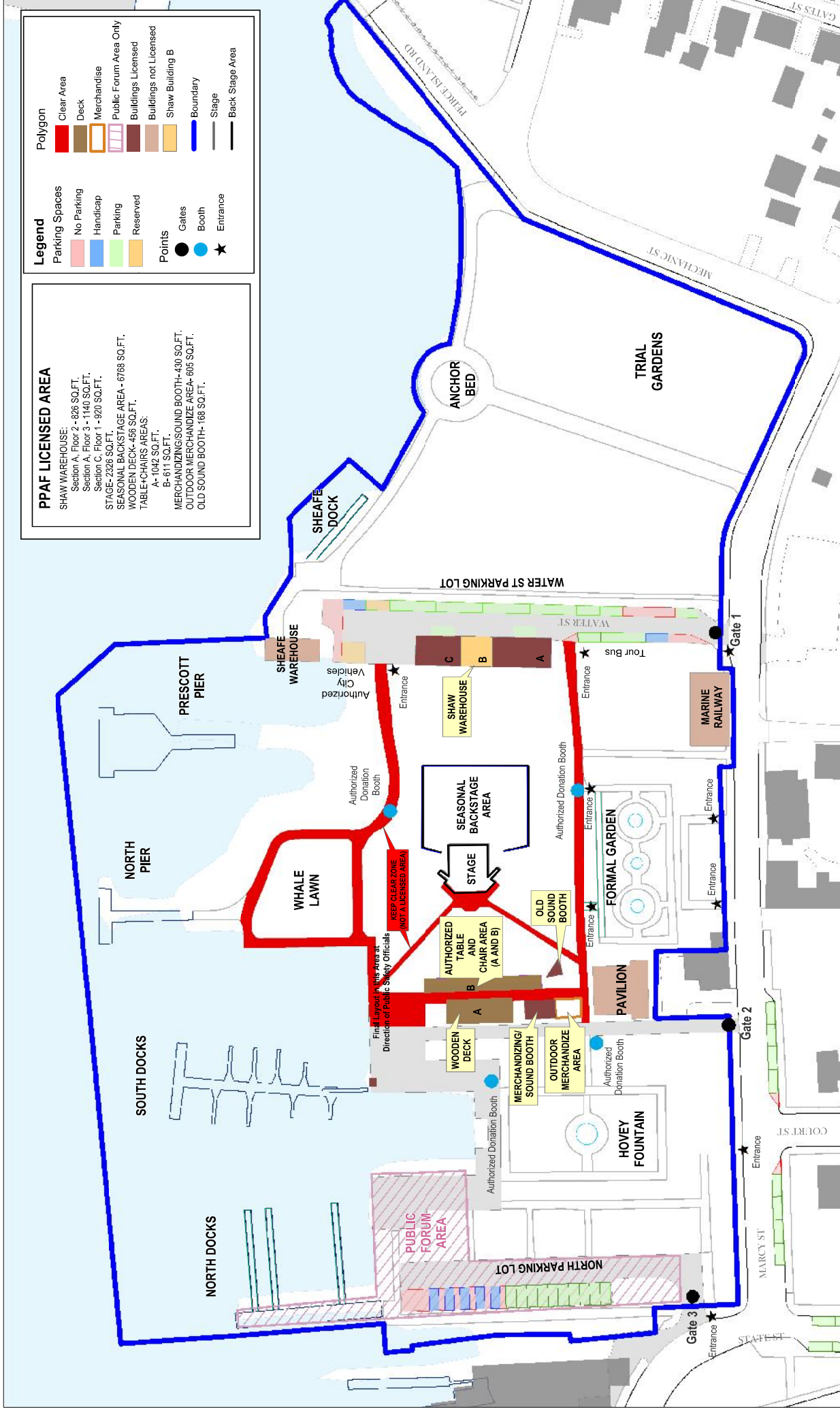
Licensed Area	Authorized Uses As Limited by this Agreement	Square Feet
Shaw Warehouse Building		
Section A, Floor 2	Office Use	826
Section A, Floor 3	Storage	1140
Section C, Floor 1	Storage and Backstage support uses	920
Stage	Staging of performances as authorized under this Agreement	2320
Seasonal Back Stage Area	Operational and Storage area in Support of Stage Programming	6768
Wooden Deck Structure	Tables and Chairs	456
Permitted Table and Chair Area		
Section A.	Tables and Chairs	
Section B.	Tables and Chairs	
Merchandise/Sound Booth Building	Technical Support of Productions/Storage/Sale of Items	430
Outdoor Merchandise area	Display of Authorized For Sale Items	605
“Old” Sound Booth Building	Storage	168
Lighting Poles in Stage area	Hosting Lighting Equipment	4

License Agreement Prescott Park Layout

Map prepared by Portsmouth Department of Public Works

03/26/2018

1 inch = 34 feet



License Agreement Prescott Park Layout
 Map prepared by Portsmouth Department of Public Works
 03/26/2018
 1 inch = 34 feet

SCHEDULE B: AUTHORIZED ACTIVITIES

1. **General Authority.** The Licensee is authorized to carry out the following listed Activities in the Licensed Areas.

A. The staging, promotion, and production of musical concerts, theater performances, dance performances, theatre classes, youth camps, community showcases (stage performances featuring local performers, acts and organizations), up to three food festivals located within the Park, outdoor movies subject to the following:

1. A schedule of programming shall be approved annually in accordance with Schedule C.
2. There shall be a variety of programming with a musical theater production core to the Festival Season; and
3. All programming shall be appropriate for all ages and include a mix of opportunities for local performers as well as local workforce.

B. Maintain office space and store materials and equipment required for the operation of the Licensee's programming.

1. Licensee is authorized to use the following licensed areas for the purposes described and as limited below:
 - a. Utilize the second floor of Section A of the Shaw Building (see map in Schedule A, Licensed Areas) for office use.
 - b. Utilize the third floor of Section A of the Shaw Building for storage of costumes and other non-bulky items.
 - c. Utilize Section C of the Shaw building for storage of materials and equipment directly related to the seasonal operation of the Licensee.
 - d. There shall be no storage of hazardous materials and no smoking in the Licensed buildings.
 - e. Licensee recognizes the restroom facility on the second floor of Shaw is a shared bathroom space for use by the City personnel assigned to the Park when other restrooms are winterized.

C. Solicitation of Donations within the Park subject to the following:

1. Donations must be collected in a manner, by signage or otherwise, which clearly informs donors their contribution is voluntary;
2. Donation booths permitted only where designated on the License Area Map; and
3. Donations within the Park may be sought beginning two hours prior to the scheduled start of an authorized program and end no later than the end of the program.

D. Erection of Temporary Facilities within the park subject to the following:

1. All temporary facilities placed in or erected in the Park on a seasonal basis shall be in substantial conformance with the number, type and layout as deployed during the 2017 season and comply with all life safety and building codes as determined by the City's Chief Building Inspector.
2. Temporary facilities may be placed in the Park no earlier than May 1st.
3. All temporary facilities will be removed from the Park by October 1st.
4. All "back stage" temporary facilities shall be located within an authorized footprint not to exceed 94 feet by 72 feet inclusive of all fencing.
5. Licensee shall be responsible for all costs of the temporary facilities and obtaining all necessary electrical, building and other permits.
6. No installation, construction or erection of temporary facilities shall take place until all appropriate building permits have been issued.

E. Reservation of space (monetization of Park grounds) in exchange for payment in authorized spaces (this means restricting access to the use of a portion of the Park on the basis of payment) and is subject to the following:

1. May only be done during programming authorized under this agreement;
2. Reservation of tables and chairs is limited to the Licensed Area Tables and Chairs A and B; and
3. The number of tables and chairs on the Table and Chairs Areas A and B must not exceed occupancy limits established in the Life Safety Code (15 feet per square foot per person with table and chair).

F. Merchandizing is permitted subject to Additional Conditions set forth in Section 2.

2. Additional Conditions for Authorized Uses. The authorized activities are conditioned upon the following:

A. Public Safety & Crowd Management. Licensee and City agree the responsibility for ensuring the safety of attendees at events first lies with the Licensee. In furtherance of the goal to ensure public safety and crowd management the preparations and the Licensee agrees to the following:

- a. **Event Classification.** For the purposes of planning for site security and crowd management the following an event labeling system will be used, which matches audience size targets addressed in the Schedule Parameters in Schedule C. Events will be described in accordance with the anticipated audience size; Type 1 (up to 1,500 people), Type 2 (between 1,500 and 3,400), and Type 3 (events where attendance swells beyond authorized level of 3,400).
- b. **Public Safety & Crowd Management Planning Meeting.** At the call of the City Manager and prior to the approval of the season schedule, a meeting will be held to plan for site security and crowd management in the Park for the upcoming season, including projection of events by type for the purposes of ensuring adherence to the

terms in this section and planning out staff requirements. This planning shall be inclusive of all necessary traffic safety and parking mitigation strategies required.

- c. **Event Coordinator.** Licensee shall identify an Event Coordinator for each scheduled event. Name and contact information shall be provided to the City Manager’s office, Fire Department, Police Department and Department of Public Works. The coordinator shall be certified in Crowd Management and be directly responsible for supervising crowd managers on site.
- d. **Crowd Managers.** Licensee is required to use crowd managers as set forth in this section. The use of crowd managers is critical to ensuring aisle ways are kept clear at all times and to assist in any emergency. The use of crowd managers avoids the use barricades or other barriers that could become a tripping or other hazard.
 - i. A crowd manager shall have crowd manager training. Training is available at Fire Marshal Support Services, LLC (<https://www.crowdmanagers.com/training>). An equivalent training program may be approved in advance by the Fire Chief.
 - ii. Names of all trained staff persons or volunteers who may serve as crowd managers shall be provided to the City Manager’s office.
 - iii. Crowd managers for each event shall: wear bright/distinctive shirt tops, all the same color; have flash lights for evening events; and perform no other role during the event other than crowd management.
 - iv. Crowd managers shall be present and actively working to enforce clearing aisle ways, the number of crowd managers for each event shall be determined in accordance with the following chart and reviewed in advance as part of the planning meeting discussed above. Coverage for crowd manager shall be a factor of the audience size divided by 250 (per NFPA 1 Fire Code).

Event Identifier	Event Type Requiring Crowd Managers	Audience Size Anticipated	Aisle ways Kept Clear	Estimate #/Year	Crowd Managers
Type 1 (up to 1,500 people)	Movies	300	Yes	10	1
	Plays	900	Yes	36	4
	Regular Concerts (incl. music festivals)	850	Yes	22	6
Type 2 (1,500 > 3,400)	Large concerts	up to 3,500	All events	Up to 3	6-14
Type 3 (3,400>)		>3,500	All events	Zero	14

- e. **Required Details of Public Safety Personnel.** The Licensee agrees to schedule and pay for all costs associated with the following police, fire and public works detail requirements:

Type	Police	Fire	DPW
Type 1 (Concert only) (up to 1,500 people)	1 detail officer	None Required	Discretion of Director
Type 2 Event (1,500 > 3,400)	2 detail officers	Discretion of on-call Chief	Discretion of Director
Type 3 Event (3,400>)	Discretion of Shift Commander	Discretion of on-call Chief	Discretion of Director

- f. **Notice Required for Event Relocation and Cancellation.** If an event is relocated due to weather – the Licensee is obligated to advise the City as well as the on-call Fire Chief and the Police Department.
- g. **Stage Announcement.** At the beginning of each event, Licensee shall make an announcement from the stage which will cover, at a minimum, the following information:
- i. Possession or consumption of alcohol in Prescott Park or any City Park is prohibited;
 - ii. Smoking is not permitted;
 - iii. Aisle ways and paths must be kept clear at all times;
 - iv. Introduce and identify one or more crowd managers and make clear that the directions of crowd managers must be followed; and
 - v. Identify the exits

B. Parking and Traffic Mitigation.

1. Licensee recognizes programming in the Park increases parking and traffic-related issues in the vicinity of the neighborhood. In addition to cooperating on mitigation and planning from a safety perspective as part of Crowd Management and Site Security below, the Licensee will take the following affirmative actions to assist in mitigating impacts related to Licensee programming:
 - a. List available parking assets for patrons on its website and related materials. Due to construction, Pierce Island shall not be listed as a parking resource until such time as notified by the City.
 - b. Promote the use of public transportation buses and shuttles.
 - c. Continue efforts for off-site drop-off of students attending camps with supervised crossing in to Park.

C. Merchandising. The Master Plan governance recommendations recognize the value and purpose of open green spaces and urban parks as places of respite, recreation and enjoyment. According to the Plan “maintaining this special status includes limiting commercialization, which, unchecked, can disrupt the Park atmosphere”. Consistent with this orientation, the following is agreed to when it comes to selling merchandise in the Licensed Area.

- A. **Authorized Points of Sale and Times.** Points of sale for merchandise authorized under this section are the Merchandise/Sound Booth and Outdoor Merchandize Area and no other location.
- B. **Appearance and Configuration.** At all times this area shall be kept in a neat and orderly manner and configured in accordance with public safety and crowd management guidance issued by the City.
- C. **Authorized Items for sale.** No merchandise may be sold to the public which is not expressly authorized. Items expressly authorized for sale include.

- Apparel including T-shirts, hats, flip-flops, and sweatshirts.
- Items to Support Attendees enjoyment of productions including blankets, chairs, sunscreen, sunglasses, bug repellent, water canteens, wrapped candy, chocolate and bottled water.
- Fairy House Tour items including wings, wands, fairy halo, and tiaras.
- Kites
- Season memberships
- Toys and miscellaneous items with a relationship to a production including stuffed toys, tote bags, pins, posters and stickers.
- Light-up items including fiber wand and light saber.
- Park type toys such as Frisbees and play swords.
- Books, Posters and vinyl Records/CDs/Cassettes

D. Blanket and Chair Policy. The Licensee is responsible for administering and enforcing a policy on blanket and chairs as outlined below.

- A. Licensee and the City shall identify and agree upon prior to the commencement of the season an area in front of the stage to be reserved for blankets.
- B. Neither unattended blankets nor lawn chairs shall be placed on the lawn earlier than 3:00 p.m. or four hours prior to a performance. No plastic or other tarps shall be permitted.
- C. The Licensee’s blanket reservations will be limited to six per event; reserve blanket placements shall be subject to the same terms in this section.
- D. Licensee shall discourage the use of rocks from the Park and its shoreline as anchor weights for blankets placed in the audience area. Licensee shall be responsible for the removal of

remaining anchor weights following the conclusion of Licensee-sponsored events consistent with section 14 of this agreement.

- E. This provision will not prevent blankets or lawn chairs from being placed in the lawn area in front of the stage prior to the restricted time of day if they are attended.
- F. The Licensee shall clearly communicate this Blanket and Chair Policy on materials advertising its programming, and on its website as well as signage in the audience area.

E. Off-Site Sound Mitigation and Sound System Design and Setup. Licensee and the City agree that management of impacts of programming in the Park with and outside of the Park is key to success of Park programming. The following action will be carried out by the Licensee prior to and during the authorized schedule of activities for each year during the License term:

A. Sound Monitoring Requirements. Licensee will cooperate with a sound monitoring, recording, and reporting system to be utilized to confirm adherence to agree upon sound level standards established in this section.

1. The Licensee will reimburse the City up to \$2,500 for this expense in 2018, and \$2,500 each season thereafter (an amount equal to one-half of the City's expense). This amount will be due July 1st each year.
2. Licensee agrees to limit sound levels in accordance with standards utilized during the 2017 season; limit of 90 dBA as measured at the Sound Booth.
3. The same monitoring and alert systems will be used (lighting system), which was used in 2017, which is geared to the limit above:

Green – neither condition below is true (target sound level range)

Yellow – 10-second Leq exceeds 90 dBA

Red – 1-second Leq exceeds 95 dBA

Sound engineers are instructed to respond as follows:

Yellow – Gradually reduce overall level until green illuminates.

Red – Immediately reduce overall level by at least 5 dB until green illuminates.

4. Continuous data monitoring and recording of sound levels in the Park, will be kept and a bi-weekly report on the results will be provided to the City, the Licensee and the public. Draft copies of the reports, will first be made available to the Licensee prior to finalization.

SCHEDULE C: SCHEDULE OF PROGRAMMING

1. Timing of Submittal Approval Process. Prior to May 1st each year, the PPAF shall submit a schedule to the City Manager for his consideration and approval. The scheduling parameters below will be the basis for approval of the schedule submittal by the City Manager.

Approval of the schedule from the City Manager shall be issued no later than May 15th of each season. The proposed schedule submittal shall show all events (all types) for the Festival Season. The events shall be shown in calendar form by month with start times for each event/performance. The names of all acts/artists/performers are not required to be submitted at time of submittal, however each date will be identified and labeled "Type 1" or "Type 2" in keeping with the typology in the section on Crowd Management and Public Safety Schedule B.

The parties agree some events are not known, committed or confirmed as of the schedule submittal date above. Changes and additions from the approved schedule shall be permissible so long as the overall schedule conforms with the schedule parameters for the season.

2. Recognition of Overall Purpose of Scheduling Parameters. The Licensee and City recognize the establishment of these scheduling parameters have two goals, listed below. In addition, Licensee recognizes the parameters below represent an "up to" amount of programming eligible to be approved annually in the Park and is not an amount of programming to be allowed "by right" annually. Adjustments to these parameters may be made annually by the City Manager based on Licensee's performance under this agreement.

- A. The City's desire to seek a balance between the park programming and impacts on the condition of the Park itself; on transportation & parking in the vicinity of the Park; off-site sound exposure; and limited times on days and evenings when the Park is available as a place of respite and for quiet enjoyment.
- B. Provide clarity and predictability from year-to-year about the amount, type, and frequency scheduled programming eligible to be approved in advance of creation of the schedule and commitment to artists and performers

3. Establishment of Parameters. The scheduling parameters below will be the basis for approval of the schedule submittal by the City Manager as outlined below.

A. Program Type and Mix:

- a. There shall be a variety of programming to be offered in the Park with a musical theater production core to the Festival Season. In addition, programming in the Park shall be appropriate for all ages and include a mix of opportunities for local performers as well as local workforce.

B. Festival Season Start and End dates:

- a. Season bookends shall be established for the regular festival season.
- b. The start of the season **shall be no sooner than the Friday of the week school year concludes** (using the Portsmouth School Board first adopted school year calendar).
- c. The end of season **shall be no later than the Sunday night of Labor Day weekend**. However, no events which end after 7:00 p.m. on a night before a school day will be permitted.
- d. The establishment of the season bookends above do not preclude separate approval of “Special Events” (ex. Chowder Festival, Road Race), which have traditionally fallen outside of the regular season schedule. All special events outside of the season **bookends shall end by 7:00 p.m. on Sunday through Thursday and by 10:30 p.m. on Friday and Saturday**.

C. Program Times:

- a. All programming Sunday through Thursday **shall end at 10:00 p.m.** Exception: one weekly Movie offering shall end no later than 10:45 p.m.
- b. All programming on Friday and Saturday **shall end at 10:30 p.m.** Exception: Play offerings on Fridays and Saturdays shall end no later than 10:45 p.m. In recognition that unusual circumstances may cause the end time of plays or movies offered on Fridays or Saturdays to extend beyond the 10:45 p.m. termination time, the City Manager will be notified (via text message or phone call) when an event may extend past 10:45 p.m. but no later than 11:00 p.m.
- c. For the purposes of this section all programming includes rehearsals, sound checks and the like.
- d. These are hard stop requirements and inclusive of intermission and delays of any kind to the program start, including inclement weather.

D. Weekly Schedule

- a. There shall be one “Non-Performance” day (versus two “Non-Performance” days) and one “Low-Impact” day per week. The PPAF recognizes the agreement to move to one “non-performance” day versus two “Non-Performance” day, is made based on the assumption that the recommendations made as part of the 2017 Sound System Review by Reuter Associates (and any other recommendations) to concentrate sound in the Park and lessen off-site sound migration will be implemented prior to the start of the 2018 Festival Season.
- b. There shall be **at least one** day per week where there is no performance or event on the stage or in the Park (Non-Performance Day). This prohibition includes rehearsals, sound checks and the like as well events not requiring or utilizing amplified sound or music. Exception for daytime camp activities.
- c. There shall be **at least one** day (in addition to the Tuesday, Non-Performance Day) where the event held (and anytime during the day) is “Low-Impact” programming. For the purposes of this provision, “low-impact” is defined as programming reasonably expected to attract attendance levels consistent with those of “movie nights” and create

sound impacts lesser than concert or musical theater programming. For the purposes of this section, a “movie night” is an example of low-impact programming.

- d. The Non-Performance Day in a week, shall **be on “Tuesday” for each week of the Festival season.**
- e. There shall be no more than two (2) music concerts per week. There shall be **no more than 25** concerts during a Festival season, which includes all music concerts, including music festivals. Any week (up to three per year) within the season bookends PPAF can have a total of three concerts, so long as one is a festival and the other two concerts are demonstrated by PPAF to be lower impact/attendance. The approvals for these concert/festival weeks would be special exceptions sought by the PPAF and approved separately at the time the full-schedule is approved.
- f. Programming (all types, including rehearsals, sound checks, performances, meet and greets etc.) on weekend days (Saturday and Sundays) will not begin before 12:00 p.m. Exceptions shall include cast “Meet and Greets” and “Camp Shows” (events traditionally held on weekend mornings) commencing **no earlier than 10:00 a.m.** which shall be permitted to take place on up to 6 weekend days.
- g. There will be more musical theater performances than any other performance type.

E. Intensity (audience size):

- a. The PPAF may schedule up to 3 events where the attendance will not exceed 3,400 persons, so long as City public safety officials determine events with this attendance can be safely held in the Park. For all other events: No event shall be scheduled where its attendance is reasonably anticipated to exceed 1,500 persons.
- b. Compliance with paragraph a. above (as well as other agreement terms to be determined), will be a factor in annual reviews of the schedule parameters.
- c. No events or performances in Prescott Park shall be held which cannot be safely accommodated in the Park.

SCHEDULE D: PUBLIC BENEFIT & CONSIDERATION

General Purpose. In acknowledgement of the City's costs in operating Prescott Park and in balance with the benefits to the public of the Licensee programming, the Licensee and the City agree to the following consideration paid to the City in order to reduce the required annual operational subsidy for the Park.

The amounts shown below are due on July 1st (one-half of total amount due) and September 1st (one-half of total amount due)

Year 1: \$20,000

Year 2: \$25,000

Year 3: \$30,000

Year 4: \$35,000

Year 5: \$40,000

The City recognizes that exigent circumstances (such as extraordinary wet weather conditions or other emergency causing prolonged disruption to operations) may occur, which significantly impact the Licensee's ability to pay the amount listed above. Accordingly, the City Manager is authorized to negotiate a lower figure for the affected year.

SCHEDULE E- SIGNAGE

In accordance the License provision, no signage is authorized to be erected in the Park or in the Licensed Premises without the express authorization. The following inventory of signs is authorized

Sign	Permanent	Seasonal	Nightly	Location
Bathrooms Arrow	1			Support Building
"Employees only"	2			Pavilion
"Private"	2			Support Building
Concert series poster	1			Support Building
Family Friendly directional	2			Pavilion
Federal Savings bank VIP Seating	1			VIP Deck
Handicap accessible/family friendly	1			Pavilion
Main entrance and accessible ramp this way	2			Garden Gate
Men's (restroom sign)	1			Pavilion
Menu board	1			Pavilion
Movie poster	1			Support Building
Musical poster	1			Support Building
PPAF Est. 1974	1			Marcy Street Lamp Post
Prop logo sign	1			Pavilion
Rent chairs/blankets here	2			Support Building
Welcome signs	2			Pavilion
Women's (restroom sign)	2			Pavilion
"Fog/Strobe in use"		4		Gates
Annual fund donor list		1		Support Building
Bagged ice available at the Pavilion		1		Dock gate
Bowls and baskets here pizza below		2		Pizza Recycling Holders
Chairs for rent		1		Support Building
Do not climb		4		Light Poles
Donation Thank You		4		Gates
For the record poster		1		Support Building
Lobster poster		1		Sound Booth
Mainstage Signs		2		Stage
Marcy Street Sign		1		Marcy/State Street Fence
No alcohol, No dogs signs		9		Gates
No Smoking Sign		2		Light Poles

PPAF Banner	2	Park Lamp Post
Quote signs	5	Support Building
Ride your bike	1	Support Building
Road race/chili/do good poster	1	Support Building
We recycle pizza boxes	4	Pizza Recycling Holders
Blanket and table chalk board		1 Support Building
Chairs for rent Adirondack		1 Chairs/Support Building
Concessions chalk boards		2 Pavilion
For the record sign on box		1 Support Building
Keep Off Stage sign		1 Stage
Play, but don't keep		2 Lego Table
No Unattended blankets/chairs signs		4 Lawn
Sponsor banners		4 Gates
Treasure bar		1 Support Building
Trash and Compost		2 In Park
Win this bike		1 Display Bike

**PRESCOTT PARK LICENSE AGREEMENT
FOR
NH Art Association**

PARTIES. This license agreement (“**Agreement**”) is by and between the City of Portsmouth, a municipal corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the “**City**”), and

Licensee, NH Art Association, a non-profit corporation, organized and existing under the laws of the State of New Hampshire with a mailing address of 136 State Street Portsmouth, NH 03801.

This Agreement is dated (date of acceptance by City Council):_____.

RECITALS. This License sets forth the rights, obligations and conditions of Licensee’s use of property and buildings on City property known as Prescott Park and bounded by State Street, Marcy Street and Mechanic Street (the “**Park**”)

- The City owns Prescott Park and is responsible for preserving its historic resources and operating Prescott Park consistent with its fiduciary and charitable obligations.
- The 2017 Prescott Park Master Plan (adopted by the City Council February 6, 2017) is a foundational policy statement guiding the operations and programming authorized in Prescott Park. Further, the recommendations of the Prescott Park Policy Advisory Committee (Final Report December 2017) provide additional guidance in development of park policies and agreements.
- Prescott Park is first and foremost a waterfront open space for the people of Portsmouth. The “Park First” approach of the 2017 Prescott Park Master Plan is a framework for decision-making, which prioritizes the Park space as a City park and place for respite and quiet enjoyment.
- Ensuring a presence for theater, dance, music and visual arts in the Park is a tenet of the Prescott Park Master Plan.
- Prescott Park’s Shaw Warehouse, Marine Railway Building, and Sheafe Warehouse are invaluable historic and cultural resources, whose value in showcasing and interpreting the historic development of Portsmouth is inestimable.

NOW THEREFORE: For the public benefit and consideration set forth, the City grants a non-exclusive license to Licensee to use the licensed area defined in this Agreement for limited authorized activities subject to the following terms and conditions.

GENERAL

1. **PUBLIC BENEFIT.** The City Council has determined that granting this License to the Licensee is in the public benefit. Specifically, the benefit is to ensure visual arts learning programs and exhibits in the Park. The public benefit is further discussed in Paragraph 5 relative to Consideration and Schedule D.
2. **LICENSED AREA.** The City and Licensee agree that it is not the intention of the parties to create a public forum within the Licensed Area, as the Park currently has a public forum designated area and there is no intention by this Agreement to expand or alter it. The Licensed Area for the Authorized Activities is as described in Schedule A.
3. **AUTHORIZED ACTIVITIES.** Licensee is permitted to use the Licensed Area for those activities identified in Schedule B and for no other purpose. Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement.
4. **SCHEDULE OF PROGRAMMING.** Schedule C of this agreement outlines the submittal timeline for a proposed schedule by the Licensee. The schedule, when approved in writing by the City Manager, shall become a part of this Agreement as Schedule C, Addendum 1. Licensee shall conduct its operations in accord with Schedule C. Licensee shall not schedule, stage or promote any program, act or performance in which pyrotechnics, explosives or display of open flames are involved or used without prior and separate written approval.
5. **PUBLIC BENEFIT & CONSIDERATION.** In recognition of the value of the Licensee's programming to the City and the role the Park has in enabling the Licensee's programming, Licensee agrees to share in the City's expenses associated with the overall administration, maintenance and operations, upkeep, occupancy and related overhead costs to the City in accordance with Schedule D. Licensee and the City recognize the consideration outlined in Schedule D reflects a balance of the following factors: the public benefit of Licensee programming to the residents and to the vitality of the City (cultural, social and economic); the value of the Park's assets to Licensee operations; administrative, maintenance and operational costs to the City; and impacts to the Park and the surrounding area in terms of the wear and tear, transportation and parking, and off-site sound exposure.
6. **TERM.** The term of this Agreement shall be five years commencing on the date of this Agreement and ending five years from that date unless terminated earlier due to default or by agreement.
7. **EXTENSION OF TERM.** Licensee may at the conclusion of year 4 of the term request an extension of the license for up to an additional five year term. The City shall negotiate in good faith an extension provided: (1) Licensee is not in violation or default of any material term of this Agreement; (2) Licensee has not received more than six (6) notices of default during the term; (3) Licensee has not received more than six (6) notices of infractions per season; and (4) the City has not been obligated to make any financial contributions to maintain the Licensed Area other than those obligations contemplated by this Agreement.

8. **EARLY TERMINATION.** Licensee may terminate this Agreement without penalty by written notice to the City upon the following conditions: (1) Licensee is not in default of any obligation; and (2) the City is provided notice no later than December 31 of the completed season.
9. **FINANCIAL INFORMATION.** In order to promote transparency and public confidence in financial transactions involving the use of the Park, Licensee shall provide timely financial information, including the following (the timing of the submittals below may be modified by the City Manager for good cause upon request of the Licensee presented in writing prior to the dates shown below):
 - A. Financial Profits and Loss Summary for the season immediately preceding, shall be submitted annually no later than February 15th. The Licensee’s fiscal year is a calendar year – May 1st to April 30th.
 - B. Audited financial statements and management letter, if available, shall be submitted on an annual basis at a reasonable time following completion and review with the Licensee’s Board.
 - C. Other financial information (e.g. policies for cash handling, etc.) and books open for inspection as may be requested by the City.
10. **AS IS CONDITION.** Licensee accepts the Licensed Area “as is” and as fit for the Licensee’s intended purposes. City is under no obligation to improve, fit-up or make ready the Licensed Area for Licensee’s Authorized Activities. Licensed Area will be made available “broom clean”.
11. **RESPONSIBILITY FOR COSTS OF OPERATIONS.** Unless otherwise stated in this Agreement, Licensee is responsible for all costs and expenses incurred by Licensee for performing its obligations under this Agreement and carrying out its mission and programming. Those costs may include but are not limited to administration, scheduling, set up of exhibits, maintenance of Licensee’s equipment, and temporary facilities; permitting and licensing fees; waste and clean up as set forth in paragraph 14; as well as all subcontracted services and other costs of carrying out this Agreement.
12. **PUBLIC ACCESS TO OTHER PROGRAMMING.** Licensee recognizes the City schedules use of the Park for weddings, dock reservations, public forum area events and Four Tree Island Events. Licensee agrees to cooperate and make reasonable accommodations to facilitate these uses.

PROPERTY REQUIREMENTS

13. **UTILITIES.** Unless separately metered and billed to the Licensee as of March 1, 2018, all utilities (water and sewer, electricity, fire alarm monitoring, and natural gas) associated with the use of the Licensed Area in Schedule A shall be the responsibility of the City. For the purposes of this section neither telephone nor other telecommunications utilities such as fiber-optics, cable, internet service or the like are utilities.
14. **MAINTENANCE.** Licensee shall be responsible at its own cost for maintaining any of its temporary structures, staging or exhibits and for ensuring that any of its equipment is in good and sanitary condition and repair. City shall be responsible for all maintenance of its structures including the licensed area in the Sheafe Building. Licensee shall notify the City as soon as possible in writing if Licensee identifies any areas that are in need of maintenance to preserve and protect the structural integrity and historic value of any building or to protect public health and safety.
15. **WASTE AND CLEAN-UP.** The Licensee shall not allow any waste, rubbish or other objectionable materials to accumulate within the Licensed Area or upon the surrounding Park grounds. The Licensee shall arrange and pay for proper solid waste receptacles, the location of which shall be approved by the City Manager. Licensee shall be expressly responsible for cleaning up debris, emptying trash bins and otherwise returning and restoring any exterior Licensed Area to a park-like condition after each use for an event or activity. To the extent the Licensed Area includes building space, the building shall be kept clean, free of debris and tidy. If the City sponsors or adopts any evaluation or pilot of an alternative waste collection system, Licensee will participate in such evaluation or pilot program.
16. **CAPITAL IMPROVEMENTS.** Licensee understands the 2017 Prescott Park Master Plan is the City's plan for all future renovations, modifications, and reconstruction in the Park. The design, timing of implementation, order of improvements, and the type of modifications, improvements, and related construction efforts above and below ground for the Park will be directed by the City. Licensee recognizes that planning, design, and construction of Master Plan improvements will likely move forward during the License term. In particular, construction will cause disruption to Licensee programming and activities. All construction impacts and disruptions associated with execution of the Master Plan improvements will be carried out in close coordination with the Licensees through the creation of detailed Construction Management Plans for each phase.
17. **MODIFICATIONS.** No modifications of any kind to the Licensed Area, including structures within a Licensed Area, are permitted without prior written agreement of the City.
18. **EQUIPMENT/INSTALLATION OF ADDITIONAL EQUIPMENT.** With the prior written approval of the City, Licensee may install additional machinery, equipment or other personal property; if attached or affixed to the Licensed Area, such machinery, equipment or other personal property shall become the property of the City unless the City otherwise agrees in writing. With advance written consent of the City, Licensee may remove such machinery, equipment and other personal property from the Licensed Area, provided that any removal of

machinery, equipment or other personal property does not adversely affect the structural integrity of any structure. If any damage is occasioned by such removal, Licensee agrees to promptly repair such damage at its own expense.

19. **RIGHT OF ENTRY.** The City shall have the right to enter into and upon the Licensed Area including all buildings at all times to inspect, make repairs or improvements to City-owned structures, to remove items from the Licensed Area that are in violation of the this Agreement, and to protect the health, safety and welfare of users, employees and visitors or for any purpose; including for administering sound monitoring protocol described elsewhere in this agreement.

20. **INSURANCE.** Throughout the License Term, Licensee shall, at its sole cost and expense, maintain insurance against such risks and for such amounts as are customarily insured against by entities engaged in the types of activities in which Licensee will be engaged.

A. Types of insurance shall include:

- i. Commercial General Liability coverage protecting Licensee against loss from liability imposed by law or assumed in any written contract or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Automobile Liability coverage protecting Licensee against loss arising from personal injury, including bodily injury or death, or damage to the property of others, caused by all owned autos with a limit of liability of not less than \$300,000 per occurrence. If Licensee does not own vehicles, the Licensee may so affirmatively represent as such in writing, in which case coverage may be for non-owned and hired autos only.
- iii. Licensee shall maintain such coverage necessary to insure its exhibits, equipment and other personal property placed in any municipal building or on any municipal property. Licensee shall also provide property coverage for any of its temporary structures and betterments.
- iv. Workers' compensation insurance to the extent required by the laws of the State of New Hampshire.
- v. Marine insurance/endorsement of at least \$1,000,000 is required if Licensee's Authorized Activities include use of any docking structure or marine activities.

B. The parties acknowledge and agree that insurance coverages may need to be adjusted over the course of the term of this lease due to changes in the City's Member Agreement, due to inflation or changes in Licensee's Authorized Activities. The parties agree to make good faith efforts to mutually agree upon such updates and adjustments to insurance coverage so as to maintain commercially reasonable amounts and to apportion equitably such costs and risks.

C. All insurance required by this Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write

insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by entities engaged in the types of activities in which Licensee will be engaged.

- D. The City shall be identified as an additional insured party on a primary and non-contributory basis on all liability policies.
- E. Licensee shall provide proof of insurance coverage satisfactory to the City which may include certificates of insurance or policy documents.
- F. The City shall maintain existing property and liability coverage on the buildings and property of Prescott Park. If the loss or claim arises in whole or in part from the activities of Licensee, the liability insurance of Licensee shall be primary and the City's secondary.

21. **INDEMNIFICATION.** Licensee agrees to defend, hold harmless and indemnify the City and its officers, agents and employees against any and all liability for bodily injury, death, and property damage arising from the existence of this Agreement or any activity conducted hereunder or any person or entity operating under Licensee's authority. This provision shall survive termination or expiration of the Agreement.

RESTRICTIONS

22. **NON-DISCRIMINATION.** Licensee shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation or military status.
23. **NO ALCOHOL, MARIJUANA OR ILLEGAL SUBSTANCES.** No alcohol, marijuana or illegal substances are permitted in the Park. Licensee shall communicate this restriction to all employees, volunteers and contractors and shall take steps to communicate this restriction to all invitees as instructed by the City Manager. No smoking is be permitted inside any Park structures, including Licensed Areas.
24. **PARKING.** Licensee understands the North Parking and Water Street Parking lots in the Park are public, off-street parking lots and the City may establish rules and terms of use for these parking lots in accordance with City ordinances which may without limitation include: elimination or reduction in parking within the Park at any time (consistent with the Park Master Plan); metering one or both lots; and changing the 2017 pilot permit parking program. Licensee is expressly not authorized to lease, sub-license, award, or otherwise designate or reserve any parking spot in any area of the Park. The parties agree there is no obligation on behalf of the City to provide parking to the Licensee, paid or unpaid, within or outside the Park.
25. **COMMERCIAL ACTIVITY IN PARK.** As stated in Paragraph 3 above Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement. There shall further be no selling of merchandise or concessions, solicitations, monetization of Park grounds, or charging of any fees unless specifically allowed under Authorized Activities.
26. **SIGNAGE.** Licensee shall not display, erect or permit any signage in the Licensed Area or Park which has not been approved by the City and described in Schedule E.
27. **NO AMPLIFICATION.** Licensee shall not employ any sound amplification unless such amplification is allowed under Authorized Activities and Licensee has met all setup, equipment and training conditions prior to commencement of use.

OPERATIONS AND RECOURSE FOR INFRACTIONS

28. **POINT OF CONTACT.** Licensee shall designate in writing a person as a point of contact for City officials. In addition, Licensee shall further identify and publish on its website and other materials a protocol for Licensee to receive and review complaints and concerns from the public. Licensee will track the receipt of such complaints and concerns and Licensee's response and produce such information for inspection upon the City's request.
29. **REVIEW OF PERFORMANCE.** Up to three times per year, Licensee shall make a representative from its Board as well as administrative leadership available to participate in a public meeting to hear public comment and to respond to questions and concerns. The timing, format and schedule of these public meetings shall be at the discretion and direction of the City Manager.
30. **APPROVAL OF TEMPORARY FACILITIES.** The process for City approval of the Licensee's temporary facilities (authorized facilities erected and disassembled on a seasonal basis) is outlined in Schedule B, Authorized Activities. The purpose of this approval is to ensure: (1) compliance with this Agreement as well as with life safety and building codes and the Americans with Disabilities Act; and (2) incorporation of public safety recommendations and risk management practices into the layout.
31. **RECOURSE FOR INFRACTIONS.** An infraction shall mean an event of non-compliance with this Agreement which the City has elected to treat as less than a Default under paragraph 33. Such infractions may include but are not limited to the following:
- placement of unauthorized signage
 - engaging in other business or activities that are not authorized
 - unauthorized use of amplification
 - failure to maintain clear sidewalks or aisles
 - failure to follow any health and safety directive of an authorized City official

In the event of infraction, the City may at the discretion of the City Manager exercise its right of entry as set forth in paragraph 19 to correct the infraction. In addition, the City may provide written notice to the Licensee of the infraction and assess a penalty of \$250 for each infraction. In the event that the City issues more than three notices of infraction in a thirty day period, subsequent violations for the remainder of the calendar year may be increased at the City's discretion to \$400 per infraction. The City shall also have the right to demand assurances from Licensee and a plan of action for avoiding further infractions. Penalties shall be paid within 30 days of assessment.

32. **RESTORATION AND DAMAGES.** Licensee shall restore, replace and remedy promptly any damage caused to the Park by Licensee's activities. If the damage is not remedied promptly, the City - after written notice to Licensee - may, through its own forces or a contractor, restore, replace and remedy the damage in which case Licensee will be charged for that work.

33. **PUBLIC SAFETY AND PUBLIC HEALTH.** The City Manager, Chief of Police, Fire Chief and Public Works Director may, at their sole discretion, order additional measures beyond those described in this Agreement to protect the health and safety of Park visitors. Such additional measures may include without limitation the assignment of additional personnel or the erection of barriers. If such additional measures are ordered, Licensee shall pay for the cost of such additional measures. Current billing rates (for representation purposes as they are adjusted annually) are as follows:

A. Portsmouth Police officer: \$61.75/hour minimum four hours. Cruiser rate: \$12.50.

B. Portsmouth Fire Department: Firefighter/Paramedic: \$50.00 /hour – minimum of two hours. No charge for vehicles.

C. Department of Public Works (minimum of four hours):

- Laborer: \$37.95/hour
- Utility Mechanic: \$41.78/hour
- Park Foreman 1: \$61.60/hour
- Vehicles: Pickup Truck: \$15.00/hour; Dump Truck: \$50.00/hour; Backhoe: \$50.00/hour

DEFAULT AND CURE

34. **DEFAULT.** The following shall be an "Event of Default" under this Agreement:
- A. The failure by Licensee to follow any public health or public safety directive;
 - B. The failure to observe or perform any obligation or covenant of the Agreement; if such failure is unrelated to public health or safety, Licensee shall have a fourteen (14) day period to cure the performance following written notice, unless otherwise indicated below;
 - C. More than six infractions by Licensee in a thirty (30) day period;
 - D. Any false or misleading material statement or representation by Licensee related to this Agreement and performance under it;
 - E. The dissolution or liquidation of Licensee; the failure by Licensee generally to pay its debts as they become due; an assignment by Licensee for the benefit of creditors (excepting such security interests entered into during the normal course of business); the commencement by Licensee (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; the commencement of a case in bankruptcy or any proceeding under any other insolvency law against Licensee (as the debtor) or Licensee consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of Licensee for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors;
 - F. Licensee's loss of 501(c)(3) tax exempt status subject to a sixty (60) day period to cure;
 - G. The failure of Licensee to comply with the terms or conditions of any federal, state or local funding sources for monies received subject to a sixty (60) day period to cure.

If by reason of force majeure a party is unable in whole or in part to carry out its obligations under this Agreement, that party shall give written notice of such force majeure event within a reasonable time of its inability to perform. Performance shall be suspended during continuance of the force majeure and for a reasonable time thereafter. The term "force majeure" shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, natural disasters, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault,

35. **REMEDIES ON DEFAULT.** Whenever Licensee shall commit any Event of Default, the City may with written notice take, to the extent permitted by law, any one or more of the following remedial steps:
- A. Assess to the Licensee any cost incurred by the City to correct, cure or remedy the Event of Default;
 - B. Amend or limit the number of Authorized Activities;
 - C. Take possession of and/or secure the Licensed Area;
 - D. Declare any and all other payments due under this Agreement immediately due and payable;

- E. Take any action as it shall deem necessary to cure any such Event of Default, such action shall not be deemed to constitute a waiver of such Event of Default; and/or
- F. Terminate this Agreement; and take any other action at law or in equity which it deems necessary or desirable to collect the payments or other obligations then due or thereafter to become due hereunder, to secure possession of the Licensed Area, and to enforce the obligations, agreements or covenants of Licensee under this Agreement.

No action taken by the City pursuant to this paragraph (including repossession of the Licensed Area) shall relieve Licensee from its obligations required by this Agreement. After an Event of Default, Licensee shall have the right upon notice to the City to enter the Licensed Area with agents or representatives of the City to remove any Equipment or personal property owned by Licensee if such Equipment or personal property is not part of the Licensed Area.

- 36. **REMEDIES CUMULATIVE.** No remedy is intended to be exclusive of any other available remedy. Each remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 37. **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any obligation contained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.
- 38. **NON-RECOURSE.** Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Agreement. No Councilor, employee or agent of the City shall have any personal liability whatsoever under this Agreement, nor shall any officer, director, shareholder, general or limited partner, employee or agent of Licensee have any personal liability whatsoever under this Agreement, it being understood and agreed that the City shall look solely to the assets of Licensee for recourse hereunder.
- 39. **TERMINATION OR SURRENDER OF LICENSE.** Upon termination of this Agreement, or mutual cancellation thereof, the Licensee shall immediately surrender the Licensed Area.

MISCELLANEOUS PROVISIONS

40. **COMPLIANCE WITH LAWS.** The Licensee shall comply with all Federal, State and Municipal laws, ordinances and regulations affecting the Park and Licensed Area, the improvements thereon, or any activity or condition on or in the Licensed Area.
41. **FREE OF LIENS.** Licensee shall keep Park property free and clear of all liens arising out of the Licensee’s occupancy and use of the Licensed Area and at all times promptly and fully pay or discharge any claims on which any lien could be based.
42. **NOTICES.** Any notice required under this License or other writing which may be given by either party to the other shall be deemed to have been given when made in writing and delivered in hand or delivered by U.S. Mail or a courier service with proof of delivery and addressed as follows:

To the City: John P. Bohenko, City Manager
 City Hall
 1 Junkins Avenue
 Portsmouth, NH 03801

With a copy to: Robert P. Sullivan, City Attorney
 City Hall
 1 Junkins Avenue
 Portsmouth, NH 03801

To the Licensee: Renee Giffroy, President
 NH Art Association
 136 State Street
 Portsmouth, NH 03801

43. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
44. **AMENDMENTS, CHANGES AND MODIFICATIONS.** This Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties.
45. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Hampshire without regard or reference to its conflict of laws principles.
46. **COMPLETE AGREEMENT.** This Agreement and the Schedules A - E appended hereto constitutes the entire agreement between the parties and may be modified only by a writing agreed to by both parties.

47. **ASSIGNMENT AND SUBLETTING PROHIBITED.** Licensee shall not assign this Agreement or sublet any portion of the Licensed Area.

IN WITNESS WHEREOF, the parties have executed this License on _____,
2018.

WITNESS:

THE CITY OF PORTSMOUTH

John P. Bohenko, City Manager
Pursuant to vote by the City Council on
_____, 2018.

WITNESS:

NH ART ASSOCIATION

Signature of Duly Authorized Agent

Printed Name of Duly Authorized Agent (above)

SCHEDULE A: LICENSED AREA

A. The areas licensed to the Licensee are listed below.

Licensed Area	Authorized Uses As Limited by this Agreement	Square Feet
Sheafe Warehouse (First Floor)	Hosting of educational exhibit, public programming	1076
Certain areas immediately surrounding the Sheafe Warehouse	Specifically authorized demonstrations, art classes and public art demonstrations	250

SCHEDULE B: AUTHORIZED ACTIVITIES

1. **General Authority.** The Licensee is authorized to carry out the following listed Activities in the Licensed Areas.

A. To offer educational programming and exhibits in the visual arts through the following :

- a. To conduct its annual Art Show and associated art demonstrations and talks within the Sheafe Warehouse.
- b. To hold temporary outdoor public art installations (up to three per season).
- c. To hold pop-up art classes sponsored by the NH Art Association in areas approved by the City Manager. Classes shall be offered by donation only.
- d. The sale of paintings associated with the Association's Art Show.

B. Specific Prohibitions. The following activities are specifically not permitted in Prescott Park,:

- a. The storage of combustible materials.
- b. Smoking or use of open flame.
- c. The staging of theatrical or other events involving amplified sound or music.
- d. The sale of any goods, services or tickets other than addressed above.
- e. The sale, transport, use, and possession of alcoholic beverages by the Licensee is prohibited.

2. **Additional Conditions for Authorized Uses.** The authorized activities are conditioned upon the following:

A. Public Safety & Crowd Management. Licensee and City agree the responsibility for ensuring the safety of attendees at events first lies with the Licensee. In furtherance of the goal to ensure public safety and crowd management the preparations the Licensee shall confer directly and in advance with the City Manager's in order to prepare for any event which may require security measures.

B. Merchandising. The Master Plan governance recommendations recognize the value and purpose of open green spaces and urban parks as places of respite, recreation and enjoyment. According to the Plan "maintaining this special status includes limiting commercialization, which, unchecked, can disrupt the Park atmosphere". Consistent with this orientation, the following is agreed to when it comes to selling merchandise in the Licensed Area.

- a. **Authorized Points of Sale and Times.** The First Floor of Sheafe Warehouse is the sole authorized point of sale for merchandise
- b. **Appearance and Configuration.** At all times this area shall be kept in a neat and orderly manner and configured in accordance with guidance issued by the City. Licensee is permitted one donation box, which may be placed in the interior of the Sheafe.
- c. **Authorized Items for sale.** No merchandise may be sold to the public which is not expressly authorized. Items expressly authorized for sale include, those below:
 - Paintings, sculptures and 3D art pieces by NHAA Artists

- Note cards (prints of NHAA artworks)
- Portsmouth Puzzle- NHAA Artist selected annually
- Other approved NHAA-created objects

SCHEDULE C: SCHEDULE OF PROGRAMMING

1. **Timing of Submittal Approval Process.** Prior to February 15th of each year, the Licensee shall submit a schedule to the City Manager for his consideration, which proposes the yearly schedule for the use of the Licensed premises. Approval of the schedule from the City Manager shall be issued no later than March 15th of each season; this schedule shall include all events types (listed in Schedule B. Authorized Activities)

SCHEDULE D: PUBLIC BENEFIT & CONSIDERATION

General Purpose. In acknowledgement of the City's costs in operating Prescott Park and in balance with the benefits to the public of the Licensee programming, the Licensee and the City agree to the following consideration paid to the City in order to reduce the required annual operational subsidy of the Park. Each year under this agreement, the Licensee will pay \$1,500; payment shall be due on July 1st.

The City recognizes that exigent circumstances (such as extraordinary wet weather conditions or other emergency causing prolonged disruption to operations) may occur, which significantly impact the Licensee's ability to pay the amount listed above. Accordingly, the City Manager is authorized to negotiate a lower figure for the affected year.

SCHEDULE E- SIGNAGE

In accordance the License provision, no signage is authorized to be erected in the Park or in the Licensed Premises without express authorization. The following inventory of signs is authorized:

- a. Limited interpretative signage (erected for one day only) associated with the single-day public art installation.
- b. A sign to be erected on the inside of the exterior door (visible to the outside when opened) to the Sheafe Warehouse related to the Art Show and that season's NH Art programming to take place in the Park.
- c. A single A-Frame at Water Street
- d. A donor listing shall be permitted on one sign in an agreed upon location on an existing authorized sign above or other approved sign.

**PRESCOTT PARK LICENSE AGREEMENT
FOR
Gundalow Company**

PARTIES. This license agreement (“**Agreement**”) is by and between the City of Portsmouth, a municipal corporation organized and existing under the laws of the State of New Hampshire, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the “**City**”), and

Licensee, Gundalow Company, a non-profit corporation, organized and existing under the laws of the State of New Hampshire with a mailing address of 60 Marcy Street Portsmouth, NH 03801.

This Agreement is dated (date of acceptance by City Council):_____.

RECITALS. This License sets forth the rights, obligations and conditions of Licensee’s use of property and buildings on City property known as Prescott Park and bounded by State Street, Marcy Street and Mechanic Street (the “**Park**”)

- The City owns Prescott Park and is responsible for preserving its historic resources and operating Prescott Park consistent with its fiduciary and charitable obligations.
- The 2017 Prescott Park Master Plan (adopted by the City Council February 6, 2017) is a foundational policy statement guiding the operations and programming authorized in Prescott Park. Further, the recommendations of the Prescott Park Policy Advisory Committee (Final Report December 2017) provide additional guidance in development of park policies and agreements.
- Prescott Park is first and foremost a waterfront open space for the people of Portsmouth. The “Park First” approach of the 2017 Prescott Park Master Plan is a framework for decision-making, which prioritizes the Park space as a City park and place for respite and quiet enjoyment.
- Ensuring strong connections to maritime history, maximizing waterfront access for the public, and preserving cultural resources in the Park are tenets of the Prescott Park Master Plan.
- Prescott Park’s Shaw Warehouse, Marine Railway Building, and Sheafe Warehouse are invaluable historic and cultural resources, whose value in showcasing and interpreting the historic development of Portsmouth is inestimable.

NOW THEREFORE: For the public benefit and consideration set forth, the City grants a non-exclusive license to Licensee to use the licensed area defined in this Agreement for limited authorized activities subject to the following terms and conditions.

GENERAL

1. **PUBLIC BENEFIT.** The City Council has determined that granting this License to the Licensee is in the public benefit. Specifically, the benefit to the public is to facilitate the presence of public access to the waterfront; celebrate and share City's maritime history and culture; and expand knowledge and understanding among residents and visitors of the importance and function of natural resources as well as promote protection and preservation of the Piscataqua River region. The public benefit is further discussed in Paragraph 5 relative to Consideration and Schedule D.
2. **LICENSED AREA.** The City and Licensee agree that it is not the intention of the parties to create a public forum within the Licensed Area, the Park currently has a public forum designated area and there is no intention by this Agreement to expand or alter it. The Licensed Area for the Authorized Activities is as described on Schedule A.
3. **AUTHORIZED ACTIVITIES.** Licensee is permitted to use the Licensed Area for those activities identified in Schedule B and for no other purpose. Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement.
4. **SCHEDULE OF PROGRAMMING.** Schedule C of this agreement outlines the submittal timeline for a proposed schedule by the Licensee. The schedule, when approved in writing by the City Manager, shall become a part of this Agreement as Schedule C, Addendum 1. Licensee shall conduct its operations in accord with Schedule C. Licensee shall not schedule, stage or promote any program, act or performance in which pyrotechnics, explosives or display of open flames are involved or used without prior and separate written approval.
5. **PUBLIC BENEFIT & CONSIDERATION.** In recognition of the value of the Licensee's programming to the City and the role the Park has in enabling the Licensee's programming, Licensee agrees to share in the City's expenses associated with the overall administration, maintenance, operations, upkeep, occupancy and related overhead costs to the City in accordance with Schedule D. Licensee and the City recognize the consideration outlined in Schedule D reflects a balance of the following factors: the public benefit of Licensee programming to the residents and to the vitality of the City (cultural, social and economic); the value of the Park's assets to Licensee operations; administrative, maintenance and operational costs to the City; and impacts to the Park and the surrounding area in terms of the wear and tear, transportation and parking, and off-site sound exposure.
6. **TERM.** The term of this Agreement shall be five years commencing on the date of this Agreement and ending five years from that date unless terminated earlier due to default or by agreement.
7. **EXTENSION OF TERM.** Licensee may at the conclusion of year 4 of the term request an extension of the license for up to an additional five year term. The City shall negotiate in good faith an extension provided: (1) Licensee is not in violation or default of any material term of this Agreement; (2) Licensee has not received more than six (6) notices of default

during the term; (3) Licensee has not received more than six (6) notices of infractions per season; and (4) the City has not been obligated to make any financial contributions to maintain the Licensed Area other than those obligations contemplated by this Agreement.

8. **EARLY TERMINATION.** Licensee may terminate this Agreement without penalty by written notice to the City upon the following conditions: (1) Licensee is not in default of any obligation; and (2) the City is provided notice no later than December 31 of the completed season.
9. **FINANCIAL INFORMATION.** In order to promote transparency and public confidence in financial transactions involving the use of the Park, Licensee shall provide timely financial information, including the following (the timing of the submittals below may be modified by the City Manager for good cause upon request of the Licensee presented in writing prior to the dates shown below):
 - A. Financial Profits and Loss Summary for the season immediately preceding, shall be submitted annually no later than February 15th. The Licensee's fiscal year is a calendar year – January 1 to December 31st.
 - B. Audited financial statements and management letter, if available, shall be submitted on an annual basis at a reasonable time following completion and review with the Licensee's Board.
 - C. Other financial information (i.e. policies for cash handling, etc.) and books open for inspection as may be requested by the City.
10. **AS IS CONDITION.** Licensee accepts the Licensed Area "as is" and as fit for the Licensee's intended purposes. City is under no obligation to improve, fit-up or make ready the Licensed Area for Licensee's Authorized Activities. Licensed Area will be made available in "broom clean" condition.
11. **RESPONSIBILITY FOR COSTS OF OPERATIONS.** Unless otherwise stated in this Agreement, Licensee is responsible for all costs and expenses incurred by Licensee for performing its obligations under this Agreement and carrying out its mission and programming. Those costs may include but are not limited to administration, scheduling, set up of exhibits, maintenance of Licensee's equipment, and temporary facilities; permitting and licensing fees; waste and clean up as set forth in paragraph 14; as well as all subcontracted services and other costs of carrying out this Agreement.
12. **PUBLIC ACCESS TO OTHER PROGRAMMING.** Licensee recognizes the City schedules use of the Park for weddings, dock reservations, public forum area events and Four Tree Island Events. Licensee agrees to cooperate and make reasonable accommodations to facilitate these uses.

PROPERTY REQUIREMENTS

13. **UTILITIES.** Unless separately metered and billed to the Licensee as of March 1, 2018, all utilities (water and sewer, electricity, fire alarm monitoring, and natural gas) associated with the use of the Licensed Area in Schedule A shall be the responsibility of the City. For the purposes of this section neither telephone nor other telecommunications utilities such as fiber-optics, cable, internet service or the like are utilities.
14. **MAINTENANCE.** Licensee shall be responsible at its own cost for maintaining any of its temporary structures, staging or exhibits and for ensuring that any of its equipment is in good and sanitary condition and repair. City shall be responsible for all maintenance of its structures including the licensed area in the Sheafe Building. Licensee shall notify the City as soon as possible in writing if Licensee identifies any areas that are in need of maintenance to preserve and protect the structural integrity and historic value of any building or to protect public health and safety.
15. **WASTE AND CLEAN-UP.** The Licensee shall not allow any waste, rubbish or other objectionable materials to accumulate within the Licensed Area or upon the surrounding Park grounds. The Licensee shall arrange and pay for proper solid waste receptacles, the location of which shall be approved by the City Manager. Licensee shall be expressly responsible for cleaning up debris, emptying trash bins and otherwise returning and restoring any exterior Licensed Area to a park-like condition after each use for an event or activity. To the extent the Licensed Area includes building space, the building shall be kept clean, free of debris and tidy. If the City sponsors or adopts any evaluation or pilot of an alternative waste collection system, Licensee will participate in such evaluation or pilot program.
16. **CAPITAL IMPROVEMENTS.** Licensee understands the 2017 Prescott Park Master Plan is the City's plan for all future renovations, modifications, and reconstruction in the Park. The design, timing of implementation, order of improvements, and the type of modifications, improvements, and related construction efforts above and below ground for the Park will be directed by the City. Licensee recognizes that planning, design, and construction of Master Plan improvements will likely move forward during the License term. In particular, construction will cause disruption to Licensee programming and activities. All construction impacts and disruptions associated with execution of the Master Plan improvements will be carried out in close coordination with the Licensees through the creation of detailed Construction Management Plans for each phase.
17. **MODIFICATIONS.** No modifications of any kind to the Licensed Area, including structures within a Licensed Area, are permitted without prior written agreement of the City.
18. **EQUIPMENT/INSTALLATION OF ADDITIONAL EQUIPMENT.** With the prior written approval of the City, Licensee may install additional machinery, equipment or other personal property; if attached or affixed to the Licensed Area, such machinery, equipment or other personal property shall become the property of the City unless the City otherwise agrees in writing. With advance written consent of the City, Licensee may remove such machinery, equipment and other personal property from the Licensed Area, provided that any removal of

machinery, equipment or other personal property does not adversely affect the structural integrity of any structure. If any damage is occasioned by such removal, Licensee agrees to promptly repair such damage at its own expense.

19. **RIGHT OF ENTRY.** The City shall have the right to enter into and upon the Licensed Area including all buildings at all times to inspect, make repairs or improvements to City-owned structures, to remove items from the Licensed Area that are in violation of the this Agreement, and to protect the health, safety and welfare of users, employees and visitors or for any purpose; including for administering sound monitoring protocol described elsewhere in this agreement.

20. **INSURANCE.** Throughout the License Term, Licensee shall, at its sole cost and expense, maintain insurance against such risks and for such amounts as are customarily insured against by entities engaged in the types of activities in which Licensee will be engaged.

A. Types of insurance shall include:

- i. Commercial General Liability coverage protecting Licensee against loss from liability imposed by law or assumed in any written contract or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Automobile Liability coverage protecting Licensee against loss arising from personal injury, including bodily injury or death, or damage to the property of others, caused by all owned autos with a limit of liability of not less than \$300,000 per occurrence. If Licensee does not own vehicles, the Licensee may so affirmatively represent as such in writing, in which case coverage may be for non-owned and hired autos only.
- iii. Licensee shall maintain such coverage necessary to insure its exhibits, equipment and other personal property placed in any municipal building or on any municipal property. Licensee shall also provide property coverage for any of its temporary structures and betterments.
- iv. Workers' compensation insurance to the extent required by the laws of the State of New Hampshire.
- v. Marine insurance/endorsement of at least \$1,000,000 is required if Licensee's Authorized Activities include use of any docking structure or marine activities.

B. The parties acknowledge and agree that insurance coverages may need to be adjusted over the course of the term of this lease due to changes in the City's Member Agreement, due to inflation or changes in Licensee's Authorized Activities. The parties agree to make good faith efforts to mutually agree upon such updates and adjustments to insurance coverage so as to maintain commercially reasonable amounts and to apportion equitably such costs and risks.

C. All insurance required by this Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write

insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by entities engaged in the types of activities in which Licensee will be engaged.

- D. The City shall be identified as an additional insured party on a primary and non-contributory basis on all liability policies.
- E. Licensee shall provide proof of insurance coverage satisfactory to the City which may include certificates of insurance or policy documents.
- F. The City shall maintain existing property and liability coverage on the buildings and property of Prescott Park. If the loss or claim arises in whole or in part from the activities of Licensee, the liability insurance of Licensee shall be primary and the City's secondary.

21. **INDEMNIFICATION.** Licensee agrees to defend, hold harmless and indemnify the City and its officers, agents and employees against any and all liability for bodily injury, death, and property damage arising from the existence of this Agreement or any activity conducted hereunder or any person or entity operating under Licensee's authority. This provision shall survive termination or expiration of the Agreement.

RESTRICTIONS

22. **NON-DISCRIMINATION.** Licensee shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation or military status.
23. **NO ALCOHOL, MARIJUANA OR ILLEGAL SUBSTANCES.** No alcohol, marijuana or illegal substances are permitted in the Park. Licensee shall communicate this restriction to all employees, volunteers and contractors and shall take steps to communicate this restriction to all invitees as instructed by the City Manager. No smoking is be permitted inside any Park structure, including Licensed Areas.
24. **PARKING.** Licensee understands the North Parking and Water Street Parking lots in the Park are public, off-street parking lots and the City may establish rules and terms of use for these parking lots in accordance with City ordinances which may without limitation include: elimination or reduction in parking within the Park at any time (consistent with the Park Master Plan); metering one or both lots; and changing the 2017 pilot permit parking program. Licensee is expressly not authorized to lease, sub-license, award, or otherwise designate or reserve any parking spot in any area of the Park. The parties agree there is no obligation on behalf of the City to provide parking to the Licensee, paid or unpaid, within or outside the Park.
25. **COMMERCIAL ACTIVITY IN PARK.** As stated in Paragraph 3 above Licensee shall conduct no other business, enterprise, program or activity in, on or around the Park other than specifically authorized by this Agreement. There shall further be no selling of merchandise or concessions, solicitations, monetization of Park grounds, or charging of any fees unless specifically allowed under Authorized Activities.
26. **SIGNAGE.** Licensee shall not display, erect or permit any signage in the Licensed Area or Park which has not been approved by the City and described in Schedule E.
27. **NO AMPLIFICATION.** Licensee shall not employ any sound amplification unless such amplification is allowed under Authorized Activities and Licensee has met all setup, equipment and training conditions prior to commencement of use.

OPERATIONS AND RECOURSE FOR INFRACTIONS

28. **POINT OF CONTACT.** Licensee shall designate in writing a person as a point of contact for City officials. In addition, Licensee shall further identify and publish on its website and other materials a protocol for Licensee to receive and review complaints and concerns from the public. Licensee will track the receipt of such complaints and concerns and Licensee's response and produce such information for inspection upon the City's request.
29. **REVIEW OF PERFORMANCE.** Up to three times per year, Licensee shall make a representative from its Board as well as administrative leadership available to participate in a public meeting to hear public comment and to respond to questions and concerns. The timing, format and schedule of these public meetings shall be at the discretion and direction of the City Manager.
30. **APPROVAL OF TEMPORARY FACILITIES.** The process for City approval of the Licensee's temporary facilities (authorized facilities erected and disassembled on a seasonal basis) is outlined in Schedule B, Authorized Activities. The purpose of this approval is to ensure: (1) compliance with this Agreement as well as with life safety and building codes and the Americans with Disabilities Act; and (2) incorporation of public safety recommendations and risk management practices into the layout.
31. **RECOURSE FOR INFRACTIONS.** An infraction shall mean an event of non-compliance with this Agreement which the City has elected to treat as less than a Default under paragraph 33. Such infractions may include but are not limited to the following:
- placement of unauthorized signage
 - engaging in other business or activities that are not authorized
 - unauthorized use of amplification
 - failure to maintain clear sidewalks or aisles
 - failure to follow any health and safety directive of an authorized City official

In the event of infraction, the City may at the discretion of the City Manager exercise its right of entry as set forth in paragraph 19 to correct the infraction. In addition, the City may provide written notice to the Licensee of the infraction and assess a penalty of \$250 for each infraction. In the event that the City issues more than three notices of infraction in a thirty day period, subsequent violations for the remainder of the calendar year may be increased at the City's discretion to \$400 per infraction. The City shall also have the right to demand assurances from Licensee and a plan of action for avoiding further infractions. Penalties shall be paid within 30 days of assessment.

32. **RESTORATION AND DAMAGES.** Licensee shall restore, replace and remedy promptly any damage caused to the Park by Licensee's activities. If the damage is not remedied promptly, the City - after written notice to Licensee - may, through its own forces or a contractor, restore, replace and remedy the damage in which case Licensee will be charged for that work.

33. **PUBLIC SAFETY AND PUBLIC HEALTH.** The City Manager, Chief of Police, Fire Chief and Public Works Director may, at their sole discretion, order additional measures beyond those described in this Agreement to protect the health and safety of Park visitors. Such additional measures may include without limitation the assignment of additional personnel or the erection of barriers. If such additional measures are ordered, Licensee shall pay for the cost of such additional measures. Current billing rates (for representation purposes as they are adjusted annually) are as follows:

A. Portsmouth Police officer: \$61.75/hour minimum four hours. Cruiser rate: \$12.50.

B. Portsmouth Fire Department: Firefighter/Paramedic: \$50.00 /hour – minimum of two hours. No charge for vehicles.

C. Department of Public Works (minimum of four hours):

- Laborer: \$37.95/hour
- Utility Mechanic: \$41.78/hour
- Park Foreman 1: \$61.60/hour
- Vehicles: Pickup Truck: \$15.00/hour; Dump Truck: \$50.00/hour; Backhoe: \$50.00/hour

DEFAULT AND CURE

34. **DEFAULT.** The following shall be an "Event of Default" under this Agreement:
- A. The failure by Licensee to follow any public health or public safety directive;
 - B. The failure to observe or perform any obligation or covenant of the Agreement; if such failure is unrelated to public health or safety, Licensee shall have a fourteen (14) day period to cure the performance following written notice, unless otherwise indicated below;
 - C. More than six infractions by Licensee in a thirty (30) day period;
 - D. Any false or misleading material statement or representation by Licensee related to this Agreement and performance under it;
 - E. The dissolution or liquidation of Licensee; the failure by Licensee generally to pay its debts as they become due; an assignment by Licensee for the benefit of creditors (excepting such security interests entered into during the normal course of business); the commencement by Licensee (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; the commencement of a case in bankruptcy or any proceeding under any other insolvency law against Licensee (as the debtor) or Licensee consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of Licensee for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors;
 - F. Licensee's loss of 501(c)(3) tax exempt status subject to a sixty (60) day period to cure;
 - G. The failure of Licensee to comply with the terms or conditions of any federal, state or local funding sources for monies received subject to a sixty (60) day period to cure.

If by reason of force majeure a party is unable in whole or in part to carry out its obligations under this Agreement, that party shall give written notice of such force majeure event within a reasonable time of its inability to perform. Performance shall be suspended during continuance of the force majeure and for a reasonable time thereafter. The term "force majeure" shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, natural disasters, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault,

35. **REMEDIES ON DEFAULT.** Whenever Licensee shall commit any Event of Default, the City may with written notice take, to the extent permitted by law, any one or more of the following remedial steps:
- A. Assess to the Licensee any cost incurred by the City to correct, cure or remedy the Event of Default;
 - B. Amend or limit the number of Authorized Activities;
 - C. Take possession of and/or secure the Licensed Area;
 - D. Declare any and all other payments due under this Agreement immediately due and payable;

- E. Take any action as it shall deem necessary to cure any such Event of Default, such action shall not be deemed to constitute a waiver of such Event of Default; and/or
- F. Terminate this Agreement; and take any other action at law or in equity which it deems necessary or desirable to collect the payments or other obligations then due or thereafter to become due hereunder, to secure possession of the Licensed Area, and to enforce the obligations, agreements or covenants of Licensee under this Agreement.

No action taken by the City pursuant to this paragraph (including repossession of the Licensed Area) shall relieve Licensee from its obligations required by this Agreement. After an Event of Default, Licensee shall have the right upon notice to the City to enter the Licensed Area with agents or representatives of the City to remove any Equipment or personal property owned by Licensee if such Equipment or personal property is not part of the Licensed Area.

- 36. **REMEDIES CUMULATIVE.** No remedy is intended to be exclusive of any other available remedy. Each remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 37. **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any obligation contained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.
- 38. **NON-RECOURSE.** Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Agreement. No Councilor, employee or agent of the City shall have any personal liability whatsoever under this Agreement, nor shall any officer, director, shareholder, general or limited partner, employee or agent of Licensee have any personal liability whatsoever under this Agreement, it being understood and agreed that the City shall look solely to the assets of Licensee for recourse hereunder.
- 39. **TERMINATION OR SURRENDER OF LICENSE.** Upon termination of this Agreement, or mutual cancellation thereof, the Licensee shall immediately surrender the Licensed Area.

MISCELLANEOUS PROVISIONS

40. **COMPLIANCE WITH LAWS.** The Licensee shall comply with all Federal, State and Municipal laws, ordinances and regulations affecting the Park and Licensed Area, the improvements thereon, or any activity or condition on or in the Licensed Area.
41. **FREE OF LIENS.** Licensee shall keep Park property free and clear of all liens arising out of the Licensee’s occupancy and use of the Licensed Area and at all times promptly and fully pay or discharge any claims on which any lien could be based.
42. **NOTICES.** Any notice required under this License or other writing which may be given by either party to the other shall be deemed to have been given when made in writing and delivered in hand or delivered by U.S. Mail or a courier service with proof of delivery and addressed as follows:

To the City: John P. Bohenko, City Manager
 City Hall
 1 Junkins Avenue
 Portsmouth, NH 03801

With a copy to: Robert P. Sullivan, City Attorney
 City Hall
 1 Junkins Avenue
 Portsmouth, NH 03801

To the Licensee: Catharine Newick, Board Chair
 Gundalow Company
 60 Marcy Street
 Portsmouth, NH 03801

With a copy to: Molly Bolster, Executive Director
 Gundalow Company
 60 Marcy Street
 Portsmouth, NH 03801

43. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
44. **AMENDMENTS, CHANGES AND MODIFICATIONS.** This Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties.
45. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Hampshire without regard or reference to its conflict of laws principles.

46. **COMPLETE AGREEMENT.** This Agreement and the Schedules A - E appended hereto constitutes the entire agreement between the parties and may be modified only by a writing agreed to by both parties.
47. **ASSIGNMENT AND SUBLETTING PROHIBITED.** Licensee shall not assign this Agreement or sublet any portion of the Licensed Area.

IN WITNESS WHEREOF, the parties have executed this License on _____,
2018.

WITNESS:

THE CITY OF PORTSMOUTH

John P. Bohenko, City Manager
Pursuant to vote by the City Council on
_____, 2018.

WITNESS:

GUNDALOW COMPANY, INC.

Signature of Duly Authorized Agent

Printed Name of Duly Authorized Agent (above)

SCHEDULE A: LICENSED AREA

A. The areas licensed to the Licensee are listed below.

Licensed Area	Authorized Uses As Limited by this Agreement	Square Feet
Sheafe Warehouse (First Floor)	Hosting of educational exhibit, public programming	1076
Sheafe Dock	Docking for The PISCATAQUA Vessel and public access for programs	450
Pavement Area in front of dock entrance	Selling tickets and providing orientation	36

SCHEDULE B: AUTHORIZED ACTIVITIES

1. **General Authority.** The Licensee is authorized to carry out the following listed Activities in the Licensed Areas.

A. To offer educational programming in the areas of maritime culture and history, ecology of the Piscataqua as well as river access to members of the public through the following:

- a. To tie-up the PISCATAQUA (as well as one work boat for Licensee's use only) to operate sails and educational programs onboard the PISCATAQUA.
- b. Install an exhibit for public viewing in the Sheafe Warehouse (first floor).
- c. Sell goods (including tickets for public sails) to the public as limited below.
- d. On a day-to-day basis utilize a small portable table and umbrella located adjacent to the Sheafe Dock entrance for the purpose of selling tickets for scheduled sails and providing orientation to patrons and for no other purpose. The table shall be attended at all times and shall not obstruct the passage of pedestrians. The table and umbrella are to be removed when not in use.
- e. Host educational programming sponsored by the Gundalow Company, including the following:
 - i. Education programs for school groups in conjunction with school group sailing trips;
 - ii. Mission-related educational programs for adults and families;
 - iii. Annual meeting of Gundalow Company members;
 - iv. Gundalow Company monthly board meetings;
 - v. Volunteer training;
 - vi. Educational exhibit with watershed model, touch tanks and interpretive panels, staffed by trained volunteers and opened to the public on a regular schedule;
 - vii. Orientation space for passengers before, after, or in place of a sail on the PISCATAQUA.

B. Specific Prohibitions. The following activities are specifically not permitted in Prescott Park, on the ramp or float of the so-called Sheafe Dock, in the quay area, or onboard the PISCATAQUA:

- a. The use of amplified sound or music.
- b. The handling of motor vehicle fuel or the refueling of any boat.
- c. The sale, transport, use, and possession of alcoholic beverages by the Company and its passengers shall be as follows:
 - i. Alcoholic beverages may be kept onboard the PISCATAQUA for consumption at times when the PISCATAQUA is not docked at the Park so long as they are properly secured and locked when not being served. Alcoholic beverages may be consumed but not sold onboard the PISCATAQUA, for a period of twenty (20) minutes before and twenty (20) minutes after the commencement or the conclusion of scheduled cruises. Alcoholic beverages are not permitted to be consumed or sold on the dock. Other than as provided above, there shall be no

sale, transport, use, possession or consumption of alcoholic beverages in the Park or on the dock.

2. Additional Conditions for Authorized Uses. The authorized activities are conditioned upon the following:

A. Public Safety & Crowd Management. Licensee and City agree the responsibility for ensuring the safety of attendees at events first lies with the Licensee. In furtherance of the goal to ensure public safety and crowd management the preparations the Licensee shall confer directly and in advance with the City Manager's in order to prepare for any event which may require security measures.

B. Maintenance of Vessel Seaworthiness and Docking Facility. In recognition of the Licensee's specific dock maintenance and operations requirements as well as specialization in marine structures and norms of operating in navigable waters, Licensee is responsible for all necessary maintenance and repair of the Sheafe Dock with City coordination and approval. On termination of this agreement at any time for any reason the Licensee shall be solely responsible for relocating the PISCATAQUA elsewhere from Prescott Park. In addition, annually the Licensee shall provide the City with an annual inspection report detailing the seaworthiness of the PISCATAQUA.

C. Merchandising. The Master Plan governance recommendations recognize the value and purpose of open green spaces and urban parks as places of respite, recreation and enjoyment. According to the Plan "maintaining this special status includes limiting commercialization, which, unchecked, can disrupt the Park atmosphere". Consistent with this orientation, the following is agreed to when it comes to selling merchandise in the Licensed Area.

- a. **Authorized Points of Sale and Times.** The First Floor of Sheafe Warehouse and the table and umbrella area in front of the Sheafe Dock are the sole authorized point of sale for merchandise. Merchandise stored at the Sheafe Warehouse may be sold at the table and umbrella, but not stored, displayed, or otherwise hung or presented in the table and chair area. Merchandise approved in this section may be sold at all times a representative of the Licensee (volunteer or staff person) is "staffing" the Sheafe Warehouse.
- b. **Appearance and Configuration.** At all times this area shall be kept in a neat and orderly manner and configured in accordance guidance issued by the City.
- c. **Authorized Items for sale.** No merchandise may be sold to the public which is not expressly authorized. Items expressly authorized for sale include, those below:

- Gundalow logo wear such as hats and coffee mugs
- Stainless steel water bottles
- Pins that say "Celebrate our Rivers" and Gundalow logo on them
- Cross-Grained & Wily Waters (book that serves as the exhibit catalog)
- Children's book about the cat on PISCATAQUA
- Post cards and notecards – historic images of Gundalows and new photos of PISCATAQUA

SCHEDULE C: SCHEDULE OF PROGRAMMING

1. Timing of Submittal Approval Process. Prior to February 15th of each year, the Licensee shall submit a schedule to the City Manager for his consideration, which proposes the yearly schedule for the use of the Licensed premises. Approval of the schedule from the City Manager shall be issued no later than March 15th of each season; this schedule shall include all events types (listed in Schedule B. Authorized Activities)

SCHEDULE D: PUBLIC BENEFIT & CONSIDERATION

General Purpose. In acknowledgement of the City's costs in operating Prescott Park and in balance with the benefits to the public of the Licensee programming, the Licensee and the City agree to the following consideration paid to the City in order to reduce the required annual operational subsidy of the Park.

The amounts shown below are due on July 1st (one-half of total amount due) and September 1st (one-half of total amount due).

Year 1: \$7,500

Year 2: \$8,000

Year 3: \$8,500

Year 4: \$9,000

Year 5: \$10,000

The City recognizes that exigent circumstances (such as extraordinary wet weather conditions or other emergency causing prolonged disruption to operations) may occur, which significantly impact the Licensee's ability to pay the amount listed above. Accordingly, the City Manager is authorized to negotiate a lower figure for the affected year.

SCHEDULE E- SIGNAGE

In accordance the License provision, no signage is authorized to be erected in the Park or in the Licensed Premises without express authorization of the City. The following inventory of signs is authorized:

- a. Two signs to be erected on the Sheafe Dock's gangway or fence adjacent to the gangway related to the current season programming and schedule as well as reference to the Sheafe Warehouse Exhibit, and rack card holder.
- b. A single A-Frame at Water Street
- c. A donor listing shall be permitted on one sign in an agreed upon location on an existing authorized sign above or other approved sign.

ACCESS EASEMENT FOR WATER SERVICES

KNOW ALL MEN BY THESE PRESENTS, that **The Westerly, LLC**, a New Hampshire limited liability company with an address of 273 Corporate Drive, Portsmouth, County of Rockingham and State of New Hampshire 03801, for consideration received, grants to the **City of Portsmouth**, a municipal body politic having a mailing address of 1 Junkins Avenue, Portsmouth, County of Rockingham and State of New Hampshire 03801, with **QUITCLAIM COVENANTS** an easement over, below, along, and across the premises described herein, located at on the easterly side of Lafayette Road (2075 Lafayette Road), Portsmouth, County of Rockingham, and State of New Hampshire 03801, (Tax Assessor's Map No. 268, Lot 97), and being more particularly described as follows:

A permanent easement (the "Permanent Easement") for the purpose of municipal access to water infrastructure over the land of GRANTOR located where said water line is constructed in conjunction with the Portsmouth Department of Public Works.

Purpose and Rights: The Grantee shall have a perpetual, permanent uninterrupted and unobstructed nonexclusive easement for the purpose of enabling the City of Portsmouth to access private water infrastructure including mains, water shutoffs, and valves for the limited purpose of leak detection and similar infrastructure inspection services and for access to valves for purposes of turning on and shutting off municipal water service. Grantee shall have no responsibility for installation, maintenance, operation, or replacement of the water infrastructure.

Retained Rights: Grantor retains the right to freely use and enjoy its interest in the easement area insofar as the exercise thereof does not interfere with the purpose of this instrument.

Easement To Run With Land: All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantor by deed of Roman Catholic Bishop of Manchester dated April 19, 2018 and recorded in Book 5906, Page 2017 of the Rockingham County Registry of Deeds.

This is an exempt transfer per R.S.A. 78-B:2(I).

IN WITNESS WHEREOF, the parties have executed this document on the 19th day of April, 2018.


The Westerly, LLC

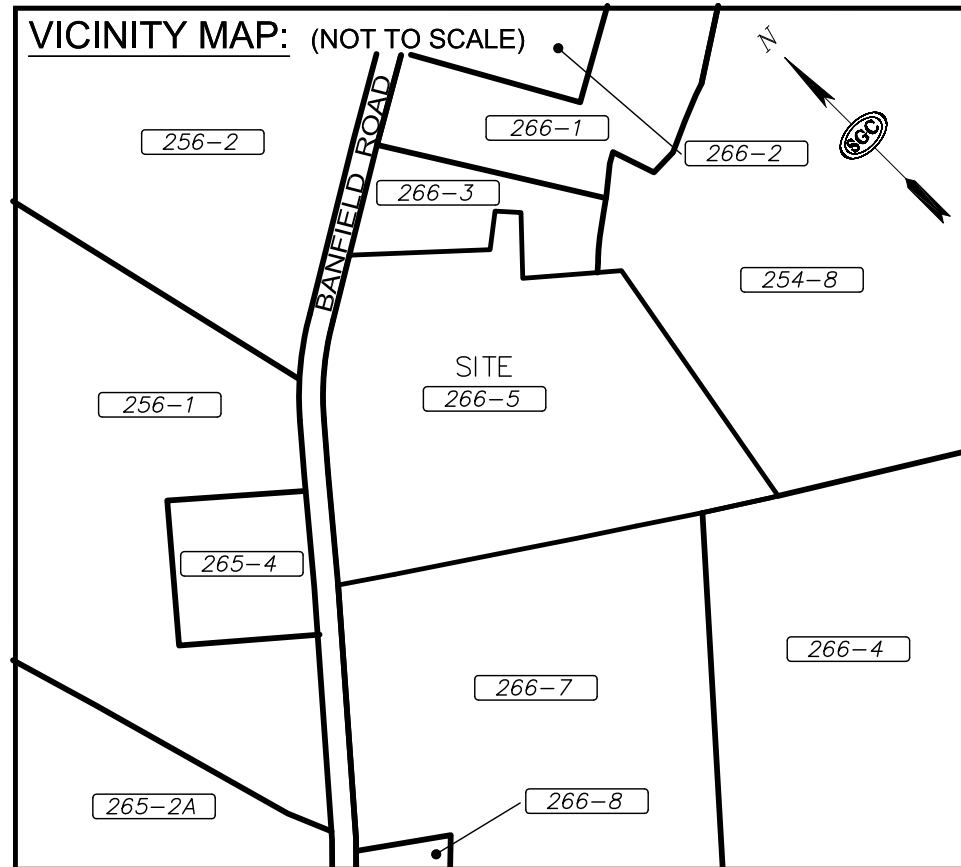
By: 
Eric S. Katz
Its Duly Authorized Manager

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this, the 19th of April, 2018, before me, the undersigned Officer, personally appeared Eric S. Katz, who acknowledged himself to be the Manager of The Westerly, LLC, a New Hampshire limited liability company, and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

KATHLEEN M. SEDLOCK
Notary Public - New Hampshire
My Commission Expires March 12, 2019


Justice of the Peace/Notary Public
Printed Name: Kathleen M Sedlock
My Commission Expires: 3/12/19

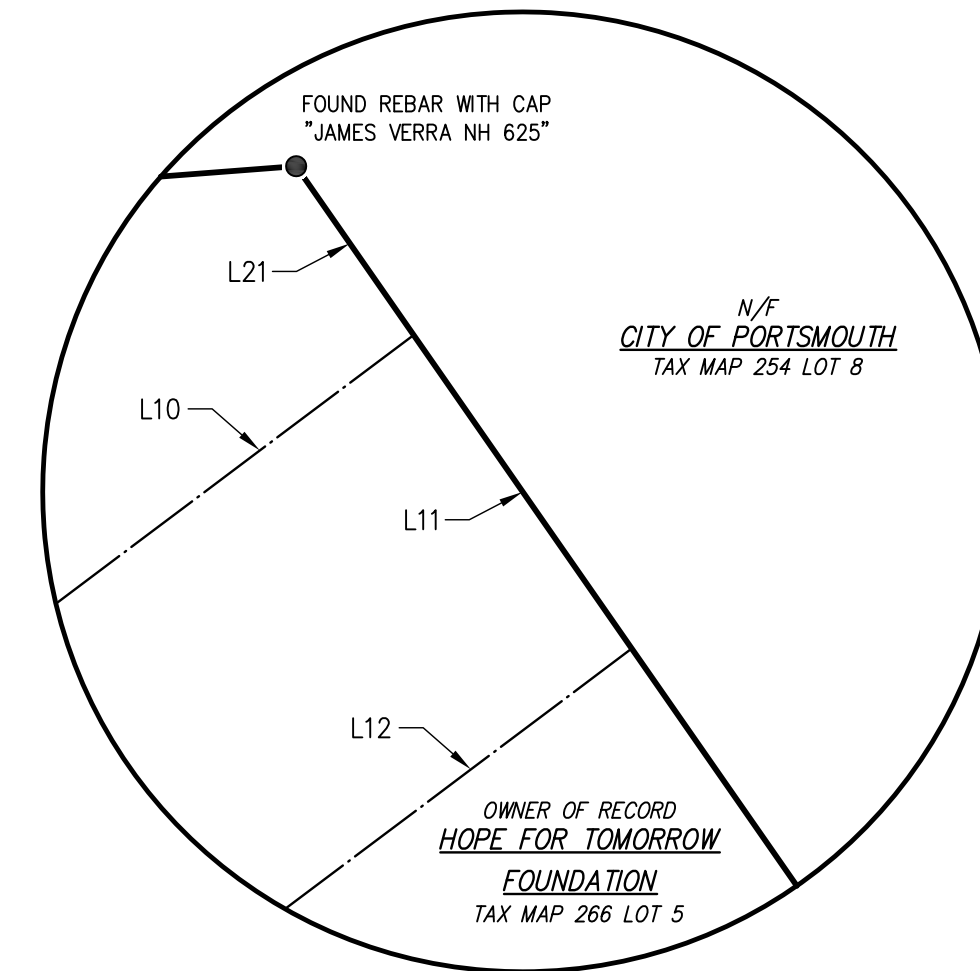
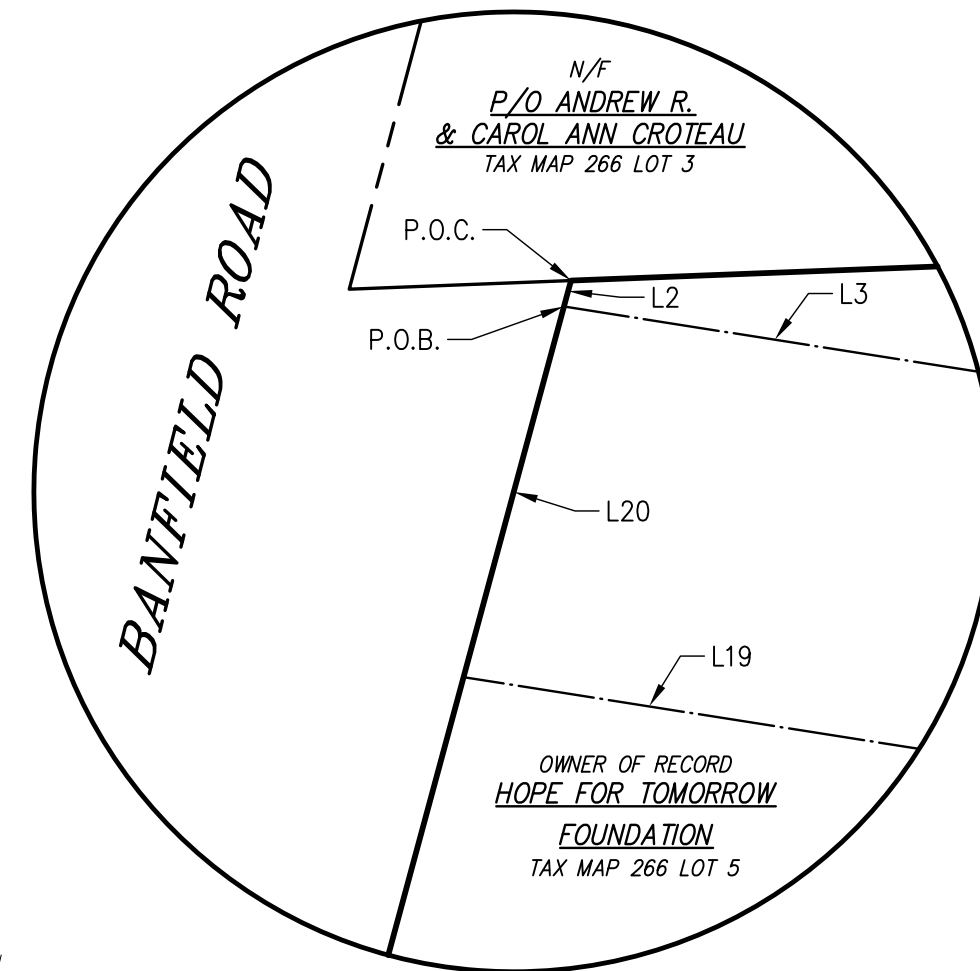
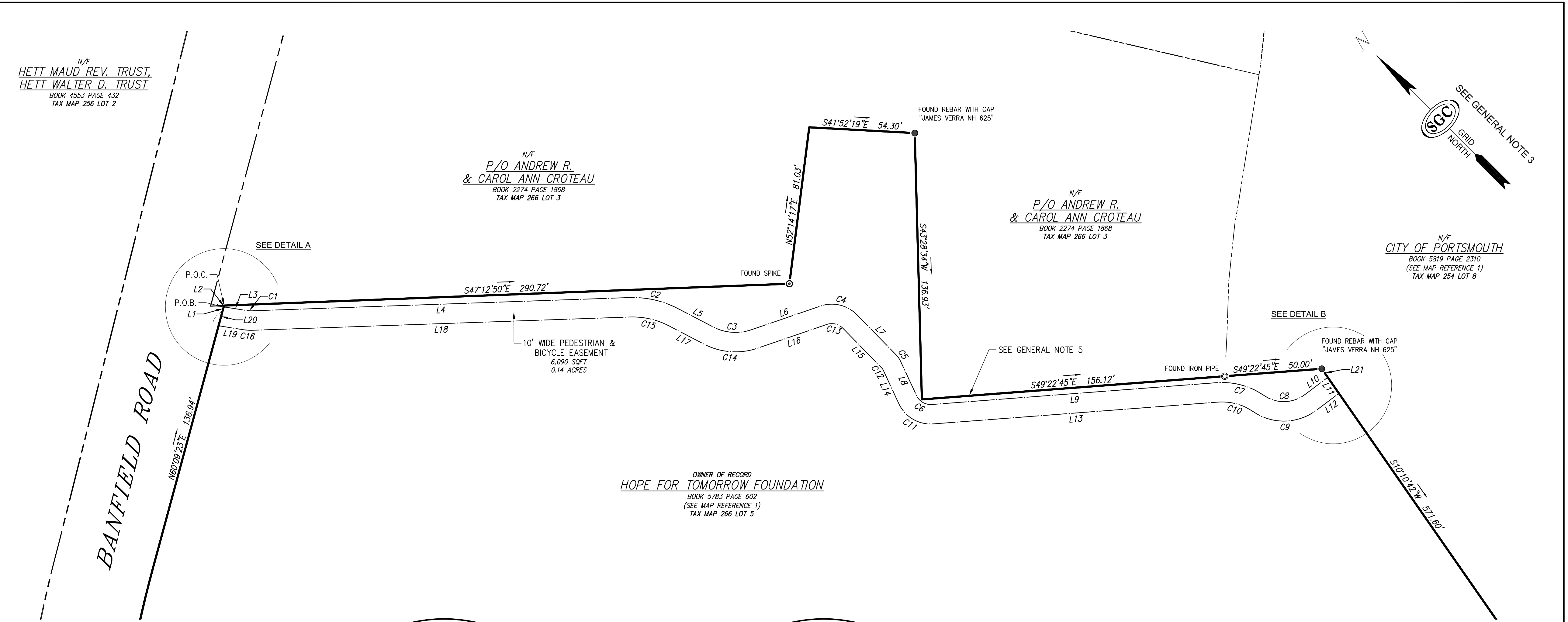
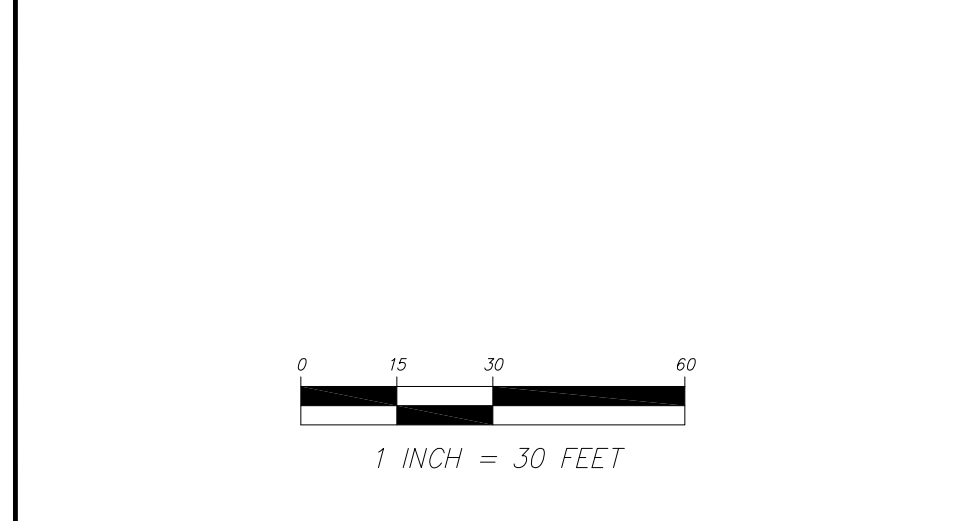


- GENERAL NOTES:**
- 1) THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY SGC ENGINEERING, LLC PURSUANT TO A PROFESSIONAL SERVICES CONTRACT BETWEEN HOPE FOR TOMORROW FOUNDATION AND SGC ENGINEERING LLC, DATED APRIL 18, 2018.
 - 2) THE REFERENCE DEED FOR THE LOCUS PARCEL IS FOUNDATION OF SEACOAST HEALTH TO HOPE FOR TOMORROW FOUNDATION DATED DECEMBER 16, 2016 AND RECORDED IN DEED BOOK 5783, PAGE 602 AT THE ROCKINGHAM COUNTY, N.H. REGISTRY OF DEEDS.
 - 3) THE BEARINGS SHOWN HEREON ARE REFERENCED TO MAP REFERENCE 1 AND ARE BASED ON N.H. STATE PLANE COORDINATE SYSTEM NAD 1983.
 - 4) THE LOCUS PARCEL IS DEPICTED AS LOT 5 ON ASSESSORS MAP 266. ABUTTING PROPERTY OWNER INFORMATION REFERENCED HEREON WAS TAKEN FROM THE PORTSMOUTH, N.H. ASSESSOR'S DATA AS OF THE DATE OF THIS SURVEY.
 - 5) THE SOLE PURPOSE OF THIS PLAN IS TO ACCURATELY DEPICT THE LOCATION OF A PEDESTRIAN AND BICYCLE PATH EASEMENT AS SHOWN ON MAP REFERENCE 2, TO BE GRANTED TO THE CITY OF PORTSMOUTH, N.H. PROPERTY LINES SHOWN HEREON PER LOCUS DEED AND MAP REFERENCE 1, NO BOUNDARY RETRACEMENT SURVEY HAS BEEN PERFORMED BY SGC ENGINEERING, LLC.
 - 6) NO SUBSURFACE INVESTIGATION HAS BEEN PERFORMED BY SGC ENGINEERING, LLC. DIG-SAFE SHOULD BE CONTACTED PRIOR TO COMMENCING ANY EXCAVATION. (888-344-7233).
 - 7) THIS PLAN IS THE RESULT OF A FIELD SURVEY CONDUCTED BY SGC ENGINEERING, LLC BETWEEN JULY 2017 AND APRIL 2018.
 - 8) PER CONTRACT CONDITIONS NO MONUMENTS WERE SET.

- MAP REFERENCES:**
- 1) A PLAN ENTITLED "LOT LINE REVISION PLAN, CAMPUS DRIVE, BANFIELD & PEVERLY HILL ROADS, PORTSMOUTH, NEW HAMPSHIRE, ASSESSOR'S PARCELS 254-8, 266-4, 266-5, 266-6 FOR CITY OF PORTSMOUTH, N.H. & FOUNDATION FOR SEACOAST HEALTH", DATED 10/24/2016, PREPARED BY JAMES VERRA AND ASSOCIATES, INC., RECORDED AT THE ROCKINGHAM COUNTY, N.H. REGISTRY OF DEEDS AS PLAN NUMBER D-39897.
 - 2) A PLAN ENTITLED "PROJECT: SAINT PATRICK ACADEMY, 315 BANFIELD ROAD, PORTSMOUTH, NEW HAMPSHIRE, ASSESSOR'S PARCEL 266-5", ISSUE DATE MAY 17, 2017, PREPARED BY ALTUS ENGINEERING, INC., RECORDED AT THE ROCKINGHAM COUNTY, N.H. REGISTRY OF DEEDS AS PLAN NUMBER D-40212.

LEGEND:

ADJACENT LOT LINE	---
ADJACENT R.O.W. LINE	---
LOCUS BOUNDARY LINE	---
PROPOSED EASEMENT LINE	---
PIPE	○
REBAR	●
SPIKE	⊙
P.O.B.	○
P.O.C.	○



LINE TABLE

LINE #	LENGTH	BEARING
L1	3.17'	N60°09'23"E
L2	0.70'	S60°09'23"W
L3	12.11'	S36°02'59"E
L4	194.34'	S47°00'40"E
L5	20.42'	S17°28'03"E
L6	37.56'	S63°56'02"E
L7	28.83'	S00°38'46"W
L8	19.42'	S20°02'39"W
L9	146.70'	S49°22'45"E
L10	14.74'	S81°54'36"W
L11	10.01'	S10°10'42"W
L12	14.37'	N81°54'36"W
L13	146.70'	N49°22'45"W
L14	19.42'	N20°02'39"E
L15	28.83'	N00°38'46"E
L16	37.56'	N63°56'02"W
L17	20.42'	N17°28'03"W
L18	194.34'	N47°00'40"W
L19	13.20'	N36°02'59"W
L20	10.06'	N60°09'23"E
L21	5.39'	S10°10'42"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	2.30'	12.00'	10°57'41"	S41°31'49"E	2.30'
C2	25.78'	50.00'	29°32'37"	S32°14'22"E	25.78'
C3	20.27'	25.00'	46°27'59"	S40°42'03"E	20.27'
C4	20.29'	18.00'	64°34'48"	S31°38'38"E	20.29'
C5	4.06'	12.00'	19°23'53"	S10°20'43"W	4.06'
C6	9.69'	8.00'	69°25'25"	S14°40'03"E	9.69'
C7	25.77'	38.00'	38°51'40"	S29°56'55"E	25.77'
C8	22.43'	18.00'	71°23'31"	S46°12'51"E	22.43'
C9	34.89'	28.00'	71°23'31"	N46°12'51"W	34.89'
C10	18.99'	28.00'	38°51'40"	N29°56'55"W	18.99'
C11	21.81'	18.00'	69°25'25"	N14°40'03"W	21.81'
C12	0.68'	2.00'	19°23'53"	N10°20'43"E	0.68'
C13	9.02'	8.00'	64°34'48"	N31°38'38"W	9.02'
C14	28.38'	35.00'	46°27'59"	N40°42'03"W	28.38'
C15	20.63'	40.00'	29°32'37"	N32°14'22"W	20.63'
C16	4.21'	22.00'	10°57'41"	N41°31'49"W	4.21'

CERTIFICATION:

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I HEREWITH CERTIFY THAT THIS PLAT IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND PER THE STANDARDS OF PRACTICE FOR A STANDARD PROPERTY SURVEY: CATEGORY 1 CONDITION 1, PURSUANT TO THE N.H. CODE OF ADMINISTRATIVE RULES - BOARD OF LICENSURE FOR LAND SURVEYORS. THE SURVEY HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN FIFTEEN THOUSAND (1:15,000) ON ALL PROPERTY LINES SHOWN.

DAVID G. MOTT, LLS 951 DATE _____

REVISIONS:

NO.	DATE	APPROVED FOR REVIEW
A	04/20/2018	APPROVED FOR REVIEW

SGC ENGINEERING, LLC

- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

SERVING OUR CLIENTS IN THE U.S.A. & CANADA

501 County Road Westbrook, Maine 04092 Tel: 207-347-8100 Fax: 207-347-8101	40 Harlow Street, Suite 2 Bangor, Maine 04401 Tel: 207-217-6769 Fax: 207-217-6018	115 Water Street Hallowell, Maine 04347 Tel: 207-370-0590	34 North Street, Suite 5 Presque Isle, Maine 04769 Tel: 207-540-1412
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PEDESTRIAN & BICYCLE PATH EASEMENT PLAT

SAINT PATRICK ACADEMY
315 BANFIELD ROAD, PORTSMOUTH,
ROCKINGHAM COUNTY, NEW HAMPSHIRE

PREPARED FOR:
HOPE FOR TOMORROW FOUNDATION
36 MAPLEWOOD AVENUE,
PORTSMOUTH, N.H. 03801

DATE: 04-20-2018	DRAWN: MCC	PROJECT: 146002	SHEET 1 OF 1
SCALE: 1" = 30'	CHECK: DGM	DWG: 146002_P-B-ESMT	

EASEMENT DEED

NOW COMES HOPE FOR TOMORROW FOUNDATION (HFT), a New Hampshire non-profit corporation, having a mailing address of 36 Maplewood Avenue, Portsmouth, New Hampshire, for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal corporation having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire,

WITH QUITCLAIM COVENANTS, a 10 foot wide Easement for pedestrian and bicycle passage on the south side of Banfield Road in Portsmouth, County of Rockingham, State of New Hampshire, and more particularly described in Schedule A attached hereto.

Said Pedestrian/Bicycle Easement being shown on a Plan entitled "PEDESTRIAN & BICYCLE EASEMENT PLAT, SAINT PATRICK ACADEMY, 315 BANFIELD ROAD, PORTSMOUTH, ROCKINGHAM COUNTY, NEW HAMPSHIRE, PREPARED FOR: HOPE FOR TOMORROW FOUNDATION, 36 MAPLEWOOD AVENUE, PORTSMOUTH, NH 03801," prepared by SGC Engineering, LLC, dated April 20, 2018, to be recorded in the Rockingham County Registry of Deeds.


The purpose of this Easement is to allow joint access from the City owned property south of Banfield Road to and from Banfield Road, subject to such rules and regulations for bicycle path and/or park use as the City of Portsmouth may adopt. This Easement is for non-motorized vehicles only.

Meaning and intending to convey an Easement across a portion of the land acquired by Hope for Tomorrow Foundation by deed of the Foundation of Seacoast Health, recorded in the Rockingham County Registry of Deeds on December 16, 2016 at Book 5783, Page 0602.

This Easement Deed is designed to replace an Easement Deed granted by HFT to the City of Portsmouth recorded in the Rockingham County Registry of Deeds on June 29, 2017 at Book 5831, Page 0842.

WITNESS my hand this ____ day of _____, 2018.

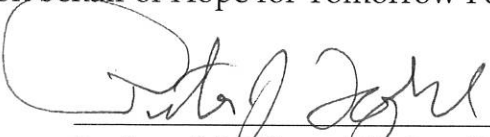
HOPE FOR TOMORROW FOUNDATION
By:



James Broom, Founder

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 20th day of April, 2018, before me, personally appeared James Broom, duly authorized Founder of Hope for Tomorrow Foundation, known to me, or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and acknowledge that he, as Founder, executed the foregoing instrument for the purposes therein contained on behalf of Hope for Tomorrow Foundation.



Justice of the Peace / Notary Public (Seal)
Print Name:

PETER J. LOUGHLIN, Notary Public
My Commission Expires August 5, 2020

SCHEDULE A

HOPE FOR TOMORROW
FOUNDATION
PEDESTRIAN AND
BICYCLE PATH EASEMENT
M0266-B0005-L0000-U
CITY OF PORTSMOUTH, ROCKINGHAM
COUNTY, NEW HAMPSHIRE

Easement Description:

A 10 foot wide Easement for Pedestrian and Bicycle passage, in, over and across land now or formerly of HOPE FOR TOMORROW FOUNDATION, A NEW HAMPSHIRE NON-PROFIT CORPORATION (Grantor), being on the south side of Banfield Road in the City of Portsmouth, New Hampshire, designated as Tax Parcel Map-Lot 266-5 with the City of Portsmouth, N.H. Assessor, and more particularly described in Book 5783 Page 0602 recorded in the Rockingham County, N.H. Registry of Deeds (RCRD). Said 10 foot wide Easement is more particularly described as follows:

COMMENCING at a point at the northeasterly corner of said land now or formerly of the Grantor, and on the southerly right-of-way line of Banfield Road, said point also being on the northwesterly line of land now or formerly of Andrew R. & Carol Ann Croteau designated as Tax Parcel Map-Lot 266-3 and more particularly described in Book 2274 Page 1868, thence;

S 60° 09' 23" W, a distance of 0.70 feet, more or less, by and along the southerly right-of-way line of Banfield Road, and along the northerly boundary of said land now or formerly of the Grantor, to the POINT OF BEGINNING, thence passing through said land now or formerly of the Grantor, the following courses and distances:

S 36° 02' 59" E, a distance of 12.11 feet, more or less to a point, thence southeasterly by and along a curve concave northeasterly, having a radius of 12.00 feet, an arc length of 2.30 feet, a delta angle of 10° 57' 41", a long chord that bears S 41° 31' 49" E a distance of 2.30 feet, more or less to a point, thence;

S 47° 00' 40" E, a distance of 194.34 feet, more or less to a point, thence southeasterly by and along a curve concave southwesterly, having a radius of 50.00 feet, an arc length of 25.78 feet, a delta angle of 29° 32' 37", a long chord that bears S 32° 14' 22" E a distance of 25.78 feet, more or less to a point, thence;

S 17° 28' 03" E, a distance of 20.42 feet, more or less to a point, thence southeasterly by and along a curve concave northeasterly, having a radius of 25.00 feet, an arc length of 20.27 feet, a delta angle of 46° 27' 59", a long chord

that bears S 40° 42' 03" E a distance of 20.27 feet, more or less to a point, thence;

S 63° 56' 02" E, a distance of 37.56 feet, more or less to a point, thence southeasterly by and along a curve concave southwesterly, having a radius of 18.00 feet, an arc length of 20.29 feet, a delta angle of 64° 34' 48", a long chord that bears S 31° 38' 38" E a distance of 20.29 feet, more or less to a point, thence;

S 00° 38' 46" W, a distance of 28.83 feet, more or less to a point, thence Southwesterly by and along a curve concave southwesterly, having a radius of 12.00 feet, an arc length of 4.06 feet, a delta angle of 19° 23' 53", a long chord that bears S 10° 20' 43" E a distance of 4.06 feet, more or less to a point, thence;

S 20° 02' 39" W, a distance of 19.42 feet, more or less to a point, thence southeasterly by and along a curve concave northeasterly, having a radius of 8.00 feet, an arc length of 9.69 feet, a delta angle of 69° 25' 25", a long chord that bears S 14° 40' 03" E a distance of 9.69 feet, more or less to a point, thence;

S 49° 22' 45" E, a distance of 146.70 feet, more or less to a point, thence southeasterly by and along a curve concave southwesterly, having a radius of 38.00 feet, an arc length of 25.77 feet, a delta angle of 38° 51' 40", a long chord that bears S 29° 56' 55" E a distance of 25.77 feet, more or less to a point of reverse curvature, thence southeasterly by and along a curve concave northeasterly, having a radius of 18.00 feet, an arc length of 22.43 feet, a delta angle of 71° 23' 31", a long chord that bears S 46° 12' 51" E a distance of 22.43 feet, more or less to a point, thence;

S 81° 54' 36" E, a distance of 14.74 feet, more or less to a point on the northerly boundary of land now or formerly of the City of Portsmouth, N.H. designated as Tax Parcel Map-Lot 254-8 and more particularly described in Book 5819 Page 2310, and on the southerly boundary of said land now or formerly of the Grantor, said point being S 10° 10' 42" W a distance of 5.39 feet, more or less from the most easterly corner of said land now or formerly of the Grantor, thence;

S 10° 10' 42" W, a distance of 10.01 feet, more or less by and along the northerly boundary of said land now or formerly of the City of Portsmouth, N.H., and along the southerly boundary of said land now or formerly of the Grantor, to a point, thence passing through said land now or formerly of the Grantor, the following courses and distances:

N 81° 54' 36" W, a distance of 14.37 feet, more or less to a point, thence northwesterly by and along a curve concave northeasterly, having a radius of 28.00 feet, an arc length of 34.89 feet, a delta angle of 71° 23' 31", a long chord that bears N 46° 12' 51" W a distance of 34.89 feet, more or less to a point of reverse curvature, thence northwesterly by and along a curve concave southwesterly, having a radius of 28.00 feet, an arc length of 18.99 feet, a delta angle of 38° 51' 40", a long chord that bears N 29° 56' 55" W a distance of 18.99 feet, more or less to a point, thence;

N 49° 22' 45" W, a distance of 146.70 feet, more or less to a point, thence northwesterly by and along a curve concave northeasterly, having a radius of 18.00 feet, an arc length of 21.81 feet, a delta angle of 69° 25' 25", a long chord that bears N 14° 40' 03" W a distance of 21.81 feet, more or less to a point, thence;

N 20° 02' 39" E, a distance of 19.42 feet, more or less to a point, thence Northeasterly by and along a curve concave southwesterly, having a radius of 2.00 feet, an arc length of 0.68 feet, a delta angle of 19° 23' 53", a long chord that bears N 10° 20' 43" E a distance of 0.68 feet, more or less to a point, thence;

N 00° 38' 46" E, a distance of 28.83 feet, more or less to a point, thence northwesterly by and along a curve concave southwesterly, having a radius of 8.00 feet, an arc length of 9.02 feet, a delta angle of 64° 34' 48", a long chord that bears N 31° 38' 38" W a distance of 9.02 feet, more or less to a point, thence;

N 63° 56' 02" W, a distance of 37.56 feet, more or less to a point, thence northwesterly by and along a curve concave northeasterly, having a radius of 35.00 feet, an arc length of 28.38 feet, a delta angle of 46° 27' 59", a long chord that bears N 40° 42' 03" W a distance of 28.38 feet, more or less to a point, thence;

N 17° 28' 03" W, a distance of 20.42 feet, more or less to a point, thence northwesterly by and along a curve concave southwesterly, having a radius of 40.00 feet, an arc length of 20.63 feet, a delta angle of 29° 32' 37", a long chord that bears N 32° 14' 22" W a distance of 20.63 feet, more or less to a point, thence;

N 47° 00' 40" W, a distance of 194.34 feet, more or less to a point, thence northwesterly by and along a curve concave northeasterly, having a radius of 22.00 feet, an arc length of 4.21 feet, a delta angle of 10° 57' 41", a long chord that bears N 41° 31' 49" W a distance of 4.21 feet, more or less to a point, thence;

N 36° 02' 59" W, a distance of 13.20 feet, more or less to a point on the southerly right-of-way line of Banfield Road, thence;

N 60° 09' 23" E, a distance of 10.06 feet, more or less, by and along the southerly right-of-way line of Banfield Road, and along the northerly boundary of said land now or formerly of the Grantor, to the POINT OF BEGINNING.

The above described 10 foot wide Easement contains 0.14 acres more or less, and is also depicted on a plat prepared by SGC Engineering, LLC entitled: "PEDESTRIAN & BICYCLE PATH EASEMENT PLAT, SAINT PATRICK ACADEMY, PREPARED FOR: "HOPE FOR TOMORROW FOUNDATION", Dated: April 20th 2018, to be recorded in the Rockingham County, N.H. Registry of Deeds. The Bearings described herein are referenced to N.H. State Plane Coordinate System NAD 1983.

Via email at rpsullivan@cityofportsmouth.com
Original sent via US Mail

April 13, 2018

Robert P. Sullivan, Esq.
City of Portsmouth
Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

RE: Dock License at 113 Mechanic Street, Portsmouth

Dear Bob:

Further to our telephone conversation earlier this week, I enclose a revised draft of the License Agreement with Mr. Lassen, in both “redlined” and “clean” formats. The changes address two issues:

1. The effect of RSA 72:23 I(b); and
2. The changing nature of the design and orientation of the dock due to the permitting process.

With regard to issue 1, I have copied the language of the statute and added the sentence suggested by you in your draft letter of November 28, 2017.

With regard to issue 2, I enclose a copy of the latest schematic prepared by Mr. Lassen’s design person which shows the pivot of the float from one that is perpendicular to the river to one that is parallel with the river. Consistent with our discussion about the need for flexibility, I note that the change and design has occurred largely as a result of the pre-design investigation work of Mr. Lassen’s designer. The project can be expected to undergo similar changes once the application has been submitted to the department of environmental services and it conducts its review.

Please let me know if John or you have any questions concerning this draft. If it meets with your approval, as we discussed, I would like to see that it is added to the agenda for the May 7, 2018 meeting of the City Council. I understand that the deadline for inclusion in that agenda is Wednesday, May 2, 2018 at noon.

On a related note, would you inquire of the tax assessor her preliminary estimate of the property tax assessment associated with the property interest that is the subject of this license agreement.

April 13, 2018

Page 2

Thank you in advance for your cooperation and assistance.

Very truly yours,



Thomas R. Watson

TRW/ag

cc: Charles L. & Susan E. Lassen (w/ enc)

Return to:
City of Portsmouth
ATTN: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

LICENSE AGREEMENT

FOR VALUE RECEIVED and in consideration of the mutual obligations contained herein, the **CITY OF PORTSMOUTH**, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“CITY”) and **CHARLES L. LASSEN, CO-TRUSTEE** and **SUSAN E LASSEN, CO-TRUSTEE OF THE CHARLES L. LASSEN REVOCABLE LIVING TRUST** of One Round Island, Portsmouth, New Hampshire 03801 (collectively the “LICENSEE”) hereby enter into this License Agreement on behalf of themselves and their successors and assigns.

WHEREAS, LICENSEE is the owner of certain land and improvements thereon, consisting of a .013 acre island in the Piscataqua River in the City of Portsmouth, County of Rockingham and State of New Hampshire, identified as Map 207, Lot 1 on the tax maps on the City of Portsmouth and more particularly described in the deed of Janet L. Park to Charles L. Lassen, Trustee, et. al. dated January 15, 2007 and recorded in the Rockingham County Registry of Deeds at Book 4755, Page 1229, and known as Round Island (hereinafter, “Round Island”); and

WHEREAS, the CITY is the owner of certain land and improvements thereon located at and known as 113 Mechanic Street, City of Portsmouth, County of Rockingham, State of New Hampshire, 03801, identified as Map 103, Lot 30 on the Tax Maps of the City of Portsmouth (hereinafter, “Lot 30”), and

WHEREAS, Lot 30 abuts the Piscataqua River and lies approximately 350 yards from Round Island; and

WHEREAS, the Lot 30 has traditionally been used for marine related activities; and

WHEREAS, Round Island is a unique property within the boundaries of the City of Portsmouth in that it is the only island that is inhabited and used as a year-round residence that does not have access to the mainland by land or bridge or otherwise except by way of watercraft; and

NOW THEREFORE, in consideration of the mutual premises and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. This License Agreement is given for the purposes of allowing the LICENSEE to construct, install and maintain a docking facility (hereinafter, the "Dock") adjacent to and connected with Lot 30 and to use the Dock to tie up and dock a single water craft used and to be used for ingress and egress to Round Island. This License Agreement is also given for the purposes of allowing the LICENSEE utilize Lot 30 for ingress and egress to the Dock by foot and motor vehicle, to allow the LICENSEE to maintain a mailbox on the property for purposes of receiving deliveries from the United States Postal Service and other delivery services and to allow the LICENSEE to maintain a trash receptacle on Lot 30 for personal refuse generated in conjunction with the use and occupancy of Round Island.
2. CITY hereby grants unto LICENSEE an exclusive right and license to construct, install, maintain and use the Dock and a single boat slip attendant thereto to be constructed on and adjacent to southerly seawall of Lot 30 on a 24-hours per day/7-days per week basis, for purposes of tying up and docking a single watercraft used and to be used to travel to and from Round Island. Subject to modifications imposed during the permitting process, ~~the~~ Dock shall consist of an 8' x 15' wooden floating structure; two (2) float pilings and one (1) fender piling; a three foot wide 3' x 33' metal gangway to be self-supporting or mounted to the inner easterly seawall; and an opening in the fencing situated at the top of the seawall on Lot 30 at the end of the gangway. The Dock shall be located along the eastern most frontage of the southerly seawall so as to maximize the water depth surrounding the Dock throughout the day. All materials, hardware, guardrails and fixed fenders shall be appropriate for a working dock in use on a 24-hours per day/ 7-days per week basis designed for a minimum life span of twenty (20) years. Upon completion of the Dock, as partial consideration for this License Agreement, it shall become the property of the CITY.
3. The LICENSEE shall be responsible for and pay all costs of the design, permitting, construction and installation of the Dock and trash receptacle. CITY and LICENSEE acknowledge and agree that the final components, dimensions, configuration, orientation and location of the Dock will not be determined until the completion of the permitting process envisioned by this Section. Final design and location of the Dock shall be subject to the approval of the CITY MANAGER. The CITY shall cooperate with the LICENSEE in applying for and obtaining all permits and approval necessary to construct the Dock and trash receptacle including, without limitation, those permits and approvals required by

the New Hampshire Department of Environmental Services and the United States Army Corps of Engineers.

4. CITY also hereby grants unto LICENSEE an exclusive right and license for a loading zone for one motor vehicle on Lot 30 on a 24-hours per day/7-days per week basis for the purpose of active loading and unloading the vessel serving Round Island. The location of LICENSEE'S loading zone on Lot 30 shall be determined by the CITY, from time to time, provided however, that, at all times, LICENSEE'S loading zone shall be a minimum of 8.5' x 20' in size and shall be accessible by vehicle from Mechanic Street.
5. CITY also hereby grants unto LICENSEE an exclusive right and license to install and maintain a trash receptacle and receptacle enclosure on Lot 30 on a 24-hours per day/7-days per week basis for purposes of temporarily storing refuse generated from the use and occupancy of Round Island until removal by the Department of Public Works in accordance with the normal solid waste removal practices of the CITY. The type and location of the trash receptacle and its enclosure shall be subject to the approval of the CITY's public works director.
6. CITY also hereby grants unto LICENSEE an exclusive right and license to install and maintain a mailbox on the Lot 30 on a 24-hours per day/7-days per week basis for purposes of receiving mail delivery from the United States Postal Service and other couriers and delivery services. The mailbox shall be accessible from Mechanic Street at a location as shall be determined by the CITY.
7. CITY further hereby grants unto LICENSEE a non-exclusive right and license to use other portions of Lot 30 for purposes of ingress and egress, by foot and vehicle, motorized and otherwise, for access and egress to and from Mechanic Street and the Dock, the loading zone, the trash receptacle and the mailbox dedicated to the LICENSEE, but not for parking of any motor vehicle other than the use of the loading zone by one vehicle provided for in item #4 above.
8. If, during the Term of this License Agreement, the CITY redevelops Lot 30 in a fashion that would prevent the continued presence of the Dock, trash receptacle and mailbox (and access), upon three (3) months written notice, and subject to required permitting, the CITY may relocate the Dock, trash receptacle and mailbox (and access) to the property at 95 Mechanic Street or an equivalent location on other CITY owned property that is suitable for relocation of the Dock. The CITY and the LICENSEE shall equally share in the cost of relocating the Dock.
9. As a condition hereof, the LICENSEE agrees as follows:
 - (a) In compensation for the Dock license, to pay annually, in advance, to the City the sum of Five Thousand Dollars (\$5,000.00) (the "Annual

Fee”). Beginning on the first anniversary of the Commencement Date and on each subsequent anniversary date of the Commencement Date (each, an “Anniversary Date”), the Annual Fee shall be adjusted by the change, if any, in the Consumer Price Index for all Urban Consumers (“All Items – Boston-Brockton-Nashua 1982-1984 = 100”) of the U.S. Bureau of Labor Statistics which was most recently published prior to the Anniversary Date for the 1-year period prior thereto.

- (b) To maintain the mailbox and the trash receptacle, for which no separate consideration is paid, in a clean and sanitary condition at all times.
- (c) The Annual Fee for the first year of the Term (as hereinafter defined) shall be due and payable on the Commencement Date (as hereinafter defined). The Annual Fee for each subsequent year of the Term shall be due and payable on the Anniversary Date of the Commencement Date each year.

10. The rights and licenses granted herein are granted for a term of twenty (20) years (the “Term”) commencing upon the completion of the Dock by the LICENSEE when the Dock becomes available for use and occupancy by the LICENSEE (the “Commencement Date”). The Commencement Date shall be memorialized in writing by the CITY and the LICENSEE. Thereafter, this License may be renewed for additional terms of up to five (5) years each by mutual agreement of the parties but neither party shall be under any obligation to agree to a renewal.

11. Indemnification

- (a) Except as to Hazardous Material as provided in Subsection 11(b) below, LICENSEE shall indemnify, defend and hold harmless CITY from and against any and all claims, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney fees, liabilities, and other losses, resulting from or arising out of (a) any accident, injury, death, loss or damage whatsoever, caused to any person or property occurring during the term of this License Agreement or any renewal thereof, on or in connection with the use of the Dock, (b) any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this License Agreement or any renewal thereof on or about Lot 30 to the extent the same is caused by or resulting from the acts or omissions of the LICENSEE or any of its agents, contractors, servants, employees, or invitees. Notwithstanding the foregoing, LICENSEE shall not be required to indemnify, defend and hold CITY harmless to the extent that such injury, death, loss or damage arises out of or

results from any gross negligence or willful misconduct of the CITY or its employees, agents, representatives, invitees or contractors.

- (b) LICENSEE shall indemnify and hold harmless CITY from any and all claims judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney fees, liabilities, and other losses resulting from any Hazardous Material that, during or after the term of this License Agreement or any renewal thereof, is discharged from or on or under or to Lot 30 by LICENSEE or its agents, contractors, servants, employees or invitees except to the extent that any Hazardous Material existed on Lot 30 prior to the effective date hereof or was introduced to or discharged on or under Lot 30 by the CITY or its employees, agents, representatives, invitees and contractors or by third parties outside the control of the LICENSEE. "Hazardous Materials" as used in this section, means any hazardous or toxic material, substance or waste which is defined by those or similar terms and is regulated as such under any statute, law, ordinance, rule or regulation of any local, state, or federal authority having jurisdiction over Lot 30 or its use including, without limitation, any material, substance, waste which is (a) defined as hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 USC §1317) as amended; (b) defined as hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (4 USC §1609, et. seq.) as amended; (c) defined as hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et. seq.) as amended; (d) defined as hazardous waste under New Hampshire RSA 147-A:2; or (e) defined as hazardous material under New Hampshire RSA 147-B:2.

12. This License Agreement is appurtenant to the premises of Lot 30 and Round Island and shall run with the land of each said Property and shall be binding upon and inure to the benefit of the owners of each such property and their respective successors and assigns. This License may not be assigned or transferred to any person or entity other than the owner of Round Island. This License may not be assigned or transferred without the prior written consent of the CITY, authorized by its City Manager; provided; however that such consent shall not be unreasonably withheld or delayed. In the event the LICENSEE desires to assign or transfer this License Agreement, LICENSEE shall give written notice (the "Notice") of its intent to do so to the City Manager by certified mail, return receipt requested, postage prepaid. The notice shall state in bold, uppercase letters that the City Manager has thirty (30) days in which to respond to the Notice in accordance to the terms of this paragraph. A copy of this License Agreement shall be appended to the Notice. The City Manager shall have thirty (30) days within which to approve or disapprove of the proposed assignment. If the City Manager shall fail to approve or disapprove the proposed assignment or transfer within said thirty (30) day period, the proposed

assignment or transfer shall be conclusively deemed approved by the City Manager and the LICENSEE may assign or transfer the license accordingly. Provided, further, that the within restrictions against assignment and transfer shall not apply to any transfer between the existing LICENSEE and to any Lassen Family Member or any trust or other entity established by the LICENSEE for estate planning or other similar purposes where one or both of the current beneficiaries of the LICENSEE or one or more Lassen Family Member retains a beneficial membership therein (the "Lassen Family Member") as used herein shall mean Charles L. Lassen, Susan E. Lassen, any issue of one or both of them, the spouse of any such issue and all persons who are related by consanguinity or affinity to such issue or the spouse of such issue. Upon conveyance of Round Island, the seller under such conveyance shall thereafter be relieved of all obligations and liabilities created under this License Agreement except with regard to any liability for damages or any breach of such obligations occurring prior to the conveyance.

42.13. Pursuant to NH RSA 72:23 I.(b)(1), LICENSEE shall pay all properly assessed real and personal property taxes with respect to that interest in Lot 30 that is the subject of this License Agreement. The failure of LICENSEE to pay the duly assessed taxes when due shall be cause to terminate this License Agreement by the City. Provided, however, the obligation of the LICENSEE to pay said taxes shall be deemed satisfied by the payment of the Annual Fee due under Section 9 herein.

CERTIFICATE OF TRUSTEES

The undersigned, CHARLES L. LASSEN and SUSAN E LASSEN, CO-TRUSTEES OF THE CHARLES L. LASSEN REVOCABLE LIVING TRUST, have full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any Trust Asset paid to any current or former trustee for a conveyance thereof and said trust has not been terminated or amended.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this License Agreement has been executed by the parties this _____ day of ~~May~~November, 201~~7~~8.

CITY OF PORTSMOUTH

By:

John P. Bohenko, City Manager
Pursuant to the Vote of the Portsmouth
City Council on November 20, 2017 and
May____, 2018

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
201~~7~~8

MayNovember____,

Then, personally, appeared the above-named John P. Bohenko, City Manager of the City of Portsmouth, known to me or satisfactorily proven to be the person who executed the foregoing instrument and acknowledged that he did so of his own free act and deed and the free act and deed of the City on whose behalf he is duly authorized to act and for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

IN WITNESS WHEREOF, this License Agreement has been executed by the parties this _____ day of ~~November~~May, 2017~~8~~.

Charles L. Lassen, Co-Trustee of the
Charles L. Lassen Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
2017

May~~November~~ _____,

Then, personally, appeared before me the above-named Charles L. Lassen, Co-Trustee of the Charles L. Lassen Revocable Trust and acknowledged that he executed the within instrument as his free act and deed and that of the Trust..

Notary Public/Justice of the Peace
My commission expires:

Susan E. Lassen, Co-Trustee of the
Charles L. Lassen Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
2017~~8~~

May~~November~~ _____,

Then, personally, appeared before me the above-named Susan E. Lassen Co-Trustee of the Charles L. Lassen Revocable Trust and acknowledged that she executed the within instrument as her free act and deed and that of the Trust.

Notary Public/Justice of the Peace
My commission expires:

Return to:
City of Portsmouth
ATTN: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

LICENSE AGREEMENT

FOR VALUE RECEIVED and in consideration of the mutual obligations contained herein, the **CITY OF PORTSMOUTH**, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“CITY”) and **CHARLES L. LASSEN, CO-TRUSTEE** and **SUSAN E LASSEN, CO-TRUSTEE OF THE CHARLES L. LASSEN REVOCABLE LIVING TRUST** of One Round Island, Portsmouth, New Hampshire 03801 (collectively the “LICENSEE”) hereby enter into this License Agreement on behalf of themselves and their successors and assigns.

WHEREAS, LICENSEE is the owner of certain land and improvements thereon, consisting of a .013 acre island in the Piscataqua River in the City of Portsmouth, County of Rockingham and State of New Hampshire, identified as Map 207, Lot 1 on the tax maps on the City of Portsmouth and more particularly described in the deed of Janet L. Park to Charles L. Lassen, Trustee, et. al. dated January 15, 2007 and recorded in the Rockingham County Registry of Deeds at Book 4755, Page 1229, and known as Round Island (hereinafter, “Round Island”); and

WHEREAS, the CITY is the owner of certain land and improvements thereon located at and known as 113 Mechanic Street, City of Portsmouth, County of Rockingham, State of New Hampshire, 03801, identified as Map 103, Lot 30 on the Tax Maps of the City of Portsmouth (hereinafter, “Lot 30”), and

WHEREAS, Lot 30 abuts the Piscataqua River and lies approximately 350 yards from Round Island; and

WHEREAS, the Lot 30 has traditionally been used for marine related activities; and

WHEREAS, Round Island is a unique property within the boundaries of the City of Portsmouth in that it is the only island that is inhabited and used as a year-round residence that does not have access to the mainland by land or bridge or otherwise except by way of watercraft; and

NOW THEREFORE, in consideration of the mutual premises and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. This License Agreement is given for the purposes of allowing the LICENSEE to construct, install and maintain a docking facility (hereinafter, the "Dock") adjacent to and connected with Lot 30 and to use the Dock to tie up and dock a single water craft used and to be used for ingress and egress to Round Island. This License Agreement is also given for the purposes of allowing the LICENSEE utilize Lot 30 for ingress and egress to the Dock by foot and motor vehicle, to allow the LICENSEE to maintain a mailbox on the property for purposes of receiving deliveries from the United States Postal Service and other delivery services and to allow the LICENSEE to maintain a trash receptacle on Lot 30 for personal refuse generated in conjunction with the use and occupancy of Round Island.
2. CITY hereby grants unto LICENSEE an exclusive right and license to construct, install, maintain and use the Dock and a single boat slip attendant thereto to be constructed on and adjacent to southerly seawall of Lot 30 on a 24-hours per day/7-days per week basis, for purposes of tying up and docking a single watercraft used and to be used to travel to and from Round Island. Subject to modifications imposed during the permitting process, the Dock shall consist of an 8' x 15' wooden floating structure; two (2) float pilings and one (1) fender piling; a three foot wide metal gangway to be self-supporting or mounted to the inner easterly seawall; and an opening in the fencing situated at the top of the seawall on Lot 30 at the end of the gangway. The Dock shall be located along the eastern most frontage of the southerly seawall so as to maximize the water depth surrounding the Dock throughout the day. All materials, hardware, guardrails and fixed fenders shall be appropriate for a working dock in use on a 24-hours per day/ 7-days per week basis designed for a minimum life span of twenty (20) years. Upon completion of the Dock, as partial consideration for this License Agreement, it shall become the property of the CITY.
3. The LICENSEE shall be responsible for and pay all costs of the design, permitting, construction and installation of the Dock and trash receptacle. CITY and LICENSEE acknowledge and agree that the final components, dimensions, configuration, orientation and location of the Dock will not be determined until the completion of the permitting process envisioned by this Section. Final design and location of the Dock shall be subject to the approval of the CITY MANAGER. The CITY shall cooperate with the LICENSEE in applying for and obtaining all permits and approval necessary to construct the Dock and trash receptacle including, without limitation, those permits and approvals required by

the New Hampshire Department of Environmental Services and the United States Army Corps of Engineers.

4. CITY also hereby grants unto LICENSEE an exclusive right and license for a loading zone for one motor vehicle on Lot 30 on a 24-hours per day/7-days per week basis for the purpose of active loading and unloading the vessel serving Round Island. The location of LICENSEE'S loading zone on Lot 30 shall be determined by the CITY, from time to time, provided however, that, at all times, LICENSEE'S loading zone shall be a minimum of 8.5' x 20' in size and shall be accessible by vehicle from Mechanic Street.
5. CITY also hereby grants unto LICENSEE an exclusive right and license to install and maintain a trash receptacle and receptacle enclosure on Lot 30 on a 24-hours per day/7-days per week basis for purposes of temporarily storing refuse generated from the use and occupancy of Round Island until removal by the Department of Public Works in accordance with the normal solid waste removal practices of the CITY. The type and location of the trash receptacle and its enclosure shall be subject to the approval of the CITY's public works director.
6. CITY also hereby grants unto LICENSEE an exclusive right and license to install and maintain a mailbox on the Lot 30 on a 24-hours per day/7-days per week basis for purposes of receiving mail delivery from the United States Postal Service and other couriers and delivery services. The mailbox shall be accessible from Mechanic Street at a location as shall be determined by the CITY.
7. CITY further hereby grants unto LICENSEE a non-exclusive right and license to use other portions of Lot 30 for purposes of ingress and egress, by foot and vehicle, motorized and otherwise, for access and egress to and from Mechanic Street and the Dock, the loading zone, the trash receptacle and the mailbox dedicated to the LICENSEE, but not for parking of any motor vehicle other than the use of the loading zone by one vehicle provided for in item #4 above.
8. If, during the Term of this License Agreement, the CITY redevelops Lot 30 in a fashion that would prevent the continued presence of the Dock, trash receptacle and mailbox (and access), upon three (3) months written notice, and subject to required permitting, the CITY may relocate the Dock, trash receptacle and mailbox (and access) to the property at 95 Mechanic Street or an equivalent location on other CITY owned property that is suitable for relocation of the Dock. The CITY and the LICENSEE shall equally share in the cost of relocating the Dock.
9. As a condition hereof, the LICENSEE agrees as follows:
 - (a) In compensation for the Dock license, to pay annually, in advance, to the City the sum of Five Thousand Dollars (\$5,000.00) (the "Annual

Fee”). Beginning on the first anniversary of the Commencement Date and on each subsequent anniversary date of the Commencement Date (each, an “Anniversary Date”), the Annual Fee shall be adjusted by the change, if any, in the Consumer Price Index for all Urban Consumers (“All Items – Boston-Brockton-Nashua 1982-1984 = 100”) of the U.S. Bureau of Labor Statistics which was most recently published prior to the Anniversary Date for the 1-year period prior thereto.

- (b) To maintain the mailbox and the trash receptacle, for which no separate consideration is paid, in a clean and sanitary condition at all times.
- (c) The Annual Fee for the first year of the Term (as hereinafter defined) shall be due and payable on the Commencement Date (as hereinafter defined). The Annual Fee for each subsequent year of the Term shall be due and payable on the Anniversary Date of the Commencement Date each year.

10. The rights and licenses granted herein are granted for a term of twenty (20) years (the “Term”) commencing upon the completion of the Dock by the LICENSEE when the Dock becomes available for use and occupancy by the LICENSEE (the “Commencement Date”). The Commencement Date shall be memorialized in writing by the CITY and the LICENSEE. Thereafter, this License may be renewed for additional terms of up to five (5) years each by mutual agreement of the parties but neither party shall be under any obligation to agree to a renewal.

11. Indemnification

- (a) Except as to Hazardous Material as provided in Subsection 11(b) below, LICENSEE shall indemnify, defend and hold harmless CITY from and against any and all claims, judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney fees, liabilities, and other losses, resulting from or arising out of (a) any accident, injury, death, loss or damage whatsoever, caused to any person or property occurring during the term of this License Agreement or any renewal thereof, on or in connection with the use of the Dock, (b) any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this License Agreement or any renewal thereof on or about Lot 30 to the extent the same is caused by or resulting from the acts or omissions of the LICENSEE or any of its agents, contractors, servants, employees, or invitees. Notwithstanding the foregoing, LICENSEE shall not be required to indemnify, defend and hold CITY harmless to the extent that such injury, death, loss or damage arises out of or

results from any gross negligence or willful misconduct of the CITY or its employees, agents, representatives, invitees or contractors.

- (b) LICENSEE shall indemnify and hold harmless CITY from any and all claims judgments, losses, damages, costs and expenses, including, without limitation, reasonable attorney fees, liabilities, and other losses resulting from any Hazardous Material that, during or after the term of this License Agreement or any renewal thereof, is discharged from or on or under or to Lot 30 by LICENSEE or its agents, contractors, servants, employees or invitees except to the extent that any Hazardous Material existed on Lot 30 prior to the effective date hereof or was introduced to or discharged on or under Lot 30 by the CITY or its employees, agents, representatives, invitees and contractors or by third parties outside the control of the LICENSEE. "Hazardous Materials" as used in this section, means any hazardous or toxic material, substance or waste which is defined by those or similar terms and is regulated as such under any statute, law, ordinance, rule or regulation of any local, state, or federal authority having jurisdiction over Lot 30 or its use including, without limitation, any material, substance, waste which is (a) defined as hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 USC §1317) as amended; (b) defined as hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (4 USC §1609, et. seq.) as amended; (c) defined as hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et. seq.) as amended; (d) defined as hazardous waste under New Hampshire RSA 147-A:2; or (e) defined as hazardous material under New Hampshire RSA 147-B:2.

12. This License Agreement is appurtenant to the premises of Lot 30 and Round Island and shall run with the land of each said Property and shall be binding upon and inure to the benefit of the owners of each such property and their respective successors and assigns. This License may not be assigned or transferred to any person or entity other than the owner of Round Island. This License may not be assigned or transferred without the prior written consent of the CITY, authorized by its City Manager; provided; however that such consent shall not be unreasonably withheld or delayed. In the event the LICENSEE desires to assign or transfer this License Agreement, LICENSEE shall give written notice (the "Notice") of its intent to do so to the City Manager by certified mail, return receipt requested, postage prepaid. The notice shall state in bold, uppercase letters that the City Manager has thirty (30) days in which to respond to the Notice in accordance to the terms of this paragraph. A copy of this License Agreement shall be appended to the Notice. The City Manager shall have thirty (30) days within which to approve or disapprove of the proposed assignment. If the City Manager shall fail to approve or disapprove the proposed assignment or transfer within said thirty (30) day period, the proposed

assignment or transfer shall be conclusively deemed approved by the City Manager and the LICENSEE may assign or transfer the license accordingly. Provided, further, that the within restrictions against assignment and transfer shall not apply to any transfer between the existing LICENSEE and to any Lassen Family Member or any trust or other entity established by the LICENSEE for estate planning or other similar purposes where one or both of the current beneficiaries of the LICENSEE or one or more Lassen Family Member retains a beneficial membership therein (the "Lassen Family Member") as used herein shall mean Charles L. Lassen, Susan E. Lassen, any issue of one or both of them, the spouse of any such issue and all persons who are related by consanguinity or affinity to such issue or the spouse of such issue. Upon conveyance of Round Island, the seller under such conveyance shall thereafter be relieved of all obligations and liabilities created under this License Agreement except with regard to any liability for damages or any breach of such obligations occurring prior to the conveyance.

13. Pursuant to NH RSA 72:23 I.(b)(1), LICENSEE shall pay all properly assessed real and personal property taxes with respect to that interest in Lot 30 that is the subject of this License Agreement. The failure of LICENSEE to pay the duly assessed taxes when due shall be cause to terminate this License Agreement by the City. Provided, however, the obligation of the LICENSEE to pay said taxes shall be deemed satisfied by the payment of the Annual Fee due under Section 9 herein.

CERTIFICATE OF TRUSTEES

The undersigned, CHARLES L. LASSEN and SUSAN E LASSEN, CO-TRUSTEES OF THE CHARLES L. LASSEN REVOCABLE LIVING TRUST, have full and absolute power in said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any Trust Asset paid to any current or former trustee for a conveyance thereof and said trust has not been terminated or amended.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this License Agreement has been executed by the parties this ____ day of May, 2018.

CITY OF PORTSMOUTH

By: _____
John P. Bohenko, City Manager
Pursuant to the Vote of the Portsmouth
City Council on November 20, 2017 and
May ____, 2018

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

May ____, 2018

Then, personally, appeared the above-named John P. Bohenko, City Manager of the City of Portsmouth, known to me or satisfactorily proven to be the person who executed the foregoing instrument and acknowledged that he did so of his own free act and deed and the free act and deed of the City on whose behalf he is duly authorized to act and for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

IN WITNESS WHEREOF, this License Agreement has been executed by the parties this _____ day of May, 2018.

Charles L. Lassen, Co-Trustee of the
Charles L. Lassen Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

May ____, 2018

Then, personally, appeared before me the above-named Charles L. Lassen, Co-Trustee of the Charles L. Lassen Revocable Trust and acknowledged that he executed the within instrument as his free act and deed and that of the Trust..

Notary Public/Justice of the Peace
My commission expires:

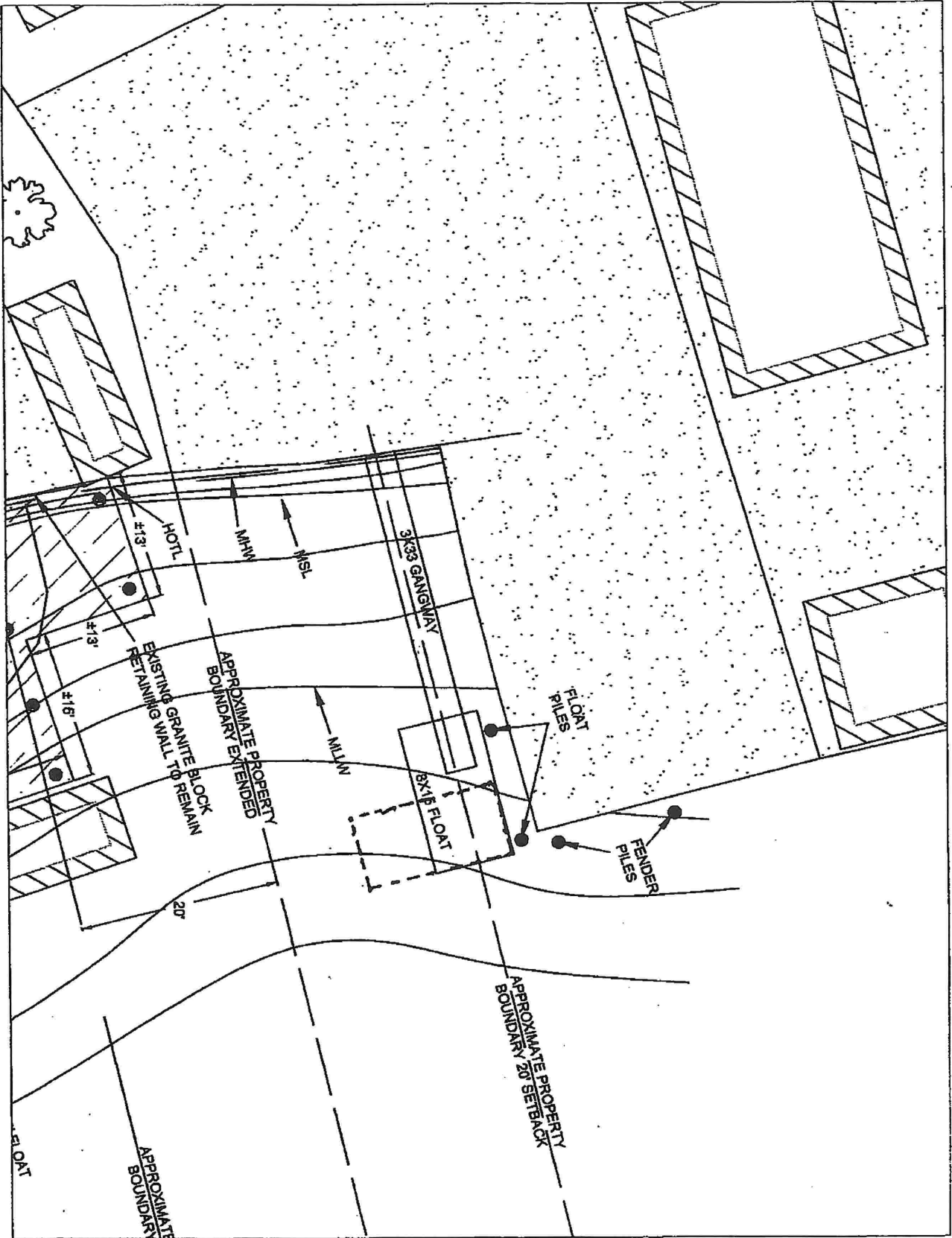
Susan E. Lassen, Co-Trustee of the
Charles L. Lassen Revocable Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

May ____, 2018

Then, personally, appeared before me the above-named Susan E. Lassen Co-Trustee of the Charles L. Lassen Revocable Trust and acknowledged that she executed the within instrument as her free act and deed and that of the Trust.

Notary Public/Justice of the Peace
My commission expires:



1

Event Listing by Date

Starting Date: 5/ 7/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
5/27/2018 5/27/2018	FUND Lilia-Potter-Schwartz is the contact for this event. This is a triathlon which begins at Portsmouth High School	Portsmouth High School	Education to All Children	11/20/2017
6/ 2/2018 6/ 2/2018	RACE Melissa Vetter is the contact for this event. Tel. (603)661-6168	Dondero Elementary School	Dondero PTA	3/19/2018
6/ 9/2018 6/ 9/2018	FESTIVAL Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m.	Market Square	Market Square Day - Pro Portsm	8/21/2017
6/ 9/2018 6/ 9/2018	ROAD RACE Starts in Market Square Barbara Massar is the contact for this event. The road race starts at 9:00 a.m. in Market Square		Market Square Road Race - Pro	8/21/2017
6/16/2018 6/16/2018	RACE Kaitly Stanton, Special Events Manager is the contact for this event. Raindate: June 17, 2018	Pleasant Street	Big Brothers Big Sisters of NH	9/18/2017
6/23/2018 6/23/2018	PRIDE This event begins at the Portsmouth Public Library and continues as one rainbow down the streets leading to Strawberry Banke.	Library to Strawberry Banke	Seacoast Outright	12/18/2017
6/23/2018 6/23/2018	ROAD RACE Contact: Stephanie Puls, Development Coordinator, Special Events spulis@komennewengland.org (774)-512-0403 This event begins and ends at Great Bay Community College	Great Bay Community College	Susan G. Komen New Hampshire R	10/ 2/2017
6/30/2018 6/30/2018	FUND Ezekiel Tappin is the contact for this event. Tel. (603) 315-9187	Market Square	Portsmouth Professional Fire F	4/16/2018
6/30/2018 6/30/2018	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/ 4/2018 7/ 4/2018	FUND Rick Mason is the contact for this event. Tel. (603)396-8604	Peirce Island	Veteran's Count - Pack & Boots	3/19/2018
7/ 7/2018 7/ 7/2018	FESTIVAL Barbara Massar is the contact for this event. This event is part of the Summer in Street Series. It begins at 5:00 p.m. to 9:30 p.m.	Downtown - Pleasant Street	Pro Portsmouth - Summer in the	8/21/2017

Event Listing by Date

Starting Date: 5/ 7/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
7/14/2018 7/14/2018	BIKE TOUR Chris Vlangas, Development Director is the contact. This event begins in Kittery, Maine and travels thru Portsmouth Event begins at 7:30 a.m. Contact Info: 800-757-0203	Shapleigh Middle School in Kittery, Maine	Cystic Fibrosis Foundation	2/ 5/2018
7/14/2018 7/14/2018	MUSIC Barbara Massar, Executive Director is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/21/2017
7/21/2018 7/21/2018	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	8/21/2017
7/28/2018 7/28/2018	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	8/21/2017
8/11/2018 8/11/2018	BOAT Molly Bolster of the Gundalow is the contact for this event. director@gundalow.org	Peirce Island Boat Launch	Round Island Regatta	2/ 5/2018
8/11/2018 8/11/2018	FUND Ezekiel Tappin is the contact for this event. tel. (603) 315-9187	Market Square	Portsmouth Professional Fire F	4/16/2018
8/25/2018 8/25/2018	BIKE TOUR Emily Christian, Logistics Manager is the contact for this event.	Route 1A South	National Multiple Sclerosis So	11/20/2017
9/15/2018 9/15/2018	WALK Ken La Valley, Chair Registration begins at 8:30 a.m.	Little Harbour School - Begin and End	American Foundation for Suicid	2/ 5/2018
9/16/2018 9/16/2018	RACE Jennie Halstead, Executive Director is the contact. This race begins at 7:30 a.m. with registration Start of the race: 9:00 a.m.	Portsmouth Middle School	My Breast Cancer Support	12/18/2017
9/22/2018 9/23/2018	BIKE TOUR Donna Hepp is the contact for this event. This event travels through Portsmouth over a 2-day period.	Travelling thru Portsmouth	Granite State Wheelman Bicycle	4/ 2/2018
9/22/2018 9/23/2018	TOUR Caroline Piper is the contact for this event. Tel. (603) 686-4338 This is a two day event.	South End Neighborhood	Friends of the South End	2/ 5/2018
9/23/2018 9/23/2018	WALK Kate Corriveau is the contact for this event. Registration begins at 8:30 a.m. Walk Kicks Off at 10:00 a.m.	Little Harbour School - begin and end	Alzheimer's Association	2/ 5/2018

Run: 5/03/18
9:27AM

Event Listing by Date

Page: 3

Starting Date: 5/ 7/2018

Ending Date: 12/31/2018

Start End	Type Description	Location	Requestor	Vote Date
9/29/2018 9/30/2018	FESTIVAL Bruce MacIntyre is the contact for this event.	Market Square	Portsmouth Maritime Folk Festi	3/ 5/2018
10/ 7/2018 10/ 7/2018	RACE 6th Annual Memorial Bridge 5 K - Prescott Park Arts Festival and Seacoast Community School 10:00 a.m. to 11:30 a.m.	Memorial Bridge	Prescott Park Arts Festival	2/20/2018
11/11/2018 11/11/2018	RACE Jay Diener, Co-Race Director Tel. (603) 758-1177 This race will start at 8:00 a.m. with walkers Runners will start at 8:30 a.m.	Begins and Ends at Portsmouth High School	Seacoast Half Marathon	4/ 2/2018

Memo

To: John P. Bohenko, City Manager
From: Rosann Lentz, City Assessor
cc: Judith Belanger, Finance Director
Date: April 30, 2018
Re: Report Back on Solar, Wood Heating and Wind Powered Exemptions

Below is the report back on the above referenced exemptions per Councilor Denton's request.

RSA 72:62 Exemption for Solar Energy Systems - On November 21, 2011, the Portsmouth City Council re-adopted the following elements for the Solar Energy System Exemption due to the prior exemption adopted in 1977 being out of date.

1. Exemption from assessed value of property (rather than tax).
2. Solar equipment costs are documented.
3. 5 year term.
4. Cap of \$25,000 per year off assessed value of property.
5. Applies to April 1, 2011 tax year and subsequent year.
6. Expires upon sale of property.

For FY 2018/TY 2017, there was one solar exemption granted and for FY 2019/TY 2018 14 additional request for the solar exemption have been filed with the assessor's office.

RSA 72:70 Exemption for Wood Heating Energy Systems

Currently, the City has not adopted the wood energy heating system exemption and the City Assessor has none identified.

RSA 72:65 Exemption for Wind-Powered Energy Systems

Currently, the City has not adopted the wind-powered exemption and the City Assessor has none identified.

I have attached for your information a Town/City Comparison completed by the NH Department of Revenue Administration indicating what other communities grant for these exemptions.

MUNICIPALITIES WITH A SOLAR EXEMPTION

TOTAL NUMBER OF MUNICIPALITIES

135

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Allenstown	2016	12	See note	100% of Assessed Value
Alstead	2015	21	See note	100% of Assessed Value
Alton	1978	1	See note	1/2 the Cost of Installation
Amherst	1976	20	See note	Based on Cost of Equipment.
Andover	2013	20	See note	100% of Assessed Value
Atkinson	2009	22	See note	Exemption amount based on Cost of Equipment and Installation
Barrington	2001	28	\$5,000	
Bedford	3/11/80	Town council	See note	Installation plus replacement cost
Belmont	2012	13	See note	100% of assessed value
Berlin	2012	35	See note	100% Assessed Value
Bethlehem	2011	25	See note	100% of assessed value up to \$25,000
Boscawen	2011	11	See note	100% of System's Assessed Value
Bow	2016	19	See note	100% of cost of equipment & installation of system
Bradford	2014	24	See note	100% of Assessed Value
Brookline	2016	16	See note	100% of Assessed Value
Campton	2010	26	See note	100% of improvement
Canaan	1983	2	\$50	

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Candia	2013	32	Note	100% of Assessed Value
Canterbury	1984	2	See note	100% of equalized assessed value up to \$5,000
Carroll	2017	28	See note	100% of Assessed Value.
Center Harbor	1978	1-B	See note	Exemption equal to Assessed Value of Energy System
Chester	1979	18	See note	Exemption equals 20% of base cost of system
Chesterfield	2011	30	See Note	100% up to \$20,000
Chichester	2010	17	See note	Full Assessed Value of Improvement and /or Equipment
Colebrook	2008	22	See note	100% of Assessed Value
Columbia	1977	14	See note	100% of Installation Cost
Conway	1981	8	See note	Exemption equals 100% Cost of System
Danville	2016	20	See note	100% of Assessed Value
Deering	2009	9	See note	100% of Assessed Value
Derry	2010	20	See note	100% of Assessed Value
Dorchester	2017	2	See note	100% of Assessed Value of Qualifying Equipment
Dublin	1978	2	See note	50% of Cost of System up to \$8,000
Dummer	2010	19	See note	Exemption shall equal the amount the value of the property is increased by the installation of such a system
Durham	2002	Town Council	See note	Cost of Equipment & Installation
East Kingston	1981	14	See note	Cost of the system

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Effingham	1981	16	See note	Exemption equals Assessed Value of System
Enfield	2008	16	See note	100% of assessed value of qualifying system
Epsom	2016	15	See note	100% of Assessed Value
Exeter	2014	24	See note	100% of Assessed Value
Farmington	1983	4	\$5,000	
Fitzwilliam	1981	2	See note	100% of Assessed Value
Francestown	2016	21	See note	100% of Assessed Value, if any.
Franconia	2010	18	See note	Exemption equals 100% of assessed value of qualifying equipment up to \$20,000
Fremont	2009	27	See note	100% of Assessed Value
Gilmanton	2009	19	See note	100% of the Full Assessed Value of the System
Goffstown	2015	14	See Note	100% Assessed Value
Goshen	2008	21	See note	Cost of System
Grafton	2012	22	See note	100% of Assessed Value
Grantham	2016	5	See note	100% of Assessed Value
Greenfield	2008	2	See note	Full Assessed Value of System
Hampton Falls	2014	21	See note	100% of cost of assessed value.
Harrisville	2009	17	See note	Exemption equals Up to \$20,000
Henniker	2017	24	See note	100% of Assessed Value

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Hillsborough	2011	21	See note	Exemption equals 100% of Assessed Value of qualifying system up to \$30,000
Holderness	1976	N/A	See note	Exemption equals Actual Cost of Improvement/System
Hollis	1979	n/a	See note	Exemption equals Up to \$5,000
Hopkinton	1976	4	See note	Exemption equals Value of System up to \$5,000
Hudson	2015	306-6	0	Ordinance per Jim Michaud 10/17/17.
Jaffrey	1979	27	See note	Exemption equals Up to \$10,000 of Assessed Value based on receipts for cost incurred to establish system
Keene	2017	R-18	See note	An amount equal to the assessed value up to \$30,000
Kensington	2013	16	See note	100% Assessed Value of qualified equipment
Kingston	2001	601	\$5,000	
Lancaster	1979	16	See note	Exemption equals Cost of Equipment
Langdon	2011	22	See note	100% of Assessed Value
Lebanon	2013	City council	See note	equal to any increase in incremental assessed value of the entire property attributable to the qualifying equipment under these statutes that is in excess of the property's assessed value...
Lee	2016	5	See note	100% of Assessed Value, if any.
Lincoln	2015	44	See note	Assessed Value of the system
Londonderry	2007	5	Up to \$5,000	
Lyman	2017	11	See note	100% of assessed value
Lyme	2008	20	See note	Exemption is "... equal to any increase in the assessed valuation that results from the installation of the system

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Madbury	2014	18	See note	100% of Assessed Value
Madison	2016	11	See note	100% of Assessed Value
Marlborough	2012	13	See note	100% of Assessed Value
Marlow	2013	16	See note	100% Cost of System
Mason	2015	18	See note	100% Assessed Value.
Meredith	2009	7	\$20,000	Cost of Installation
Milford	2016	24	See note	100% of Assessed Value; not to exceed \$10,000.
Mont Vernon	1980	3	See note	Exemption equals Value of equipment added to property
Nashua	2016	0-16-002	See note	Exemption equals Assessed Value
Nelson	2016	31	See note	100% of Assessed Value
New Boston	2008	17	See note	Exemption equals Full Assessed Value of Improvements
New Durham	1980	1	See note	Exemption equals 100% of Assessed Value of Improvement and/or Equipment
New Ipswich	2017	22	See note	Up to \$25,000 of Assessed Value
Newbury	2010	12	\$5,000	Up to \$5,000
Newfields	2015	7	See note	100% of Assessed Value
Newmarket	2006	3	See note	Exemption equals 100% of Cost of System and Installation
Newport	2010	11	See note	Equal to 100% of Value of System
Newton	2017	11	See note	\$1 of assessed value. Verified from town ballot. N
North Hampton	1979	9	\$1,000 per	

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Northwood	1977	7	See note	Exemption equals 75% of Cost
Ossipee	1981	2	See note	Cost of System up to \$1,000
Pelham	1982	2	\$10,000	Exemption equals 100% of Cost of System up to \$10,000
Pembroke	2015	13	See note	100% of the assessed value of qualifying equipment.
Piermont	2012	18	\$10,000	Exemption equals 100% up to \$10,000
Pittsfield	2016	31	See note	100% of Assessed Value
Plainfield	2008	9	See note	Exemption equals 100% of Value up to \$50,000
Plaistow	2016	16	See note	100% of Assessed Value
Plymouth	2010	14	See note	100% -cost not added to the assessed value
Portsmouth	2011	R15-2001	See note	Based on cost of equipment up to \$25,000 per year for 5 years. If property sells within the 5 yrs. The exemption is lost.
Randolph	2003	5	\$1,500	
Raymond	1982	2	\$2,100	Exemption \$2,100 each
Richmond	2017	6	See note	100% of assessed value
Rindge	1982	22	See note	Exemption equals Base on Cost
Rochester	2006	Res1	See note	100% of Assessed Value
Roxbury	2009	23	See note	Exemption equals Up to \$10,000
Rumney	1982	2	See note	Exemption equals 100% of Cost of System
Rye	2013	18	\$35,000	

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Salisbury	2016	14	See note	100% of Assessed Value
Sanbornton	1983	1	See note	Exemption equals 100% of Cost to Install and Purchase Equipment
Sandwich	1979	3	\$5,000	
Shelburne	2017	5	See note	100% of Assessed Value
South Hampton	2016	16	0	100% of Assessed Value
Springfield	2010	13	See note	100% of assessed value up to \$50K
Stoddard	2017	12	See note	100% UP TO \$15,000
Stratham	2008	7	See note	Exemption equals Up to \$20,000
Sugar Hill	2015	19	See note	100% Assessed Value up to \$20,000
Sunapee	2012	21	See note	100% & not assessed per town.
Surry	1977	6	See note	Exemption equals Amount per Assessor
Sutton	2017	16	See note	100% of Assessed Value
Swanzey	1977	45	See note	Exemption equals Up to \$5,000
Tamworth	2012	2	See note	100% of assessed value of equipment
Temple	2007	18	See note	Exemption equals increased assessed property value; if no increase to assessment; no exemption granted
Troy	2015	31	See note	100% of Assessed Value
Unity	2009	19	See note	100% of Assessed Value of qualifying equipment under these statutes or to a maximum of \$20,000
Wakefield	2017	18	See note	100% of Assessed Value.

MUNICIPALITY	ADOPTION YEAR	WA# / RES # / ORD #	SOLAR EXEMPTION AMOUNT	NOTES
Warner	2008	25	See note	Exemption equals 100% of Assessed Value up to \$35,000
Washington	1997	21	See note	Exemption equals 100% up to \$5,000 for cost of improvements
Weare	2008	38	See note	100% of Assessed Value
Webster	2012	19	See note	100% of increase in assessed value
Wentworth	2007	21	See note	100% of Assessed Value
Whitefield	2016	26	See note	100% of Assessed Value not to exceed \$50k
Wilton	2016	20	See note	100% of Assessed Value
Winchester	2008	25	See note	Exemption equals 100% of Value
Windham	2011	14	See note	Equals Increase in Property Value
Wolfeboro	2010	34	\$10,000	

MUNICIPALITY	ADOPTION YEAR	WA # / RES # / ORD #	WOOD-HTG EXEMPTION AMOUNT	NOTES
Lebanon	2013	City council	See note	equal to any increase in incremental assessed value of the entire property attributable to the qualifying equipment under these statutes that is in excess of the property's assessed value...
Madison	2016	11	See note	100% of Assessed Value
Marlborough	2012	13	See note	100% of Assessed Value
Marlow	2013	18	See note	Increase difference in Assessment is exemption amount
Newbury	2010	12	\$5,000	Up to \$5,000
Newmarket	2006	2	See note	Exemption equals 100% of Cost of System and Installation
Northwood	1985	2	See note	Exemption equals 75% of Cost
Pelham	1982	4	\$3,000	Exemption equals 100% of Cost of System up to \$3,000
Plaistow	1981	15	\$4,900	Exemption equals \$4,900 per person; based on square footage of house. 5/26/17 LM VM w/town to verify. N
Plymouth	2010	14	See note	100% -cost not added to the assessed value
Randolph	2003	7	\$1,500	
Richmond	2008	49	See note	Cost of system
Sanbornton	1983	3	See note	Exemption equals 100% of Cost to Install and Purchase Equipment
Sandwich	1982	10	\$5,000	
Sugar Hill	2015	18	See note	100% Assessed Value up to \$20,000
Tamworth	1980	1D	\$500	
Temple	2007	17	See note	Exemption equals increased assessed property value; if no increase to assessment, no exemption granted
Unity	2009	19	See note	100% of Assessed Value of qualifying equipment under these statutes or to a maximum of \$20,000
Wakefield	1983	2	\$1,000	
Washington	1997	21	See note	Exemption equals Hot Air equals \$2,000 / Hot Water equals \$3,000

MUNICIPALITY	ADOPTION YEAR	WA # / RES # / ORD #	WOOD-HTG EXEMPTION AMOUNT	NOTES
Winchester	2008	25	See note	Exemption equals 100% of Value
Windham	2011	16	See note	Equals Increase in Property Value

MUNICIPALITIES WITH A WIND-POWERED EXEMPTION

TOTAL NUMBER OF MUNICIPALITIES

68

MUNICIPALITIES	ADOPTION YEAR	WA # / RES # / ORD #	WIND-POWERED EXEMPTION AMOUNT	NOTES
Alstead	2015	22	See note	100% of Assessed Value
Andover	2013	20	See note	100% of Assessed Value
Atkinson	2009	23	See note	Exemption amount based on Cost of Equipment and Installation
Barrington	1981	16	\$5,000	
Bedford	3/11/80	Town council	See note	Installation plus replacement cost
Berlin	1986	City council	\$3,000	Date passed by city council 9/26/86, per Bryan on 5/25/17.
Bethlehem	2011	25	See note	100% of assessed value up to \$25,000
Boscawen	2011	11	See note	100% of System's Assessed Value
Bradford	2010	28	See note	100% of assessed value up to \$35,000
Campton	2010	26	See note	100% of improvement
Center Harbor	1978	1-C	See note	Exemption equal to Assessed Value of Energy System
Chester	1979	18	See note	Exemption equals 20% of base cost of system
Colebrook	2008	21	See note	100% of Assessed Value
Columbia	1977	13	See note	100% of Installation Cost
Conway	1981	9	See note	Exemption equals 100% Cost of System
Derry	2010	18	See note	100% of Assessed Value
Dummer	2010	19	See note	Exemption shall equal the amount the value of the property is increased by the installation of such a system
Effingham	1981	16	See note	Exemption equals Assessed Value of System
Enfield	2008	17	See note	100% of assessed value of qualifying system

MUNICIPALITIES	ADOPTION YEAR	WA # / RES # / ORD #	WIND-POWERED EXEMPTION AMOUNT	NOTES
Epsom	2016	14	See note	100% of Assessed Value
Franconia	2010	18	See note	Exemption equals 100% of assessed value of qualifying equipment up to \$20,000
Fremont	2009	28	See note	100% of Assessed Value
Gilmanton	2009	20	See note	100% of the Full Assessed Value of the System
Goshen	2008	22	See note	Cost of System
Grafton	2012	21	See note	100% of Assessed Value
Grantham	2016	6	See note	100% of Assessed Value
Greenfield	2008	2	See note	Full Assessed Value of System
Hampton Falls	2014	22	See note	100% of cost of assessed value.
Harrisville	2009	17	See note	Exemption equals Up to \$20,000
Henniker	1982	Ballot vote	See note	Exemption equals 50% of the Cost of the System up to \$10,000
Hillsborough	2011	22	See note	Exemption equals 100% of Assessed Value of qualifying system up to \$30,000
Hollis	2000	n/a	See note	Exemption equals Up to \$5,000
Keene	2017	R-18	See note	An amount equal to the cost, including installation, up to \$10,000
Kensington	2013	14	See note	100% Assessed Value of qualified equipment
Kingston	1980	42	\$150	
Langdon	2011	23	See note	100% of Assessed Value
Lebanon	2013	City council	See note	equal to any increase in incremental assessed value of the entire property attributable to the qualifying equipment under these statutes that is in excess of the property's assessed value...
Londonderry	2007	5	Up to \$5,000	

MUNICIPALITIES	ADOPTION YEAR	WA # / RES # / ORD #	WIND-POWERED EXEMPTION AMOUNT	NOTES
Madison	2016	11	See note	100% of Assessed Value
Marlborough	2012	13	See note	100% of Assessed Value
Marlow	2013	17	See note	100% Cost of System
Mason	1981	Ballot vote	See note	Exemption equals Amount to be determined by Selectmen
Meredith	2009	8	\$20,000	Cost of Installation
Mont Vernon	1980	2	See note	Exemption equals Value of equipment added to property
New Boston	2008	16	See note	Exemption equals Full Assessed Value of Improvements
Newbury	2010	12	\$5,000	Up to \$5,000
Newmarket	2006	4	See note	Exemption equals 100% of Cost of System and Installation
Newport	2010	12	See note	Equal to 100% of Value of System
Northwood	1978	4	See note	Exemption equals 75% of Cost
Piermont	2012	19	\$10,000	Exemption equals 100% up to \$10,000
Plainfield	2008	9	See note	Exemption equals 100% of Value up to \$50,000
Plymouth	2010	14	See note	100% -cost not added to the assessed value
Randolph	2003	6	\$1,500	
Richmond	2017	7	See note	100% of assessed value
Rochester	2006	Resl	See note	100% of Assessed Value
Roxbury	2009	23	See note	Exemption equals Up to \$10,000
Sanbornton	2008	16	See note	
Sandwich	1979	4	\$5,000	

MUNICIPALITIES	ADOPTION YEAR	WA # / RES # / ORD #	WIND-POWERED EXEMPTION AMOUNT	NOTES
Springfield	2010	13	See note	100% of assessed value up to \$50K
Stratham	2008	7	See note	Exemption equals Up to \$20,000
Tamworth	1980	1C	\$500	
Temple	2007	19	See note	Exemption equals increased assessed property value; if no increase to assessment; no exemption granted
Unity	2009	19	See note	100% of Assessed Value of qualifying equipment under these statutes or to a maximum of \$20,000
Wamer	2008	24	See note	Exemption equals 100% of Assessed Value up to \$35,000
Washington	1997	21	See note	Exemption equals 100% up to \$5,000 for cost of improvements
Winchester	2008	25	See note	Exemption equals 100% of Value
Windham	2011	15	See note	Equals Increase in Property Value
Wolfeboro	2008	31	\$5,000	

From: Judie A. Belanger
Sent: Thursday, April 19, 2018 5:12 PM
To: Doug Roberts
Cc: John P. Bohenko
Subject: Coakley Disclosure

Councilor Roberts,

I would like to take another opportunity to explain footnote #22 in the June 30, 2017 CAFR report regarding your question, "Did the auditor respond regarding whether the footnote was a sufficient disclosure?" I may not have been thorough in my explanation when we spoke before the council meeting began last Monday night as we had very little time to discuss. The Coakley Landfill is mentioned in several locations of the CAFR. When I agreed that the liability was not reported on the Balance Sheet, I was referring to the General Fund. I have listed below the page numbers in the June 30, 2017 CAFR of where the following statements and notes can be found. Please see my explanation as follows.

General Fund Balance Sheet (page 50) - You would not find any future liability for Coakley Landfill on the General Fund Balance sheet because this statement is prepared using the modified accrual basis of accounting and is designed to focus on near-term liquidity meaning assets and liabilities that are expected to be liquidate with current financial resources. There is no reporting of capital assets such as land and building nor the reporting of long-term liabilities such as debt service on this statement (see page 50 of the CAFR).

Notes of Coakley Landfill.

- Footnote #17B General Obligation Bonds and SRF loans (page 80) lists the outstanding balance of the two SRF loans associated with Coakley Landfill.
- Footnote #17D Bond Authorizations/Unissued (page 82) identifies the remaining bond/note authorization of \$4,641,897 – this is remaining from the 1995 amended borrowing resolution for Coakley Landfill.
- Footnote #19 Fund Balances (page 85) itemizes the breakdown of committed fund balance and identifies a reserve of \$619,644 for Coakley landfill. This reserve is reported in the total Committed Fund balance on the General Fund Balance Sheet on page 50.
- Footnote #17E Changes in Long-Term Liabilities (page 83) lists a contingent liability of \$1,440,000 for Coakley. Per the Auditor's working documents, due to a very highly uncertain nature of this liability, adjustment for interest were not included. This liability of \$1.4 million is however, reported on the Statement of Net Position

The Statement of Net Position (page 47) is prepared using all governmental activities (*combining General, Special Revenue, Capital, and Permanent Funds*) using the full accrued basis of accounting. The \$1,440,000 Coakley Liability is included in the \$6,903,383 "other liabilities, net of current portion".

Therefore, the Citywide financial statements and notes to the financial statements do address a contingent liability for the repayment of Federal funds. The adjusted amount (accrued interest) is not

recorded as this liability may not materialize. There is a sufficient bonding authorization available and an established reserve associated with Coakley. Prior to finalizing the audit, Coakley Landfill is discussed and the footnotes reviewed; the auditors agree that this is sufficient.

Please feel free to contact me on this issue if you have any additional questions.

Regards,

Judie Belanger

Director of Finance and Administration

City of Portsmouth

1 Junkins Ave

Portsmouth, NH 03801

603.610.7223

City of Portsmouth

Department of Public Works



TO: John P. Bohenko, City Manager
City Council, City of Portsmouth

FROM: Ben Fletcher- Director, Parking
Peter Rice- Director of Public Works

DATE: April 25, 2018

SUBJECT: **Parking Services Resource Center** at the Foundry Garage

MEMORANDUM

In an effort to activate the street side of the first floor of the Foundry Place Garage, the Garage Building Committee made the decision to include approximately 5,100 square feet of 'flex' space that could be used for offices or retail, believing that activating the street side of the first floor would draw people to use the facility, increase safety through reduction in loitering, and greatly improve the efficiency of Portsmouth's parking operations.

Commercial uses were considered for the space. However, given the fact that the tax-exempt bonds used to fund the facility limit any 'for profit' use of space, it was decided by the Garage Building Committee that using the space to centralize the Parking Division's Operations, Enforcement, Collections and Executive Management teams would be the best use of this space to serve the public. At present, the four branches of the Parking Division encompass a staff of fifty one (51) full and part time employees, with an anticipated expansion to eighty one (81) when the new facility is fully operational. Parking Division branch offices are spread between four locations throughout the City.

Separation of duties dictates that garage parking patrons are required to go to City Hall to apply for a parking contract or pay their monthly parking bill at the Parking Clerk's offices. Citation appeals, meter bag rentals and garage pass renewals must also take place at City Hall. Citizens wishing to take advantage of the EasyPark product must visit the Parking Enforcement Office at the Feaster Apartments and pay to park in order to purchase or update EasyPark accounts, while scheduled meetings with the Parking Director typically take place at the DPW offices located at 680 Peverly Hill Road. It warrants significant mention that the Parking Division receives regular input from patrons expressing frustration with having to travel to the various locations have requested that all services be provided from a central location.

Centrally-located offices that include equipment and supply storage, locker room space and an Employee break area will allow the entire Parking Division staff a modern, professional environment from which to do business. Additionally, it will increase the efficiency of staff and asset deployment, while offering a venue for regular meetings between the Department Team Leads and the Director.

Of the 5,100 square feet of 'Flex' space, the proposed Parking operations area is approximately 4,500 square feet. Current estimates for fitting out the space, including engineering and contingency, are approximately \$200 per square foot, roughly \$900,000.

M E M O R A N D U M

TO: John P. Bohenko, City Manager
FROM: David Moore, Assistant City Manager
DATE: May 2, 2018
RE: Public Comment Period for CDBG Program

Please allow this memorandum to serve as an update on the CDBG program Annual Plan and Budget process for FY 2019.

The FY 2019 CDBG Annual Plan and Budget Public Comment Period opened April 12 and will run through May 12, 2018. The City CDBG Citizens Advisory Committee held a public hearing on May 1, 2018. I have attached the draft CDBG budget and related information for the comment period. The City's Community Development website has a copy of the full draft annual plan as well as other postings and material related to the CDBG program and budgeting process.

<http://www.cityofportsmouth.com/community/community-development-block-grant#cdbgb>

In the coming fiscal year beginning July 1st, the City is expected to receive approximately \$513,000 in CDBG funds from U.S. Housing and Urban Development (HUD). The draft Annual Plan and Budget for FY 2019 designates funding for next year in several areas including accessibility improvements, improvements at facilities serving residents earning eligible incomes, multi-family housing, and low-mod area site improvements. Rolling applications for these programs are accepted throughout the year in the Community Development Department. Public service grants for public service agency grant rounds are advertised in January of each year.

Annually, the City's CDBG Citizens Advisory Committee is responsible for gathering public input; this happens beginning in January of each year and proceeds through the late winter and early spring culminating in this public comment period. An annual application is then submitted to HUD. Projects funded with CDBG funds must benefit residents who earn low or moderate incomes.

cc: Elise Annunziata, Community Development Coordinator

LEGAL NOTICE
NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING
PORTSMOUTH COMMUNITY DEVELOPMENT BLOCK GRANT
ANNUAL ACTION PLAN AND BUDGET

Notice is hereby given that the Portsmouth Citizens Advisory Committee will hold a 30-day comment period beginning on April 12, 2018 and ending on May 12, 2018 regarding the City FY 19 (HUD FY 18) Annual Action Plan and Community Development Block Grant Budget.

A public hearing to receive comments on the Action Plan and Budget will be held at 6:00 p.m. on Tuesday, May 1st in Conference Room A, Municipal Complex, 1 Junkins Avenue, Portsmouth.

The Action Plan describes the activities funded with Community Development Block Grant (CDBG) funds to meet the City's housing and community development needs as described in the City's Five-Year Consolidated Plan. CDBG funds are provided to the City by the U.S. Department of Housing and Urban Development for the purpose of benefitting residents who earn low and moderate incomes.

Copies of the Action Plan will be available at the City Community Development Department and Public Library during the public comment period. Any comments or questions regarding this document should be directed to Elise Annunziata, Community Development Coordinator at 610-7281.

Elise Annunziata
Community Development Coordinator
4/11/18

Annual Plan & Budget

FY 2019 BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT

--- DRAFT ---

4/11/2018

Projects/Programs	TOTAL	FY 19 Entitlement Grant	FY 18 Encumbered Entitlement Grant	Reprogrammed From FY18	REHAB	
					Revolving Loan Fund Current Balance	Projected FY 19 Program Income
Public Service Agency Grant Program	\$82,000	\$66,879	\$15,121			
Multi-Family Housing Rehabilitation						
Multi-Family Housing Rehab	\$107,398				\$107,398	
Public Facility Improvements						
Public Facilities (<i>unallocated</i>)	\$112,988	\$53,488		\$59,500		
Senior Center	\$500,000	\$110,000		\$350,000		\$40,000
Low-Mod Area Site and Facility Improvements	\$205,000	\$180,000	\$25,000			
Accessibility/Remove Barriers						
Citywide Accessibility Improvements (<i>unallocated</i>)	\$85,000			\$85,000		
PPMTV	\$65,000		\$50,000	\$15,000		
Administration						
General Administration	\$103,213	\$103,213				
TOTAL BUDGET	\$1,260,599	\$513,580	\$90,121	\$509,500	\$107,398	\$40,000

Est. HUD FY 2019 Entitlement Grant

\$513,580

**Total City Grants to Social Service Agencies
Funded from General Fund and Community Development Block Grant (CDBG) Program**

Outside Social Services Agency	FY 2018			FY 2019		
	Welfare	CDBG	Total	Welfare	CDBG	Total
				Welfare Department Budget City Manager Recommended	Citizens Advisory Committee Recommended to City Manager	Welfare Department and CDBG
AIDS Response	\$5,857	\$10,000	\$15,857	\$5,000	\$10,000	\$15,000
American Red Cross	\$1,000		\$1,000	\$1,000		\$1,000
Area Homecare & Family Services	\$11,000		\$11,000	\$11,000		\$11,000
CASA, Child Support/GAL Services	\$500		\$500	\$1,000		\$1,000
Central Veterans Council	\$1,000		\$1,000	\$1,000		\$1,000
Chase Home for Children		\$5,000	\$5,000		\$5,000	\$5,000
Child & Family Services of NH	\$2,083		\$2,083	\$2,083		\$2,083
Community Services/Families First (formerly InfoLink)	\$5,000		\$5,000	\$5,000		\$5,000
Cross Roads House, Inc.	\$40,000	\$17,000	\$57,000	\$50,000	\$17,000	\$67,000
Families First of the Greater Seacoast	\$8,000		\$8,000	\$10,000		\$10,000
Goodwin Health (formerly Families First), Dental Program		\$9,000	\$9,000		\$9,000	\$9,000
Friends Program/R S V P	\$5,000		\$5,000	\$5,000		\$5,000
Gather (formerly Seacoast Family Food Pantry)	\$5,000		\$5,000	\$5,000		\$5,000
HAVEN-Violence Prevention and Support Services	\$12,000	\$13,000	\$25,000	\$12,000	\$11,500	\$23,500
Meals on Wheels	\$7,500		\$7,500	\$10,000		\$10,000
New Generations	\$1,321		\$1,321	\$2,000		\$2,000
New Hampshire Legal Assistance					\$2,500	\$2,500
New Heights, Adventures for Teens		\$6,000	\$6,000		\$5,000	\$5,000
Portsmouth Housing Authority LTD, MC3 Program		\$6,000	\$6,000		\$6,000	\$6,000
Richie McFarland Children	\$5,000		\$5,000	\$6,000		\$6,000
Rockingham Community Action	\$20,000	\$7,000	\$27,000	\$21,500	\$7,000	\$28,500
Seacoast Big Brothers/Big Sisters	\$4,000		\$4,000	\$4,000		\$4,000
Seacoast Community School	\$19,545	\$9,000	\$28,545	\$19,545	\$9,000	\$28,545
Seacoast Family Promise	\$2,246		\$2,246	\$2,246		\$2,246
Seacoast Mental Health Center	\$10,000		\$10,000	\$10,000		\$10,000
Seacoast Pathways	\$1,000		\$1,000	\$2,000		\$2,000
Seacoast YMCA	\$1,000		\$1,000	\$1,000		\$1,000
TOTAL Grants	\$168,052	\$82,000	\$250,052	\$186,374	\$82,000	\$268,374



ISSUED FOR: CHANGE ORDER #4
 ISSUE DATE: APRIL 10, 2018
 REVISION: BY DATE
 1. NO. 1. DATE
 2. NO. 2. DATE
 3. NO. 3. DATE

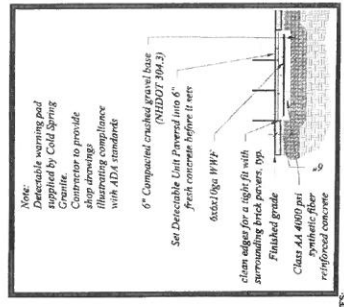
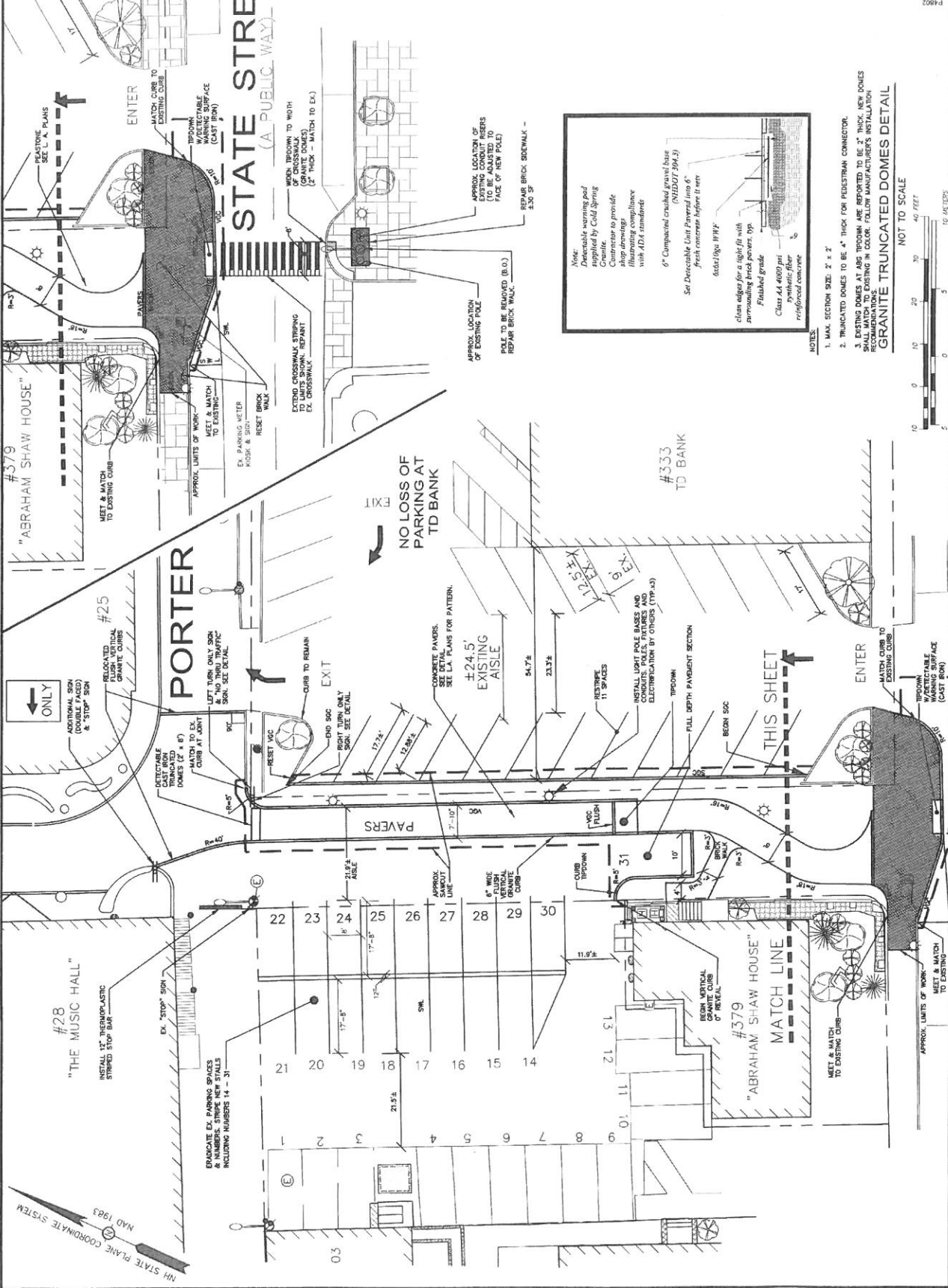
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 APPROVED BY: ESW
 DRAWING FILE: 002_0700_0206
 SCALE: 24" x 36" = 1" = 10'
 12" x 18" = 1" = 20'
 NOTES:



CITY OF PORTSMOUTH
 1 JENKINS AVENUE
 PORTSMOUTH, NH 03801

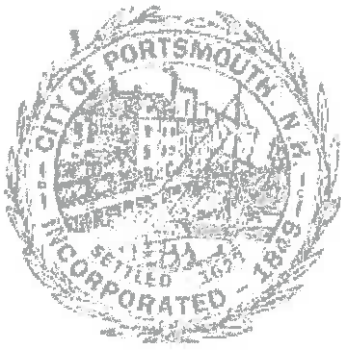
PROJECT: CHESTNUT STREET STREETSCAPE PROJECT
 BID #61-17
 CHANGE ORDER #4
 CHESTNUT STREET PEDESTRIAN CONNECTOR
 STATE STREET TO PORTER STREET

TITLE: SITE PLAN
 SHEET NUMBER: C-1



- NOTES:
- MAX. SECTION SIZE: 2' x 2'
 - TRUNCATED DOMES TO BE 4" THICK FOR PEDESTRIAN CONNECTOR.
 - EXISTING DOMES AT ABC TROOP ARE REPORTED TO BE 3" THICK NEW DOMES SMALL MATCH TO EXISTING IN COLOR. FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- GRANITE TRUNCATED DOMES DETAIL
- NOT TO SCALE
- 0 10 20 30 40 FEET
 0 3 10 METERS

P-0490



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application



Committee: HDC - AIT

Name: Cyrus Beer Telephone: 617-276-6488

Could you be contacted at work? YES/ NO - If so, telephone# 617-276-6488

Street address: 64 Mt. Vernon St

Mailing address (if different): _____

Email address (for clerk's office communication): cyrusbeer@hotmail.com

How long have you been a resident of Portsmouth? 6 yrs.

Occupational background:
Professional carpenter in Boston for 6+
years

Would you be able to commit to attending all meetings? YES/ NO

Reasons for wishing to continue serving: I believe that my
experience as a carpenter lends a
perspective that is useful to the board.
I enjoy serving. I like the other
people, and I like being of service and
giving something back to this town



Please list any organizations, groups, or other committees you are involved in:

None

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) Eric Spear Mt Vernon St 603-828-2521
Name, address, telephone number
- 2) Brendan Cooney Mt. Vernon St 603-682-8908
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

- 1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
- 2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
- 3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
- 4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
- 5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 4/15/18

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 06/01/2021
 Annual Number of Meetings: 2 (2017) Number of Meetings Absent: 0
 Date of Original Appointment: 11-20-17

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume along with this application



Committee: HISTORIC DISTRICT COMMISSION

Name: VINCENT LOMBARDI Telephone: 603-828-2324

Could you be contacted at work? YES/NO - If so, telephone# SAME

Street address: 75 ALDRICH RD, PORTSMOUTH, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): VLOMBARDI75@GMAIL.COM

How long have you been a resident of Portsmouth? 32 YEARS

Occupational background:

SEE ATTACHED

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: _____

SEE ATTACHED



Please list any organizations, groups, or other committees you are involved in:

SEE ATTACHED


Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) SEE ATTACHED
Name, address, telephone number

2) _____
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 4/14/18

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 06/01/2021
Annual Number of Meetings: 25 Number of Meetings Absent: 0
Date of Original Appointment: 8/9/19

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

USE OF CITY COUNCIL CHAMBERS & CITY HALL CONFERENCE ROOMS

CITY COUNCIL POLICY

Except as noted below the City Hall Conference rooms are non-public-fora. The fundamental purpose of these rooms is to implement the work of the City of Portsmouth government and to the extent relevant, the governmental work of the State and the Federal Government.

Government related activities, committees or non-profit organizations which are affiliated with the City are permitted. Although these activities will typically be Portsmouth based, they may include regional or statewide groups if they have a tangible connection with municipal government.

City Council and City staff usage have priority – the City reserves the right to cancel use by outside groups if the City Council or staff have an unanticipated need for facilities.

No other use is permitted.

City Council Chambers and Conference Room A:

During regular daytime business hours, the Council Chambers and Conference Room A may be used by any Portsmouth cultural, civic, educational, or non-profit group or organization.

The use of these rooms shall be subject to the following time, place and manner restrictions:

- City departments have scheduling priority
- Reservations cannot be made more than 90 days in advance
- Users are limited to 8 reservations per year
- 8 a.m. to 9 p.m. Monday-Thursday, 8 a.m.-1 p.m. Friday
- Audio-visual equipment will not be provided by the City
- No fees can be charged by the user unless the event is sponsored by the City
- Use of the room shall be free, but a deposit for custodial, maintenance or other City expenses, or as a security deposit, may be required
- Scheduling may be coordinated with the library, which also has available public conference rooms.

Custodial activities are limited to set up only; special requests for audio/visual equipment should be made well in advance of scheduled meetings. The availability of equipment is dependent on the needs of City Council and staff.

User is to contact the City Clerk's Office to determine availability of room and to reserve space. The user shall provide the City Clerk with the name and telephone number of a contact person.

DRAFT



McIntyre Project Public Input Process
- ESSENTIAL FRAMEWORK -
As of May 2, 2018 – Report Back from Steering Committee

A. PUBLIC REALM	Met	T.B.D.
<ul style="list-style-type: none"> ▪ Include easily adaptable public realm spaces that accommodate modestly-sized indoor and outdoor gathering space and a variety of activities and programming options for all ages. The public realm of the McIntyre should complement existing and planned Portsmouth assets (e.g. Market Square, Prescott Park, Vaughn-Bridge-Worth, etc.). 	<ul style="list-style-type: none"> ✓ Indoor space is allocated at 7,500 s.f., and adaptable ✓ Staircase to Chapel Court, stage platforms, play furniture, public art complement assets ✓ Passive/active areas included ✓ 4-season activity planned 	<ul style="list-style-type: none"> ☐ Consider public access to programming, particularly indoor space, through lease
<ul style="list-style-type: none"> ▪ Establish a highly walkable project buildout that creates interesting and varied pedestrian experiences (including public art and views) along all property edges and throughout/within the property. Make edges active and inviting. 	<ul style="list-style-type: none"> ✓ Access from Daniel, through McIntyre building, from Commercial Alley to Linden Way, and from Bow ✓ Perimeter walls removed to create access ✓ Penhallow sidewalks widened ✓ Public art and views are included 	<ul style="list-style-type: none"> ☐ Further define universally accessible routes of travel ☐ Consider how to accommodate increased pedestrian activity at Penhallow/Bow ☐ Consider Daniel St. improvements for enhanced pedestrian experience
<ul style="list-style-type: none"> ▪ Offer an opportunity for the public to access to the expansive elevated views of the downtown and waterfront. Preserve critical viewsheds from the street level experience. 	<ul style="list-style-type: none"> ✓ Accessible, elevated views included ✓ Penhallow view is enhanced; Bow and Daniel views preserved 	<ul style="list-style-type: none"> ☐ Consider use and accessibility of viewing area ☐ Also identify feasibility of McIntyre rooftop publicly accessible use

B. DESIGN	Met	T.B.D.
<ul style="list-style-type: none"> ▪ New architecture should reflect current design and sustainable construction technologies while respecting the historic characteristics and integrity of the site’s varying surroundings. Do not overshadow the McIntyre Building. 	<ul style="list-style-type: none"> ✓ Design intent to complement Bow streetscape and reflect current design at Linden Way 	<ul style="list-style-type: none"> <input type="checkbox"/> NPS, NH SHPO, and HDC to review <input type="checkbox"/> HDC to review design details of new construction (Sept.)
<ul style="list-style-type: none"> ▪ Provide multiple points of access along all sides of the parcel to ensure permeability through the site (especially at/through the existing McIntyre Building). 	<ul style="list-style-type: none"> ✓ Multiple, accessible paths of travel are included on multiple levels of site 	<ul style="list-style-type: none"> <input type="checkbox"/> NPS, NH SHPO, and HDC to review access through McIntyre bldg.
<ul style="list-style-type: none"> ▪ Design the site for maximum adaptability to future changes in markets and public benefit needs. For example, ground-floors of existing and proposed buildings shall be designed to ensure adaptability and evolution of use such that street life in and around the McIntyre site continues to be vibrant and brimming with activity. 	<ul style="list-style-type: none"> ✓ Open floor plan of interior space and adaptable marketplace spaces are included 	<ul style="list-style-type: none"> <input type="checkbox"/> Lease to consider input into evolution of uses <input type="checkbox"/> USPS to determine how it can adapt to proposed design <input type="checkbox"/> Establish governance committee to oversee changes
<ul style="list-style-type: none"> ▪ Advocate for interpretation of the Secretary of the Interior’s Standards that will allow for appropriate modification to character-defining features to invite public use and connect the building and site with its surroundings. 	<ul style="list-style-type: none"> ✓ Appropriate modifications are proposed (esp. removal of perimeter walls) ✓ Additional windows on Penhallow and conversion of Daniel St. window to door are proposed 	<ul style="list-style-type: none"> <input type="checkbox"/> Continued discussion with NPS, NH SHPO and HDC

C. TRANSPORTATION & PARKING	Met	T.B.D.
<ul style="list-style-type: none"> ▪ Consider important nearby transportation connections when designing public walk and path alignments through the property. 	<ul style="list-style-type: none"> ✓ Design has considered pedestrian and bicycle connections and path alignments 	<ul style="list-style-type: none"> <input type="checkbox"/> City to consider future use of Chapel Court <input type="checkbox"/> Consider future intersection of Bow, Penhallow, Ceres, and Market for pedestrian safety <input type="checkbox"/> Consider Daniel St. for potential pedestrian improvements
<ul style="list-style-type: none"> ▪ Reduce the need for on-site parking. Provide transportation and parking options, both external and internal to the site, designed to reduce reliance on personal cars. 	<ul style="list-style-type: none"> ✓ Site design limits on-site parking, provides shuttle stop locations, bicycle racks 	<ul style="list-style-type: none"> <input type="checkbox"/> Transportation demand management (TDM) to be addressed in lease, subleases <input type="checkbox"/> Point-to-point shuttle/rideshare service to be considered
<ul style="list-style-type: none"> ▪ Define the types of on-site, practical accommodations for arrival/departure integrated into the site development in support of alternative modes of transportation and new consumption and distribution patterns, planning for future trends in transportation. 	<ul style="list-style-type: none"> ✓ Shuttle/rideshare arrival/departure areas included ✓ Shared loading 	<ul style="list-style-type: none"> <input type="checkbox"/> USPS needs and future access needs further consideration <input type="checkbox"/> Point-to-point shuttle/rideshare service to be considered
<ul style="list-style-type: none"> ▪ Minimize/eliminate surface (vs. covered) parking. 	<ul style="list-style-type: none"> ✓ Surface parking is eliminated 	
<ul style="list-style-type: none"> ▪ Minimize vehicular traffic into the site – limit to deliveries, public safety, and very slow travel. 	<ul style="list-style-type: none"> ✓ Vehicular traffic into the site limited ✓ Shared (“woonerf”) access road for fire, delivery 	<ul style="list-style-type: none"> <input type="checkbox"/> Detailed site plan to be reviewed by TAC, Planning Board

D. PUBLIC/PRIVATE PARTNERSHIP	Met	T.B.D.
<ul style="list-style-type: none"> ▪ Establish the proper scale, mass, density and building configuration to allow economic viability for public benefits and quality development. 	<ul style="list-style-type: none"> ✓ Proposed density (including 88 hsg. units) considers enhanced public benefit investments and quality development 	<ul style="list-style-type: none"> <input type="checkbox"/> Finance plan to be reviewed <input type="checkbox"/> Design to be reviewed by NPS, NH SHPO, and HDC
<ul style="list-style-type: none"> ▪ Establish public/private oversight entities to document and monitor the project and to ensure that public benefits are being met and that the project is proceeding in accordance with partnership terms. Revisit the framework when changes are proposed. 		<ul style="list-style-type: none"> <input type="checkbox"/> To be considered by City Council
<ul style="list-style-type: none"> ▪ Establish and maintain a market-based mix of uses/activities of interest to Portsmouth residents. Consider existing and planned amenities and uses located within walking distance. 	<ul style="list-style-type: none"> ✓ Mixed use and activities planned 	<ul style="list-style-type: none"> <input type="checkbox"/> Consider uses/activities in lease
<ul style="list-style-type: none"> ▪ The City's ability to achieve desired public amenities and benefits (including ground rent and surplus income) depends on its private partners also achieving financial goals. Fairly balance this relationship to result in long-term success. For example, consider design options that create increased density if increased public benefit results. 	<ul style="list-style-type: none"> ✓ Public realm is well developed ✓ Proposed density (88 units) considers enhanced public benefit investments 	<ul style="list-style-type: none"> <input type="checkbox"/> Design to be reviewed by NPS, NH SHPO, and HDC <input type="checkbox"/> To be evaluated as proposal is underwritten; finance plan to be reviewed prior to application
<ul style="list-style-type: none"> ▪ Explore tax credit programs and other financing tools (e.g. tax increment financing), to leverage private and public capital and enhance project viability. 		<ul style="list-style-type: none"> <input type="checkbox"/> Historic Tax Credit being considered; NPS and SHPO to review <input type="checkbox"/> Brownfields programs to be considered pending due diligence <input type="checkbox"/> Finance plan to be reviewed