CITY COUNCIL MEETING

Remote Meeting via Zoom Conference Call

To register in advance for this meeting, click on the link below or copy and paste it into your web browser: https://zoom.us/webinar/register/WN-UIFIUp44Ti6Xq8who4LzVQ

You are required to register in advance to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Please note, this meeting will also be broadcast on the City's YouTube Channel. Public comments for the Council's consideration can be emailed in advance via the City's web site: https://www.cityofportsmouth.com/citycouncil/contact-all-city-councilors.

Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-25, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.

DATE: MONDAY, MARCH 15, 2021 (Cont. from March 8, 2021 TIME: 6:30PM

AGENDA

- I. 5:30PM WORK SESSION REGARDING ISLINGTON STREET CORRIDOR PHASE TWO
 (2) PROJECT
 - https://zoom.us/webinar/register/WN -cPRbZD2TROUvuNXqKUWag
- II. PUBLIC DIALOGUE SESSION [when applicable every other regularly scheduled meeting] POSTPONED
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE
- VII. ACCEPTANCE OF MINUTES
- VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS
 - A. Presentation from the Recreation Board Regarding Edge Sports Facility and Tennis Court Update
- IX. PUBLIC COMMENT SESSION (Via Zoom)
- X. PUBLIC DIALOGUE SUMMARY [when applicable] POSTPONED
- XI. PUBLIC HEARINGS AND VOTES ON ORDINANCES AND/OR RESOLUTIONS

Public Hearing Reconvened - Capital Improvement Plan (CIP):

- A. *CAPITAL IMPROVEMENT PLAN (CIP) FY 2022-2027 (Public Hearing held and remained open at the February 8, 2021 until March 8, 2021)
 - PRESENTATION (Presentation was held at the January 13, 2021 Work Session)
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Third and Final Reading:

B. Third and Final Reading of Ordinance amending Chapter 1, Article III, Section 1.310 – Zoning Board of Adjustment and Article IV, Section 1.404 – Historic District Commission

XII. MAYOR BECKSTED

- 1. *Appointment of Renee Giffroy to the Arts & Non-Profit Blue Ribbon Committee
- 2. *Appointment of Liaison/Representative from Reopen Portsmouth 2021 to the Arts & Non-Profit Blue Ribbon Committee
- 3. *Request to Schedule a Public Informational Session Re: Great Bay Total Nitrogen
 General Permit on Thursday, March 11, 2021 at 6:00 p.m. (Sample motion move to
 hold a Public Informational Session regarding the Great Bay Total Nitrogen
 General Permit on Thursday, March 11, 2021 at 6:00 p.m.)
- 4. *Request to Reschedule City Manager Check in to Tuesday, March 16, 2021 at 6:30 p.m. (Sample motion move to reschedule the City Manager Check-in to Tuesday, March 16, 2021 at 6:30 p.m.)
- 5. Adoption of City Council Principles for Legislative Positions

XIII. CITY COUNCIL MEMBERS

A. COUNCILOR McEACHERN

- 1. *Identification of City owned lands that could serve as spots for affordable housing (Sample motion move to request the City Manager report back on potential sites for affordable housing)
- 2. Pickleball Courts (Sample motion move to request City Manager direct City Staff to convert two tennis courts at South Playground to Pickleball Courts)
- 3. RFP for Public / Private Sports Complex (Sample motion move to request the City Manager issue an RFP for Public / Private Sports Complex)

B. COUNCILOR KENNEDY

- 1. *Upgrade the Greenleaf Skateboard Park (Sample motion move to the Recreational Committee with a report back on the following: How the city can fix the Greenleaf Skateboard Park while working with the citizens group. This report should be given at the April 5th City Council meeting)
- 2. *Demolition Committee (Sample motion move a report back from the Planning Board, Historic District Commission, and Demolition Committee on how to improve the Demolition Committee. This will include but not be limited to deterrents for the demolition of Portsmouth buildings, fines for misconduct, and public comments at meetings. The expectation would be a report back at the April 5th Council meeting)

C. COUNCILOR KENNEDY & COUNCILOR HUDA

1. *Middle Street Bike Lane (Sample motion – move to make modifications to the Middle Street bike lane from Highland Street to the intersection of Lincoln Avenue and Middle Street. This would be completed by moving the cars back to the curb, adding a flashing cross walk sign and crosswalk, and designate Lincoln Avenue as a safe route to schools bike route. This should be completed by April 15, 2021)

D. COUNCILOR HUDA

- 1. Capital Improvement Plan & Associated Bonding Process (Sample motion move that the City Manager provide an update to the bonds issued and authorized unissued report previously provided that identifies the CIP Projects listed under the description of:
 - Bi-Annual Street Paving
 - Bi-Annual Sidewalk Improvements
 - School Building Improvements
 - Elementary School Improvements
 - Citywide Bridges
 - Citywide Bridge Improvements
 - Citywide Building Improvements
 - Annual Waterline Replacements
 - Annual Sewer Line Replacements
 - Pumping Station Upgrades

I am requesting this level of transparency to help the residents/taxpayers see the projects that affect their streets, neighborhoods, and schools, which their tax dollars are funding thru the general fund or bonding.

Also to bring more transparency to the process by which project construction timing is prioritized or adjusted then funded for the Capital Improvement Plan.

These requests are being made in response to taxpayer questions on:

- > Islington Street Construction
- > Elwyn Road Sidewalks
- > Peverly Hill Sidewalks
- Sound Barrier Wall Construction Off I-95
- Middle Road & Route 33 Safety Updates
- Maplewood Bridge Construction

XIV. APPROVAL OF GRANTS/DONATIONS

Donation of Bike Service Station from Seacoast Area Bicycle Riders (SABR)

XV. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager's Items Which Require Action:

1. Building Permit Fee Waiver for the South Church

- 2. *Request to Schedule a Work Session Regarding Peirce Island Master Plan
- 3. Request to Schedule a Public Hearing for Refunding (Refinancing) a Callable Bond
- 4. 46 Maplewood Avenue Revised Public Access Easement
- 5. 145 Maplewood Avenue Request for Extension of Temporary Construction License
- 6. Proposed Longmeadow Road Extension Project
- 7. Patricia Drive Release of City Interest and Renaming of Private Road

XVI. CONSENT AGENDA

A. Request for License to Install a Projecting Sign for owner Melissa Pitcher, Max Charles, LLC for property located at 168 Fleet Street (Anticipated action - move to approve the aforementioned Projecting Sign Licenses 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. Letter from Fred Petrone, I Got Bridged, requesting permission to hold a Walk-A-Thon for the charity "I GOT BRIDGED" on Sunday, September 26, 2021 or Sunday, October 3, 2021 at 10:00 a.m. (Anticipated action move to refer to the City Manager with Authority to Act)
- C. Letter from Barbara Massar, Pro Portsmouth, Inc., updated programming events:
 - Children's Day Sunday, May 2, 2021; cancelled
 - 44th Annual Market Square Day Festival & 10k Road Race Saturday, June 12, 2021; re-scheduled to Saturday, September 18, 2021
 - 18th Annual Summer in the Street Originally planned for Saturday evenings July 10th, 17th, 24th and 31st; TBD

(Anticipated action – move to refer to the City Manager with Authority to Act)

XVII. PRESENTATIONS & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

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

XVIII. CITY MANAGER'S INFORMATIONAL ITEMS

- 1. Report Back on FY18, FY19, and FY20 CAFR Unidentified Projects as Requested by Councilor Huda at the 2/22/2021 Council Meeting
- 2. Report Back on Proposed Modifications to the Middle Street Bike Lanes
- 3. Great Bay Total Nitrogen General Permit and Draft Intermunicipal Agreement
- XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING
- XX. ADJOURNMENT [at 10:00 p.m. or earlier]

KELLI L. BARNABY, MMC/CNHMC CITY CLERK

^{*} Indicates verbal report

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article III BOARDS, Section 1.310 ZONING BAORD OF ADJUSTMENT, and Article IV COMMISSIONS AND AUTHORITIES, Section 1.404 HISTORIC DISTRICT COMMISSION, of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language stricken) additions to existing language bolded; remaining language unchanged from existing):

ARTICLE III:

BOARDS

Section 1.310:

ZONING BOARD OF ADJUSTMENT

A. Membership and Term: The Zoning Board of Adjustment shall consist of seven (7) members and two (2) alternates, all of whom shall be residents of Portsmouth, appointed for terms of five years by the Mayor with the approval of the City Council. Appointments shall be apportioned, and the Board shall annually elect a Chairman for its membership.

Members and alternates shall serve without compensation and shall hold no other municipal office except ward official, election official and checklist supervisors. When making appointments to the Board of Adjustment, the Council shall consider as candidates the alternates of the Board as well as other nominations by the Mayor. The Mayor shall submit the names of alternates and nominations appointees to the council within thirty days after a vacancy occurs.

ARTICLE IV: Section 1.404: COMMISSIONS AND AUTHORITIES HISTORIC DISTRICT COMMISSION

A. Membership and Term

 Membership: The Historic District Commission shall consist of seven members and two alternates appointed by the Mayor with the approval of the City Council.

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

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

	APPROVED:	
	Rick Becksted, Mayor	
ADOPTED BY COUNCIL:		
Kelli L. Barnaby, City Clerk		

This ordinance shall take effect upon its passage.

CITY COUNCIL PRINCIPLES FOR LEGISLATIVE POSITIONS:

PRINCIPLES FOR LEGISLATIVE POLICIES

The City Council has adopted Principles for Legislative Positions listed below in order for the Mayor and City Staff to be able to offer testimony to the Legislature in a timely manner on bills of interest to the City. The Principles for Legislative Positions are as follows:

- 1. Advocate to maintain local authority
- 2. Authorize local options
- 3. Support revenue streams to aid municipalities, specifically those that name Portsmouth or will directly support Portsmouth
- 4. Advocate for municipal representation on state committees
- 5. Support incentives for regional cooperation
- 6. Support plans to fund/support infrastructure
- 7. Support incentives for sustainability and increasing energy efficiency and increasing renewable energy production.
- 8. Support directing revenues to the purposes for which they are raised
- Support measures that increase the efficiency of local government operations
- 10. Maintain and improve health, life and safety issues including protecting the safety of our First Responders
- 11. Encourage citizens to vote and support eliminating barriers to voting
- 12. Rely on locally generated financial data for decisions relating to local taxes and assessments
- 13. Protect local decision making about local zoning
- 14. Require the State to honor existing financial commitments to communities before new financial commitments are awarded, e.g. infrastructure reimbursements
- 15. Support the civil rights of individuals and oppose discrimination against any individual because of age, sex, race, creed, color, marital status, familial status, physical or mental disability, national origin, sexual orientation or gender identity
- 16. Use expertise and research in decision making
- 17. Support incentives relative to the construction of affordable housing

- 18. Support lobbying efforts of organizations and associations to which the City belongs and supports as a municipality, unless contrary to other city policies
- 19. Oppose legislation that does not apply scientific and technical standards that are broadly accepted by peer reviewed scientific study and can reasonably be achieved by sustainable best management practices and technology
- 20. Support legislation that provides education funding based on an equitable and sustainable framework and oppose the return of the donor town concept Amended by adding # 20 by vote of the City Council February 19, 2019.



Portsmouth Pickleball Courts To the City of Portsmouth Recreation Department,

Rus Wilson served more than 40 years as the recreation director for the City of Portsmouth and 15 years as the high school athletic director. Before Rus <u>passed</u> he was working on a plan to create dedicated pickleball courts within the City. We propose that the City continue his efforts by converting 2 existing tennis courts into 8 pickleball courts - dedicated in memory of Rus Wilson. (South Mill Pond Courts)

Building eight new outdoor, lighted pickleball courts can cost in the area of \$320,000 or more. The cost to convert two existing tennis courts into eight pickleball courts is approximately \$30,000 or less. Rather than building 2 new courts at the Senior Center, (as the City once considered) we propose that locating the 8 Pickleball courts at the South Mill Pond would make the sport accessible to everyone – young and old.

Listed below are the ten top reasons we feel the City (Recreation Dept) should consider this in their 2021 budget.

1) Pickleball is the fastest growing sport in America.

According to the USAPA this sport has grown 650% over the past 6 years. This growth trend will continue, increasing the demand for more courts.

2) Other nearby towns and cities are investing in dedicated PB courts.

There are over 70 tennis court locations within the greater Portsmouth area and the City has 7 public locations with a total of 20 courts. Some courts are lined for pickleball as well but there are no dedicated courts for this sport. Dover constructed 8 dedicated courts, Litchfield built 4, Nashua has 8, other towns and cities are following suit. The demand for more courts is there, the time is right for Portsmouth to do this.

3) Existing tennis courts are underutilized.

Our observation is that the tennis courts at the South Playground are underutilized for tennis. Tennis players typically play <u>singles</u> and the courts are seldom used for doubles. Matches usually take longer than 1 hour. Many <u>times</u> the courts are vacant. Pickleball on the other hand is more popular and the courts are in high demand. Between 8 am and 11 am each day there are as many as 40 or more pickleball players that show up to play. This can take up three to four tennis courts - leaving only two tennis courts wacant. By converting two of the tennis courts into eight pickleball courts would accommodate 32 pickleball <u>players</u>, and free up 4 tennis courts.

4) Benefit to schools.

This sport has been introduced to students across the country in middle school and high school PE classes. With the middle school nearby, these courts can be available for PE classes and for intramural sports. More young people will take up this sport.

5) A healthy game for Seniors.

According to the Census Report, 34% of the Portsmouth population is between the ages of 50 and 79. That is over 7400 residents. Pickleball is a game that is embraced by seniors and is played even into their 80s. The health and social benefits for seniors playing pickleball are well documented.

6) Beginner clinics.

A number of current players would be willing to run free beginner clinics at the new courts as a way to introduce this sport to the younger population of Portsmouth. The City can add that to its list of <u>recreational activities available to all residents.</u>

7) A safe outdoor sport for these pandemic times.

Playing outdoors, social distancing and following CDC and local guidelines fits well with pickleball and makes it a great sport during a pandemic. It is multigenerational. Parents can play with their children, grandparents can play with their grandchildren, friends can play with friends and make new friends. It can be played spring, summer and fall and even in winter if the nets are still up and weather permitting. Indoor pickle ball is available on four makeshift courts located within the gymnasium at Spinnaker Point. If and when this indoor location opens for play many people will be hesitant to play indoors, as the ventilation at this location is not that great.

8) Tournaments will generate a good return on the City's investment.

The cost to convert two tennis courts into eight pickleball courts is small, granting the City a good return on investment. We have volunteers that are anxious and willing to organize pickleball tournaments in our area. Eight courts would support up to 200 tournament players, generating income ranging from \$10,000 to \$20,000 per tournament. After holding two or three tournaments the City would recover their investment. Tournaments would also bring more visitors to Portsmouth, supporting the local hospitality and retail businesses. The South Playground is a perfect location, because of it's proximity to downtown.

9) Grassroots support.

We have already compiled a list of more than 250 names of local pickleball players that support this project. We also have volunteers ready and willing to work on a tournament committee. Players have also expressed interest in organizing leagues that can play other clubs (or town teams)

10) The groundwork has already been done.

A group of volunteers have already done the preliminary work on this project. See the attached design layout and the estimate rendered by Vermont Tennis Court Surfacing. This company has previously performed work at the South <u>Playground</u> and they are familiar with our existing courts. The cost to prepare, resurface, repaint and line 8 regulation courts is estimated at \$14,000. A <u>112 foot</u> dividing chain linked fence is estimated at \$5,000. Adding nets will cost approximately \$11,700. The total project estimate is around **\$30,700**.

Please let us know what the next steps are to make this proposal a reality.

Kevin Semprini

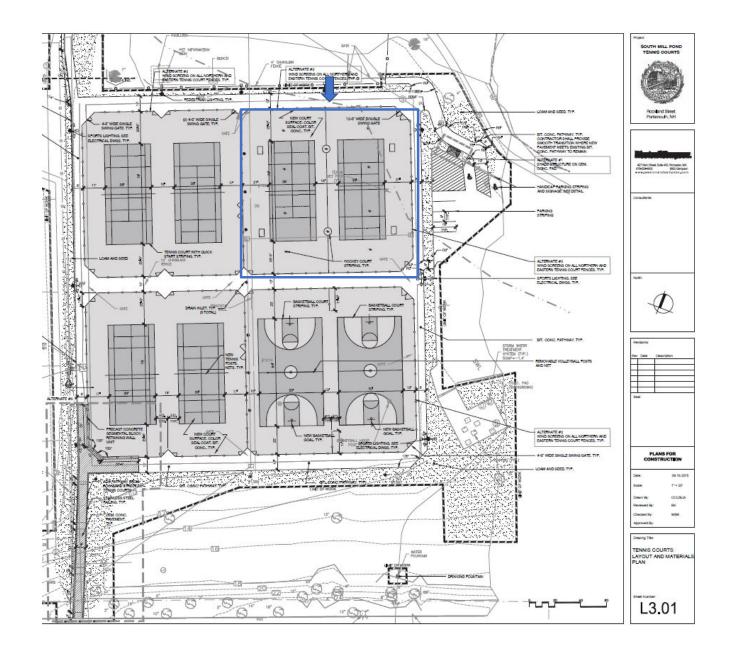
Sincerely,

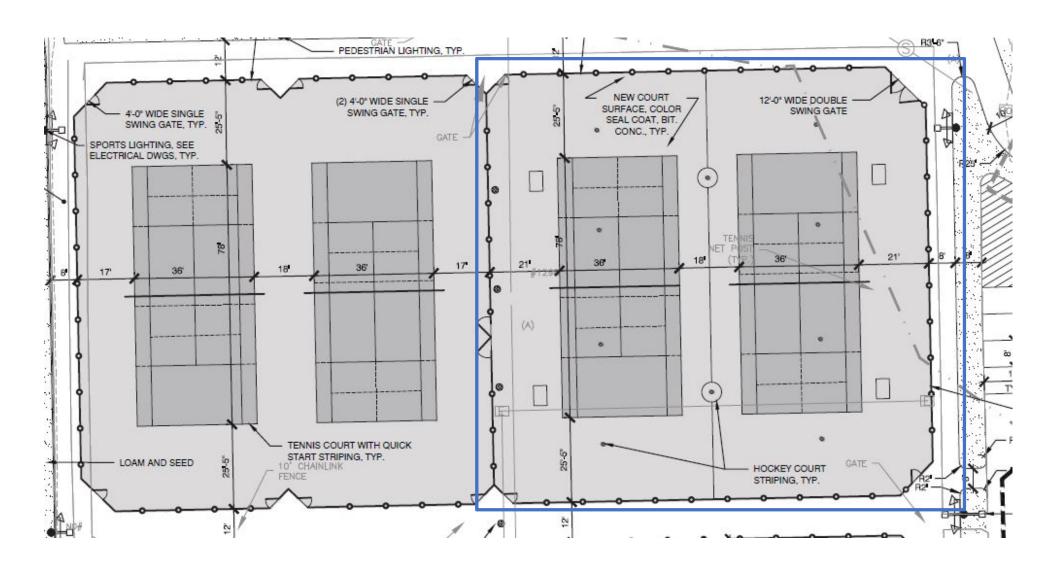
Arthur Bruinooge 291 Islington St Portsmouth, NH 03801 603-860-1679

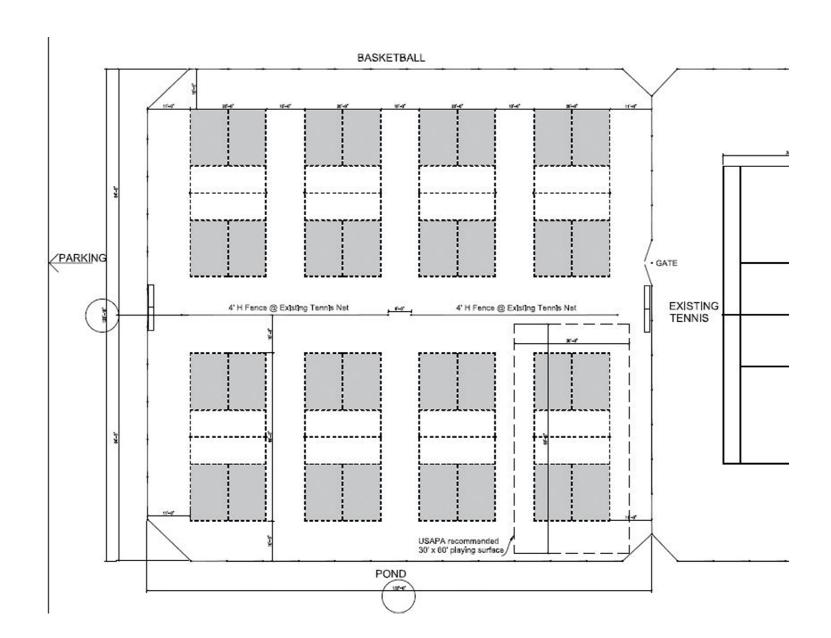
on St 603-834-4996 th, NH 03801 <u>Ksemprini@comcast.net</u> 679

Abruinooge@me.com

Carol Clark 28 Rockingham St Portsmouth, NH 03801 603-817-1425







P. O. Box 5 ST. JOHNSBURY, VT 05819





Estimate

1-802-748-4378 1-800-237-6774 1-802-748-9974 FAX

(A Division of JS Zangla, LLC)

Carol Clark

October 29, 2020

603-817-1425 carol.clark1@comeast.net

Converting Two (2) Tennis Courts into Eight (8) PickleBall Courts - Portsmouth, NH

Work to be completed:

- a. Clean entire surface area with compressed air.
- b. Total area to receive one (1) coat of Premier Sports Resurfacer. This will fill surface voids and act as a prime coat for the color system. Material manufactured by California Sports Surfaces.
- c. Total area to receive two (2) coats of Premier Sports Surface. Color to be SELECTED BY OWNER. Texture coat to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to give a long lasting and attractive surface. Material manufactured by California Sports Surfaces.
- d. Apply Eight (8) sets of hand painted, regulation, Pickleball lines with white textured Premier Line paint.

Estimated cost: \$14,000.00

Fencing:

a. Supply and install approx. 112' of Chain link fencing centered between four pickleball courts.

Estimated cost: \$5,000.00

Netposts and Nets

a. Supply and install in sleeved, bell shaped concrete footings Eight (8) new sets of Edwards net posts and Eight (8) new pickle ball nets Estimated cost \$11,700.00

Note: This is an estimate for budget purposes only. VTCS feels that these dollar figures represent an average cost for a project such as yours.

Craig Racenet, President









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Kevin Semprini 603-834-4996 Ksemprini@comcast.net

Carol Clark
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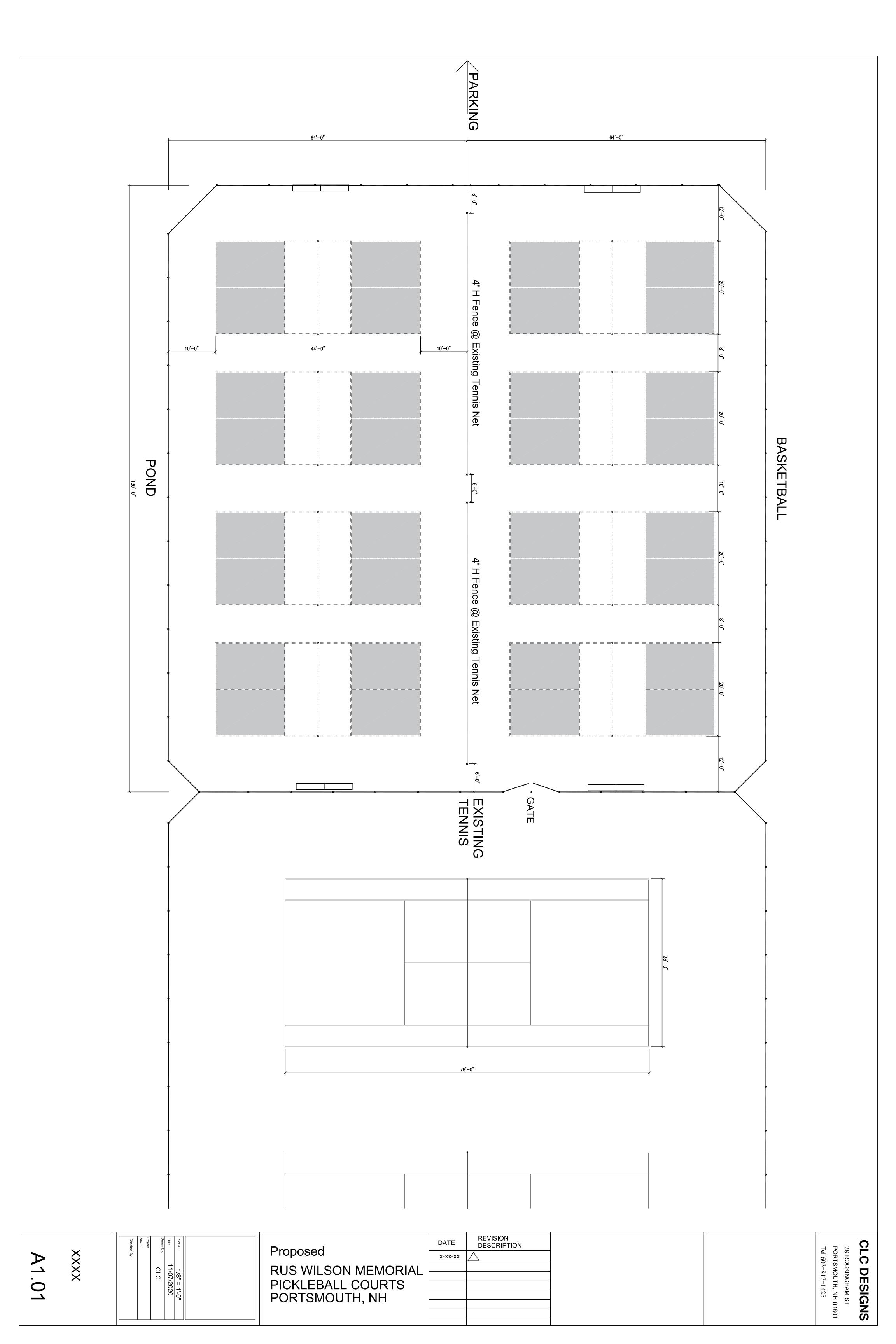
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Craig Racenet, President











ESG Associates Inc.
Public Private Partnership
900 Worcester Street
Wellesley, MA 02482

The following points represent the basic framework of a Public Private Partnership between a City/Town and ESG Associates Inc., the key points below are based on ESG's partnership with the Town of Wellesley. The ultimate agreement with any City/Town will be driven by community needs combined with multiple financing avenues available to ESG to facilitate a true Public Private Partnership. The framework below brought the Wellesley community the Boston Sports Institute in 2019; a state of the art 130,000 square foot center with Two NHL Ice Sheets, Two Indoor Pools, Indoor Turf Field/Basketball Courts, Indoor Walking Track, Steward Medical Strength & Conditioning and Physical Therapy, Tutoring Center, and Cheesy Street Grill Concessions.

Town of Wellesley Receives

- · Privately Financed Sports Center
- Preferred Ice & Pool Time
- Preferred Rates
- Tax Revenue
- · Community Resource
- Diverse Economic Impact
- A True "Home" for Athletic Programs
- · Asset at the end of the lease term
- Athletic Ecosystem to serve community needs

ESG Associates Inc. Receives

- · Entitlements For Recreation
- 90 Year Ground Lease
- 10 Year Rent Abatement
- Anchor Tenants for Ice, Pool, and Turf/Court playing surfaces
- Potential TIF in return for community based programing and surface time
- Athletic Ecosystem to serve community needs

The following are the core benefits to both parties when a Public Private Partnership is formed around an Athletic Complex.

- The City/Town shall receive a state-of-the-art sport complex within the City limits at no cost to the taxpayer.
- Sports Center's bolster the local economy and small business, local restaurants, hotels, shops, tourist
 destinations will all see a boost from travelers visiting the Sports Center.
- Job creation within the Sports Center along with ancillary job and business creation.
- True Home to community athletics; multi sport venues serve the entire community from learn to play and High School athletics to adult and senior recreation.
- Preferred surface time and rates for City/Town programing.
- Regional draw of users, the City/Town the facility sits in will be the anchor user, once their needs are fulfilled the Sports Center can serve the region's athletic needs that are not satisfied elsewhere.
- Community Recreation and School Department input on surfaces, combined with industry knowledge and design diversity, leads to a long-lasting high usage facilities.
- Long term Property Tax and Ground Lease Revenue.
 - Full Lease Document
 - <u>Lease Exhibits</u> (Page 1 & 2 below)







Following images are an example of a lease payment structure for the 900 Worcester Street site the Town of Wellesley Purchased for \$4,500,000 with the goal of creating a Sports Center for the community, along with the original Schedule of Performance.

> Wellesley Sports Center Wellesley, Massachusetts

> > Ground Rent

\$4,500,000 \$280,000 6.22% 2.00%

30.00%

Total Rent:

Use Discount: Additional work requested by the Town of Wellesley after RFP was awarded

\$12,007,683

Rent Schedule I

	Market Rent	Use Discount	Adjusted Rent	Project Stabilization	Base Rent
Year 1	\$280,000	-\$84,000	\$196,000	-\$196,000	S
Year 2	\$285,600	-\$85,680	\$199,920	-\$199,920	S
Year 3	\$291,312	-\$87,394	\$203,918	-\$203,918	S
Year 4	\$297,138	-\$89,141	\$207,997	-\$207,997	S
Year 5	\$303,081	-\$90,924	\$212,157	-\$212,157	S
Year 6	\$309,143	-\$92,743	\$216,400	-\$216,400	S
Year 7	\$315,325	-\$94,598	\$220,728	-\$220,728	5
Year 8	\$321,632	-\$96,490	\$225,142	-\$225,142	
Year 9	\$328,065	-\$98,419	\$229,645	-\$229,645	
Year 10	\$334,626	-\$100,388	\$234,238	-\$234,238	
Year 11	\$300,000	-\$90,000	\$210,000	. \$0	\$210,00
Year 12	\$300,000	-\$90,000	\$210,000	\$0	\$210,00
Year 13	. \$300,000	-\$90,000	\$210,000	\$0	\$210,00
Year 14	\$300,000	-\$90,000	\$210,000	\$0	\$210,00
Year 15	\$300,000	-\$90,000	\$210,000	\$0	\$210,00
Year 16	\$330,000	-\$99,000	\$231,000	\$0	\$231.0
Year 17	\$330,000	-\$99,000	\$231,000	\$0	\$231,0
Year 18	\$330,000	-\$99,000	\$231,000	\$0	\$231,0
Year 19	\$330,000	-\$99,000	\$231,000	\$0	\$231,0
Year 20	\$330,000	-\$99,000	\$231,000	\$0	\$231,0
Year 21	\$363,000	-\$108,900	\$254,100	\$0	\$254,1
Year 22	\$363,000	-\$108,900	\$254,100	\$0	\$254,1
Year 23	\$363,000	-\$108,900	\$254,100	\$0	\$254,1
Year 24	\$363,000	-\$108,900	\$254,100	\$0	\$254,10
Year 25	\$363,000	-\$108,900	\$254,100	\$0	\$254,1
Year 26	\$399,300	-\$119,790	\$279,510	\$0	\$279,5
Year 27	\$399,300	-\$119,790	\$279,510	\$0	\$279,5
Year 28	\$399,300	-\$119,790	\$279,510	\$0	\$279,5
Year 29	\$399,300	-\$119,790	\$279,510	\$0	\$279,5
Year 30	\$399,300	-\$119,790	\$279,510	\$0	\$279,5
Year 31	\$439,230	-\$131,769	\$307,461	\$0	\$307,4
Year 32	\$439,230	-\$131,769	\$307,461	\$0	\$307,4
Year 33	\$439,230	-\$131,769	\$307,461	\$0	\$307.4
Year 34	\$439,230	-\$131,769	\$307,461	\$0	\$307,4
Year 35	\$439,230	-\$131,769	\$307,461	\$0	\$307,4
Year 36	\$483,153	-\$144,946	\$338,207	\$0	\$338,2
Year 37	\$483,153	-\$144,946	\$338,207	\$0	\$338,2
Year 38	\$483,153	-\$144,946	\$338,207	\$0	\$338,2
Year 39	\$483,153	-\$144,946	\$338,207	\$0	\$338,2
Year 40	\$483,153	-\$144,946	\$338,207	SO	\$338,2
Year 41	\$531,468	-\$159,440	\$372,028	\$0	\$372,0
Year 42	\$531,468	-\$159,440	\$372,028	\$0	\$372,0
Year 43	\$531,468	-\$159,440	\$372,028	\$0	\$372,0
Year 44	\$531,468	-\$159,440	\$372,028	\$0	\$372,0
Year 45	\$531,468	-\$159,440	\$372,028	\$0	\$372,0
Year 46	\$584,615	-\$175,385	\$409,231	\$0	\$409,2
Year 47	\$584,615	-\$175,385	\$409,231	\$0	\$409,2
1 car 4/	\$304,013	-31/3,363	3407,231	30	Q409,2

Original Schedule of Performance

National Grid Strike in 2018 caused a significant delay to the timeline below

Special Town Meeting April 3, 2017 April 13, 2017 Planning Board Submission

(Concurrent Conservation Filing TBD) June 5, 2017 **Planning Board Hearing**

August 15, 2017 **Entitlements**

September 1, 2017 Order steel

September 15, 2017 Groundbreaking deadline

October 1, 2017 Erosion control, clear / gruc, stockpile

November 1, 2017 **Foundations** December 1, 2017 Steel erection **Building enclosure** January 15, 2018

March 1, 2018 Traffic improvements begin

April 15, 2018 Commence MEP

September 1, 2018

June 15, 2018 Commence Specialties (pool / rink) August 15, 2018

Ice make

Partial Cert of Occupancy



Year 48

Year 49

\$584,615

\$584,615

-\$175,385

-\$175,385

\$409,231

\$409,231

Cost to Town:

Annual Increase:

Use Discount

Return:

Starting Rental Value:



\$409,231

\$409,231

TOWN OF WELLESLEY

REQUEST FOR PROPOSALS

GROUND LEASE OF PROPERTY LOCATED AT 900 WORCESTER STREET WELLESLEY, MASSACHUSETTS AND THE DEVELOPMENT THEREON OF A RECREATIONAL FACILITY

Date Issued: August 27, 2015

Due Date for Responses: Friday, November 20, 2015 Applications will be accepted no later than NOON, at Wellesley Department of Public Works, Engineering Division, 20 Municipal Way, Wellesley, Massachusetts 02481, Attention: 900 Worcester Street Committee

LATE PROPOSALS WILL NOT BE ACCEPTED.

This Request for Proposals was developed in accordance with the requirements of Massachusetts General Laws Chapter 30B, Section 16.

Request for Proposals

1.1 Introductory Instructions

The Town of Wellesley (the "Town"), acting by and through its Board of Selectmen and 900 Worcester Street Committee ("Committee") is issuing this Request for Proposals ("RFP") to invite proposals from qualified developers to enter into one or more long-term leases (preferably one) of an approximately 8-acre piece of property located at 900 Worcester Street, Wellesley, Massachusetts (the "Property") and the development thereon of recreational facilities that will be owned and operated by the selected developer(s) (the "Facility").

The preparation of the RFP response shall be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this RFP's attachments and referenced documents. Questions shall be addressed in writing to the Committee, c/o David Hickey, Wellesley Department of Public Works, 20 Municipal Way, Wellesley, Massachusetts 02482 by October 15, 2015 or emailed to 900 RFP Response@wellesleyma.gov. Answers to timely submitted questions will be in writing and the questions and answers will be shared with all those on record as having received a copy of the RFP.

All respondents are strongly encouraged to visit the Property before submitting a proposal at the arranged site walk. See Section 4.2 below for details of pre-bid meeting and the planned site visit arranged by the Town for all interested parties. The site will be delivered "as is", without any warranty or representations by the Town with regard to existing conditions. The Town is currently in the process of demolishing the existing church and rectory, and respondents are not encouraged to visit the Property without supervision and permission from the Town.

Each respondent must submit one proposal package clearly marked "Town of Wellesley, 900 Worcester Street Lease and Development Proposal" on the outside of the envelope. Each envelope shall contain two sealed envelopes, one marked "Town of Wellesley, 900 Worcester Street Lease and Development Proposal – Technical Proposal" and the other marked "Town of Wellesley, 900 Worcester Street Lease and Development Proposal – Price Proposal". Respondents shall provide one (1) original, twenty (20) paper copies and one (1) electronic copy of the Price Proposals and one (1) original, twenty (20) paper copies, and one (1) electronic copy of the Technical Proposal. All proposals shall be delivered to:

900 Worcester St Committee c/o Engineering Division Department of Public Works 20 Municipal Way Wellesley, MA 02482

Town of Wellesley Request for Proposal

All proposals must be submitted by NOON on November 20, 2015 (the "Proposal Due Date") when they become the property of the Town and are subject to applicable Public Record Laws. **Late proposals will not be accepted.** Postmarks will not be considered. It is the responsibility of the respondent to ensure timely delivery of proposals.

Respondents to the RFP will be able to correct or modify their proposals before the Proposal Due Date. Each modification package must contain two sealed envelopes. The outside of the package and each sealed envelope shall be marked with the respondent's name and address and "Town of Wellesley, 900 Worcester Street Lease and Development Proposal, Modification #______". The first sealed envelope shall also be marked "Price Proposal" and the second sealed envelope shall also be marked "Technical Proposal". Each modification package must be numbered in sequence. Respondents must submit one (1) original, twenty (20) paper copies, and one (1) electronic copy of any modifications or corrections to the above contact person and address prior to the RFP deadline. Respondents may also withdraw their proposals at any time during the application and selection process.

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. Prospective developers will be expected to undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other development, ownership and legal considerations (including, but not limited to, any applicable public construction and/or fair wage laws).

All Proposals shall be deemed to be public record within the meaning of M.G.L. Chapter 4, Section 7(26) after the Proposal Due Date.

If necessary, the Town will issue addenda to all respondents on record as having requested a copy of this RFP. Addenda will be mailed, faxed or emailed to all such respondents. However, it is the respondents' responsibility to ensure that they are in receipt of all addenda. No addenda will be issued later than October 29, 2015.

After the Proposal Due Date, a respondent may not change any provision of their proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the respondent will be allowed to correct them. If a mistake and the intended proposals are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the respondent will be notified in writing.

Technical and Price Proposals must be signed as follows: (1) if the respondent is an individual, by him/her personally; (2) if the respondent is a partnership, by the name of the partnership followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer together with a clerk's certificate.

The Town reserves the right to reject any and all proposals or to cancel the RFP as it is determines to be in the best interest of the Town.

For more details on the Request for Proposals Submission and Selection Process see Section 5 of this RFP.

1.2 Introduction to the Project

TOWN OF WELLESLEY

Wellesley's population is highly educated, and residents expect, and are willing to pay for, top quality local products and services. Wellesley residents are serious about health and wellness, exercise and fitness. The adult obesity rate in Wellesley ranks eighth lowest in Massachusetts. Youth sports participation typically leads or is near the top in the region. The Wellesley United Soccer Club is the largest youth club in greater Boston with over 1000 boys and girls participating. There are numerous privately owned adult use fitness and sports related commercial establishments in Wellesley including dance, yoga, pilates and barre studios, personal training studios, and larger health clubs including Boston Sports Club and Beacon Hill Athletic Club. Wellesley is home to three colleges, but Town residents have limited use of their athletic facilities for personal fitness or school teams' practices and competition. Wellesley is well represented in major athletic events such as the Boston Marathon and the Pan Mass Challenge, with 50+ and 100+ participants respectively in those events alone.

The Wellesley community also expects superior Town services and is willing to invest in the Town with tax dollars to ensure those are provided, with the Town's recently completed state of the art high school being a prime example of that mindset. Retail thrives in Wellesley, ranging from small local businesses to national chain retailers represented in the downtown and satellite shopping areas. Convenience and high quality are characteristics which the busy residents value.

THE PROPERTY

In 2008, the Wellesley Planning Board conducted a visioning study to consider the best uses for the Property. After multiple public meetings, Town residents expressed a strong preference that the Property, if developed for a use other than a church, be used for active recreation including a pool, rink and turf field. In 2012, the Town voted to purchase the Property and to form the Committee, which was charged with analyzing and further refining a recreational use plan for the Property.

The Committee has been actively engaged in the process of considering and developing that recreational use plan, focusing on at least one skating rink with spectator seating, a multi-generational multi-use and disability accessible aquatic facility, and a synthetic turf field. In 2010, Gale Engineering Company was hired to conduct a preliminary assessment and planning feasibility study for recreational development of the Property. The resulting "fit test" design from that study is available in the Appendix E, and although that is an example of a development design, it is not the Town's preferred option. Information from the Committee's deliberations and discussions are available at

www.wellesleyma.gov/900 Worcester index, and video of Committee meetings and public forums are available on local access TV.

The Town is not an experienced operator of a pool or a skating rink facility and does not intend to take on the responsibility for developing and/or operating any of the recreational uses on the Property. The Town, therefore, has determined that the best use of the Property is to enter into one or more long-term ground lease(s) or with one or more developers, who will design, construct, own and operate one or more recreational facilities on the Property. Proposals to develop the Property, in whole or in part will be considered. The Town prefers to lease the entire parcel to one entity or a partnership of entities that will work together to design, construct and operate a facility containing the Town's preferred recreational uses. However, the Town will consider proposals from developers interested in leasing and developing a portion of the Property with one or more athletic facilities, provided that developer agrees to work in harmony with any other developer(s) to whom the Town chooses to lease the remaining portion(s) of the Property to coordinate their respective uses, including without limitation, with regard to design, operation and programming of the facility. The Town intends to form a Commission composed of representatives of key stakeholder groups to interface and work with the selected developer(s) on major issues that arise during the development process and then after the facility is open and operating, and the developer(s) and operator(s) will be expected to cooperate with the such Commission as necessary.

2.2 Site Information

The Property is located on approximately 8 acres of land situated on the eastbound side of Worcester Street (Route 9) near the Wellesley/Natick town line. The Property is in a gateway location to the Town and highly visible on Route 9. The Property site is currently accessible from both eastbound and westbound Rt.9, but exits only onto eastbound Route 9. The Property contains a small wetland area in the rear (southern side) of the Property and a floodplain on the western side, as described in the "Athletic & Recreation Facility Stormwater & Traffic/Parking Study" prepared for the Town by Gale Associates, Inc. with Vannasse & Associates, Inc., which is available in the Appendix F. The Property is bound by an office building to the east, Route 9 to the north, and residential neighborhoods to the south and west.

On November 24, 2014 the Town purchased the Property for \$3,800,000.00. The environmental due diligence report prepared for the Town is available in the Appendix G. The Town has hired a contractor to demolish the existing church and rectory on the Property (with only that portion of pavement and landscaping removed as required to perform such demolition), to remediate asbestos and other hazardous materials from the buildings and the Property, and to deliver a graded, seeded site. All such demolition and hazardous materials abatement work and site preparation is expected to be completed by November 2015.

2.2.1 Neighborhood Description

While the Property is located on the heavily traveled Route 9 with numerous retailers to the west, it is surrounded by well-established residential neighborhoods. South of the Property lies the Cochituate Aqueduct and beyond that Morses Pond, which covers

about 100 acres between Route 9 and Route 135 and is an important natural resource for the Town. Developers will be expected to consider and address the impact of the development, including without limitation, with respect to lighting, noise, traffic, parking and pedestrian safety and circulation, on all of the surrounding areas, but in particular on the adjacent residential neighborhoods.

2.2.2 Utilities/Infrastructure

It is anticipated that the Facility will be connected to the Town water, sewer and electric utilities. It will be the developer's responsibility to determine whether or not it will have to upgrade any or all such utilities to adequately service the facility or facilities on the Property.

2.3 Zoning

The following description of provisions of the Wellesley Zoning Bylaws (the "Zoning Bylaws") is for informational purposes only. It should not be relied upon without independent verification by any proposed developer, and does not reflect any changes in zoning that a developer may determine to be necessary or desirable in connection with any proposed development.

• Base/General Zoning:

o Single Residence District 10(SR-10)

• Overlay Zoning:

- o Water Supply Protection District (entire lot)
- o Flood Plain District (portion of lot) The District allows, only with the issuance of a Special Permit, "any use, otherwise permitted by the underlying zoning district within which the land is situated, subject to" certain provisions requiring the protection of the flood plain and associated resources.

• Other Restrictions:

- o FEMA Flood Plain (Zone A) located on portion of lot
- o Regulated wetland and associated buffer zone located on portion of lot

• Dimensional Requirements (Under the current SR-10 zoning):

Category	Provision
Maximum Height of Building	Forty-five (45) feet
Front Yard Setback	Thirty (30) feet
Side Yard Setbacks	Twenty (20) feet
Rear Yard Setback	Ten (10) feet
Ratio of Building to Lot Area	15% for lots containing at least 40,000 sq. ft.

• Parking: The Off-Street Parking Bylaw does not provide a required number of parking spaces for uses within the Single Residence District, except for "Hotel, inn, lodging house, restaurant, or other eating place." However, the adequacy of the amount of proposed parking will need to be justified under the Project of Significant Impact (PSI) Special Permit approval process, as defined below, and Site Plan Review applications, with consideration given to whether the project will create traffic issues and function appropriately based on the intended use of the site.

• Other Requirements and Considerations:

- o Retaining Walls: Due to site topography, one or more retaining walls may be necessary, depending on the proposed development. Retaining walls four (4) feet or greater in height shall not be located within ten (10) feet of a property line without obtaining a Special Permit. Additionally, walls greater than fifteen (15) feet in height require the issuance of a Special Permit.
- o Traffic and Roadway Improvements: Traffic impacts related to the project will be considered under the review of the PSI Special Permit. Projects determined to have a negative impact on traffic and/or the level of service of intersections may be required to make improvements to mitigate such impacts. As a state highway, final approval of new and/or altered ingress/egress points along Route 9/Worcester Street, or modifications to the roadway itself, will require final approval by MassDOT.

2.4 Anticipated Permitting Requirements

The following summary of permits that may be required for a project on the Property is for informational purposes only. It should not be relied upon without independent verification by any proposed developer.

 Wetland Protection: Action by the Town's Wetlands Protection Committee will be necessary. Specific action required will vary depending on the scope and location of the project.

- **Project of Significant Impact (PSI) Permit:** A PSI Special Permit from the Planning Board will be required for newly constructed floor area of 10,000 or more square feet. The applicant will be expected to describe project impacts to Water, Sewer, Storm Drainage, Electric, Traffic, Pedestrian, Bicycle, Fire Protection, Life Safety, and Refuse Disposal systems and infrastructure, and generally demonstrate that there are no negative impacts to such systems and infrastructure, or such negative impacts will be mitigated through improvements.
- Major Construction Project/Site Plan Review: Site Plan Review from the Zoning Board of Appeals will be required for (a) the construction of 2,500 or more square feet of gross floor area; (b) the grading or regrading of land, and/or removal or disturbance of the existing vegetative cover, over an area of 5,000 or more square feet; (c) any activities regulated under the Flood Plain District; and/or (d) any activities regulated under the Water Supply Protection District.
- Flood Plain District Special Permit: The alteration or location of otherwise permitted uses, including parking, within the area of the Flood Plain District will require the issuance of a Special Permit from the Zoning Board of Appeals, generally considered in conjunction with Site Plan Review.
- Water Supply Protection District Special Permit: Major Construction Projects, and any uses where more than 10,000 square feet of the lot would be rendered impervious would require the issuance of a Special Permit from the Zoning Board of Appeals, generally considered in conjunction with Site Plan Review.

3. Development Guidelines

The Development Guidelines presented in this section reflect the development objectives and desire of the Town to promote the development of a Recreational Facility that will meet the needs of the Town.

3.1 Programmatic and Use Preferences

The Town will consider proposals for recreational facilities of a variety of types and funding models. However, the Town's primary concern is that the proposed Facility meets the particular objectives, requirements and restrictions specified in this RFP.

The Town would prefer to lease the Property to one or more developers that will design, construct and operate at least one skating rink with spectator seating, and a multigenerational, multi-use and disability accessible aquatic facility. The Town will consider proposals that include either a skating rink or aquatic facility as well as a lit synthetic turf field.

3.1.1 Preferred Skating Rink Objectives

Respondents interested in designing, constructing and operating one or more skating rink facilities on the Property are encouraged to consider the Town's preferences, needs and desires with respect to such facilities:

- The Town prefers a skating facility that will accommodate and support multigenerational training, competitive and recreational skating needs of all Wellesley residents.
- Approximately 600 boys and girls, ages 4-19 are currently enrolled in Wellesley Youth Hockey (WYH) programs. The WYH, Wellesley High School, Wellesley Middle School and Dana Hall School hockey programs collectively spend approximately \$600,000 per year on ice time. Area rinks also are currently used for Wellesley figure skaters and general recreational skaters. More predictable and convenient access to ice time will allow for increased enrollment in these programs.
- Recognizing the efficiencies and potential for broader programming inherent in skating facilities with multiple sheets of ice, the Town is receptive to proposals that involve more than a single sheet, e.g., 1½ or 2 sheets, subject to space availability. Otherwise, characteristics of an ideal facility could include:
 - o Adequate locker room space for boys and girls teams;
 - o Meet all Massachusetts Interscholastic Athletic Association requirements including, sufficient seating capacity (approximately 500 seats) for spectators at a High School game, or its equivalent;
 - o Public restrooms; and,
 - o Skate rental, food concession and other amenities, as appropriate for a high-quality skating facility.

Respondents proposing to design, construct and operate one or more skating rink facilities should specify the following in the proposal:

- Anticipated size of the proposed skating facility, parking requirements and any other site requirements;
- Proposed programming, including hours of operation;
- Proposed hours available for use by Town residents and local organizations;
- Proposed use preferences, if any, for Town residents and youth hockey and figure skating programs and adult hockey leagues;
- Key design elements, including without limitation integration of facility with surrounding neighborhood;
- Key sustainability features including without limitation energy efficiency, LEED certification or considerations, that would be incorporated into the design of the skating facility; and,
- How the quality of the facility's operation might be characterized in terms of the finish level of various spaces, the specification of mechanical systems, air temperature, ice temperature, ice thickness, humidity levels, etc.

Wellesley Youth Hockey Club and the Wellesley public schools would be interested in renting most/all of the prime evening and weekend hours at market rates.

3.1.2 Preferred Aquatic Center Objectives

Respondents interested in designing, constructing and operating an aquatic center on the Property are encouraged to consider the Town's preferences, needs and desires with respect to such a facility set forth in the "Wellesley Aquatics Center Needs Study" found in the Appendix H.

Respondents proposing to design, construct and operate an aquatic facility should specify the following in the proposal:

Anticipated size of the proposed aquatic facility, parking requirements and other site requirements;

Proposed programming, including hours of operation;

Proposed hours available for use by Town residents and local organizations;

Proposed use preferences, if any, for Town residents and local organizations, including scheduling preference and special pricing;

Key design elements, including without limitation, integration of facility with surrounding neighborhood;

Key sustainability features, including without limitation, energy efficiency, LEED certification or considerations, that would be incorporated into the design of the aquatics facility; and

How the quality of the facility's operation might be characterized in terms of the finish level of various spaces, the specifications of mechanical systems, air temperature, water temperatures, etc.

The Wellesley Swim Association and the Wellesley public schools would be interested in renting afternoon and evening hours at market rates.

3.1.3 Preferred Synthetic Turf Field Objectives

Respondents interested in designing, constructing and operating one or more synthetic turf fields on the Property are encouraged to consider the Town's preferences, needs and desires with respect to such facilities:

- The Town prefers a field or fields that are sufficient in size to support the following activities:
 - o lacrosse (men's and women's)
 - o soccer (men's and women's)
 - field hockey

Town of Wellesley Request for Proposal

- o football would also be optimal but is a lower priority
- The Town prefers a field constructed with turf that is consistent with the TPE used on the Town's Sprague Fields
- The Town prefers a field that has lighting to extend the use time for the fields (but subject to Dark Sky lighting and neighborhood considerations).
- The Town seeks assurance that local organizations (e.g., the Wellesley United Soccer Club or "WUSC") will be given preferred access to the use of the field.
- The Town is interested in a field that has year-round usability, if possible.

Respondents proposing to design, construct and operate a field should specify the following in the proposal:

Anticipated size of the field, parking requirements and other site requirements;

Proposed programming and hours of operation;

Proposed hours available for use by Town residents and local organizations;

Proposed use preferences, if any, for Town residents and local organizations, including scheduling preference and special pricing; and

Key design elements, including integration of field with surrounding neighborhood, particularly with regard to lighting.

WUSC and other Town sports clubs, as well as the Wellesley public schools, would be interested in renting much of the winter season evening and weekend prime hours at market rates.

3.2 Construction Schedule

The Town expects that the selected respondent or respondents will, upon execution of a long-term ground lease, a draft of which is available in Appendix D (the "Lease"), undertake and complete pre-development activities and start construction within the time periods and in accordance with the terms and conditions set forth in the Lease. In the event that two or more respondents are selected to lease and develop portions of the Property, the Town will require that the respondents execute a cooperation agreement or memorandum of understanding in form and substance acceptable to the Town, describing how the developers will work with one another to construct and operate their facilities in harmony with all other uses on the Property.

3.3 Insurance

The Developer will be required to carry insurance as described in the Lease.

3.4 Financial Proposal & Business Terms

Under the terms of the Lease, the selected developer(s) may be required to provide payment and performance bonds, a guarantee or equivalent, naming the Town as dual obligee, in the full amount of the cost of construction of all buildings, structures and site improvements. If required, these bonds or equivalent will be released when the development is complete, on the terms and conditions set forth in the Lease. Developers should assume that the Property will be conveyed "as-is" without any representations with regard to its condition (including, without limitation, environmental condition).

4. Developer Submission Requirements

4.1 SUBMISSION PROCESS

The Request for Proposals application package will be available starting at 9:00 A.M. on Thursday, August 27, 2015 at the Department of Public Works, Engineering Division, 20 Municipal Way, Wellesley, MA 02482. Prospective respondents can request an RFP application package be mailed.

Completed copies of the RFP application must be submitted in a sealed envelope clearly marked "Town of Wellesley, 900 Worcester Street Lease and Development Proposal" on the outside of the envelope. One (1) original, twenty (20) copies and one (1) electronic copy of the complete proposal must be received by NOON on November 20, 2015, at the same location addressed to:

900 Worcester Street Committee c/o David Hickey Engineering Division Department of Public Works 20 Municipal Way Wellesley, MA 02481

Late proposals will not be accepted.

Upon review, if any items are missing and/or incomplete, the Town may reject the application. Additionally, submission of proposals shall be deemed to incorporate the permission of the respondent to make any inquiries concerning the respondent as considered necessary by the Town to fully review qualifications.

4.2 SITE VISIT

A pre-bid meeting and a site visit is scheduled for September 30, 2015 at 11:00 am. Regardless of whether or not a respondent participates in this site visit, submission of a proposal will constitute an acknowledgement that the respondent is aware of existing conditions at the Property.

4.3 TECHNICAL PROPOSAL SUBMISSION ENCLOSURES

The Town is interested in receiving proposals that satisfy the Development Guidelines and other requirements set forth in this RFP from any individual, company, firm, partnership, group or organization capable of leasing all or a portion of the Property from the Town and developing and operating it as a recreational facility. Proposals not

providing evidence of ALL of the following items will be considered non-responsive and will not be given further consideration:

4.3.1 The Development Team

The proposal must include a detailed description of all members of the development team, including the following information:

- 1) The name, address and telephone number of the developer, the name of any representative authorized to act on his/her behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- 2) If the developer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g., whether a for-profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business.
- 3) The nature of the entity to enter into the Lease.
- 4) A description of the general skills and nature of the operation of the developer and the development team.
- 5) Identification of all principals, partners, co-venturers or sub-developers participating in the development, and the nature and share of the participants' ownership in and compensation from the project.
- 6) If the respondent proposes to lease less than the full 8-acre parcel of Property, a statement indicating whether or not the respondent is willing to partner with any other respondent(s) offering to lease and develop the remaining portion of the Property. Developers should also provide a statement indicating whether or not the developer has participated in a similar partnership with another developer in the past.
- 7) The developer will be expected to either oversee directly, or subcontract the management and operations of the Facility for the tenure of the lease.
- 8) Identification of the development team, such as architects, engineers, landscape designers, development consultants, and facility operators, including subcontractors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided.
- 9) A summary of first, the developer's, and secondly, the development team's experience, collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity. Developers should demonstrate the ability to perform in accordance with their proposal, including the ability to pursue and carry out permitting, financing, marketing, design and construction, and to complete the project in a competent and timely manner.

A summary of the past recreational development and/or management and operation experience. Respondents should include a narrative that describes

- similar projects and explains why and how that experience is relevant to the proposed development project.
- 10) Identification of current and prospective projects that could impact this project.
- 11) Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- 12) Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- 13) A disclosure of whether or not the developer and/or any of the developer's principals, partners, co-venturers and/or subcontractors participating in the proposal or the project has been dismissed or disqualified from a bid or contract within the past five years, and if yes, the reason(s) why.
- 14) A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the developer's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.
- 15) Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the developer's (or its principals' or any affiliates') business and/or any of those entities' compliance with laws and other governmental requirements.
- 16) Descriptions of any procedures that relate to developer's ability to control costs and keep a project within budget.
- 17) References: The names, addresses, telephone and fax numbers and email addresses of at least three business references whom we may contact regarding the developer's business experience. For each, identify the property or properties about which the individual is informed. References may include building owners, architects, engineers, subcontractors, and other building or development professionals with whom you have worked.
- 18) Resumes or brochures.
- 19) Description of Project capital structure (total project budget and amounts of equity and construction financing.
- 20) Identify source of equity and prospective sources of construction financing covered in Section 4.3.2.7.

4.3.2 Development Concept

The proposal must include a detailed description of the development concept including but not limited to:

1) An indication of whether or not the respondent proposes to lease the entire parcel of Property (all 8 acres) or only a portion of the Property; and if the latter, what

- total square footage the respondent proposes to lease and the general area on the site planned for the development.
- 2) Proposed use(s) for the Property, projected total square footage, by use, number, type and size of facilities, parking, amenities, etc.
- Discussion of the physical plan and architectural character of the project and how the various programmatic and physical elements of the development will relate to one another.
- 4) A proposed plan of operation, including a business plan detailing the hours that will be made available to the general public and to the Town of Wellesley, operation of concessions and other anticipated revenue producing activity.
- 5) Discussion of environmental impacts, including but not limited to lighting, noise and traffic, during the construction and operating phases of the project. Mitigation should be proposed as necessary and appropriate. Also include a plan/process for working with neighbors and abutters during the construction and during the operation of the site should issues arise.
- 6) Description of the benefits and detrimental impacts of the project to the surrounding area and to the Town of Wellesley including, without limitation, discussion of:
 - a. Town services that will be required with the Facility;
 - b. A description of any other community benefits associated with the Facility; and
 - c. Analysis of the ways in which the proposal satisfies the Development Guidelines in Section 3 of this RFP.
- 7) A detailed description of the manner in which the construction and operation of the Facility will be financed, including, but not limited to, approximate amount of equity and construction financing (separately identified), identification of investors, banks, mortgage companies, real estate investment trusts or other financial institutions providing financing, the extent to which the Facility or income derived from the Facility's operation will be used to secure financing and the nature of the security.
- 8) The proposal must include a Management Plan for the ongoing management and operation of the Facility, including proposed operators/managers and their experience.
- 9) A 20 year operating pro forma highlighting the key assumptions that demonstrates the projects financial viability. The pro forma should include debt service and property taxes, capital improvements and lease payments to the Town.
- 10) Parking and traffic management, and pedestrian safety are key concerns for the development on this site so support for assumptions of the needs by use for different hours of the day as well as the mitigation plan is expected. If occasional extraordinary events are expected (e.g., big games, meets) the estimates and mitigation plan for those is expected as well. Given the constraints of the site, the Developer is encouraged to propose creative solutions to traffic and parking for the proposed uses.

4.3.3 Preliminary Plans

The proposal must include a 1"-20' or 1"-40 site plan that describes parking layout and numbers of parking spaces, building layout, entries, major landscaping features, etc. All other plans submitted shall be at a scale that allows ease of review. The proposal should also include architectural plans for the major athletic components of the project on the Property, with elevations, exterior and interior renderings and typical floor plans. Renderings should include a view from Rt. 9 during the day and night as well as the appearance from the perspective of abutters on Dale St (west) and Shadow Lane (south). The plans should also contain information about materials used and should highlight any interesting features such as sustainability, energy efficiency, and LEED certification or considerations.

4.3.4 Implementation Plan and Project Timetable

The proposal must include a description of how the development concept will be implemented, including but not limited to:

- 1) Detailed development schedule for all elements of the plan, including key permitting, financing, construction and operational milestones and projected completion/occupancy timeframes.
- 2) Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits. The developer should provide a schedule for securing approvals as part of the proposal. The developer should note zoning variances or amendments, special permits or modifications required, and should factor time into the proposed schedule for securing same.

4.3.5 Required Forms

All proposals shall include the following required forms:

- Disclosure of Beneficial Interests Form–M.G.L. c.7C, 38 (see Appendix A)
- Statement of Tax Compliance Form M.G.L. c. 62C, 49A (see Appendix B)
- Certificate of Non-Collusion Form (see Appendix C)

4.3.5 Project Financing & Financial Analysis

The proposal must include:

- 1) Sufficient information to demonstrate the developer's ability to obtain financing for the project in accordance with its schedule.
- 2) A description of the entity funding predevelopment costs associated with the project, and demonstration of its capacity to fund such costs.
- 3) A financial plan, presenting a detailed description of all "sources and uses" of funds as well as a statement and plan for financing the development.

4) A financial plan of operations, including a debt amortization schedule, a depreciation schedule and a 20-year projection of the Facility including plan of replacing equipment within the Facility.

The financial analysis provided in this section must be sufficient to demonstrate the financial feasibility of the proposal and the timeframe within which the project will be completed.

4.3.6 Financial Qualifications

The proposal must include evidence of the financial status of the developer, demonstrating the financial strength to carry out the proposed development, including management and operation of the facility. This shall include current financial statements for three (3) years from the developer. Also, provide the name, address, telephone and fax numbers, and email addresses of a contact at one or more financial institutions that are familiar with your current financial status and past experience. Provide contacts for lenders on all projects carried out within the last five years, including all current projects.

4.4 PRICE PROPOSAL SUBMISSION ENCLOSURES

The Lease provides guidelines for rental payment structure. Deviations from the structure provided in the Lease will be considered with preference for alternatives which maximize the value of rental payments to the Town over the term of the Lease.

5. Review and Selection Process

The review process will consist of two phases. First, all applications must meet the Minimum Evaluation Criteria specified below. All proposals that meet the Minimum Evaluation Criteria will be reviewed under the Comparative Evaluation Criteria listed in 5.2, below. Each criterion will be assigned a rating of Highly Advantageous, Advantageous, Non-Advantageous and Unacceptable. Respondents meeting the Minimum Evaluation Criteria may be asked for an interview and oral presentation to the Town. Any interview and/or oral presentation will be rated according to the same scale as the Comparative Evaluation Criteria. After all of the ratings have been compiled, the price proposals will be opened. The Town will determine the most advantageous proposal or proposals (in the event that the Town elects to lease portions of the Property to more than one developer) from one or more responsible and responsive respondents, taking into consideration the overall financial benefit to the Town and all evaluation criteria set forth in the RFP.

It is anticipated that all respondents will be notified of the results of the selection process in writing within 90 days of the submission deadline.

The Town will review proposals and select one or more developer(s) with whom to negotiate one or more ground lease agreement(s), substantially in the form of the sample ground lease which can be found in the Appendix D. If the Town and selected developer or developers are unable to come to agreement after a reasonable period of time on the terms and conditions for proceeding with the Facility or Facilities, the Town will proceed to the next highest ranked finalist or and ask that party to negotiate until an agreement is reached with a satisfactory developer or developers, or until the Town terminates the process. The selected proposal and the Lease will be presented to

Wellesley Annual Town Meeting (ATM) for a vote, and there is no guaranty that ATM will vote in favor of the project.

5.1 MINIMUM EVALUATION CRITERIA

All applications must meet the Minimum Evaluation Criteria specified as follows:

- a) One (1) original, ten (20) complete copies and one (1) complete electronic copy of the application with all required enclosures described in Section 4.3 and 4.4, above, must be submitted.
- b) Respondents must propose to build and operate a minimum of one (1) type of recreational facility on the Property.
- c) Project submission must include information and details necessary for the Committee to have confidence the proposed plan can withstand the scrutiny of the Town's approval process including Project Approval and Wetlands review and the Developer can obtain necessary permits within 18 months after the selection date, or an agreed upon date if zoning modifications are required. If zoning modifications are required, the project submission must include the proposed zoning change and a plan for presentation of that proposed change to a Wellesley Annual or Special Town Meeting.
- d) All traffic and stormwater/drainage mitigation (e.g. a traffic light on Rt. 9, retention ponds, etc.) required for permitting must be clearly highlighted, with respondent to be solely responsible for all costs and expenses in connection with such work.
- e) Project must provide significant benefits to the Town and/or its residents.
- f) Respondent must identify major issues relating to the Lease, including but not limited to, with respect to any Criteria in the Comparative Evaluation set forth in Section 5.2.1 below and proposed revisions in response.

FAILURE TO MEET THESE MINIMUM EVALUATION CRITERIA WILL RESULT IN THE REJECTION OF THE APPLICATION.

5.2 COMPARATIVE EVALUATION CRITERIA

All respondents who meet the Minimum Evaluation Criteria will be evaluated and ranked based on <u>Comparative Evaluation Criteria</u> that are summarized below. With these criteria the Town will be able to look at the relative merits of the proposals.

5.2.1 Comparative Evaluation Criteria:

	C	riteria	Rating Scale		
S1	SITE	Number of Uses - 3 uses	Very Advantageous	2 or 3 uses of high quality, incl	uding
		are desired but only if		an aquatic facility and a skating	g center
		project quality is	Advantageous	2 uses of high quality, including	g either

		maintained. Otherwise 2		an aquatic facility or a skating center
		uses with a high quality is	Non-Advantageous	1 use of high quality and space
		preferred.		remaining on site for more uses
			Unacceptable	Project uses of average or poor
				quality or for a singular use with no
				remaining space on site for more uses
S2	SITE	Synergy of facilities on the	Very Advantageous	Proposed uses fit together and make
		site and their uses.		highly efficient use of the site as well
				as shared uses of common facilities.
			Advantageous	Proposed uses fit reasonably together
				and make less efficient use of the site
				as well as shared uses of common
				facilities.
			Non-Advantageous	Proposed uses fit together less
				efficiently and there is minimum
				shared space.
			Unacceptable	Combined uses are independent and
				there is no shared space.
S3	SITE	Town Management of	Very Advantageous	No Town management of project
		Development - The town		development and one point of
		does not intend to be		contact for developer.
				'
		involved with managing the		,
		involved with managing the development of the project	Advantageous	
			Advantageous	No Town management of project, and
		development of the project	Advantageous	No Town management of project, and one point of contact with developer,
		development of the project or with managing the	Advantageous	No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for
		development of the project or with managing the relationship between	Advantageous	No Town management of project, and one point of contact with developer,
		development of the project or with managing the relationship between multiple developers of		No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project
		development of the project or with managing the relationship between multiple developers of different use facilities.	Advantageous Non-Advantageous	No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project Two or more points of contact for the
		development of the project or with managing the relationship between multiple developers of different use facilities. Preference will be given to		No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project Two or more points of contact for the Town with distinct areas of
		development of the project or with managing the relationship between multiple developers of different use facilities. Preference will be given to a single organization that		No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project Two or more points of contact for the Town with distinct areas of responsibility for elements of the
		development of the project or with managing the relationship between multiple developers of different use facilities. Preference will be given to a single organization that develops the entire project	Non-Advantageous	No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project Two or more points of contact for the Town with distinct areas of responsibility for elements of the project for each.
		development of the project or with managing the relationship between multiple developers of different use facilities. Preference will be given to a single organization that develops the entire project as well as a single		No Town management of project, and one point of contact with developer, but sub-developer(s) engaged for portion(s) of the project Two or more points of contact for the Town with distinct areas of responsibility for elements of the

S4	SITE	Town Management of	Very Advantageous	No Town management of facility with
		Operations - The town does		one point of contact for operator.
		not intend to be involved	Advantageous	No Town management of facility and
		with the operation of the	Advantageous	one point of contact with operator,
		site. Preference will be		but sub-operators engaged to operate
		given to a single		different uses.
		organization that operates		different daes.
		the entire site as well as a	Non-Advantageous	Two or more points of contact for the
		single organization that		Town, with clear lines of operating
		manages sub-operator(s).		and reporting responsibility.
		All "Town use" will be	Unacceptable	Town oversight and management
		managed by the Playing		required.
		Fields Task Force (or other		
		designated decision maker		
		on behalf of the Town)		
S5	SITE	Lighting – Outdoor lighting	Very Advantageous	Uses newest technologies to
				maximize use of dark sky lighting
				programs and minimal impact on
				abutters. Minimize impact after 9PM.
			Advantageous	Reasonable use of dark sky lighting
				programs and reasonable impact on
				abutters. Minimize impact after
				10PM.
			Non-Advantageous	Some use of dark sky lighting
				programs and some impact on
				abutters. Minimize impact after
				11PM.
			Unacceptable	Minimal use of dark sky lighting
				programs and maximum impact on
				abutters
S6	SITE	Neighborhood impact -	Very Advantageous	Site noise that would impact the
		Potential noise		neighbors especially during evening,
				night and morning hours to be fully

		Noise is more troublesome		mitigated.
		late at night through early	Advantageous	Site noise that would impact the
		in the morning. Noise		neighbors during the late night or
		includes things such as		early morning hours to be partially
		trash pickup, car doors		mitigated.
		closing, talking, mechanical	Non-Advantageous	Site noise to be no greater than
		systems.		current Route 9 site noise.
			Unacceptable	Significant noise that would impact
				the neighbors
S7	SITE	Parking - Parking shall be	Very Advantageous	100% of required parking during peak
		based on best practices for		hours located on property.
		facilities such as these.		Ability to accommodate buses in
		Documentation providing		parking lot (parking and shuttling).
		the basis for the estimated		
		number of vehicles by use		100% of required parking for special
		is expected in the		events held on property.
		submission.		
			Advantageous	100% of required parking during peak
				hours located on property.
				Ability to accommodate buses in
				parking lot (parking and shuttling).
				Plan provided for required parking for
				special events held on property.
			Non-Advantageous	100% of required parking during peak
			Tron /tavantageous	hours located on property.
				nour rocated on property.
				Ability to accommodate buses for
				shuttling on site or plan for nearby.
				Will "dayalan plan with Town" for
				Will "develop plan with Town" for
				parking for special events.
			Unacceptable	<100% of required parking during
				peak hours available.

				Not able to accommodate buses.
S8	SITE	Traffic - Traffic considerations shall be based on the site study as well as requirements resulting from the Project of Significant Impact (PSI) evaluations.	Very Advantageous Advantageous Non-Advantageous Unacceptable	Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 100% of the cost. Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 80% of the cost. Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 50% of the cost. Project mitigation plan does not mitigate expected traffic impacts and
				funds less than 50% of the cost.
S9	SITE	Pedestrian Safety and Circulation (including bicycles). Minimum requirements shall be based on the site study (Gale) as well as requirements resulting from the Project of Significant Impact (PSI) evaluations.	Very Advantageous Advantageous Non-Advantageous Unacceptable	Project promotes bicycle and pedestrian access to and on the site. Project promotes bicycle or pedestrian access to and on the site. Project provides safe bicycle and pedestrian on the site – meets PSI requirement. Project does not support bicycle and pedestrian access to and around the site.
S10	SITE (PSI, utilities,	Environmental and Sustainability Considerations. Minimum	Very Advantageous	Exceptional plan, highly consistent with result of Gale study.
	building requirements shall be requirements) based on the site study	Advantageous	Good plan, consistent with Gale study.	
		(Gale).	Non-Advantageous	Sufficient plan, considers Gale study.
			Unacceptable	No plan or plan that has assumptions

				inconsistent with Gale study.
T1	TOWN	Compensation for the land	Very Advantageous	Benefits to Town are significantly
		lease (which may include		above the market rate expectation.
		cash, reduced resident	Advantageous	Benefits to Town are above the
		fees, desirable free		market rate expectation.
		resident use times,	Non-Advantageous	Benefits to the Town meet the market
		preferred scheduling, or		
		other quantifiable	Unacceptable	rate expectation. Benefits below market rate.
		considerations for the	Onacceptable	benefits below market rate.
		Town). Values for features		
		should be detailed in the		
		response.		
T2	TOWN	Advantages for Wellesley	Very Advantageous	Town residents and organizations
		Residents and in-town		have first access. Some "free" access
		organizations - number of		also is provided.
		hours available.	Advantageous	Town residents and organizations
				have first access.
			Non-Advantageous	Town residents and organizations
				have first access only during certain
				times.
			Unacceptable	Preferential access is not provided to
				Town residents and organizations.
T3	TOWN	Advantages for Wellesley	Very Advantageous	Substantial Town team/league
		Residents and in-town		scheduling preference and special
		organizations - preference		resident pricing (perhaps including
		of hours for use.		scholarships").
			Advantageous	Either substantial Town scheduling
				preference or special resident pricing
				(perhaps including scholarships").
			Non-Advantageous	Some scheduling preference.
			Unacceptable	Minimal scheduling preference.
T4	TOWN	Impact for Wellesley	Very Advantageous	Uses significantly enhance the quality
		Residents - # of Wellesley		of life for many Town residents across
		residents that shall see the		all age and ability levels. Uses
		benefit of the project.		available for substantial number of

				Wellesley residents. Inclusion of
				multigenerational activities and
				accessibility.
			Advantageous	Uses significantly enhance the quality
				of life for many Town residents across
				some age and ability levels. Uses
				available for reasonable number of
				Wellesley residents. Inclusion of
				multigenerational activities and
				accessibility.
			Non-Advantageous	
				Uses available for some of Wellesley
				residents. Limited multigenerational
				activities.
			Unacceptable	Uses available for minimal number of
				Wellesley residents. Limited
				multigenerational use and/or not
				accessible.
T5	TOWN	Design elements and	Very Advantageous	Facility respects abutters' views,
		integration of facility with		leverages existing natural resources
		integration of facility with surrounding abutters and		leverages existing natural resources (aqueduct trail, wetland, slope, trees),
		surrounding abutters and		(aqueduct trail, wetland, slope, trees),
		surrounding abutters and		(aqueduct trail, wetland, slope, trees), provides walkways around and
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St.
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages existing natural resources (aqueduct
		surrounding abutters and	Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages existing natural resources (aqueduct trail, wetland, slope, trees), provides
		surrounding abutters and		(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages existing natural resources (aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St.
		surrounding abutters and	Advantageous Non-Advantageous	(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages existing natural resources (aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Meets PSI requirement. Is a stand-
		surrounding abutters and		(aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St. Facility respects some of the following: abutters' views, leverages existing natural resources (aqueduct trail, wetland, slope, trees), provides walkways around and through site. High curb appeal from Worcester St.

T6	TOWN	Sustainability and energy	Very Advantageous	Project uses the current best
		efficiency		practices for energy and water
				efficiency, recycled materials, is
		(Town related)		committed to alternative sources of
				energy and other aspects of
				sustainability, and incorporates LEED
				considerations.
			Advantageous	Project uses many of the current best
				practices for energy and water
				efficiency and recycled materials, is
				committed to alternative sources of
				energy and other aspects of
				sustainability, and reflects some LEED
				considerations.
			Non-Advantageous	Project uses some of the current best
				practices for energy and water
				efficiency and recycled materials, is
				committed to alternative sources of
				energy and other aspects of
				sustainability, and reflects a limited
				consideration of LEED.
			Unacceptable	Project does not use the current best
				practices for energy and water
				efficiency and recycled materials,
				reflects little consideration of
				alternative sources of energy and
				other aspects of sustainability and/or
				LEED.
T7	TOWN	Lease	Very Advantageous	Developer has no major issues with
				the proposed Lease.
			Advantageous	Developer has some major issues with
				the proposed Lease, but those are
				likely to be able to be resolved.

			Non Advantage	Developer has numerous major issues
			Non-Advantageous	
				with the proposed Lease that could
				be difficult to resolve to the Town's
				satisfaction.
			Unacceptable	Developer has a substantial number
				of issues with the proposed Lease
				that likely could not be resolved to
				the Town's satisfaction.
D1	DEVELOPER	Experience of Developer	Very Advantageous	Developer has designed and built a
	AND			significant number of facilities that
	OPERATOR			were successful that were similar to
				the Town's goals and expectations.
			Advantageous	Developer designed and built some
				facilities that were successful that
				were similar to the Town's goals and
				expectations.
			Non-Advantageous	Developer has designed and built
				some facilities that were successful
				that had different goals from the
				Town's.
			Unacceptable	Developer has a minimal number of
				projects developing similar types of
				facilities.
D2	DEVELOPER	Experience of Operator	Very Advantageous	Operator has a significant number of
	AND			years operating similar types of
	OPERATOR			facilities that match the Town's goals
				for this site
			Advantageous	Operator has a reasonable number of
				years operating similar types of
				facilities that match those project's
				goals and quality expectations
			Non-Advantageous	Operator has some years operating
				similar types of facilities that have
L		1	1	

				survived multiple business cycles.
			Unacceptable	Operator has a minimal number of
				years operating similar types of
				facilities.
D3	DEVELOPER	Financials –	Very Advantageous	Excellent financial capacity and
	AND	creditworthiness,		conservative equity investment plan.
	OPERATOR	insurance, bondable	Advantageous	Very good financial capacity and
				sufficient equity investment plan.
			Non-Advantageous	Good financial capacity and uncertain
				or to be determined equity
				investment plan.
			Unacceptable	Insufficient financial capacity.
D4	DEVELOPER	Financials - Certainty of	Highly	Pro Forma and financing plan for the
	AND	project funding, including	Advantageous	project give great comfort the project
	OPERATOR	construction and		can be capitalized within the time
		operation.		required to obtain permits, operate
				highly profitably and be able to
				maintain a high quality facility.
			Advantageous	Pro Forma and equity plan for the
				project give comfort the project can
				be capitalized within the time
				required to obtain permits, operate
				sufficiently profitably while
				maintaining the facility.
			N. A.I.	
			Non-Advantageous	Pro Forma and equity plan require
				favorable assumptions for the project to be capitalized within the time
				required to obtain permits, be
				successful and to allow for high
				quality maintenance.
				Pro Forma or the equity plan seem
			Unacceptable	insufficient for the project to be
				ļ-· - j

				capitalized within the time required to
				obtain permits and support the
				project and its expected maintenance
				over the life of the project.
U1	USES	Rink - As ranked by sub-	Very Advantageous	Project ratings determined by the use
		committee.	Advantageous	sub-committee, based upon the
			Non-Advantageous	programmatic and use preferences
			Unacceptable	set forth in Section 3.1.1 of the RFP
				and in the RFP Online Folder.
U2	USES	Aquatics - As ranked by	Very Advantageous	Project ratings determined by the use
		sub-committee.	Advantageous	sub-committee, based upon the
			Non-Advantageous	preferred objectives set forth in
			Unacceptable	Section 3.1.2 of the RFO and in the
				RFP Online Folder.
U3	USES	Fields - As ranked by sub-	Very Advantageous	Project ratings determined by the use
		committee.	Advantageous	sub-committee based upon the
			Non-Advantageous	preferred objectives set forth in
			Unacceptable	Section 3.1.3 of the RFP.

5.3 CONDITIONS, TERMS AND LIMITATIONS

This Request for Proposals is subject to the specific conditions, terms and limitations stated below:

- 5.3.1 The Property is to be conveyed by lease "as is" without any representations with regard to its condition.
- 5.3.2 The Facility shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State, Regional and Town authorities having jurisdiction.
- 5.3.3 Valid permits and approvals, as required by Town, Regional, State and Federal agencies, shall be obtained by the developer/contractor prior to commencing work.
- 5.3.4 The selection of one or more developers will depend on satisfying the additional documentation and review requirements described in this RFP and will be subject to the Comparative Evaluation Criteria described in Section 5.2 of the RFP.
- 5.3.5 No transaction will be consummated if any principal of any selected developer is in arrears or in default upon any debt, lease, contract or obligation, including without limitation, real estate taxes and any other municipal liens or charges to any local, state, or Federal authority, including the Town of Wellesley, or to any other party. The Town reserves the right reject any proposal by any such developer.
- 5.3.6 The Town is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any developer at any time including the cost of responding to the RFP.
- 5.3.7 This RFP does not represent any obligation or agreement whatsoever on the part of the Town.
- 5.3.8 Selection of one or more developers' proposal(s) will not create any rights on the developers' part, including, without limitation, rights of enforcement, equity or reimbursement, until all related documents are fully executed and approved by the Town.
- 5.3.9 The most advantageous proposal or proposals from one or more responsive and responsible respondent(s), taking into account consideration price and all other evaluation criteria set forth in the RFP, will be selected. The Town reserves the right to reject any and all proposals if it determines that it is in the best interest of the Town to do so. All decisions are at the sole and absolute discretion of the Town.
- 5.3.10 All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any developer, will be within the sole discretion of the Town.
- 5.3.11 This RFP, and any agreement resulting therefrom, are subject to all applicable laws, rules and regulations promulgated by any Federal, State, regional or municipal authority having jurisdiction over the subject matter thereof.

5.4 Schedule of Appendices on CD

Appendix A Disclosure of Beneficial Interests Form (MGL c. 7C, 38)

Appendix B Statement of Tax Compliance Form (MGL c.62C, 49A)

Appendix C Certificate of Non Collusion Form

Appendix D Draft Ground Lease

Appendix E Gale "Fit Test" Site Plan

Appendix F Athletic & Recreation Facility Stormwater & Traffic Parking

Study

Appendix G Environmental Due Diligence Report relative to site conditions

Appendix H Wellesley Aquatic Center Needs Study

Appendix I ANRAD Documents for site

Appendix J CADD Site Plan

5.5 RFP Dates of Note

August 27, 2015 RFP Application Package available at 9:00 am at DPW

September 30, 2015 Pre-bid meeting (DPW) and site walk at 11:00 am

October 15, 2015 Last day to submit questions in writing via mail or email

to the Town

October 29, 2015 Last day for Town to issue any addenda to the RFP

November 20, 2015 RFP Submittal Deadline at noon at DPW

December 7-11, 2015 Anticipated dates for interviews

February 18, 2015 Anticipated notice to respondents on the selection process

A RESPONSE TO A REQUEST FOR PROPOSALS

Presented to:



Massachusetts Port Authority One Harborside Drive, Suite 200S East Boston, MA 02128

Respectfully presented by:



Bedford Sports Center LLC 191 Hartwell Road Bedford, MA 01730



June 29, 2011



Brian V. DeVellis, Esq.

Lombardo & DeVellis LLP

41 North Road – Suite 100A

Bedford, Massachusetts 01730

T 781 538-6821: F 781 538-6831

bdevellis@lombardodevellis.com

www.lombardodevellis.com

June 29, 2011

Michael Grieco Assistant Secretary-Treasurer Massachusetts Port Authority - Logan Office Center One Harborside Drive, Suite 200S East Boston, MA 02128

Re: Massachusetts Port Authority's Request for Competitive Proposals

Hartwell Road Site Development at L.G. Hanscom Field

Dated May 23, 2011 regarding

Dear Mr. Grieco,

On behalf of the Bedford Sports Center LLC, please accept this Response to your Request for Competitive Proposals issued May 23, 2011. We trust that the Authority will find it complete and satisfactory in its requirements, and look forward to the opportunity to discuss it further with you.

As required, this submission includes:

- One envelope marked "Contains Original Proposal and Proposal Deposit" containing the original Response and a check in the amount of \$25,000.00 made payable to "Massachusetts Port Authority"
- Ten copies of the Response
- Attachment D Form of Lease Amendment

Should you have any guestions, please do not hesitate to contact me.

Sincerely,

Lombardo & DeVellis LLP

Brian V. DeVellis, Esq.

SECTION 3: PROPOSAL FORM

To: Massachusetts Port Authority - Logan Office Center

One Harborside Drive, Suite 200S

East Boston, MA 02128

Attn: Michael Grieco Assistant Secretary-Treasurer

The Edge Sports Center LLC, by its manager Scott M. Fusco acknowledges receipt of the Massachusetts Port Authority's Request for Competitive Proposals for Hartwell Road Site Development at L.G. Hanscom Field dated May 23, 2011 and hereby submits the following Proposal in response thereto.

	June 29, 2011	
Scott M. Fusco, Manager	Dated	

List of Exhibits & Attachments

Exhibit 1	DNBi Credit Rating Report
Exhibit 2	Insurance Reference
Exhibit 3a	Financial Statements 2008
Exhibit 3b	Financial Statements 2009
Exhibit 3c	Financial Statements 2010
Exhibit 3d	Letter of Interest from Funding Source
Exhibit 4	Professional Resumes
Exhibit 5	Letters of Reference (3)
Exhibit 6	BPHA Letter of Tenant Interest
Exhibit 7	Traffic Memorandum
Exhibit 8	Newspaper Articles & Community Support
Exhibit 9	Construction Phasing Plan
Exhibit 10	Excerpts BSC Employee Handbook
Attachment A	Conceptual Site Plan

Attachment B Conceptual Site Perspective

Attachment D Form of Lease Amendment

Attachment C Financial Proposal

3.1 Background Information

a. Name, Address, Telephone Number and Facsimile Number of Proposer

Bedford Sports Center LLC (dba The Edge Sports Center) 191 Hartwell Road Bedford, MA 01730 Tel. (781) 275-9700 Fax (781) 275-7599

b. Description of Proposer (Corporation, Partnership, Consortium, etc.)

Bedford Sports Center is a Massachusetts Limited Liability Corporation in good standing.

Is Proposer now qualified to do business in the Commonwealth of Massachusetts

Yes, the Bedford Sports Center LLC is qualified to do business in the Commonwealth. The EIN for The Bedford Sports Center LLC is 20-860-8100.

d. State of Incorporation, if any

Bedford Sports Center LLC is organized under the laws of the Commonwealth of Massachusetts

e. Name, Title, Business Address, Telephone Number and Facsimile Number of person responsible for submitting this Proposal

Scott M. Fusco, Manager Bedford Sports Center LLC 191 Hartwell Road Bedford, MA 01730 Tel. (781) 275-9700 Fax (781) 275-7599

 Name, Title, Business Address, Telephone Number and Facsimile Number of person with whom to communicate with regarding this Proposal if different from above

Brian DeVellis, Esq Lombardo & DeVellis LLP 41 North Road Suite 100A Bedford, MA 01730 Tel. (781) 538-6821 Fax (781) 538-6831

q. Please provide present credit rating information (specify if other than Dun and Bradstreet, Inc.)

See Exhibit 1

- h. Please attach a description of Proposer's financial status which is sufficient to enable the Authority to evaluate the financial qualifications of the Proposer and to determine if the Proposer meets the minimum eligibility requirements. The description should include, but not be limited to:
 - At least three financial / credit references, one of which must be a bank which has handled financial matters for the proposing entity or its principles for a period of not less than two (2) years. All credit reference information should include (a) the full name and address of the financial institution, (b) the name and telephone number of the contact person within that financial institution, the duration of time over which the financial institution has extended credit to the proposing entity; and (d) the nature of the credit extended to the proposing entity.
 - 1. **TD Bank** (loan on current facility)

7 NE Executive Park Burlington, MA 01803 Joanne R. Tercho, Vice President 781- 221-6311

2. KLC Financial, Inc (Finance of Zamboni for past 4 years)

3514 County Road 101 Minnetonka, MN 55345 Jared Keepman 952.224.4306

3. First Insurance Funding Corp. (Insurance financing for past 3 years)

PO Box 66468 Chicago, IL 60666-0468 800-837-3707

2) Insurance References, including a letter of reference and the full name and address of the insurance company as well as the name and telephone number of the contact person.

Cleary Insurance

226 Causeway Street
Boston, MA 02114
Bill Cleary 617-723-0700
See Exhibit 2 for Letter of Reference

3) Proposer's financial statements and statements of conditions for each of the last three years audited by a Certified Public Accountant. If the Proposer's financial statements are consolidated with an affiliated company, submit both the consolidated financial statements and the separate financial statements of the Proposer.

See Exhibit 3 (a - 2008, b - 2009, c - 2010)

4) Has Proposer any present overdue indebtedness to any government unit or agency, or any outstanding claim or demand of indebtedness? If so, please specify.

No

5) Has the Proposer filed for bankruptcy within the last five years? If so, please describe current status.

No

3.2 Operating Experience

a. Provide a statement of history of the Proposer's experience in the conduct of office, industrial and sports facility operations. Provide a list of specific projects Proposer has managed including a description of the scope of the project and number of years Proposer managed the project.

Bedford Sports Center is the culmination of the vision of Scott Fusco and Brian DeVellis and eight like minded founders with the common desire was to provide Bedford and the surrounding communities the opportunity to participate in and take advantage of a year round athletic facility that provides state-of-the-art recreational amenities for all ages and abilities.

The project began in earnest with design and permitting efforts in January 2007, followed by groundbreaking four months later in May 2007 and operations in October the same year. The ten month design to occupancy timeframe is unprecedented evidence of the cooperative desire by the founders, equity partners, community leaders, lenders and townspeople, without whose overwhelming support and encouragement the project would not have been feasible.

In addition to acting as the General Manager of the Edge Sports Center from its inception 4 years ago, Mr. Fusco has had a successful career as a manager of several success businesses. Please see **Exhibit 4** for Mr. Fusco's professional resume.

Rounding out the operations staff at the Bedford Sports Center are Mike McGrath, Facility Manager; Peter Dion, Assistant Facility Manager; Lauren McAuliffe, Field Manager; and Michelle Palumbo, Retail Store Manager. The core of this operations staff has been in place since the inception of the business in 2007.

The experience of the Edge Sports Center was recently recognized when it was awarded the Bedford Chamber of Commerce 2010 Business of the Year "in recognition of a highly innovative and successful business that is creatively involved in community activities".

In addition to the Bedford Sports Center full time staff, Mr. Brian DeVellis, one of its 2 founding members, has been developing and managing commercial real estate projects and their development for the past 15 years. Most recently, Mr. DeVellis designed, permitted, constructed and is managing member of a sixteen thousand square foot developed retail convenience plaza in Fitchburg, MA – Vogue Plaza. In this capacity, Mr. DeVellis managed brokers, executed leases for the eleven unit plaza's tenants, and has managed the month to month operations of the development.

- b. Provide letters of reference and list the full name and address of the company as well as the name and telephone number of a contact person for at least three general operating references (indicate relationship).
 - Lombardo & DeVellis, LLP
 41 North Road Suite 100A
 Bedford, MA 01730
 Philip C. Lombardo, Jr. 781-538-6821
 Legal Council

2. Cleary Insurance

226 Causeway Street Boston, MA 02114 Bill Cleary 617-723-0700 Insurance Agent

3. Pine State Trading Co.

8 Ellis Avenue Augusta, ME 04330 Rich Higgins 207-622-3741 Retail Vendor

See Exhibit 5 (a,b,c)

3.3 Description of the Development Team

a. Indicate the form of organization of the entity or proposed entity that would be the party to the Lease Agreement with the Authority. If the entity is a subsidiary of, or otherwise affiliated with, another organization the Proposer shall indicate such relationship.

The Proposer will be: Bedford Sports Center LLC 191 Hartwell Road Bedford, MA 01730

b. Identify all participants in the development team including those members responsible for the building design, landscape and site design, engineering, environmental and permitting, LEED Certified profession, legal and financial staff as well as investors and lending institutions. Submit an organization chart showing all team members, the responsibility of each team member, and the proposed interrelationships of the team with the Authority during the design, development and operation of the project.

Facilitating all aspects of the development team will be Bedford Sports Center co-founder Brian DeVellis. Mr. DeVellis manages a full service Land Use Development company specializing in Land Use and Environmental Law and Landscape Architecture & Land Use Planning, bringing twenty years of experience to assist clients in the areas of Governmental Relations, Community Relations, Planning and Zoning, and Land Development and Building Expedition. As a licensed Attorney and registered Landscape Architect, Mr. DeVellis creates projects that provide sensible land use planning and redevelopment along with environmental appreciation. Please see below for Mr. DeVellis' professional resume.

The following is the anticipated list of participants in the development team:

Specialty	Company	Contact
Site Design / Landscape	DeVellis Consulting Group	Mr. Brian DeVellis, RLA
& Permitting		
	DSC will site all buildings, parking and physical improvements as well	
	as complete a low impact landscape plan for the site.	
Building Design	J. S. MACPHEE COMPANY ARCHITECTS	Mr. Jonathan MacPhee, RA
	JSMC will set the overall feature and tone for the building development	
	on the site, marrying it to the existing Edge Sports Center	
Engineering	Whitman & Bingham	Mr. Jamie Rheault
	W&B will prepare all survey, drainage and engineering plans for	
	submission to the Authority.	
Environmental	GeoInsight, Inc.	Mr. William Gibbons, PG/LSP
	GeoInsight will review all existing environmental data, highlight areas	
	of concern for the development team, and have input on any potential	
	issues or mitigation.	
Legal	Lombardo & DeVellis LLP	Philip C. Lombardo, Jr., Esq.
	Attorney Lombardo will advise on all legal matters, including lease	
	execution, permit application and financing negotiations and	
	settlements.	
Financing / Investors	TD Bank / Bedford Sports Center LLC	Ms. Joanne R. Tercho
	We anticipate continuing with TD Bank as our lender, as they are	
	anxious to see us grow in our current facility. Various members of the	
	LLC will assist in the negotiations with TD Bank, however Mr. Fusco	
	will be the primary point of contact.	

Although we anticipate assembling a very professional and capable development team, the points of contact with the Authority will be Mr. Brian DeVellis for all land planning, permitting and construction matters, Mr. Scott Fusco for all financing and investor matters, and Attorney Lombardo for all legal matters.

c. Provide information for all firms on the proposed team, including company profiles, individual resumes of key personnel who would be assigned to the project and descriptions of relevant experience.

See response to Section 3.3(g) below.

d. Identify any potential conflicts that individual members of the proposed team may have because of prior relations with the Authority, members of the Authority's Board or its officers.

No potential conflicts are known at this time.

e. Identify firms that are qualified minority or women owned business enterprises (M/WBEs) and clearly set forth the nature of their participation (including their responsibilities and the timing of their participation).

We have no current M/WBEs anticipated as part of our design team.

f. Provide evidence of financial capacity of the development team to undertake the project and to complete it expeditiously. Evidence should include certified financial statements, credit rating information or other objective evidence of financial capacity. The proposed capital structure should include sources of equity and debt and amounts of each with written letters of interest from funding sources.

See Exhibit 1 (DNBi Report), Exhibit 1B (Funding Source Letter of Interest) and Exhibit 3C (2010 Financial Statement)

g. Provide information related to relevant past experience of the team. The development team should demonstrate specific experience in what they anticipate to be the major technical components of the project. Such components should include design, permitting, development project management, governmental approvals and community review, LEED Certification project experience, and project operations.

The following pages detail the company profiles, experience and relevant expertise of our anticipated development team as detailed above in Section 3.3(b) and (g). For more detail on each company, please review each company's listed website and corporate profile.

DEVELLIS CONSULTING GROUP (www.devellis.net) is a full service Land Use Development strategy company specializing in Land Use and Environmental Law and Landscape Architecture & Land Use Planning. We bring twenty years of experience to assist clients in the areas of Governmental and Community Relations, Planning & Zoning, and Land Development and Building Expedition. As a licensed Attorney and registered Landscape Architect, the firm's principal, Mr. Brian DeVellis creates projects that provide sensible land use planning and redevelopment along with environmental appreciation. The DeVellis Group offers a complete package of services from one strategic base.

Mr. DeVellis' experience in negotiating the permitting process has led to the successful permitting and construction of the following projects through local, state and federal authorities:

The Golf Club of New England is a 7,200 yard Championship Arnold Palmer Golf Course, Stratham NH. Mr. DeVellis brought the conceptual plan from Arnold Palmer Course Design through engineering design and received permits from two local towns, state & federal agencies, and into construction in less than twelve months from engagement. The project involved greater than ten acres of wetland impact, wetland enhancement and creation, as well as 37 home sites, an 18,000 square foot clubhouse, and two hundred fifty acres of permanent conservation easement.



Vogue Plaza is a 16,500 SF Retail Plaza located in Fitchburg, MA. Mr. DeVellis was responsible for all site master planning and design, as well as the selection and contracting of survey, demolition, environmental, engineering and architectural team members. Presented and received all the regulatory approvals before authorities at the neighborhood, State and local levels. Mr. DeVellis also secured acquisition and construction financing as well as construction oversight.



Villages at University Park is a 175 home Senior Housing and Continuing Care community located in West Hartford CT. Mr. DeVellis was responsible for site due diligence including Phase I and II Environmental review, site master planning and design, as well as the selection and sub-contracting of survey, resource area delineation, engineering and architectural team. Mr. DeVellis personally presented and received all the regulatory approvals before authorities at the neighborhood, State and local levels.



The EDGE Sports Center is a 75,000 SF Indoor Sports Complex with ice and turf, Bedford, MA. Mr. DeVellis was responsible for all the site and building design, as well as contracting for legal, survey, engineering, environmental, resource area delineation, and site, building and ice surface contractors. Mr. DeVellis brought project from conceptual design, through permitting, land lease and financing and into building occupancy in eleven months.









WHITMAN & BINGHAM ASSOCIATES, LLC (<u>www.whitmanbingham.com</u>) is located in Leominster, Massachusetts and serves the surveying, civil engineering requirements of clients throughout New England.

The staff at WBA includes Registered Professional Engineers, Land Surveyors, licensed water and wastewater professionals, as well as many hazardous waste certifications. Their personnel are experienced in hazardous waste assessments and permitting, residential, industrial, and commercial projects, storm water management, and environmental permitting.

WBA employs Computer Aided Design & Drafting (CADD) technologies in all projects. With intensive experience in this field they are well prepared to utilize the precision and economy that CADD provides. At the client's option plans and data can be provided in electronic form with direct transmittal to the client's computers.

Certifications

Registered Professional Engineers & Land Surveyors

MA, NH, CT, ME, FL, RI

State of New Hampshire

Certified Sewage Disposal Designers

Hazardous Waste Certifications

OSHA - Certified 40 Hour Health and Safety Personnel Licensed Site Professionals (LSP)

Certified Concrete Technicians

Massachusetts Class - A

Certified Wastewater Treatment Plant Operators

Massachusetts Grade II - Industrial & Grade IV- Municipal

Certified Drinking Water Supply Operators

Massachusetts Grade IV

Massachusetts Title V Certifications

Licensed Soil Evaluators Licensed System Inspectors

Whitman & Bingham's experience in engineering and permitting throughout New England has led to the successful permitting and construction of the following projects:









Leominster Hospital

CVS Pharmacy

WAL MART Stores

MA DOT Survey (Rte.12)

J. S. MACPHEE COMPANY | ARCHITECTS (<u>www.jsmacphee.com</u>)

J. S. MacPhee Company | Architects, located in Concord, is comprised of dedicated design professionals committed to producing architecture of the highest quality, marked by conceptual innovation, investigation of materiality, and a strong attention to detail. Every project is approached as a unique challenge, and the work ranges in scale from the small (Custom residential, furniture and product design) to the large and complex.

The firm provides a variety of architectural and design services from landscape design, interior design, furniture design to graphic design and planning on projects throughout New England. To each of these projects the office brings an exploratory attitude to the investigation of space and materiality, and a concern for issues of sustainability and the performance of the building over time, both functionally and environmentally.

We view architecture as a transforming and enduring force – for change, for growth, for community.

J.S. Macphee Company's experience in building design and construction throughout New England has led to the following successful projects:









Worcester Regional Association of Realtors (2007)

SBLI - Savings Bank Life Insurance (under construction)

GEO-INSIGHT, INC. (www.geoinsight.com) develops practical engineering solutions that achieve the goals of everyone involved. GeoInsight assists their clients navigate the regulatory landscape with a practical science and engineering that makes a project succeed by digging to uncover the relevant facts then give straight-forward answers.

GeoInsight was founded in 1993 on a deeply-held set of core values that, to this day, guide its work with clients and the very structure of the company. Continuous attention to the specific needs of our clients has fostered steady growth from an initial staff of three at a single location to its current level of over 60 staff in three locations in the northeastern United States. The highly experienced staff possesses and continuously nurtures a wide range of professional qualifications including licensed professional engineers, geologists, wastewater treatment plant operators, site and environmental professionals, septic system designers, erosion and sedimentation control professionals, asbestos inspectors and planners, and ISO 14000 auditors.

GeoInsight understands the pressures that clients can experience trying to grow their business while making payroll and managing cash. That's why they provide personal, attentive service and always partner with clients to provide solutions that work best for their situation. As engineers and scientists, they are driven to fix things. And as experienced, responsible professionals, they are driven to fix things the right way.

GeoInsight's experience in engineering and permitting throughout New England has led to the successful implementation of the following projects:

Peterborough Oil Company, Inc. GeoInsight has supported Peterborough Oil at 23 of its petroleum distribution facilities throughout Massachusetts and New Hampshire. GeoInsight has supported Peterborough Oil during due diligence for acquisition, divestitures, and refinancing. At times, when contamination was newly found, GeoInsight conducted a comprehensive site investigation to evaluate the best course for clean-up. Other times, after initial evaluation by others, GeoInsight assumed the operation and maintenance of remediation systems to ensure reliability of the system and the preparation of required reports to maintain compliance.









Goffstown Athletic Field from Converted Landfill. Unusable by the public, closed town landfills typically waste valuable land and resources. When the Town of Goffstown, New Hampshire, needed to close its municipal landfill, they wanted something that wasn't considered acceptable. Although the NH Department of Environmental Services (NHDES) had never before allowed it, the Town wanted to reuse the land from two adjacent landfills-totaling 18 acres in size-and put it back into public use. The Town chose GeoInsight to help with the landfill conversions. They were the only firm that suggested-or would even consider-a comprehensive landfill reuse strategy.





See following for Mr. William Gibbon's professional resume:

LOMBARDO & DEVELLIS LLP (www.lombardodevellis.com) is committed to servicing the legal and business needs of their clients by working with them to achieve their desired goals and objectives. Lombardo & DeVellis LLP is built on traditional values of dedicated client care and experienced management of client affairs. With offices conveniently located in Bedford, Massachusetts, Lombardo & DeVellis LLP is a law firm providing personalized legal advice, counsel, and transactional services

Lombardo & DeVellis represents developers and property owners in projects throughout the Northeast on zoning and development matters. L&D is able to advise clients on zoning and land use matters including planning, permitting - including wetland orders and zoning variances and special permits, administrative proceedings and environmental issues including cleanups, remediation strategies, hazardous-waste laws and compliance. Our understanding of local, state and federal regulations allows us to help our clients in all aspects of their zoning, environmental and development matters. L&D assists clients with all aspects of leasing services for commercial space, industrial, office, retail and residential rental units. They work with both landlords and tenants across a wide array of industries in transactions including short and long term leases, subleases and assignments, ground leases and lease to purchase deals.

Lombardo & DeVellis is committed to serving the broad range of needs of businesses. For new businesses, we work closely with our clients on the selection and set-up of the business form, whether corporation, limited liability corporation, or other entity. For existing businesses, we advise our clients on everyday matters such as drafting and reviewing contracts, leasing, labor and employment issues, financing, and all other general business matters. We advise our clients on operating and governance issues as well as reorganization and dissolution.

PHILIP C. LOMBARDO, JR. Partner

Practice Areas:

- Real Estate
- Estate Planning
- Business and Corporate Law

Phil is a founding partner in the firm, and prepared the original Bedford Sports Center LLC loan and leasing documents. His practice includes representation of clients in all phases of commercial and residential real estate: sales, acquisitions, construction, development, lending and leasing, including advice on issues related to title, financing, zoning and environmental laws and regulations. Phil's recent projects include zoning variances, special permits and site plan review approval for sites in Woburn, Reading, Webster, Hudson, and Westwood, Massachusetts and Manchester, New Hampshire.

Phil received his *juris doctorate* from Suffolk University School of Law in Boston 1984, with his undergraduate from the University of Connecticut, Storrs, B.A. Magna Cum Laude in 1980. Phil's significant past projects include acquisition and financing of medical office building connected to Massachusetts General Hospital ambulatory care unit in Peabody, MA and medical office buildings in Charlton and East Bridgewater, MA; lender's counsel for commercial real estate loans; acquisition of several nursing homes; representation of major corporations in hazardous waste enforcement and litigation; acquisition, permitting and leasing of gasoline service stations in Bridgewater, Freetown, and Medfield, MA; and real estate and environmental due diligence in connection with mergers and acquisitions.

Phil was born in Connecticut and currently resides in Boston

3.4 Project Description

Provide a description of the project to be developed including:

a. Program statement indicating the proposed use(s), estimated square footage, parking requirements and any special program elements

Bedford Sports Center proposed to develop the project to include recreational and professional athletic facilities, office and mixed use retail and commercial uses – as shown on the following Site Plan and Development Matrix:



DEVELOPMENT MATRIX

Phase	Proposed Use	Estimated Square Ft.	Parking	Special Programming Elements
Ph I	Hockey Rink with associated support	30,000	75+/-	Fills immediate need for Bedford Sports to satisfy their programming demands for 2012/2013
Ph II	BPHA and Accessory Uses	45,000	75+/-	BHPA Hockey Operations and accessory use for short term stay facilities for players, staff and BSC junior teams
Ph III	Office and Commercial Development	45,000	75+/-	Capitalizing on the BPHA development and BSC's growth, create a commercial / office development

As the owners of the 31 team East Coast Wizards hockey program, Bedford Sports Center LLC is looking to fill their immediate need for an additional sheet of ice for our own program, as well as to support the local hockey, figure skating, and professional hockey needs. For the past several years, we have been in discussions with the Boston Professional Hockey Association Incorporated (BPHA) *dba* Boston Bruins, who are looking to develop a hockey operations facility for the team – see attached statement of intent **Exhibit 6** in response to section 3.4(f) below.

Should we be the chosen developer, we would immediately begin permit drawings for Phase I and further discussions with BPHA towards entering into either a lease agreement or a joint venture development agreement for Phase II. Should we be fortunate to come to terms with BPHA and when market conditions support the Office / Commercial Phase III, we would then proceed with the design development for the third and final phase.

In response to Section 3.4 (b)-(e), see Attached Site Plans and Perspective

- b. Site plans showing location of building(s), vehicular and pedestrian circulation, public spaces and any special features of the Project Site or building layout. See Attached Site Plans and Perspective
- c. Conceptual building plans indicating overall design concept, massing, size, configuration, uses, typical floor plate size(s), exterior appearance and materials and any special design features. See Attached Site Plans and Perspective
- d. Demonstration of how the building and site plan concept takes advantage of the Project Site and how the project will meet LEED Certification. The Proponent is encouraged to achieve LEED Silver Certification, or higher.

The building and site plan take advantage of LEED Certification by means of the following preliminary LEED Certification Checklist:

海 日	2009 for New Construction at t Checklist	and major Kenov	acions				roject Na D
Sustai	nable Sites	Possible Points:	26			ials and Resources, Continued	
Prereg 1	Construction Activity Pollution Prevention			Y ?	N Credit 4	Recycled Content	1 to
Credit 1	Site Selection			1	Credit 5	Regional Materials	1 to
Credit 2	Development Density and Community Conne	activity		×	Credit 6	Rapidly Renewable Materials	1 40
Credit 3	Brownfield Redevelopment	ectivity	-	1	Credit 7	Certified Wood	
	Alternative Transportation—Public Transpor	station Acress	4		Credity	Certified Wood	
	Alternative Transportation—Bicycle Storage			ПТ	Indoor	Environmental Quality Possible Point	s: 15
	Alternative Transportation—Low-Emitting a		2		IIILICOI	Environmental Quanty Possible Follic	
	Alternative Transportation—Parking Capacit		2	Y	Prereg 1	Minimum Indoor Air Quality Performance	
Credit 5.1	[12] [12] [12] [13] [14] [15] [15] [15] [15] [15] [15] [15] [15		-	Y	Prereq 2	Environmental Tobacco Smoke (ETS) Control	
		at	1	-	Credit 1	Outdoor Air Delivery Monitoring	
Name and Address of the Owner, where	Site Development–Maximize Open Space		2	X		Increased Ventilation	1
	Stormwater Design—Quantity Control		1	X	Credit 2		1
	Stormwater Design—Quality Control		1	X		Construction IAQ Management Plan—During Construction	1
	Heat Island Effect—Non-roof Heat Island Effect—Roof		1	X		Construction IAQ Management Plan—Before Occupancy	1
			1	X		Low-Emitting Materials—Adhesives and Sealants	1
Credit 8	Light Pollution Reduction		1	X		Low-Emitting Materials—Paints and Coatings	1
T. Breeze	***	The state of the state of		X		Low-Emitting Materials—Flooring Systems	1
Water	Efficiency	Possible Points:	10			Low-Emitting Materials—Composite Wood and Agrifiber Products	1
	THE RESERVE AND ADDRESS OF THE PARTY OF THE			X	Credit 5	Indoor Chemical and Pollutant Source Control	1
Prereq 1	Water Use Reduction—20% Reduction		-	X		Controllability of Systems—Lighting	1
Credit 1	Water Efficient Landscaping		2 to 4	X	Credit 6.2		1
Credit 2	Innovative Wastewater Technologies		2	X	Credit 7.1		1
Credit 3	Water Use Reduction		2 to 4	X	Credit 7.2		1
T PROPERTY.	The second secon	TWO CONTROL WITH CONTROL OF	-	X	Credit 8.1		1
Energy	and Atmosphere	Possible Points:	35	X	Credit 8.2	Daylight and Views—Views	3.
Prereq 1	Fundamental Commissioning of Building Ene	ergy Systems			Innova	ation and Design Process Possible Point	5: 6
Prereq 2	Minimum Energy Performance			II // (II)			
Prereq 3	Fundamental Refrigerant Management					Innovation in Design: Specific Title	1
Credit 1	Optimize Energy Performance		1 to 19			Innovation in Design: Specific Title	1
Credit 2	On-Site Renewable Energy		1 to 7		Credit 1.3	Innovation in Design: Specific Title	1
Credit 3	Enhanced Commissioning		2		Credit 1.4	Innovation in Design: Specific Title	1
Credit 4	Enhanced Refrigerant Management		2		Credit 1.5	Innovation in Design: Specific Title	1
Credit 5	Measurement and Verification		3	X	Credit 2	LEED Accredited Professional	1
Credit 6	Green Power		2				
Materi	als and Resources	Possible Points:	14	ш	Region	nal Priority Credits Possible Point	IS: 4
- Constitution	State Land Comment property as a pariety			X	Credit 1.1	Regional Priority: Specific Credit	1
Prereq 1	Storage and Collection of Recyclables			X	Credit 1.2	Regional Priority: Specific Credit	1
Credit 1.1		ors, and Roof	1 to 3	X		Regional Priority: Specific Credit	1
Credit 1.2	Building Reuse-Maintain 50% of Interior No		1			Regional Priority: Specific Credit	1
Credit 2	Construction Waste Management	A CONTRACTOR CONTRACTOR (NEW YORK)	1 to 2			2210/#800010000000000000000000000000000000	
Credit 3	Materials Reuse		1 to 2		Total	Possible Point	er 440

e. Design - Provide sketches, layout plans, material boards and descriptions which convey the proposed design, including signage for the Hartwell Road location. Explain how the premises package and facility design complement the overall operation.

See Attached Site Plans and Perspective. The signage on Hartwell Road will resemble the existing EDGE sign to the right. With regards to the building materials, we anticipate the proposed Phase I rink building, as it will be attached to the existing rink building, will be split face concrete masonry blocks with metals to match the existing. The base of the Phase I building will introduce some modular brick banding to begin the transition to the Phase II and III buildings. The proposed signage base will also match the existing base which matches the split face block.

The proposed Phase II and Phase III buildings will introduce a modular brick element and glass to encourage natural light to penetrate the interior spaces where appropriate. Care will be taken to screen all mechanicals from vehicular and pedestrian point of access the site and landscaping will be designed to buffer the parking fields from Hartwell Road and abutting uses.





f. Proposed development schedule and, if applicable, lease-up schedule including evidence of tenant interest or commitment to the project.

Phase	Phase I	Phase II *	Phase III
Survey property	Upon award	Spring 2012	Market
Contract development team	August '11	Spring 2012	Dependant
Secure financing	September '11	Spring 2012	
Plan preparation and conceptual review with Authority	October '11	Summer 2012	
Finalize development plans	December '11	Summer 2012	
Submission to Authority	January '12	Summer 2012	
Obtain approvals and close on financing	March '12	Fall 2012	
Commence Construction	March '12	Fall 2012	
Certificate of Occupancy	August '12	Fall 2013	V

^{*} Dependant on successful negotiation with BPHA

See Exhibit 6 for BPHA Statement of Interest

3.5 Planning Principles Information

Provide the following information in response to the Authority's planning principles for the area:

a. a preliminary traffic analysis of the proposed project and, if warranted, a preliminary traffic mitigation plan that results in a selected traffic management plan

See Exhibit 7 - VHB Traffic Memo from our project in 2007 which concluded

"Hartwell Avenue is a two-way roadway divided by a double-yellow. At the project site, sight lines are clear for drivers. It is anticipated that there will be adequate vehicle sight distance for vehicles exiting the site.

The project currently proposes 114 off-street parking spaces. Two entrance driveways are proposed on Hartwell Avenue to provide access/egress to these spaces. The proposed parking supply is consistent with other similar facilities such as the Mass Sports Club in Rockland. Based on our initial evaluation of the site, we believe that the proposed project will not cause significant changes to existing traffic operations in the area"

This will, of course, be updated should we be the chosen developer of the site. In discussion with the traffic professionals, we believe the road geometry to be perfectly adequate, and the levels of service to be more than acceptable at full buildout.

b. a landscape and buffer plan

See Attachment A. Conceptual Site Plan and Attachment B. Conceptual Site Perspective

3.6 Development Guidelines Information

Provide a description of how the Proposal addresses the items identified in the Development Guidelines.

The project will address the Development Guidelines in the following manner as set forth in **Section 1.4 Development Guidelines for Hanscom** in this Request for Competitive Proposals which consist of the following:

Site Design Objectives

The site improvements are minimized to reduce the impact on the existing environment. By adding to our existing facility and sharing parking fields with our existing facility, we will be reducing the amounts of impervious surfaces. In addition, we will utilize existing curb cuts to limit impact to Hartwell Road, as well as utilize our existing utility and sewer connections. Our existing facility can serve as the construction base and staging area during the Phase I construction timeframe. Landscape areas for snow storage, drainage and buffer can be shared so as to minimize the amount of clearing that would otherwise be required for a separate tenant.

Building Design Objectives

Building massing shall be set to compliment the grading of the site. Buildings will be grouped and attached to provide pedestrian access that is safe and separate from vehicular access points. Where appropriate, outdoor green areas will be established near building entry points for outdoor pedestrian use and enjoyment. Mechanical, loading and storage areas will be located to the rear of the buildings and screened where appropriate.

Schedule

The Proposer shall submit a construction schedule as required.

Code and Regulatory Requirements

The proposed use has already received approvals from the local permitting authority, and the Proposer understands it will be required to comply with all applicable laws, rules and regulations as well as obtaining all permits and approvalse required therein.

Design Review Requirements

The Proposer will comply with the Tenant Alteration Application process as well as the Developer Design Review Process

Construction Requirements

The Proposer will comply all sections of 1.10 Construction Requirements of the Request.

3.7 Other Pertinent Information

Provide a description of other factors not accounted for in the RFP which, in the Proposer's opinion, affects the development potential of the project, including both opportunities and constraints.

The Proposer has had an excellent working relationship with Bedford and the local communities of Concord and Lexington, where we are home to many of their youth and high school programs. This relationship could be beneficial in obtaining public support for the Agency's property – see **Exhibits 8**. In addition, we have a history of negotiating through the regulatory processes and obtaining permits and approvals should it become required. This local knowledge would ensure a smooth process from design to occupancy, maximizing the financial benefits to the Authority sooner than other Proposers.

3.8 Financial Proposal

Proposers must submit the following financial information:

- a. Proposer shall propose amounts for the pre-construction rent, the construction rent, the annual base ground rent (based upon a per square foot figure) and the transaction rent (as discussed in Section 1.12).
 - Should this proposal be accepted, Bedford Sports Center, LLC is prepared to enter into a long term lease with Massport for the land on Hartwell Road. The lease term with options could be up to 40 years. We are proposing a phased approached for the 7 acre parcel so as to best utilize the property by synchronizing the needs of the community and the economic environment to produce a successful project for all parties. As such we are proposing the following rents for the property in accordance with the requirements of the RFP.
 - 1. Pre-construction rent Since we are unsure of any issues that may arise with the termination of the current lease to the Air Force and during the project approval process that may impact the development schedule, we are proposing no rent during the pre-construction phase.
 - 2. Construction rent Due to the long term nature of the lease (up to 480 monthly payments over a 40 year period) we are proposing no rent during the construction phase of the project. Once an occupancy permit has been received on each phase the project will move into the annual rent phase of the project.
 - 3. Annual rent We are proposing an annual rent of \$.27 per square foot leasehold area. This figure will be escalated according to the terms of Attachment C. Financial Proposal.
 - 4. Transaction rent We are proposing no transaction rent as part of this proposal.
- b. Provide detailed financial projections, including a Pro Forma for 20 years, using the format described on Appendix C attached hereto showing estimated development and operating projections. The Proposer shall provide construction cost estimates which include reasonable detail on principal building elements, including assumed costs for hazardous materials testing and other associated due diligence costs assumed infrastructure improvement costs, and any anticipated off-site costs; operating projections should clearly show anticipated lease-up schedules, rent structure, leasing expenses, operating expenses, and other expenses, where applicable.
 - The 20 year financial Pro Forma is attached to this proposal as Attachment C. Financial Proposal
- c. Proposer shall provide a detailed description of the Proposer's source(s) of funding for the Project. Such sources may include cash and cash equivalents, other forms of equity contribution, expected financing from banking institutions or equivalents and other sources as may be described in the Proposal.
 - Funding for this project is will be 40% private investors and loan from a commercial bank for 60% of the total. The Edge Sports Center currently has a loan from TD Bank on the operating business.
- d. Proposer shall describe both its expectations of the sources of the business for the Project as proposed and its reasoning for such expectations. In its description, the Proposer shall describe what portion of its business shall be derived from existing tenants and what portion shall be derived from new sources of business.
 - The Edge Sports Center is an operating sports and recreation complex housing a hockey rink, indoor turf fields, a physical therapy business, and a strength and conditioning center. The Center owns a 30 team youth hockey program that will immediately rent the available ice at the new sheet on the leasehold land and allow us the opportunity to grow the program. We anticipate being able to add an additional 6 teams once the ice surface is ready in fall 2012 and continue to expand from there with additional rentals to outside programs such as local high school programs, men's leagues, figure skating and BPHA ice rentals should we be fortunate to get them to lease.

3.9 Management Plan

Please attach Proposer's management plan with emphasis placed on the following:

- a. Organizational Structure
 - (1) Provide an organizational structure chart for this operation and its relationship to the corporate structure. (Identify, where appropriate, the relationship between a DBE participant and the organizational structure.)



- (1) Describe the number of staff to be assigned to manage the development of the Project Site and the operational management of the completed facility.
 - There will be five full time staff members of the Edge Sports Center assigned to the development of the Project Site and the operational management of the completed facility. All of these employees are identified on the organizational chart and they have been actively managing The Edge Sports Center since 2007
- (2) Describe the qualifications, responsibilities and decision-making ability of the various levels of personnel. Provide a resume for the Proposer's designated manager responsible for this contract.

The qualifications, responsibilities, and decision making abilities of the personnel are listed as follows:

- I. Scott Fusco, General Manager Mr. Fusco has been involved in the development and management of various businesses since 1988. Prior to founding and managing The Edge Sports Center has was involved in the formation and management of a software company and an Information Technology Consulting firm. A graduate of Harvard University, he is also an Ice Hockey Olympian, playing for the USA in the Sarajevo (1984) and Calgary (1988) Olympic Games. As General Manager he will have decision making authority in all aspects of the development and management of the business.
- II. Mike McGrath, Facility Manager As Facility Manager, Mr. McGrath has responsibility for the operation and maintenance of the facility, and he has decision making authority in all aspects of building repair and maintenance. Mike holds a Bachelors Degree from Salem State College and prior to joining The Edge Sports Center he was the owner/operator of Maple Leaf Landscaping for over 20 years.
- III. Lauren McAuliffe, Field Manger As Field Manager, Ms. McAuliffe has responsibility for all scheduling and management activities involving use of The Edge fields. Lauren played ice hockey at Harvard, coached ice hockey at Manhattanville and Northeastern. She holds a Bachelors Degree from Harvard 2004 and a Masters Degree in Sports Management from Manhattanville College in 2008.
- IV. Michelle Palumbo, Retail Store Manager Michelle was involved in the design, construction, opening, and management of the retail store at The Edge Sports Center since its inception in 2007. In her position she has decision making authority in all aspects of the retail operation at The Edge. Michelle holds a Bachelors Degree from the University of New Hampshire where she played field hockey.
- (3) Project the number of full time and part time hourly and management staff that will be hired.
 - As a result of this project The Edge Sports Center is projecting to increase its staff by two full time and ten part time employees. Total employment will be seven full time and thirty two part time employees.
- (4) Provide evidence of commitment to non-discrimination practices in Proposer's hiring and in the purchase of goods and services.

The current staff of The Edge Sports Center is comprised of 50% women employees.

3.10 Construction / Maintenance Plans

Please attach Proposer's Plans which addresses the following:

(a) Construction Phasing Plans and Schedules - Provide plans and schedule for completing construction. Identify the duration of the proposed construction program.

See attached **Exhibit 9** – Construction Phasing Plan.

(b) Maintenance Plan -Describe how Proposer intends to maintain the leased premises including a plan for routine repairs and general maintenance and a description of the Minimum Facilities Upkeep Budget.

The leased premises will be maintained in the same fashion as our existing facility. Interior the staff will perform all routine maintenance from cleaning to painting. Our operating budget maintains a reserve for capital improvements.

3.11 Security/Safety Plan

Detail the steps the Proposer plans to take to maintain the security and safety of the user's employees and the premises. Describe the following in terms of security and safety, design features, accident reports and emergency procedures and must be approved by the Hanscom Airfield Operations Department and the Massport Public Safety Department.

The safety and security of the facility begins with our employees. All current employees are required to read and understand the Edge Employee Handbook with includes sections on Emergency 911 calls, environmental response reporting to the Town of Bedford Board of Health and security features. Upon successful award, the Proposer will review same with the Agency's Public Safety Department and review if necessary.

3.12 Non-Discrimination

The Draft Lease Agreement contains the Non-Discrimination Policy adopted by the Authority. Proposers are required to submit the following as part of their Proposal:

(a) Please attach documents relating to Proposer's policies and plans promoting nondiscrimination and equal opportunity as set forth in Section 1.13 of the General Overview in this RFP.

Please see attached Exhibit 10, Edge Employee Handbook

3.13 Acknowledgments

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- a. Proposer acknowledges that it has received and read the Form of Lease Agreement and other attachments to the RFP, and that the terms thereof are incorporated by reference in this Proposal. Proposer agrees that if its Proposal is accepted, Proposer will enter into a Lease Agreement with the Authority in a form substantially consistent with the Form of Lease. If the Proposer is unable or unwilling to agree to or meet any of the conditions contained in the Form of Lease, specify the problem and the proposed change as an addendum to the Proposal form.
- b. Proposer acknowledges that the Proposal constitutes a firm offer. A certified copy of Proposer's corporate resolution or other proof of authority to make this Proposal a firm offer must be attached. This offer shall be held firm and open for a period of 90 days, effective (Proposal Date).
- c. By submission of its response to this RFP, the Proposer authorizes the Authority to contact any and all parties having knowledge of Proposer's operations and financial history, and authorizes all parties to communicate such knowledge or information to the Authority.
- d. Proposers are advised to rely only upon the matters contained in this RFP and in any written clarifications issued by the Authority and disseminated to all Proposers. Only such written clarifications to the Request for Proposals and the Request for Proposals document itself can be relied upon in the preparation and submittal of Proposals.
- e. The Authority is soliciting competitive Proposals pursuant to a determination that such a process best serves the interests of the Authority, and not because of any legal requirement to do so. Proposer acknowledges that it is the Authority's right to accept any Proposal, or to reject any or all Proposals, to modify or amend with the consent of the bidder any Proposal prior to acceptance, to waive any informality and to effect any agreement otherwise, all as the Authority in its sole judgment may deem to be in its best interest.

Submitted, and all terms and conditions of the Request for Proposals and attachments thereto are hereby acknowledged and agreed to:

Scott M. Fusco, Manager	Dated
bediord sports center LLC	



Report Printed: 06/09/2011

Live Report : EDGE SPORTS CENTER OF BEDFORD

D-U-N-S® Number: 00-214-2116

Endorsement: stusco@theedgesportscenter.com

D&B Address

Address

Web

Location Type Phone Fax

191 Hartwell Rd. Bedford, MA - 01730

Single Location 781 275-9700

Trade Names

Trade Names

No trade names for this company.

Company Summary

Trade Payments - Timeliness of Historical Payments

When weighted by dollar amount, Payments to suppliers average 2 days beyond terms

12-month D&B PAYDEX®: 79

(Lowest Risk: 100; Highest Risk: 1) This assessment is based on D&Bs 12-month PAYDEX® Score.

Predictive Indicators - Risk of Financial Stress

Financial Stress Score Class: 2

Low To Moderate risk of severe financial stress over the next 12 months.

Predictive Indicators - Risk of Payment Delinquency

Commercial Credit Score Class: 2

Predictive Indicators - Supplier Evaluation Risk

Supplier Evaluation Risk Rating: 3 Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Predictive Indicators - Credit Capacityfor Headquarters

D&B Rating: 1R2

Number of employees: 1R indicates 10 or more

History & Operations

This is a single location

Manager Year Started SCOTT FUSCO,MBR

2007

Employees SIC

25

Line of business

Membership sport/ recreation club

NAICS

713940

7997

History Status

CLEAR

This assessment is based on D&'s D&B Rating.

Composite credit appraisal: 2 is good

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employees

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May 26, 2011

Mr. Scott Fusco Bedford Sports Center, LLC 191 Hartwell Road Bedford, MA 01730-2425

Re: Insurance Reference

Dear Mr. Fusco,

This letter is to serve as an insurance reference for Bedford Sports Center, LLC/DBA The Edge Sports Center. Cleary Insurance, Inc. has been handling your commercial insurance policies since April 2007. Below is a quick summary of your current insurance policies.

Policy Type	Policy #	Company	Term	Location/Description				
Workers Compensation	Statutory Workers Compensati	The second secon						
General Liability	LX-6263026	New Hampshire	10/05/10-11	General Liability: \$1,000,000 / \$3,000,0 Auto Liability: \$1,000,0 Sexual Abuse: \$1,000,0				
Umbrella	7986-35-72	Chubb	10/05/10-11	Umbrella Limit:	\$2,000,000			
Property	710028367	OneBeacon	10/25/10-11	Blanket Building & Contents: Flood Earthquake Business Income	\$5,500,000 \$2,000,000 \$5,000,000 \$750,000			

Please contact us anytime and advise if you need any additional information. Thank you for your continued partnership with Cleary Insurance!

Sincerely,

Julie A Routhier, CPCU

Commercial Account Manager

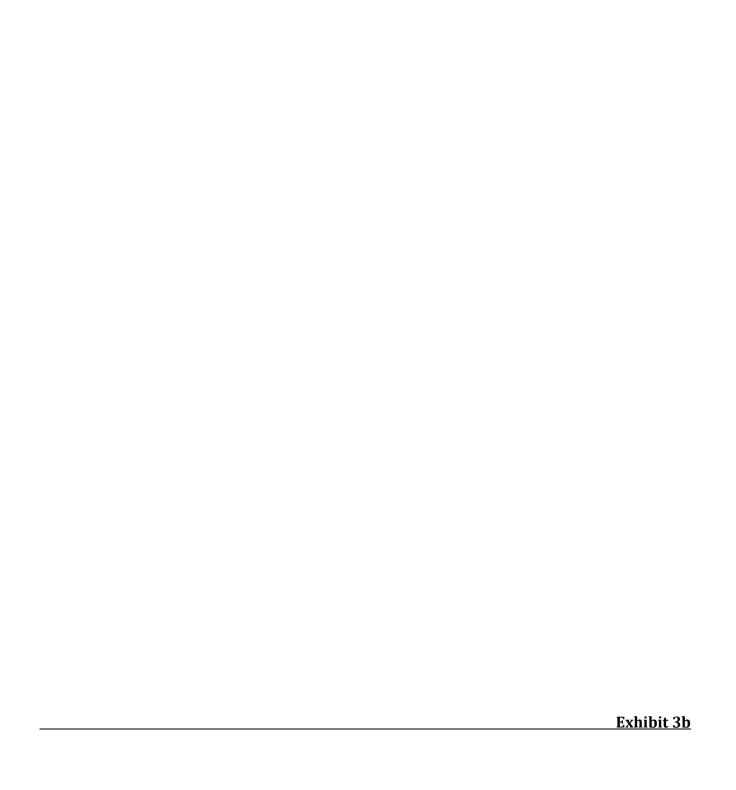
226 Causeway Street, Ste 302 Boston, MA 02114-2155 617.723.0700

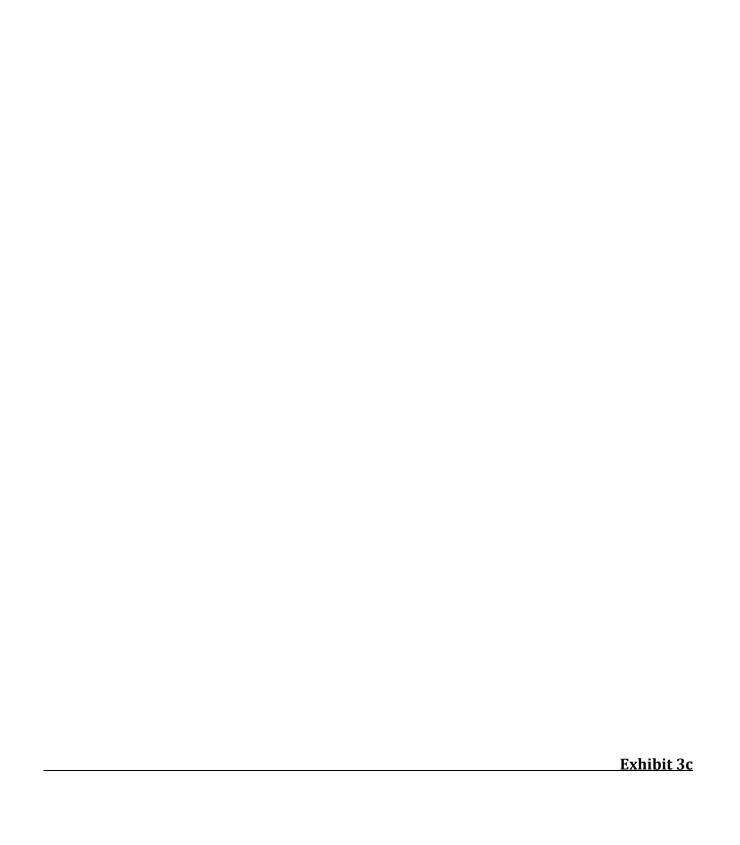
617.723.7275 Fax

21 McGrath Hwy, Ste 305 Quincy, MA 02169-5351 617.773.8888 617.770.2780 Fax

www.clearyinsurance.com









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TERM SHEET COVER LETTER

June 27, 2011

Bedford Sports Center, LLC 191 Hartwell Road Bedford, MA 01730 Attention: Scott Fusco

Dear Mr. Fusco:

You have provided us with certain information and have discussed with us the current and future needs for the financing of Bedford Sports Center, LLC ([collectively,] the "Company"). In connection therewith, we are pleased to submit our proposal to provide the credit accommodations that are described on the attached preliminary term sheet(s).

It is understood that this letter and the preliminary term sheet(s) merely constitute a statement of suggested terms for discussion with respect to the transaction contemplated hereby, do not contain all matters upon which agreement must be reached in order for the transaction contemplated hereby to be consummated and, therefore, do not constitute a binding proposal or commitment with respect to the transaction. We shall not be liable to the Company or any other person for any losses, damages or consequential damages which may result from the Company's reliance upon this letter or the proposed credit accommodations, the preliminary term sheet(s) or any transaction contemplated hereby.

This letter is delivered to the Company on the condition that its existence and its contents will not be disclosed by the Company without our prior written approval except (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and (ii) on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

This document is based upon current market and economic conditions, does not constitute an offer or commitment to lend and may be revoked at any time.. We appreciate the opportunity to provide this proposal and look forward to working with you on successfully completing this transaction.

Very truly yours,

TD BANK, N.A.

Joanne Tercho, Vice President

Vice Resident

Scott Fusco

Objective

To utilize my management skills and experience to positively impact an organization and its employees.

Experience

2007 - Current The Edge Sports Center Bedford, MA

Owner and General Manager

- Founder, Partner and General Manager of The Edge Sports Center.
- Developed business from concept through design, approval and development.
- Opened business in fall of 2007.
- Responsible for managing the business and all program development and scheduling of the ice rink and hockey program.

2002 - 2005 Ajilon Consulting

Burlington, MA

Sr. Vice President, Professional Services

- Member of the Executive Team for this large IT consulting firm.
- Managed the Professional Services organization for the United States, providing software development, infrastructure services, software quality services, and outsourcing to Fortune 500 clients.
- Had full Budget and PL responsibility for the \$125M organization.
- Increased annual revenue from \$40M to \$125M.
- Developed and managed offsite delivery centers in Nashua, NH, Raleigh, NC, Montreal and Toronto, Canada, and Moscow, Russia with a total headcount of 350.
- Grew annual offsite revenue from \$0 to \$25M.

1999 - 2002 Aiilon Consulting

Burlington, MA

Sr. Vice President, Software Quality Partners Division

- Managed nine district offices for the Software Quality Partners division of Ajilon Consulting which provided software quality services to a diverse client list.
- Grew district infrastructure from 3 offices to 9 office locations.
- Developed and managed budgets for all districts.
- Increased headcount on billing from 150 to 400.
- Negotiated real estate leases and managed all facilities.

1991 - 1999 Software Quality Partners Burlington, MA

Co-Founder and Vice President

- Co-Founder and operating Vice President of Software Quality Partners.
- Sold business to Aiilon Consulting in July 1999.

- Grew business from inception to \$18M in annual revenue.
- Negotiated, completed, and integrated the acquisition of the Nashua offsite facility from Compaq in 1998.
- Developed and managed budgets, compensation plans, benefit plans, and HR policies and procedures for three offices and 150 employees.
- Negotiated real estate leases and managed all facilities.
- Developed proposal content and pricing.

1988 - 1991 Analysis & Computer Systems, Inc. Burlington, MA

Vice President - Financial Analyst

- Provided financial analysis and management for this defense contractor providing software development to NATO and the US Government.
- Reviewed and managed financial statements.
- Developed and managed budgets, compensation plans, benefit plans, and HR policies and procedures.
- Developed proposal content and pricing for US DOD proposals.
- Served as Corporate Security Officer for Top Secret Facility.

Education

1981-1986 Harvard University

Cambridge, MA

B.A. Economics

Other

Member of the 1984 and 1988 US Olympic Hockey teams.

Elected to the US Hockey Hall of Fame in 2002.

41 North Road Suite #100A Bedford, Massachusetts 01730 brian@devellis.net telephone 781 879-9210 www.devellis.net

Education:

Doctor of Jurisprudence June 2003; Massachusetts School of Law at Andover

Bachelor of Science in Landscape Architecture & Regional Planning May 1991 University of Massachusetts, Amherst

Harvard University - Golf Course and Residential Development, Regulating the Permitting Process Boston Architectural Center - 3D Studio rendering with AutoCAD

Massachusetts Association of Land Surveyors and Engineers - Wetlands / Waterways Permitting

Affiliations; past and present:

- Attorney at Law, Massachusetts Board of Bar Overseers # 658772
- Registered Landscape Architect Massachusetts #1135, previously in Connecticut, and Maine
- Massachusetts Real Estate Broker #144352 & Massachusetts Notary Public
- Member, appointed by Selectmen to Town of Bedford Capital Expenditures Committee
- Billerica Planning Board past elected vice-chairman; Billerica Open Space & Land Use Committee
- Past President American Society of Landscape Architects, University of Massachusetts Chapter

Experience:

June 1997 - Present Partner: Lombardo & DeVellis LLP / DeVellis Consulting Group, Bedford, MA

Responsible for the design, permitting and development of various mixed use projects including Residential Communities, Golf Course Communities, Resort Communities, Assisted Living Facilities, Office Park Developments and Mixed Use projects. Responsible for the acquisition of properties, management of consultants and contractors from survey and design to Site Plan Approvals and Subdivision Control permits through project construction. Facilitate and present development plans at town hearings including planning boards, conservation commissions zoning boards and town meetings in Massachusetts, Connecticut, New Hampshire, Maine and Nassau Bahamas.

Noteworthy Projects

DNA Lofts, Boston MA; The Golf Club of New England, Stratham, NH; The Village @ University Park, West Hartford CT; Winnicutt Mills Community, Stratham NH; Highborne Cay Island Master plan, Nassau Bahamas; Sweeney Ridge Estates, Bedford MA; Bayberry Classics Nurseries, Bonta Restaurant, Liberty Lane Corporate Park, Hampton NH; Sewall Pond View Farm Community, Stratham, NH; Leah Estates Senior Residential Community, Ashland MA

Aug. 1996-June 1997

Landscape Architect: The Green Company, Incorporated, Newton, MA

Responsible for site due-diligence, feasibility studies, conceptual design and Master planning of residential communities (ranging in size from 60 to 3500 acres), golf course communities, assisted living complexes, as well as commercial and office projects. Directly responsible for managing outside subcontractors in survey, planning, engineering, traffic and water system design. Facilitate and present at town hearings including planning boards, conservation commissions and town meetings in Massachusetts and New Hampshire. Develop pro-formas to determine build-out feasibility.

Noteworthy Projects

The Pine Hills Community - Open Space & Mixed Use Development, Plymouth MA Wentworth By The Sea, New Castle NH; Kings Way, Yarmouth MA; TreeTops Community, Sudbury MA

Jan. 1993-Aug. 1996

Landscape Architect: Vanasse Hangen Brustlin, Incorporated, Watertown, MA

Responsibilities include the conceptual and final design for various project types including: Cluster Housing, Mixed Use Site Master planning, Public Boulevards, and large scale retail development projects, as well as the preparation of related construction plans and specifications. Directly responsible for oversight of all landscape construction projects including field inspection of plant material, contractor adherence to landscape plans and specifications, and overall quality control of all landscape construction projects.

Noteworthy Projects

Liberty Mutual Corporate Headquarters, Dover NH; Huckins Farm, Bedford MA; Morrissey Boulevard Improvement Plan, Boston MA; Farlow Hill, Boston MA; Wentworth By The Sea Community, New Castle NH; Kings Way, Yarmouthport MA; Devens – A Community of MassDevelopment, Devens MA

May 1991-Jan. 1993

General Manager: Franny's Landscape Company, Incorporated, Framingham, MA

Responsibilities included daily scheduling, dispatching and supervising of crews over 50 persons on various construction projects including public parks, athletic fields, schools, universities and office parks ranging in contract up to five hundred thousand dollars; inspecting, purchasing, and coordinating delivery of materials; quality and cost control of all site work; quantity take-off and cost estimation of projects, as well as determining post-construction performance and profit analysis. Along with the Landscape Design of all residential, commercial and industrial properties for the firm, responsible for the design and implementation of a computerized database tracking system to track and update over 500 landscape projects.

Noteworthy Projects Old Harbor Park, Dorchester; Charles Park, Cambridge; LoPresti Park, E. Boston; Minute Man Bicycle Path, Arlington MA; Middlesex Community College, Bedford MA; Quincy Hospital, Quincy

Brian DeVellis' Resume Exhibit 4

experience

J. S. MacPhee Company | Architects, Concord, Massachusetts

Principal, 2002 - Present

SBLI - Savings Bank Life Insurance Company, Woburn, Massachusetts

Interior and Exterior Renovation of 6-story Corporate Headquarters. Currently pursuing LEED Existing Buildings Operations & Maintenance

Newbury College - Dormitory & Athletic Department Renovations, Brookline, Massachusetts Interior Renovations of Weltman Hall and East Hall - Athletic Department.

Harvard Appleworks Corporate Campus, Harvard, Massachusetts

Design and Master Planning for 180,000sf Corporate Campus.

Fairpoint Communications, Milford, New Hampshire

Facility Renovations of existing communications / switching station.

Worcester Regional Association of Realtors, Auburn, Massachusetts

New two-story, 11,000 GSF corporate building with executive offices, classroom and meeting spaces on Upper Level. Commercial / Professional office space on Lower level.

Multiple Listing Service (MLS-PIN), Shrewsbury, Massachusetts

On-going Capital Improvement projects to their existing facilities. Since Fall 2003.

Stanley Woolen Mill, Uxbridge, Massachusetts

Design Development for the rehabilitation of an existing historic mill complex adjacent to the Blackstone River National Heritage Park.

Mechanica Branding USA, Newburyport, Massachusetts

Interior Design and custom office systems for creative, energetic Advertising Firm.

151 Newton Street, Waltham, Massachusetts

Capital improvements to an existing 5,000 s.f. two-story Industrial building.

Concord Teacakes, Concord, Massachusetts

Design of a new storefront location in Historic Concord Center for a local, gourmet bakery.

Melting Pot Restaurant, Bedford, Massachusetts

High-end Residential - New Construction, Renovations & Additions throughout New England

education

University Of Pennsylvania, Philadelphia, Pennsylvania

Master of Architecture, May 1999

ILAUD Program, Venice, Italy

Van Alen Traveling Fellowship, Kent-Lucas Foundation

E. Lewis Dales Memorial Prize

Charles Dubose Scholarship, Connecticut Architecture Foundation

First Year Studio Design Competition Invitational Student Design Exhibition

University Of Massachusetts, Amherst, Massachusetts

Bachelor of Science in Landscape Architecture May 1991

affiliations

Registered Architect - Massachusetts #20699, Maine #3854

LEED AP, Accredited Professional, since 2009

American Institute of Architects (AIA)

Boston Society of Architects (BSA)

NCARB, National Council of Architectural Registration Boards (File No. 81278)

Licensed Construction Supervisor - Massachusetts

University Of Pennsylvania, GSFA Alumni Association

Studio & Thesis Critic - Boston Architectural College (BAC), Wentworth Institute of Technology (WIT)

WILLIAM J. GIBBONS, P.G., L.S.P.

Associate / Senior Hydrogeologist

Mr. Gibbons has more than 25 years of experience in oil and hazardous materials site investigation and remediation. He is an experienced project manager, has provided expert witness services on environmental litigation cases, has given public testimony regarding sensitive site cleanups, and has negotiated response actions with regulatory agencies on behalf of his clients. He has managed or conducted project activities under numerous regulatory authorities, including the Federal RCRA and CERCLA programs, more than 20 different state programs, and under Australian regulations.

At GeoInsight, Mr. Gibbons specializes in the identification of effective and protective solutions to his client's environmental investigation and remediation needs. In doing this he recommends action-alternatives in consideration of the governing regulations and the client's specific needs, including but not limited to their current and foreseeable use of the property and the potential onsite and offsite environmental risks and liabilities.

Education: B.S., Geology, University of New Hampshire

Years experience: 25 years

Areas of Expertise:

Chemical Fate and Transport in the Environment
Environmental Remediation
Regulatory Compliance
Brownfields Redevelopment
Complex Environmental Investigations
Remediation of Environmentally Persistent Chemicals

Professional Registrations:

Registered Professional Geologist – Pennsylvania Massachusetts Licensed Site Professional Registered Massachusetts Third-party UST Inspector

PROPERTY PURCHASE ENVIRONMENTAL DUE DILIGENCE: DSM ELASTOMERS, MA

Managed a detailed environmental due diligence for DSM's purchase of a contaminated styrene plastics manufacturing plant. Identified previously unknown site uses that potentially contributed to site contamination and identified large data gaps in previous environmental investigations by others. Provided technical support to client and client's counsel in the negotiation of purchase and sale agreement and environmental indemnification.

MASSACHUSETTS PHASE I/II INVESTIGATIONS: MA HIGHWAY DEPARTMENT

Managed simultaneous and detailed Massachusetts Contingency Plan Phase I Initial Site Investigations of twelve MHD facilities and follow-up remedial actions at six of the facilities. The investigations included environmental sample collection and analysis, and were conducted under an expedited schedule in accordance with the conditions of an USEPA Consent Order. The development of a strong project management and subcontractor team, a standardized reporting format, and clear and open internal and external lines of communication resulted in the completion of the scope of work ahead of schedule and under budget. Managed simultaneous MCP Phase II Comprehensive Site Assessments at five MHD facilities. The assessments included the determining of the nature and extent of oil and hazardous materials contamination and risk assessment.

BROWNFIELDS DEVELOPMENT SERVICES: UNITED AMERICAN ENERGY, LOWELL, MASSACHUSETTS

Managed investigation and provided brownfield development services for the redevelopment of a portion of the Silresim Superfund Site as the future location of an electric power plant. Aided client in obtaining State funding for environmental investigation of the subject property. Managed the application for and obtained a Covenant Not to Sue from the Massachusetts Office of the Attorney General to provide client with protection from State and third party claims for cleanup and property damage contribution.

SPECIAL TRAINING:

- Advanced Groundwater Hydrogeology, Boston University, Boston, MA
- Transport and Fate of Contaminants in the Subsurface, USEPA Agency Seminar
- DNAPL Site Characterization and Remediation, Short Course
- Natural Attenuation of Chlorinated Solvents in Groundwater, Short Course
- Practical Methods in Applied Contaminant Geochemistry, LSPA Seminar
- Assessment of LNAPL Mobility and Recoverability, LSPA Seminar
- University of Wisconsin at Madison, Continuing Education: Ground Water Flow and Pump Tests

PROFESSIONAL AFFILIATIONS:

Licensed Site Professional Association, Member, past Director and Officer

Boston Bar Association, non-lawyer member

PUBLICATIONS AND PRESENTATIONS:

- Downgradient Property Status: Case Studies and Lessons Learned, Presentation to Licensed Site Professional Association, May 2005, published on LSPA website
- "Environmental Due Diligence Begins During Site Selection," Business Facilities Magazine, June 2008
- "Due Diligence For Every Deal," ESA Report Newsletter, Volume 13 Number 7, July 2008

William Gibbons' Resume Exhibit 4



June 23, 2010

Philip C. Lombardo, Jr. Esq.

Lombardo & DeVellis LLP

41 North Road — Suite 100A

Bedford, Massachusetts 01730

T 781 538-6821: F 781 538-6831

plombardo@lombardodevellis.com

www.lombardodevellis.com

To Whom It May Concern,

I have represented the Bedford Sports Center LLC as its legal counsel since its inception in 2007.

I have found the company to be professional, diligent and have always promptly paid their invoices on time and in full.

Sincerely,

Lombardo & DeVellis LLP

Philip C. Lombardo

Philip C. Lombardo, Jr., Esq.



May 26, 2011

Mr. Scott Fusco Bedford Sports Center, LLC 191 Hartwell Road Bedford, MA 01730-2425

Re:

Insurance Reference

Dear Mr. Fusco,

This letter is to serve as an insurance reference for Bedford Sports Center, LLC/DBA The Edge Sports Center. Cleary Insurance, Inc. has been handling your commercial insurance policies since April 2007. Below is a quick summary of your current insurance policies.

Policy Type	Policy #	Company	Term	Location/Description Statutory Workers Compensation				
Workers Compensation	BEWC122862	NorGuard	07/10/10-11					
General Liability	LX-6263026	026 New 10/05/10-11 General Liability: \$1,000,000 Hampshire Auto Liability: Sexual Abuse:						
Umbrella	7986-35-72	Chubb	10/05/10-11	Umbrella Limit:	\$1,000,000			
Property	710028367	OneBeacon	10/25/10-11	Blanket Building & Contents: Flood Earthquake Business Income	\$5,500,000 \$2,000,000 \$5,000,000 \$750,000			

Please contact us anytime and advise if you need any additional information. Thank you for your continued partnership with Cleary Insurance!

Sincerely,

Julie A Routhier, CPCU

Commercial Account Manager

226 Causeway Street, Ste 302 Boston, MA 02114-2155 617.723.0700 617.723.7275 Fax 21 McGrath Hwy, Ste 305 Quincy, MA 02169-5351 617.773.8888 617.770.2780 Fax



8 Ellis Avenue • Augusta, Maine 04330 • Tel. (207) 622-3741

Credit Reference

Acct # 971481 Edge Sports Center 191 Hartwell Rd Bedford, MA

Account has been doing business with us since 2007.

We are a convenience store wholesale distributor.

The account has 7-day net terms with us.

Payments are prompt and on time, with none being late.

The highest balance held on account was around \$2500.00.

We have not received any returned checks from the account.

We have not had any issue with this account.

Jason S. Shorey

Credit Manager

Pine State Trading Co.

Augusta, ME 04330



June 18, 2010

Scott Fusco The Edge Sports Center 191 Hartwell Rd. Bedford, MA 01730

Dear Scott:

From our discussions, we understand that The Edge Sports Center is examining the potential lease of land adjacent to its current facilities in Bedford, MA for the construction of a new ice rink and attached facilities (the "Facilities"). This letter confirms the interest of Boston Professional Hockey Association, Inc. d/b/a the Boston Bruins in potentially using the Facilities as the practice facility of the Boston Bruins National Hockey League team pursuant to a lease agreement with mutually agreeable terms.

This letter is a statement of intent, and neither party shall be legally bound to proceed with any transaction contemplated hereby unless and until a definitive agreement has been negotiated and signed by such party. Each party agrees that it will each protect and keep this letter of intent and subsequent negotiations confidential, except that you may provide this letter of intent to the potential lessors of the land and any lenders in connection with obtaining financing to lease the land and construct the Facilities.

If the above correctly expresses our mutual intentions, please so indicate by signing in the space provided below.

Very truly yours.

Boston Professional Hockey Association, Inc.

By: Cam Neely Its: President

Accepted and agreed:

The Edge Sports Center

By: Sight Fasco

Its: General Hanger

Transportation Land Development Environmental Services



99 High Street, 10th Floor Boston, Massachusetts 02110 617 728-7777 FAX 617 728-7782

Memorandum To: Brian DeVellis Date: January 22, 2007

Project No.: 09512.00

From: Ellen Donohoe Re: Bedford Sports Complex
Trip Generation

Sean Manning, P.E., P.T.O.E.

Overview

Vanasse Hangen Brustlin, Inc. (VHB) has conducted a trip generation estimate for the potential development of a multi-purpose sports complex along Hartwell Avenue in Bedford, Massachusetts. As currently proposed, the development program would include 67,725 square feet (SF) of program space, including a 30,375 SF ice hockey rink, a 30,500 SF multi-purpose athletic facility, and a 6,830 vestibule connecting these two major spaces. The property would also include 114 parking spaces.

Trip Generation Estimate

Trip generation for the proposed project is expected to be similar to the activity at the Mass Sports Club in Rockland, MA. The Mass Sports Club is a comparable facility with a 40,000 SF indoor ice arena and a soccer field along with a small practice ice surface with a mezzanine level. Parking is provided for 90 vehicles. Vehicle counts were conducted at the Mass Sports Club on Thursday (January 18, 2007) through Saturday (January 20, 2007).

Weekday traffic counts conducted at the Mass Sports Club indicate that traffic at the facility is low during the morning with approximately ten vehicles per hour entering and exiting the site. On the weekdays, most of the traffic occurs between 5:00 and 8:00 PM with a maximum of 38 entering and 49 exiting trips per hour. Over the course of the day, the site generated approximately 280 entering and 280 trips exiting.

Activity on the weekend is slightly higher than on a weekday, with steady activity between 8:00 AM and 6:00 PM. During the weekend, the Mass Sports Club generated approximately 130 vehicle trips during the peak hour both entering and exiting. Over the course of the day, the facility generated 620 trips entering and 620 tripsexiting on the weekend.

Results of the counts are summarized in Table 1 below. The peak hour for weekday trips in this summary is 6:00-7:00 PM and 9:00-10:00 AM for the weekend. Detailed count data from the Rockland Sports Club is attached.

Table 1
Estimated Vehicle Trip Generation

	Weekday	Weekend
Peak Hour Trips	97	
In	38	61
Out	49	77
Total	87	138
Daily Trips		
In	280	620
Out	280	620
Total	560	1,240

Source: The Mass Sports Club, Rockland, MA

Based on activity at the Mass Sports Club, the Bedford project is expected to generate approximately 10 vehicles trips during the weekday morning peak hour and 90 vehicles trips during the evening peak hour. For an entire weekday, the project is expected to generate approximately 560 vehicle trips both entering and exiting. Since most of the traffic is after 5:00 PM, the facility will have a minimal impact on traffic operations.

During the weekend, the site will generate approximately 140 vehicle trips during the peak hour and 1,240 trips over the course of the day. Field observations indicate that Hartwell Avenue has very little activity currently on the weekends. It is anticipated that the proposed uses will have no operational deficiencies as the roadways have adequate capacity to handle the additional traffic.

Site Access and Parking

The site, currently a wooded area across from the existing Raytheon building, is located at 191 Hartwell Avenue. Hartwell Avenue is a two-way roadway divided by a double-yellow. At the project site, sight lines are clear for drivers. It is anticipated that there will be adequate vehicle sight distance for vehicles exiting the site.

The project currently proposes 114 off-street parking spaces. Two entrance driveways are proposed on Hartwell Avenue to provide access/egress to these spaces. The proposed parking supply is consistent with other similar facilities such as the Mass Sports Club in Rockland. Based on our initial evaluation of the site, we believe that the proposed project will not cause significant changes to existing traffic operations in the area. We hope that this information is useful to you. Please call if you have any questions or comments.

cc: M. Junghans, VHB

Attachments

Date: January 22, 2007 Project No.: 09512.00

January 18-20, 2007

Rockland: The Mass Sports Club

	THUE	RSDAY			FRI	DAY	
start time	IN	OUT	total	start time	IN	OUT	total
12:00 AM	0	0	0	12:00 AM	2	3	5
1:00 AM	0	0	0	1:00 AM	0	0	0
2:00 AM	0	0	0	2:00 AM	0	0	0
3:00 AM	0	0	0	3:00 AM	0	0	0
4:00 AM	0	0	0	4:00 AM	0	0	0
5:00 AM	0	0	0	5:00 AM	0	0	0
6:00 AM	2	0	2	6:00 AM	4	3	7
7:00 AM	5	1	6	7:00 AM	5	1	6
8:00 AM	7	4	11	8:00 AM	2	5	7
9:00 AM	0	2	2	9:00 AM	6	2	8
10:00 AM	3	3	6	10:00 AM	7	2	9
11:00 AM	2	3	5	11:00 AM	9	8	17
12:00 PM	1	3	4	12:00 PM	12	15	27
1:00 PM	2	3	5	1:00 PM	12	12	24
2:00 PM	9	2	11	2:00 PM	6	13	19
3:00 PM	18	10	28	3:00 PM	17	16	33
4:00 PM	35	25	60	4:00 PM	33	26	59
5:00 PM	27	48	75	5:00 PM	40	29	69
6:00 PM	33	38	71	6:00 PM	38	49	87
7:00 PM	32	45	77	7:00 PM	29	26	55
8:00 PM	32	36	68	8:00 PM	31	27	58
9:00 PM	22	14	36	9:00 PM	19	27	46
10:00 PM	34	25	59	10:00 PM	5	14	19
11:00 PM	16	5	21	11:00 PM	7	3	10

		SATURDAY	,
start time	IN	OUT	total
12:00 AM	2	0	2
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	19	25	44
7:00 AM	23	33	56
8:00 AM	57	73	130
9:00 AM	61	77	138
10:00 AM	55	58	113
11:00 AM	54	40	94
12:00 PM	32	27	59
1:00 PM	55	43	98
2:00 PM	26	36	62
3:00 PM	51	31	82
4:00 PM	44	47	91
5:00 PM	42	66	108
6:00 PM	24	20	44
7:00 PM	33	19	52
8:00 PM	20	8	28
9:00 PM	13	6	19
10:00 PM	7	7	14
11:00 PM	6	0	6

Ice rink, sports facility construction under way

Just six months ago, The Edge Sports Center of Bedford was an idea, well, two ideas, really. Now, the brainchild of Brian DeVellis and Scott Fusco, the gaudy steel skeleton across from Raytheon on Hartwell Road more closely resembles an athletic complex with each passing day.

DeVellis a Bedford resident, and developer by trade, identified the town's need for more field space, specifically indoors. Fusco, a Winchester resident, runs a girls hockey program of selects ages 7 to 19 called the East Coast Wizards, and was looking to secure a rink where his program could play.

The pair joined forces to develop the completely privately funded Edge Sports Center of Bedford, after they were introduced by mutual friends.

They broke ground the third week in April, and thus far, "everything's gone pretty well," said Fusco.

Once complete, The Edge Sports Center's facility will include a pro shop and concession area that will stand between the 200 feet x 85 feet regulation hockey rink and the indoor sports facility, with a total turf area of 225 feet by 95 feet and 10,000-square-foot athletes' training center. The rink will have seating for about 300, the turf will have standing room only. Parking and entrances will be located at both the front and rear of the facility

If the current construction schedule sticks, the rink will be open by Oct. 1, for the start of hockey season, and the turf will follow suit a few weeks later.

DeVellis and Fusco plan on being completely up and running by Nov. 1.

They anticipate the rink will be used for "select" boys and girls hockey (Boston Junior Eagles and East Coast Wizards), local (Bedford-Lexington) youth hockey, two high school hockey programs (Bedford and Lexington) and drop-in hockey, as well as the learn-to-skate program, synchronized skating, figure skating and public skating hours.

Using the sports center as their home ice will benefit Bedford High School because not only will they save money by not bussing the players to and from the rink in West Concord, but the team will be able to practice after school instead of at 5 a.m. Also, there will be a separate locker room reserved for Bedford High School during the hockey season, so they won't have to lug their equipment with them to and from the rink

Fusco said The Edge Sports Center could result in a "big quality of life improvement" for the families of hockey players. There is a huge, untapped demand for ice time in the area, said Fusco. "We look at our market as a ½ hour radius."

The turf section of the complex will have one big piece of turf and netting can divide the turf into two fields arranged perpendicularly – the larger measuring 160 feet x 95 feet and the smaller being 125 feet x 75 feet – or into three fields.

He anticipates the turf will be used by youth and adult indoor soccer and lacrosse for practices and training. Baseball and football could eventually be played on the turf, which will be made available to high school sports teams as needed. Programs for younger kids, likely run by the Recreation Department, will be offered as well, said Fusco.

"The space is big enough you can pretty much do anything," he said.

Amy Hamilton, director of Bedford Recreation, said the Recreation Department has had several meetings with developers to determine how it makes the most sense to work together – as far as who runs what and so forth.

"We've been talking about various programs specifically, and how it would be best to manage the programs," she said. "We've just been, you know, working together, feeling our way with them to determine what's best for the community.

"They're easy to work with, and they absolutely want to work with the community," said Hamilton. "It's an exciting time for everybody."

Some details still need ironing out, and The Edge Sports Center is looking for potential employees to work in maintenance, marketing and managing retail, as well as zamboni drivers.

More information on the facility is available at www.theedgesportscenter.com

New rink gives Bedford an Edge

When they were youth hockey players, Scott Fusco and Mike McGrath both played at the Belle Isle rink on Loomis Street.

They played against each other in prep school, with Fusco, a Burlington native who attended the Belmont Hill School, playing against McGrath, who grew up in Bedford and played for Buckingham, Browne & Nichols.

Now Fusco and McGrath are playing key roles in the facility that will be the first ice rink in Bedford since Belle Isle closed its doors in the early 1970's.

On or around Oct. 15, The Edge Sports Center's rink will open on Hartwell Road, with an indoor artificial turf facility opening in the same building a month later. Fusco, who played at Harvard University and was a member of the U.S. Olympic team in 1984 and 1988, is the general manager. McGrath, who played for Salem State College and was Bedford High's hockey coach from 2000 to 2006, is the facility manager.

After his playing days were over, Fusco worked in business consulting. Eventually, he got into coaching and began coaching in the East Coast Wizzards girls hockey program (Allison Szlosek, a Bedford resident who is on the USA Hockey under-18 national team, plays for the Wizzards). That is one of the reasons he decided to build the rink.

"I was looking for a site for the Wizzards and we needed something along Route 128 because most of our players are from this area," said Fusco, who now lives in Winchester. "I met Brian DeVellis, who said that he was looking for something for Bedford that could be an indoor facility for lacrosse and a place for the high school hockey team and Lexington/Bedford Youth Hockey."

Workers began clearing trees on the site during the April school vacation week.

"We're about 85 percent done," Fusco said. "A lot of the work is site work. We're finishing the building. We need to do the landscaping and the parking lot. We're on schedule."

The facility will feature a regulation-sized rink, five locker rooms and seating for 300 spectators on one side of the rink in a layout that is similar to the one in the main rink at the Nashoba Valley Olympia in Boxborough.

The lobby will have a pro shop and a concession stand, seating, televisions and wireless Internet access.

The indoor turf facility will have two artificial turf fields with the same kind of surface used in outdoor fields at Acton-Boxborough and Lincoln-Sudbury High School. There will also be a mezzanine with a strength and conditioning facility and locker rooms.

The turf fields can be used for games or practices in any field sport such as soccer, lacrosse, field hockey, baseball or softball. Adult and youth leagues can use the facility, which will be managed by Joe Russo. Bedford High and other area high schools can also use the facility when inclement weather makes local grass fields unplayable.

"We've already talked to [Bedford] high school about it," Fusco said. "Early in the spring when there are field issues and bad weather, they'll be able to call and schedule time."

In addition to the East Coast Wizzards, the rink will also host the Junior Eagles boys youth hockey program, Bedford High and Lexington/Bedford Youth Hockey. Lexington High School will also practice at the rink.

Until this coming winter, Bedford played its home games and practiced at Valley Sports in Concord, which was also the home ice for the Buccaneers' arch-rivals, Concord-Carlisle, plus several other high school and youth teams. Bedford often practiced at 5 a.m. at Valley Sports. At The Edge, the Buccaneers will be able to practice at 2:30 p.m. and have their own locker room.

"It's a great opportunity for them," said McGrath, a Chelmsford resident who guided the Bucs to postseason berths in his final two seasons as coach. "They'll get out of school at 2 and they can be on the ice at 2:30. They'll have an extra 15 minutes of practice time and over the course of the season, that will add up."

When he was coaching at Bedford, McGrath always hoped for better fan support. When the Buccaneers played a home game against C-C at Valley, it didn't really feel like a home game.

McGrath is hoping that with a rink in Bedford, more Bedford athletes will get involved in youth hockey and aspire to play for the Bucs and more people will come to the games.

"Now there's no excuse not to have fan support," said McGrath. "We can do all kinds of promotions with them, like youth hockey nights."

For more information about The Edge Sports Center, visit www.theedgesportscenter.com.

Bedford Minuteman By Patrick Ball

Posted Nov 07, 2007 @ 01:52 PM

New sports center has a real EDGE

Hockey games running from 7 a.m. to 9 p.m. this past weekend were a welcome sight for Brian DeVellis and Scott Fusco, who had become accustomed to the ongoing construction that has allowed The EDGE Sports Center of Bedford to open in time for high school hockey season.

"You know, it's just a big relief to finally get the doors open," said DeVellis. "We had shot for the middle of October, so, given the fact that we were still clearing the site in June, that's pretty good." DeVellis and Fusco, the principle partners for the property, started the permitting process in January, according to Fusco. "So, it was a solid ten months, which is great," he said. "All the town boards were great to work with. They knew we had a tight time frame so they did everything they could to get all the approvals in place," Fusco said. The sports center, located on Hartwell Road, opened its doors this past Saturday to its Learn To Play Hockey program, which was followed by a weekend filled with skating and hockey. "Everything's gone great," said Fusco. "We've gotten positive feedback about the games and ice surface. I was happy with the way things went, and I think the people were, as well.



The first "Learn to Play Hockey" program to take the ice at The EDGE Sports Center took to the ice Saturday morning and runs for the next five months. The EDGE, located on Hartwell Road, opened its ice rink Saturday, and will provide two indoor Field Turf fields for indoor soccer and lacrosse later this month. Log onto www.theedgesportscenter.com for information on programs offered by The EDGE.

"I think it's going to be a great deal for the town. For the first time they're putting a middle school hockey team together," he said. Around 26 kids tried out for the team, which is "great for town spirit and to build the high school program," Fusco said.

The EDGE will also open two indoor Field Turf fields later this month.

"People are dying for the turf fields," said DeVellis. "People are coming in now and requesting birthday times."

Fusco envisions the turf fields as a place for community recreation, saying, "Really anything that can be done on grass can be done on the turf."

The EDGE has already gotten calls from people interested in Ultimate Frisbee, football and baseball – even from a dog agility club.

Log onto **www.theedgesportscenter.com** for more information on programs offered.

Posted Nov 29, 2007 @ 01:47 PM

BHS varsity hockey now has The Edge

Bedford High School varsity hockey practice began earlier this week, as it has for decades on the first Monday after Thanksgiving. Not much new in that – except this marks the start of a new era for the sport, its players, families and fans, and the greater community.

Do you recall that scene in "The Wizard of Oz" when Dorothy emerges from her house and finds that the world has changed from black-and-white to color? That's what's happening on Hartwell Road as hockey players find themselves in their own local Oz - The Edge sports center.

"I've been over there a few times, and I've just been treated really well," said BHS Head Coach Peter Marfione last week. "They're willing to help us as much as they possibly can." Added Chris Aufiero, director of athletics at the high school, "It's going to work out great for the kids." The first home game is scheduled for Dec. 12.

Senior Andy Westerkamp is looking forward to the "health benefits," as he explained: When the team rented out-of-town ice, "we got up at 3:45 to practice at 5, and that really takes a toll on you after awhile. You've got to go to bed early, but sometimes you can't because you have homework. With this new rink we go to practice every day after school at 2:30. And everything's right down the street."

"They: used to be on a bus at the high school at 4:20 in the morning," the coach confirmed. "Sometimes they had a game at eight at night. I don't think anybody could expect them to be at their best."

A year ago, there was nothing "down the street" but a wooded lot across from the former Raytheon systems complex. Groundbreaking didn't take place until January. The developers, Brian DeVellis of Bedford and former Olympic hockey star Scott Fusco, said they were aiming for completion by the end of the year. Yeah, dream on.

Except they did it. The plan sailed through the permitting process, a few neighborhood concerns were addressed, and the project surged through the spring and summer. The rink opened early this month, and work on the indoor turf field and fitness center is nearly complete.

"It's going to be a good atmosphere over there for the kids," Marfione asserted. "Youth hockey will grow and hopefully will feed right into the high school." There are bleachers alongside the rink, and "a couple hundred people can sit over there. Hopefully we'll develop a following with the youth hockey. It's going to take a couple of years, but I think the numbers will grow."

His predecessor as coach, Bedford native Mike McGrath, is the facilities manager at The Edge. He expects the high school program to benefit "just in terms of sheer numbers -- I think a lot of kids didn't try out to avoid the 5 a.m. practice time." McGrath, who said his new job is a once-in-a-lifetime opportunity, said the return of junior varsity hockey would strengthen the sport as athletes strive to move up the ladder and stay there.

Sophomore Cotter Ellis, the team's goalie, mentioned the discomfort of playing "home" games in the same arena used by archrival Concord-Carlisle. "We had to get the worst times, the worst locker rooms," he related. Now the ice is only five minutes away, and the team has its own room at The Edge. "We can leave our bags there. We don't have to lug them around." Aufiero concurred. "I can't emphasize enough the value of having a locker room — they don't have to drag their stuff around and find a place to store it in school."

Aufiero noted that there will be significant financial savings. Bus transportation to and from Valley Sports Arena in West Concord for practices and games cost \$150 per round trip, from the Monday after Thanksgiving to mid-February, he said Between practices and games, there were six trips a week.

Westerkamp, who is president of the BHS Class of 2008, is starting his fourth year on the varsity, including a magical 2005-2006 season when the team dressed only 15 athletes but won most of its games and qualified for post-season play. "I think this is going to be a great spot for all the kids in town," he said. "People are going to start enjoying hockey and going to the games. I've been to the free skate a couple of times and a lot of young kids are going to hang out."

Andy's mother Cissy, who grew up with nine brothers who played hockey, joined in that open community skating earlier this month. "Having a facility like this will not only benefit the kids but the town overall," she testified. "It's going to be an opportunity for families." Cotter, who has been skating since age four, is certain that the new facilities will inspire more interest and involvement.

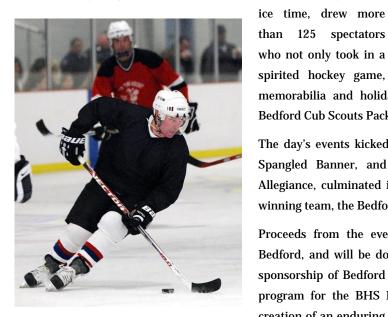
Aufiero hopes the relationship with The Edge extends to some conditioning programs and the turf fields, which will come in handy for practice sessions on snowy or rainy spring afternoons.

Charities get an *EDGE*

The Bedford Boy Scouts Troop 194 held its inaugural Charity Cup Challenge Saturday at The EDGE Sports Center, featuring a hockey game between the Bedford Police, Fire & DPW All-Stars and the Bedford EDGErs.

The final score was 7-4, in favor of the EDGErs but the real winners are Troop 194's charities: The American Legion Post 221, Toys for Local Children, the Bedford Food Pantry and the Bedford High School Fallen Veterans Memorial Fund.

The game, sponsored by The EDGE Sports Center and the East Coast Wizards Hockey program, who donated the use of their facility and the



Al Filosa of the Bedford Edgers skates across the blueline with the puck during a game against the Bedford Police / Fire / DPW in Troop 194's first annual Charity Cup Challenge this Saturday



Goalie Charlie Nickerson, a Bedford firefighter, makes a save during a game against the Bedford Hockey Edgers for the first Charity Challenge on Saturday.

spirited hockey game, but also took part in a silent auction of sports memorabilia and holiday gift baskets donated by local merchants and the Bedford Cub Scouts Pack 194.

The day's events kicked off with the JROTC Color Guard presenting the Star Spangled Banner, and Boy Scout Steven DeVellis leading the Pledge of Allegiance, culminated in the awarding of the first annual Charity Cup to the winning team, the Bedford EDGErs.

Proceeds from the event will ensure the continued growth of scouting in Bedford, and will be donated to the American Legion in appreciation of their sponsorship of Bedford Scouting; along with the Bedford High School JROTC program for the BHS Fallen Veterans Memorial Fund — to be used in the creation of an enduring memorial at the High School to all the brave local men and women who have lost their lives in the US Armed Forces. Additionally, the Troop collected boxes of food for the Bedford Food Pantry for local families this holiday season, and TLC — Toys for Local Children.

BEDFORD CHAMBER of COMMERCE, INC

2010

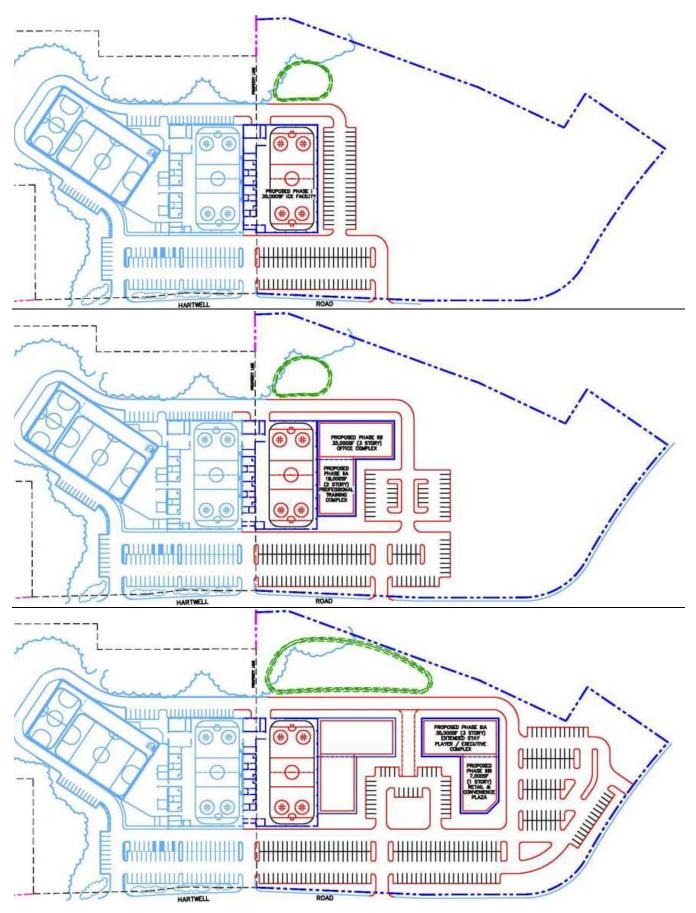
In recognition of a highly innovative and successful business that is creatively involved in community activities, it is hereby declared that

The Edge Sports Center

be named Business of the Year by the Bedford Chamber of Commerce on this 28th day of April in the year 2011.

Presiden

Lea Cherr Acres to



Bedford Sports Center, LLC

Employee Handbook

May 11, 2007

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WELCOME LETTER

On behalf of all of us at Bedford Sports Center, we welcome to our company. We are pleased to have you working with us, and look forward to many years working together. Before you begin it is important that you learn about Bedford Sports Center, LLC and the way in which we operate. This employee handbook has been developed to help you get acquainted and answer many of your initial questions, along with any questions that arise in the future.

As a member of the Bedford Sports Center, LLC team, the importance of your contribution cannot be overstated. Our goal is not only to provide the finest-quality services to our customers, but to do this more efficiently and effectively than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process, for your work directly influences our company's reputation.

This employee handbook is a general guideline regarding some of our personnel policies and benefits, and some of the opportunities and responsibilities that exist for you within our company. In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Scott Fusco

BUILDING FOR THE FUTURE

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. How do we continue to generate revenues to ensure future and continued opportunities for all employees? We do it with *teamwork*. Every member of our team is responsible for servicing our customers, regardless of job title. Together we must meet the challenges we face on a daily basis.

At all times, you represent the company, and it is up to each one of you to put your best foot forward. Our company exists through your efforts. Do not underestimate your contribution to our success. Our customers determine how fast we grow, how many people we employ, how much service we render and the profit we make. In order to retain these customers, we want to ensure that our good service continues by always giving our customers the best possible values and quality. Working together and working well provides us with both a bright future and the most important commodity, a good reputation.

RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of the Bedford Sports Center, LLC. Employee Handbook, and I understand that I am responsible for reading the personnel policies and practices described within. I understand that this handbook replaces any and all prior handbooks, policies and practices of the company.

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits contained in this employee handbook may be added to, deleted or changed by the company at any time. I understand that neither this manual nor any other written or verbal communication by a management or other representative is intended to, in any way, create a contract of employment and that this handbook is for informational purposes only. I also understand that the company abides by employment-at-will, which permits the company or the employee to terminate the employment relationship at any time, for any reason, with or without notice.

If I have questions regarding the content or interpretation of this handbook, I will bring them to the attention of the appropriate manager.

NAME	 	
DATE		
EMPLOYEE		
SIGNATURE		

A WORD ABOUT THIS HANDBOOK

The policies outlined in this handbook should be regarded as management guidelines only, which will require changing from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This handbook supersedes and replaces any and all prior policies, procedures and practices of the company.

This employee handbook also summarizes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Actual plan documents supersede the summaries contained in this handbook.

The employee handbook (and other plan documents) are not contractual in nature and do not guarantee any continuation of benefits or employment.

At-Will Employment and No Contract

Our company adheres to the policy of employment-at-will, which permits the company or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this employee handbook, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this handbook may be added to, deleted or changed by the company in its sole discretion.

EQUAL OPPURTUNITY EMPLOYER

Policy Overview

Our company is committed to the full utilization of all human resources and to a policy of equal opportunity employment. Our company will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to, veteran status, race, color, religion, sex, marital status, national origin, physical or mental disability, age, pregnancy, sexual orientation, and ancestry.

<u>Note:</u> All equal opportunity employment related questions should be referred to Scott Fusco.

EMPLOYEE RELATIONS

Philosophy

Bedford Sports Center, LLC. is committed to providing the best possible climate for maximum development and achievement of goals for all employees. Our practice has always been to treat each employee as an individual. We have always sought to develop a spirit of teamwork: individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we have provided a workplace which is comfortable and progressive. Most importantly, we have a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual employee.

We firmly believe that by communicating with each other directly, we can continue to resolve any difficulties that may arise, and develop a mutually beneficial relationship.

Open Door Policy

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to the appropriate manager so the problem can be settled by examination and discussion of the facts.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.





Hansom Field																				
Hartwell Road Development	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Υ9	Y10	Y11	Y12	Y13	Y14	Y15	Y16	Y17	Y18	Y19	Y20
Ground Rent (\$ / YR)	35,284	58,806	82,328	82,328	82,328	85,622	85,622	85,622	85,622	85,622	89,046	89,046	89,046	89,046	89,046	92,608	92,608	92,608	92,608	92,608
Rate (\$ / SF Leasehold)	0.270	0.270	0.270	0.270	0.270	0.281	0.281	0.281	0.281	0.281	0.292	0.292	0.292	0.292	0.292	0.304	0.304	0.304	0.304	0.304
Annual Maintenance Plan		<u></u>												T						
	\$ 0	30,000	45,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Capital Improvements																				
N/I Initial Investment								300,000		1,000,000										
Other Development Assumptions																				
Build-Out Time	9	Months																		
Juna Out I mic		1410110113																		
Lange Towns	20																			
Lease Term Capital Investment	20 years \$ 2.0 mil	\$ 1.0 mil	\$ 2.0 mil																	

PROPOSED COMMENTS TO GROUND LEASE FOR HARWELL ROAD DEVELOPMENT SITE

Form of Lease Amendment

S. 1.1. At the end, insert:

In the event (i) the Tenant, despite its reasonable efforts, cannot obtain all needed permits and approvals on or before the expiration of 6 months from the date hereof or (ii) the Authority does not approve of Tenant's General Contractor, Tenant's Architect, Tenant's plans or give any other approval required prior to the commencement of construction or (iii) the Authority cannot secure a termination of the existing lease referred to in the RFP or Tenant cannot obtain mortgage loan financing for its improvements in the amount of at least 70% of its projected cost for said improvements, then Tenant may terminate this Lease upon written notice to the Authority and whereupon this Lease shall terminate without further notice.

- s. 3.1 Insert in blank "12 months following (i) receipt of all Permits and Approvals (ii) approval of Final Plans by the Authority, whichever is later.
- s. 3.4. Add after the second sentence "The Authority's approval of plans shall not be unreasonably withheld or delayed."
- s. 3.10. Delete this section regarding payment and performance bond.

[In the alternative, suggest letter of credit]

[Also, if this clause stays, then add sentence that allows for Tenant's contractor to supply instead]

- S. 3.11. Delete requirement of personal guaranty of completion.
- 3.12. Add after first sentence, "such approval not to be unreasonably withheld or delayed".
- s. 3.14. Delete the last sentence of this section.
- s. 4.1(c). Add at the end of this paragraph, "such approval not to be unreasonably withheld or delayed."
- s. 4.1(o). Insert in first blank, "date which is the earlier of (i) 12 months following (x) receipt of all Permits and Approvals and (y) approval of Final Plans by the Authority, whichever is later and (ii) occupancy of all or a portion of the building comprising the improvements.
- S. 4.4(c). Revise the last sentence to read "The First shall be one year from commencement of the first Rent Year using the most recent Index then published.
- S. 6.3(e). In the 4th line, delete "Tenant Work" and insert "Major Alterations".
- S. 7.2(a). Change limit of liability from "at least fifty million dollars (\$50,000,000)" to "five million (\$5,000,000) dollars".
- 7.3 (a) . Reduce rent loss period to twelve (12) months.

- 7.8. Increase threshold to \$400,000.
- 8.1(a). Delete

[Except, keep in if there are "sweeteners" which would require you to use diligent efforts to make profit]

11.2. List of Approved subleases:

The following proposed subleases shall be permitted provided that the subtenants comply with all provisions of the Ground Lease:

- 13.2(a). Delete the end of the sentence commencing with "(provided that..."
- 13.2(b). Change "5 days" to "10 days"
- 13.2(c). Add at end of sentence: ", provided, however, that so long as rent is being paid as if such improvements were completed and no other default exists beyond any applicable cure period, then Tenant shall have an additional four (4) months beyond Final Completion Date in which to complete the improvements before being in default hereunder.
- 13.9 Add, in subsection (i) after "estate remaining under this Lease at the time of such termination" the words "together with the value of the improvements constructed thereon less the depreciation of same in accordance with GAAP"
- 15.13. Add at the end of the paragraph: "Provided however, no such amendment shall materially increase Tenant's obligations under this Lease or otherwise materially affect Tenant's rights hereunder."

DATE: MARCH 3, 2021

TO: CITY CLERK KELLI BARNABY

MAYOR BECKSTED CITY MANAGER CONARD

FROM: COUNCILOR HUDA

SUBJECT: MARCH 8TH 2021 CITY COUNCIL MEETING AGENDA REQUEST (ZOOM MEETING)

PLEASE PUT THIS UNDER MY NAME. THANK YOU

IN CONTINUING THE EFFORT TO MAKE THE CAPITAL IMPROVEMENT PLAN & ASSOCIATED BONDING PROCESS MORE TRANSPARENT FOR ALL TAXPAYERS, RESIDENTS, & THE COUNCIL

I MAKE A MOTION THAT THE CITY MANAGER PROVIDE AN UPDATE TO THE BONDS ISSUED & AUTHORIZED UN-ISSUED REPORT PREVIOUSLY PROVIDED THAT IDENTIFIES THE CIP PROJECTS LISTED UNDER THE DESCRIPTION OF:

- * BI-ANNUAL STREET PAVING
- * BI-ANNUAL SIDEWALK IMPROVEMENTS
- * SCHOOL BUILDING IMPROVEMENTS
- * ELEMENTARY SCHOOL IMPROVEMENTS
- * CITYWIDE BRIDGES
- * CITYWIDE BRIDGE IMPROVEMENTS
- * CITYWIDE BUILDING IMPROVEMENTS
- * ANNUAL WATERLINE REPLACEMENTS
- * ANNUAL SEWER LINE REPLACEMENTS
- * PUMPING STATION UPGRADES

I AM REQUESTING THIS LEVEL OF TRANSPARENCY TO HELP THE RESIDENTS/TAXPAYERS SEE THE PROJECTS THAT AFFECT THEIR STREETS, NEIGHBORHOODS, & SCHOOLS, WHICH THEIR TAX DOLLARS ARE FUNDING THRU THE GENERAL FUND OR BONDING.

ALSO TO BRING MORE TRANSPARANCY TO THE PROCESS BY WHICH PROJECT CONSTRUCTION TIMING IS PRIORITIZED OR ADJUSTED THEN FUNDED FOR THE CAPITAL IMPROVEMENT PLAN.

THESE REQUESTS ARE BEING MADE IN RESPONSE TO TAXPAYER QUESTIONS ON:

- > ISLINGTON ST. CONSTRUCTION
- > ELWYN ROAD SIDEWALKS
- > PEVERLY HILL SIDEWALKS
- > SOUND BARRIER WALL CONSTRUCTION OFF 1-95
- > MIDDLE RD & RT.33 SAFETY UPDATES
- > MAPLEWOOD BRIDGE CONSTRUCTION



CJ Fleck, President Seacoast Area Bicycle Riders Email: cj@seacoastbikes.org Cell: 317-460-1152

February 15, 2021 City of Portsmouth, NH City Council

To whom it may concern:

The Seacoast Area Bicycle Riders (SABR) non-profit is prepared to make a donation to the City in the form of a bicycle service station. The station includes tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. A description of the service station is included in the attached literature. Additional information about the Dero Fixit can be found at https://www.dero.com/product/fixit/). The value of the unit is approximately \$1234.

The station would require permanent installation by the city. Representatives from SABR would be glad to work with City staff on determining an appropriate location for the installation of the station.

We are requesting that the City Council consider accepting this donation. Thanks for your consideration

Sincerely,

CJ Fleck

President, SABR

CC

Karen Conard, City Manager Kelli Barnaby, City Clerk







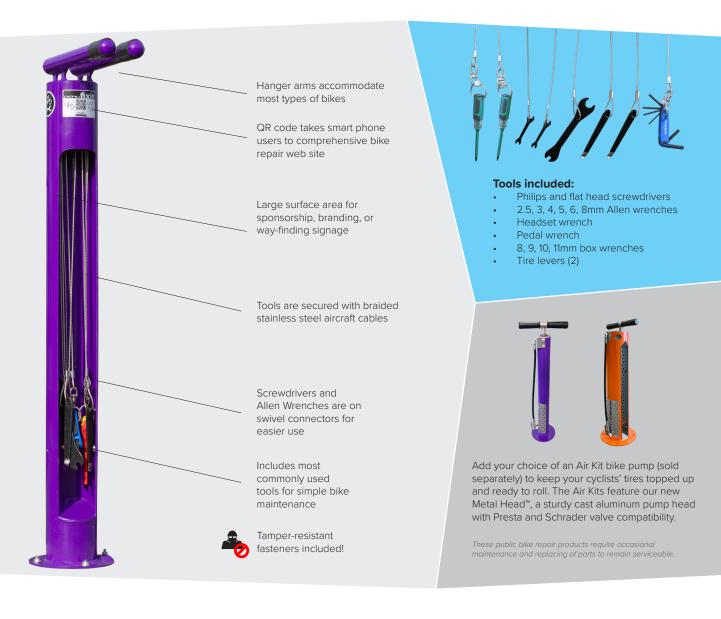
Patents D680,914 S1 and 9,498,880 B2

Fixit

The Fixit includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. The tools are securely attached to the stand with stainless steel cables and tamper-proof fasteners. Hanging the bike from the hanger arms allows the pedals and wheels to spin freely while making adjustments.

Fixit





FINISH OPTIONS

Galvanized **Stainless Powder Coat** Light Gray RAL 7042 White Deep Red Black Yellow RAL 1023 Iron Gray CNH Bright Orange RAL 2004 Beige RAL 1001 Hunter Green RAL 7011 RAL 6005 Yellow Silver RAL 9007 Light Green Green Sepia Brown Bronze RAL 6016 RAL 8014 Wine Red Dark Purple Flat Black RAL 3005

CITY OF PORTSMOUTH



City Hall, One Junkins Avenue Portsmouth, New Hampshire 03801 kconard@cityofportsmouth.com (603) 610-7201

Date: March 4, 2021

To: Honorable Mayor Rick Becksted and City Council Members

From: Karen S. Conard, City Manager

Re: City Manager's Comments on City Council Agenda of March 8, 2021

Work Session:

At 5:30 p.m. this evening there will be a work session to review the Islington Street Corridor Phase Two Project. Public Works Staff will be present and available to answer questions.

VIII. Recognitions and Volunteer Committee Reports:

A. <u>Presentation from the Recreation Board Regarding Edge Sports Facility and Tennis Court Update:</u>

Recreation Board Council Representative, Councilor McEachern, and Chair of the Recreation Board, Carl Diemer, will be presenting the concept of an Edge Sports Facility Complex within the City. They will also provide an update on the tennis courts at the South Mill Pond Complex.

XI. Public Hearings and Votes on Ordinances and/or Resolutions:

A. Public Hearing Reconvened - Capital Improvement Plan (CIP):

In accordance with Section 7.7 of the City Charter, the City Council is reconvening a public hearing at this evening's City Council meeting regarding the <u>proposed Capital Improvement Plan for FY 2022 – FY 2027</u>. In addition to this evening's public hearing, the City Council held a work session on January 13, 2021 and opened the public hearing on February 8, 2021. At the work session, the proposed CIP was presented by City staff.

As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the Capital Plan subsequent to the public hearing and before the City Manager submits the budget to the City Council. It is anticipated the proposed FY 2022 budget will be transmitted on or about April 24, 2021.

I recommend that the City Council move to adopt the Capital Improvement Plan as presented.

B. Third and Final Reading of Ordinance Amending Chapter 1, Article III, Section 1.310 – Zoning Board of Adjustment and Article IV, Section 1.404 – Historic District Commission:

By vote of the City Council on February 22, 2021, an ordinance affecting the land use regulatory board appointment process has been placed on this evening's agenda for a third and final reading. Its intended purpose is to standardize the process so that appointments to the Board of Adjustment and Historic District Commission are made in the same way as the current process for appointments to the Planning Board. If the ordinance passes, all three Boards shall have vacancies filled by appointment of the Mayor as approved by the Council. The specific language changes to accomplish this result are shown on the attached draft proposed ordinance.

XIV. Approval of Grants/Donations:

A. <u>Donation of Bike Service Station from Seacoast Area Bicycle Riders (SABR)</u>:

The City has received a donation offer from Seacoast Area Bike Riders (SABR) for a bike service station, valued in the amount of \$1,234. A self-service station like this is common in many cities around the world and includes tools necessary to perform basic bike repairs and maintenance. If the donation is accepted by the Council, the proposed service station would be installed at a public location in consultation with City staff.

I recommend that the City Council move to accept the donation from SABR of a bike service station valued in the amount of approximately \$1,234.

XV. City Manager's Items which Require Action:

1. Building Permit Fee Waiver for the South Church:

The City has received the attached request from Unitarian Universalist Church of Portsmouth (South Church) for waiver of its \$7,400 building permit fee, in whole or in part. According to Chief Building Official, Robert Marsilia, roof replacement does not typically require a building permit, but because the Church is located within the Historic District, it is required to file one. Since the Church is replacing its historic slate roof in kind, the cost of construction dictates a relatively high fee, which Mr. Marsilia supports waiving in this instance.

I recommend that the City Council move to waive the building permit fee for the South Church, as presented.

2. Request to Schedule a Work Session Regarding Peirce Island Master Plan:

At the February 22nd City Council meeting, a work session was requested regarding the Peirce Island Master Plan.

I recommend that the City Council move to schedule a Peirce Island Master Plan work session at 6:00 p.m. on April 19, 2021.

3. Request to Schedule a Public Hearing for Refunding (Refinancing) a Callable Bond:

In reviewing the City's debt schedule, there are existing bonds eligible for refunding (refinancing) which will result in total future interest savings. The original bond terms included a call provision which allows the issuer the option to pay off bonds prior to the maturity date by issuing another bond at a lower interest rate.

The original General Obligation Capital Improvement Bonds that are eligible for refunding were issued on May 15, 2010 for \$17,300,000, of which \$15,000,000 was related to the Middle School Construction and has a remaining 10-year term principal balance of \$7,500,000. The next principal payment of \$750,000 is due May 15, 2021.

Keeping in mind that interest rates are subject to change, the City, by opting to refinance these bonds in the current market, could experience savings in excess of \$920,000 net of all issuance costs, over the remaining life of the bonds.

I recommend that the City Council move to establish a public hearing at the March 22, 2021 City Council meeting for a Refunding Bond Resolution of up to Seven Million Dollars (\$7,000,000), to refund the remaining portion of the aforementioned callable bond and all related costs. The refunding resolution requires a public hearing with two-thirds vote of the City Council.

4. 46 Maplewood Avenue Revised Public Access Easement:

On August 12, 2019 the City Council approved and accepted a public access easement deed from 30 Maplewood Avenue, LLC ("Owner"), to the City over property located at 46-64 Maplewood Avenue, Tax Map 125 Lot 2-A ("Property").

The public access easement deed was a condition of approval of a conditional use permit granted by the Historic District Commission (HDC) on August 7, 2017 to allow a building height of 45' where 40' was the maximum allowed. Under the Zoning Ordinance in effect at that time, the HDC could grant a conditional use permit to allow an increase in building height above the maximum allowed and, in exchange, the applicant was required to provide publically accessible open space.

The original public access easement area conveyed to the City consisted of 6,573 square feet which included a wide sidewalk and pedestrian path that was covered by the second floor of the building as depicted on the attached plan. The owner has requested to eliminate 637 square feet of the easement area highlighted in yellow on the attached plan and to replace it with a 726 square-foot area located on the abutting property at 30 Maplewood Avenue (Tax Map 125 Lot 2) (Abutting Property) from 30 Maplewood Condominium Association (Association), highlighted in blue on the attached plan.

This would need to be accomplished by means of a three-party agreement under which the City would release its interest in the 637 square- foot easement area on the Property upon receipt of the 726 square-foot pedestrian access easement from the Association on Abutting Property.

The proposed change will allow the owner to convert the area previously proposed as a covered pedestrian walkway and parking area to commercial space. The new easement area would create a continuous uncovered walkway for pedestrians between the two lots that will allow pedestrians to pass through from Maplewood Avenue to Bridge Street.

The applicant recently received amended conditional use permit approval from the HDC for the modification to the original plan, and the Planning Board has reviewed and recommended approval of the revised easement for acceptance by the Council.

The attached plan shows the proposed easement area which is subject to the approval of the City Council. If approved, the City would need to discharge a portion of the pedestrian easement area on the Property shown on the attached plan.

All of the foregoing has been reviewed by the Planning and Legal Departments.

In order to accomplish the exchange of easements as presented, I recommend that the City Council move to grant authority for the City Manager to negotiate, execute, accept and record the pedestrian access easement and partial release of easement with plans and other related documents in a form similar to those attached.

5. <u>145 Maplewood Avenue Request for Extension of Temporary Construction License</u>:

On May 16, 2019 the Planning Board granted site plan review approval for an application for property located at 145 Maplewood Avenue (aka 111 Maplewood Avenue) to construct a 4-story office building.

The Construction Mitigation and Management Plan (CMMP), signed in October 2019, identified temporary encumbrances of the public sidewalks and parking spaces on Vaughan Street, Raynes Avenue, and Maplewood Avenue for construction-related work during the project's construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. In addition, the licenses are subject to the "License Fee for Encumbrance of City Property" policy.

At the August 3, 2020 and November 16, 2020 meetings, the Council approved temporary construction licenses to encumber the sidewalks and parking spaces on Raynes Avenue, Vaughan Street and Maplewood Avenue through December. At the January 11, 2021 Council meeting, the Council granted requests to extend licenses for use of those areas to March 15, 2021. To date, the City has received \$94,006.70 in license fees for use of these areas.

The License Areas are shown on the plan labeled "Sidewalk Closure and Parking Closure License Plan #3". The sidewalk area is 3,916 square feet and there are 18 metered parking spaces. The proposed duration for the new requested license is until April 30, 2021 for a total of 46 additional days.

The total fee for the sidewalk portion of the License Area is \$9,006.80 (3,916 X \$0.05 X 46) and the total fee for the parking portion of the License Area is \$28,980 (18 X \$35 X 46) for a total combined fee of \$37,986.80. The proposed license agreement provides that, if any of the

license areas returned to the City prior to the end of the License Term, the City will refund the applicant the portion of the license fee already paid to the City.

All of the foregoing has been reviewed by the Planning and Legal Departments.

I recommend that the City Council move that the City Manager be authorized to execute and accept the temporary construction license regarding 145 Maplewood Avenue as submitted.

6. Proposed Longmeadow Road Extension Project:

In a combined federal, state and municipal initiative, the Department of Public Works proposes to extend Longmeadow Road to intersect with Lang Road near Route 1/Lafayette Road, as reflected in the attached plan. This proposed extension would pass over two lots owned by Service Federal Credit Union. This is a part of a multi-phase process for State administration of federal funding for infrastructure improvements. These federal funds will finance the majority of this initiative. This proposal comes to the City Council following a road safety audit, completed in partnership with New Hampshire Department of Transportation.

This study found the extension necessary to safely reduce and redirect traffic from the busy intersection of Lang Road and Route 1. The Planning Board approved this project at the February 21, 2019 meeting. Pursuant to that Planning Board approval, Service Federal Credit Union has delivered the attached deeds necessary to convey the property needed to complete this project.

This project was initially approved by the City Council on May 6, 2019. However, since that time the project has changed by relocating a drainage easement from Lot 1, which would have contained a retention pond, to the adjacent Lot 1-1. A retention pond will no longer be a part of this project, and runoff from the road will drain through the adjacent drainage easement maintained by the State of New Hampshire.

This project requires eight separate conveyances from Service Federal Credit Union as shown on the attached plan. These conveyances are as follows:

Quitclaim Deeds

Quitclaim Deed from Lot 1: This deed transfers 1.45 acres of land from Lot 1 to the City. This conveyance transfers the majority of the underlying road. This conveyance will be in fee simple, and will provide the City with ownership of the new Longmeadow Road extension. This deed also contains a temporary construction easement to benefit the City.

Quitclaim Deed from Lot 1-1: This deed transfers 15,499 square feet of land from Lot 1-1 to the City. This will convey the remainder of the property needed to contain the Longmeadow Road extension. Together with the Quitclaim Deed from Lot 1, the property conveyed via these quitclaim deeds contain the new Land Road extension. This deed also contains a temporary construction easement to benefit the City.

Permanent Easements

Sight Distance Easement: This easement is over Lot 1-1, contains 2,756 square feet of land, and is to benefit the City. The purpose of this easement is to ensure that no object restricts the view of the driver of any vehicle attempting to see around this turn. The easement specifically prohibits any object within this area to exceed 30" above the ground, and allows the City to enter onto this property to maintain this safety requirement.

Drainage Easement A: This easement is over Lot 1, contains 10,805 square feet of land, and is to benefit the City. The purpose of this easement is to allow proper drainage from the road into a drainage ditch, which will pass under the road and empty into Drainage Easement B.

Drainage Easement B: This easement is over Lot 1-1, contains 15,736 square feet, and is to benefit the City. The purpose of this easement is to ensure proper drainage into the adjacent, existing drainage easement owned by the State of New Hampshire.

Drainage Easement C: This easement is over Lot 1-1, contains 8,871 square feet of land, and is to benefit the City. Like Drainage Easement A, the purpose of this easement is to construct and maintain a drainage ditch along Longmeadow Road. This drainage ditch will travel along and then pass under Longmeadow Road, and empty into the Drainage Easement B.

I recommend that the City Manager be authorized to negotiate, execute, deliver and record deeds and easements in a form substantially similar to those attached to complete the extension of Longmeadow Road.

7. Patricia Drive Release of City Interest and Renaming of Private Road:

At the February 18, 2021 Planning Board meeting, the Board granted subdivision approval for a two-lot subdivision located on a private road currently known as Patricia Drive. As part of the approval, the Board recommended that the City approve the transfer ownership of approximately 7,860 square feet of the road right-of-way to the owners of the private road. This area is shown on the attached plan and highlighted in cross-hatching.

In addition, the Board recommended approval of renaming the road Hemlock Way.

The above has been reviewed and approved by the Planning and Legal Departments.

I recommend that the City Council vote to approve the conveyance by release deed of ownership of 7,860 square feet of roadway as shown on the Plan labeled "Proposed Subdivision Plan: Tax Map 283 Lot 11" dated 2/10/21, and to approve renaming the private road to Hemlock Way.

XVI. Consent Agenda:

A. <u>Projecting Sign License – 168 Fleet Street:</u>

Permission is being sought to install a projecting sign at 168 Fleet Street that extends over the public right of way, as follows:

Sign dimensions: 36" x 36"

Sign area: 9 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 signs, 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.

XVIII. City Manager's Informational Items:

1. Report Back on FY18, FY19, FY20 CAFR Unidentified Projects as Requested by Councilor Huda at the 2/22/2021 Council Meeting:

Please find attached a report back regarding this item.

2. Report Back on Proposed Modifications to the Middle Street Bike Lanes:

At the February 22, 2021 Council meeting, the Council voted to request a report back on efforts and costs to implement safety recommendations for the Middle Street Bike Lanes outlined by the report completed by Toole Design Group (TDG) in January 2021. A summary of the report's recommendations and a list of estimated costs is provided below. In addition to the modifications recommended by TDG, City staff has also provided a summary of estimated costs to re-locate a portion of the bike lane to the outside of the parking lane, which has been discussed by Council.

Project Background

The Middle Street / Lafayette Road Bike Lanes were installed in October of 2018 with funding from a Federal Safe Routes to School grant.

At the September 14, 2020 City Council meeting, the Council voted to request that City staff redesign and reconstruct the Middle Street / Lafayette Road bike lanes by moving the parking of vehicles back to the curb which would relocate the bike lane to the outside of the parked

cars and next to the motor vehicle travel lane. The requested modification would directly impact the section of the corridor containing parking spaces, which is 1,600 linear feet on just the west side of the roadway. The parking space section therefore comprises approximately 16% of the entire project length. The Council has been discussing this option since last summer. At the September meeting, the Council vote also requested that City staff consult with the NH Department of Transportation (NHDOT) staff prior to implementing this change.

The City received \$223,764 through the Federal Safe Routes to School program (which is administered by NHDOT) for the design and construction of these bike lanes. The City expended \$86,902 of City funds for this project. As was confirmed by Bill Watson, Administrator of the Bureau of Planning and Community Assistance at NHDOT at the Council's January 25, 2021 meeting and documented in email exchanges provided to the Council, NHDOT, as the fiscal agent for this project, has an obligation to protect the federal investment in the funds allocated to the City for this project in perpetuity. By extension, the City, as recipient of these funds, also has an obligation to do the same. NHDOT staff had previously indicated that in order for them to consider whether design modifications are merited without requiring the City to return grant funds, the community would need to demonstrate safety, environmental or other concerns about specific design details by completing a review and analysis by a qualified engineer.

After the Council vote in September, City staff solicited proposals from qualified engineering firms to assess the change proposed by the City Council and to conduct a review of the current bike lane design in preparation for review by NHDOT. The three firms submitting proposals were Sebago Technics, TEC Inc., and Toole Design Group. After consideration, City staff recommended selecting Toole Design Group (TDG) to perform the engineering review of the Middle Street bike lane.

Based on the process outlined by NHDOT, City staff (Eric Eby, Peter Rice, and Juliet Walker) and TDG lead engineer for this project (Jeremy Chrzan) reviewed the draft report with NHDOT staff (William Watson and Robert Hudson) on January 11, 2021. At the January 25, 2021 meeting, TDG presented their report to the Council.

In short, TDG's analysis did not find that the design modifications requested by Council are merited and their independent review of the bike lanes did not demonstrate safety, environmental, or other concerns that would justify a substantial redesign. However, Toole identified several measures that could be implemented to improve the safety and operations of the bike lanes and pedestrian traffic, while not exposing the City to possible repayment of the federal grant.

Proposed Modifications

A summary of the TDG recommendations and a list of estimated costs is provided below. NHDOT has reviewed these recommendations and has agreed that they represent minor modifications to the approved design and would not require the City to return the federal grant funds awarded previously.

In addition to the safety modifications recommended by TDG, City staff has also provided a summary of estimated costs to re-locate a portion of the bike lane to the outside of the parking lane, which has been discussed by Council. The relocation of the bike lane would also require the development of engineered plans prepared by a professional engineer. The reason that is required is that NHDOT has communicated that if the City Council wants to come up with an alternative for any portion of the bike lanes, then the City would be expected to pay back the grant funds unless engineered plans provided to NHDOT clearly demonstrate that the modification is a better, safer, engineered solution (see attached email correspondence from NHDOT staff confirming this).

Neither of the options below includes ongoing maintenance costs of the bike lanes, which are estimated to be approximately \$10,000 for restriping every two years. As part of the City's ongoing pavement management program, this corridor is also scheduled for repaving within the next 2 years. That cost (which will likely include full reconstruction of the road in some locations) is estimated at \$1M or more. Road resurfacing will greatly improve the safety and comfort of this roadway for all travelers and will also improve the functionality of the bike lanes generally.

Summary of Toole Design Group recommendations and estimated costs (starting on page 6 of report):

Recommendation and description	Estimated cost
Roadway resurfacing and restriping	see comment in paragraph above
Lane width considerations Ensure that all travel lanes are a minimum of 10-feet wide and provide equal lane widths in both directions.	TDG's report recommended incorporating this into the roadway surfacing and restriping which would be included in the cost above
3. Bike lane alteration near Cabot Street Create smoother transition for a southbound bicyclists from the shared lane to the separated bike lane and improve visibility of crosswalk by removing the on-street parking space immediately south of Cabot Street and begin the bike lane at Cabot Street.	\$200 (if done separately from #1)
Increase sight distances Remove (1) on-street parking south of Cabot and south of Madison Street.	\$200 (if done separately from #1)
5. & 6. Re-Install and Re-Distribute Flex Post Delineators Add flex post delineators preceding the on-street parking locations, at intersections, and where the curvature of the roadway may cause motorists to encourage on the bike lane buffer consistent with originally approved plans. Costs would be for new anchor cups in pavement and repositioning of some locations. This cost assumes use of	\$1,000

7.	existing delineators, not aesthetic alternatives mentioned by TDG. Removal of green pavement markings at Highland Street intersection	Labor (in-house)
8.	Pedestrian Crossing Improvement Add Rectangular Rapid Flashing Beacon (RRFB) at Middle Street and Wibird St as per originally approved plans. Cost does not include pedestrian crossing refuge median mentioned by TDG, which could be considered when roadway gets re- paved in the future.	\$16,000

Estimated costs for re-locating a portion of the bike lane to the outside of the parking lane for 1,600 linear feet:

Engineered Plans To avoid repayment of grant funds, the engineering plans (completed by a third party professional engineer) would need to clearly demonstrate that the modification is a better, safer, engineered solution.	\$9,000
Construction Estimated costs assumes this would be hired out in order to expedite implementation this season.	\$10,000
Repayment of Federal Funds Pending outcome of review of engineered plans by NHDOT to confirm with the proposed design modification is a better, safer, engineering solution than the previously approved plans.	\$223,764

3. Great Bay Total Nitrogen General Permit and Draft Intermunicipal Agreement:

Please find attached a briefing report on the Great Bay Total Nitrogen General Permit and related draft Intermunicipal Agreement with other impacted communities. To ensure members of the public can learn more about the Permit and have the ability to ask questions, City staff are working to schedule a public meeting on this topic on March 11, 2021.

South Church

Office: 73 Court St. Portsmouth, NH 03801 603-436-4762



February 17, 2021

Mr. Robert Marsilia Chief Building Inspector City of Portsmouth 1 Junkins Avenue Portsmouth, NH 03801

Dear Mr. Marsilia,

RE: Building Permit #BLDG-21-103

As you know, the Unitarian Universalist Church of Portsmouth (South Church) is planning to replace our nearly 200-year-old original slate roof with a new slate roof this summer. We are proud to maintain this resource that was listed on the National Register of Historic Places in 1979. We realize that this iconic building does not just belong to the congregation, but represents an important part of the history and character of Portsmouth's Historic District.

When faced with the decision of whether to remove the slate and replace it with another less expensive material, our congregation stepped up to the challenge of stewardship and made the financial commitment of providing the more expensive slate roof and copper flashing; a decision that was commended by the Historic District Commission.

We are funding the project through a combination of grants from the New Hampshire Land and Community Heritage Investment Program (LCHIP), a fund-raising campaign within our membership, and a bank loan that will need to be repaid over its 10-year term.

It is in the spirit of a shared commitment to maintaining the historic character of Portsmouth that we are asking the City of Portsmouth to consider waiving all or part of the \$7,400 permit fee. Our current project will replace the slate roof and repoint the necessary granite exterior blocks, but South Church would like to continue to conserve funds so that when the roof is complete we may repair our portico ceiling and restore the landscaping around the church to be enjoyed by all.

The cornerstone at 292 State St. was laid in 1824. Our congregation will soon celebrate the bicentennial of that event. We want South Church to continue to represent our congregation's commitment to keeping this building a beautiful historic part of downtown Portsmouth.

Thanks very much for your consideration.

Sincerely,

Kim A. Schnell

Treasurer South Church

cell: 603-498-9159

Kim A. School

CITY OF PORTSMOUTH TWO THOUSAND TWENTY-ONE PORTSMOUTH, NEW HAMPSHIRE

RESOLUTION #____

UP TO OUTST	OLUTION AUTHORIZING THE ISSUA SEVEN MILLION (\$7,000,000) TO RE ANDING BONDS OF THE CITY SO A S, AND TO PAY ALL COSTS INCIDEN	FINANCE CERTAIN AS TO REDUCE INTERESTS
BE IT RESOL	VED:	
City's \$17,0 2010 (the " amount of the portion of the premium at be issued be	rder to reduce interest costs associated 300,000 General Obligation Capital Implification Bonds"), the City is authorized to SEVEN MILLION DOLLARS (\$7, he Refunded Bonds, and to pay associated all issuance expenses associated the toy the City Treasurer, with the approvation accordance with the Municipal Finance	provement Bonds dated May 15, ed to issue refunding bonds in the 000,000) to refinance all or any iated interest costs, redemption nerewith, such refunding bonds to I of the City Manager, and
details of s	discretion of fixing the dates, maturities uch refunding bonds is hereby delegate the City Manager.	
THAT this	resolution shall take effect upon its pas	ssage.
		APPROVED:
		RICK BECKSTED, MAYOR
ADOPTED BY MARCH 22, 20	CITY COUNCIL: 021	
KELLI L. BAR CITY CLERK	RNABY, MMC/CHHMC	

30 Maplewood Avenue LLC 36 Maplewood Avenue Portsmouth, NH 03801

February 24, 2021

Ms. Juliet T. H. Walker, AICP Planning Director Planning Department City Hall 1 Junkins Ave Portsmouth, NH 03801

Dear Ms. Walker:

The property owner of 46-64 Maplewood Avenue, 30 Maplewood Avenue LLC, is requesting to eliminate an existing easement on the approved Easement and License plan, the easement area is highlighted in yellow, and to replace this easement area with a new easement, highlighted in blue, on the updated Easement and License plan dated 11/08/20.

The easement to be eliminated is noted as "covered pedestrian easement sub-area A 637 s.f." on the Easement and License Plan. The easement to be added is noted as "off-site pedestrian easement sub-area A 726 s.f." on the updated Easement and License Plan.

The swap of easement areas would create a continuous walkway between the two buildings, connecting Maplewood Avenue and Bridge St. The easement area in blue is on an abutting parcel at 30 Maplewood Avenue. The 30 Maplewood Condominium Association has previously written a letter to the City stating that the Condominium Association is in favor of the proposed changes to the Easement and License Plan.

The area under the new building at 46-64 Maplewood will be converted to commercial space rather than parking as shown on the original Easement and License Plan. The commercial space will also include the covered pedestrian easement sub-area A which has been eliminated. The existing parking spaces under the building accessed off Deer St will remain.

Please let us know if you have any questions.

Sincerely,

Stephen Kelm

30 Maplewood Avenue LLC

RELEASED EASEMENT LENGTH TABLE

LITTO.	iii iiibiii	
LINE	BEARING	DISTANCE
L1	\$46'36'18"W	10.57
L2	N43'28'02"W	60.04"
L3	N46'36'18"E	10.65
L4	S43'23'42"E	60.04

PLAN REFERENCES:

- VAUGHAN STREET URBAN RENEWAL PROJECT N.H. R-10, PORTSMOUTH, NEW HAMPSHIRE, DISPOSITION PLAN PARCEL 7. DATED OCT. 1973 BY ANDERSON-NIHOLS & CO., INC.
- 2. VAUGHAN STREET URBAN RENEWAL PROJECT N.H. R-10, PORTSMOUTH, NEW HAMPSHIRE, DISPOSITION PLAN PARCEL 10. DATED OCT 1973 BY ANDERSON-NIHOLS & CO, INC.
- 3 VAUGHAN STREET URBAN RENEWAL PROJECT N.H. R-10, PORTSMOUTH, NEW HAMPSHIRE, DISPOSITION MAP DATED NOV. 1969 BY ANDERSON-NIHOLS & CO, INC RCRD
- 4. EASEMENT SITE PLAN, TAX MAP 125 LOT 2, 30 MAPLEWOOD, LLC TO PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), SCALE: 1" = 20', OCTOBER 2013 BY AMBIT ENGINEERING. RCRD D-38148.
- 5 PROPOSED EASEMENT TO CITY OF PORTSMOUTH, SCALE: 1" = 10', 9/18/13 BY AMBIT ENGINEERING BK 5512, PG 1046
- 6 CONDOMINIUM SITE PLAN, TAX MAP 125 LOT 2, BY AMBIT ENGINEERING, RCRD D-38936; AMENDED AT RCRD D-39005.
- SUBDIVISION PIAN, TAX MAP 125 LOT 2, OWNER: 30 MAPLEWOOD, LLC, 30-46 MAPLEWOOD AVENUE, CITY OF PORTSMOUTH, STATE OF NEW HAMPSHIRE, DATED OCTOBER 2015 RCRD PLAN D-40246.
- B. SITE PLAN, TAY MAP 125 LOT 2, 30 MAPLEWOOD AVENUE, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE, DATED AUGUST 2015 RCRD PLAN D-39173.
- 9 PROPOSED SITE PLAN, 30 MAPLEWOOD, LLC, 46-64 MAPLEWOOD AVENUE, DECEMBER 2018,

ABUTTERS_LIST:

LEGEND:

N/F RP

RCRD

RR SPK

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O IR FND O IP FND

IR SET

ODH FND

1 A

10

ODH SET
BND w/DH
ST BND w/DH



N/F PARADE OFFICE c/o CATHARTES PRIVATE INVESTMENTS 262 WASHINGTON STREET, SUITE 302 BOSTON, MA 02108 3756 / 7701



N/F EMERSON HOVEY POST 168 VFW
238 DEER STREET
PORTSMOUTH, N.H. 03801



N/F SHIANG TA CHEN & JUNE LI 60 NORTON ROAD QUINCY, MA 02169 3280 / 0645



N/F CINDY LEE CARROLL 391 MILLER AVENUE PORTSMOUTH, N H 03801 3103 / 0287



N/F G AND N REALTY, LLC 30074 VILLAGE PARK DRIVE CHAPEL HILL, NC 27517 3957 / 2586



N/F JOHN GRAY REVOC TRUST BRAIL A GRAY REVOL TRUST 7 PATRIOTS WAY RTE, N.H. 03870 3895 / 0843

N/F DEEK SIREEI ASSUCIATÉS P O BOX 100 YORK HARBOR, ME 03911

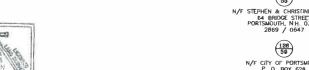


N/F SHAINES AND McEACHERN CO (PORTSMOUTH) LLC 282 CORPORATE DRIVE PORTSMOUTH, N H. 03801 4496 / 0556

120 55

N/F STEPHEN & CHRISTINE MAYEUX 64 BRIDGE STREET PORTSMOUTH, NH 03801 2869 / 0647

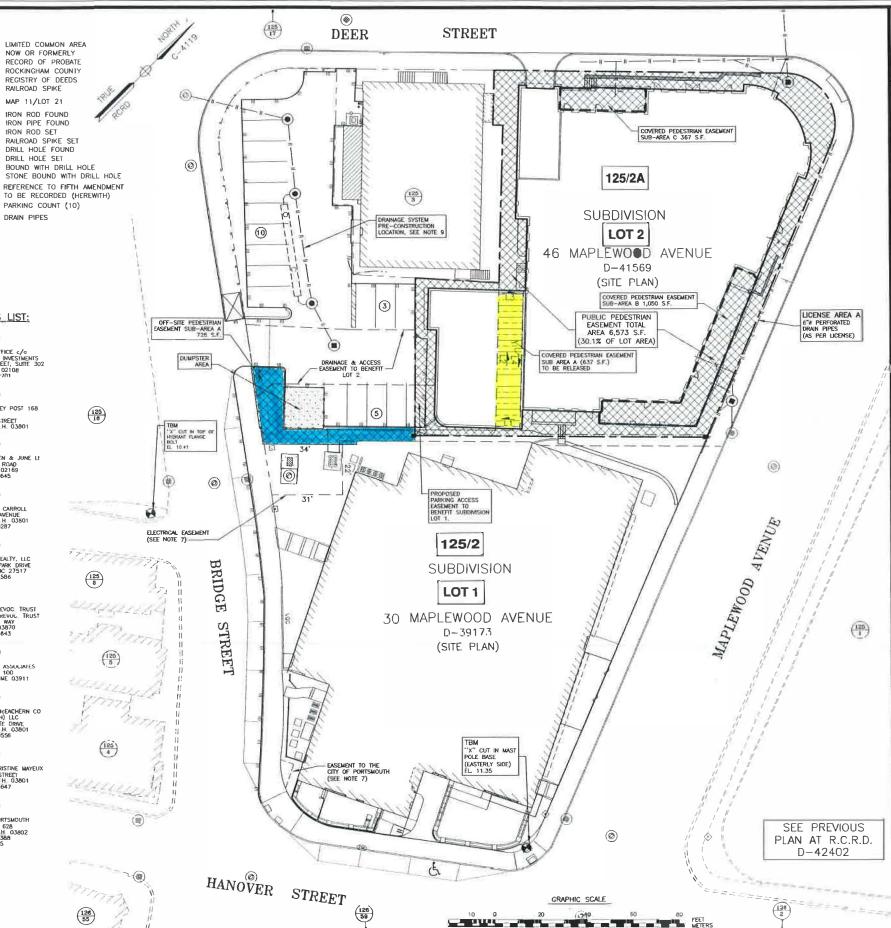
N/F CITY OF PORTSMOUTH P. 0 BOX 628 PORTSMOUTH, N.H 03802 2166 / 0388 /D-4125



APPROVED BY THE PORTSMOUTH PLANNING BOARD

CHAIRMAN

DATE





AMBIT ENGINEERING, INC. Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3 Portsmouth, N.H. 03601-7114 Tel (603) 430-9282 Pax (603) 436-2315

NOTES:

1) PARCELS ARE SHOWN ON THE CITY OF PORTSMOUTH ASSESSORS MAP 125 AS LOTS 2 & 2A

2) OWNERS OF RECORD:

125/2: 30 MAPLEWOOD AVENUE CONDOMINIUM ASSOCIATION
36 MAPLEWOOD AVENUE PORTSMOUTH, N.H. 03801 5099/2424 PLAN D-38936 DECLARATION: BK 5636, BK 1930
FIRST AMENDMENT: BK 5647, PG 1038
SECOND AMENDMENT: BK 5688, PG 2226 THIRD AMENDMENT: BK 5783 PG 2443 FOURTH AMENDMENT: BK 5807, PG 2635 FIFTH AMENDMENT: BK 5835/ PG 1026

125/2A 30 MAPLEWOOD LLC 36 MAPLEWOOD AVENUE PORTSMOUTH, NH 03801 5835/1026

3) PARCEL IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON

4) EXISTING LOT AREAS:

LOT 2 LOT 1 34.887 S.F. 21,798 S.F. 0.5004 AC

5) PARCELS ARE CURRENTLY LOCATED IN THE CHARACTER DISTRICT 4-L, HISTORIC DISTRICT, AND DOWNTOWN OVERLAY DISTRICT.

6) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF PROPOSED EASEMENTS AND LICENSES, AS WELL AS AN EASEMENT AREA TO BE RELEASED.

7) PARCELS ARE SUBJECT TO:

AN EASEMENT TO EVERSOURCE (PUBLIC SERVICE COMPANY OF N.H.) RECORDED AT RCRD 5516/946 (SEE D-38148)

AN EASEMENT TO THE CITY OF PORTSMOUTH AT RCRD_5512/1047: NOTE: INFRASTRUCTURE RELOCATED TO EVERSOURCE EASEMENT AREA

8) LOT 2A HAS A DEEDED RIGHT TO USE THE DUMPSTER ON LOT 2 SEE RCRD 5835/1026

9) PER MUTUAL EASEMENT DEED BETWEEN LOT 1 AND LOT 2 THE CONSTRUCTION AND MAINTENANCE OF THIS DRAINAGE SYSTEM WILL BE THE RESPONSIBILITY OF 46 MAPLEWOOD AVENUE CONDOMINIUM ASSOCIATION

10) FXCESS SNOW SHALL BE REMOVED FROM THE SITE AND DISPOSED OF OFF SITE. SNOW SHALL NOT BE DISPOSED OF OR STORED ON CITY PROPERTY

11) SEE PUBLIC ACCESS EASEMENT DEED AT R.C.R.D. 6179/427

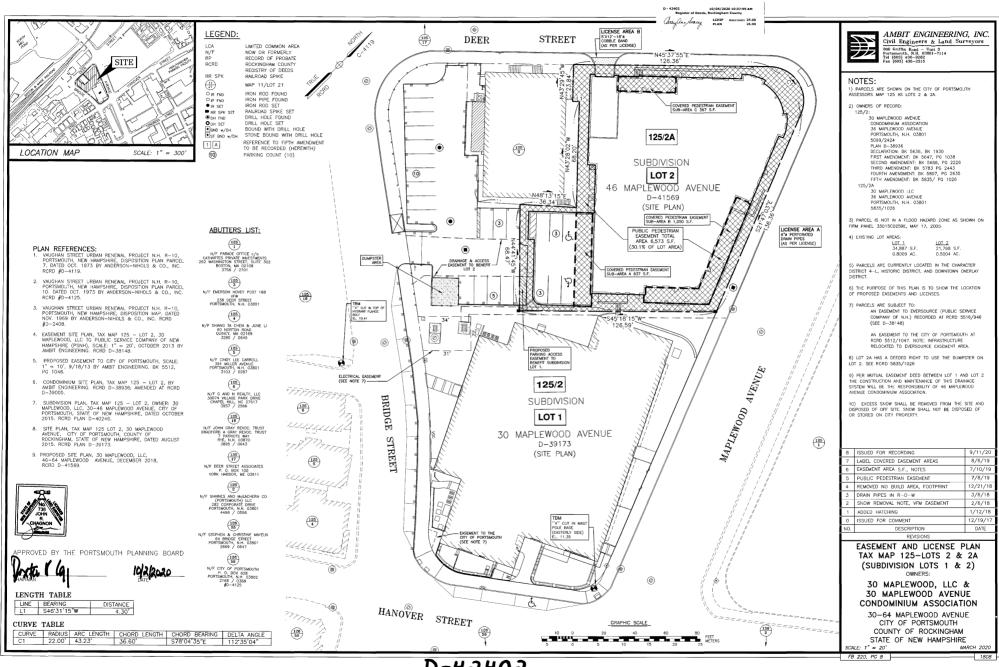
3	SHOW SUB AREA A FOR RELEASE	11/8/20
2	ELIMINATE LICENSE AREA B	9/23/20
1	ISSUED FOR APPROVAL	4/10/20
0	ISSUED FOR COMMENT	3/16/20
NO.	DESCRIPTION	DATE
	REVISIONS	

EASEMENT AND LICENSE PLAN TAX MAP 125-LOTS 2 & 2A (SUBDIVISION LOTS 1 & 2) OWNERS:

30 MAPLEWOOD, LLC & 30 MAPLEWOOD AVENUE CONDOMINIUM ASSOCIATION

30-46 MAPLEWOOD AVENUE CITY OF PORTSMOUTH COUNTY OF ROCKINGHAM STATE OF NEW HAMPSHIRE

SCALE: 1" = 20'



After recording return to: City of Portsmouth Planning Department 1 Junkins Ave Portsmouth, NH 03801

PARTIAL RELEASE OF EASEMENT DEED

THIS PARTIAL RELEASE OF EASEMENT DEED IS GRANTED this _____ day of March 2021, by the CITY OF PORTSMOUTH, a municipal corporation, 1 Junkins Avenue, Portsmouth, New Hampshire ("City" or "Grantor"), for good and valuable consideration, receipt of which is acknowledged, to 30 MAPLEWOOD LLC, a New Hampshire limited liability company with a mailing address of 36 Maplewood Avenue, Portsmouth, New Hampshire ("30 Maplewood LLC" or "Grantee"), with respect to a portion of a public access easement area over land of Grantee located at 46 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire (the "Property").

WITNESSETH

WHEREAS, pursuant to an Easement Deed For Public Access recorded at the Rockingham Registry of Deeds ("RCRD") at Book 6179, Page 427 on October 15, 2020, 30 Maplewood LLC conveyed to City an easement for public access over the Property (the "Public Access Easement"), consisting of 6,573 square feet, as shown on a plan titled "Easement and License Plan Tax Map 125 – Lots 2 & 2A (Subdivision Lots 1 & 2) Owners: 30 Maplewood, LLC & 30 Maplewood Avenue Condominium Association 30-64 Maplewood Avenue City of Portsmouth County of Rockingham State of New Hampshire" prepared by Ambit Engineering, Inc., dated March 2020, and recorded in the RCRD as Plan D-42402 ("Plan D-42402"); and

WHEREAS, a portion of the Public Access Easement shown on Plan D-42402 is identified on said plan as "COVERED PEDESTRIAN EASEMENT SUB-AREA A 637 S.F." ("Sub-Area A"); and

WHEREAS, 30 Maplewood LLC seeks to remove the Public Access Easement from Sub-Area A in connection with its plan to reroute the Public Access Easement and enclose that portion of the structure currently being constructed over Sub-Area A; and

WHEREAS, the City is willing to release and discharge Sub-Area A from the burden of the Public Access Easement in exchange for an easement for public access over that portion of the property owned by 30 Maplewood Avenue Condominium Association ("Association"), located at 30 Maplewood, City of Portsmouth, County of Rockingham, State of New Hampshire, identified as "OFF-SITE PEDESTRIAN EASEMENT SUB-AREA A 726 S. F.", on a plan entitled "Easement and License Plan, Tax Map 125-Lots 2 & 2A (Subdivision Lots 1 & 2), Owners: 30 Maplewood, LLC & 30 Maplewood Avenue Condominium Association, 30-46 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire," prepared by Ambit Engineering, Inc., dated March 2020, last revised November 8, 2020, and recorded herewith at the RCRD (the "Revised Easement Plan")

WHEREAS, to induce the City to release and discharge Sub-Area A from the burden of the Public Access Easement, the Association, as owner of the property located at 30 Maplewood, City of Portsmouth, County of Rockingham, State of New Hampshire, said property being shown as Lot 1 on both Plan D-42402 and the Revised Easement Plan, has granted the City a Pedestrian Access Easement, recorded herewith at the RCRD, over that portion of its property identified as "OFF-SITE PEDESTRIAN EASEMENT SUB-AREA A 726 S. F." on the Revised Easement Plan.

NOW THEREFORE, in exchange for the foregoing consideration, the receipt and sufficiency of which is hereby acknowledged, the City partially releases and discharges the Public Access Easement as follows:

<u>Partial Release of Public Access Easement Area</u>. The City releases its Public Access Easement from that portion of 30 Maplewood LLC's Property described as "Covered Pedestrian Easement Sub-Area A (637 S. F.) To Be Released" shown on the Revised Easement Plan and being more fully described as:

Beginning at a point at the southeast corner of the Covered Pedestrian Easement Sub-Area A (637 S. F.) To Be Released, as shown on the Revised Easement Plan, and continuing along a line marked "L1" on said plan S 46° 36' 18" W a distance of 10.57 feet to a point; thence turning and running along a line marked "L2" N 43° 28' 02" W a distance of 60.04 feet to a point; thence turning and running along a line marked "L3" N 46° 36' 18" E a distance of 10.65 feet to a point; thence turning and running along a line marked "L4" S 43° 23' 42" E a distance of 60.04 feet to the point of beginning.

IN WITNESS WHEREOF, City and 30 Maplewood LLC have executed this Partial Release of Easement Deed as set forth, below.

Grantor	
City of Portsmouth, New Hampshire	
By: Karen S. Conard, City Manager	
Per vote of the City Council on2021.	
Grantee:	
30 Maplewood LLC	
By:Steve Kelm Its: Manager	
Association:	
30 Maplewood Avenue Condominium A	ssociation
By:Charles Dye, President	
ACKNOWLEDGEMENTS STATE OF NEW HAMPSHIRE	
COUNTY OF ROCKINGHAM	
On this day of, 2021, before me, the undersigned notary personally appeared Karen S. Conard, Manager of the City of Portsmouth New Ham proved to me through satisfactory evidence of identification, which was a valid clicense, to be the person whose name is signed on the preceding or attached docume acknowledged to me that she signed it in her capacity as stated therein and voluntarily stated purpose.	pshire, driver's nt, and
Notary Public: My Commission Expires:	

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM On this day of , 2021, before me, the undersigned notary public, personally appeared Stephen Kelm in his capacity as Manager of 30 Maplewood LLC, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose. Notary Public: My Commission Expires: STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Charles Dye in his capacity as President of 30 Maplewood Avenue Condominium Association, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

After recording return to: City of Portsmouth Planning Department 1 Junkins Ave Portsmouth, NH 03801

PEDESTRIAN ACCESS EASEMENT

THIS EASEMENT HEREIN IS GRANTED this _____ day of March 2021 by 30 MAPLEWOOD CONDOMINIUM ASSOCIATION, an unincorporated voluntary association of the unit owners of the 30 Maplewood Condominium, with a mailing address of 30 Maplewood Avenue, Portsmouth, New Hampshire, ("Grantor") and for consideration of One Dollar (\$1.00) paid by the City, and other good and valuable consideration, receipt of which is acknowledged by Grantor, grants unto the City of Portsmouth, a municipal corporation, 1 Junkins Avenue, Portsmouth, New Hampshire ("City") with warranty covenants, a pedestrian access easement.

WITNESSETH

WHEREAS, Grantor acquired a tract of land located at 30 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire (the "Property"), by Warranty Deed of Martin Stein, Trustee of the 30 Maplewood Avenue Trust, dated March 29, 2010, and recorded at the Rockingham County Registry of Deeds ("RCRD") in Book 5099, Page 2424; being more particularly described in a First Amendment To Declaration of Condominium For 30 Maplewood Condominium dated August 20, 2015, recorded in the RCRD in Book 5647, Page 1038, at Exhibit A-8, and shown as Lot 1 on a Subdivision Plan titled "Subdivision Plan Tax Map 125 – Lot 2 Owner: 30 Maplewood LLC, 30-46 Maplewood Avenue City of Portsmouth County of Rockingham State of New Hampshire" prepared by Ambit Engineering, Inc., dated October 2015, last revised April 18, 2017, and recorded in the RCRD as Plan D-40246; and

WHEREAS, reference is made to a plan entitled "Easement and License Plan, Tax Map 125-Lots 2 & 2A (Subdivision Lots 1 & 2), Owners: 30 Maplewood, LLC & 30 Maplewood Avenue Condominium Association, 30-46 Maplewood Avenue, City of Portsmouth, County of Rockingham, State of New Hampshire," prepared by Ambit Engineering, Inc., dated March 2020, last revised November 8, 2020, and recorded herewith at the RCRD (the "Easement Plan"); and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), to be paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, Grantor conveys the easement as follows, located in the City of Portsmouth, County of Rockingham, State of New Hampshire (hereinafter collectively referred to as the "Easement"):

Pedestrian Access Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy the pedestrian access easement identified on the Easement Plan as "Off-Site Pedestrian Easement Sub-Area A 726 S.F." The Pedestrian Access Easement begins at the northwest corner of the Property being the cross hatch marked area adjacent and parallel to Bridge Street continuing in an easterly direction until it connects to the existing Pedestrian Easement Area located at 46 Maplewood Avenue on property of 30 Maplewood, LLC (which existing Pedestrian Easement Area was created by an Easement Deed for Public Access recorded at RCRD at Book 6179, Page 427, dated October 15, 2020), and as described on the Easement Plan recorded herewith.

The Easement granted herein shall be subject to the following terms and conditions:

- 1. <u>Terms of Public Use:</u> The Public Use permitted by the Easement shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest ranking administrative officer of the City, subject to the terms and conditions of this easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement area but failure to do so shall not be a breach of this easement.
- **Rights to Private Property:** This easement does not convey any right to the public to access or utilize the private property of the Grantor outside the easement areas. Grantor's use of the Easement shall be subject to and regulated through the City of Portsmouth's rules and ordinances governing public sidewalks.
- 3. <u>Maintenance:</u> Maintenance of the easement areas shall be the sole responsibility of the Grantor, its successors or assigns. The City shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantor, its successors or assigns.
- **4.** Encroachments: The Easement is subject to all existing encroachments of utilities and improvements on, over and under the Easement.
- 5. <u>Covenants Run with the Land:</u> The Easement granted herein shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Grantor, its successors and assigns. The Easement shall be recorded in the Rockingham County Registry of Deeds.
- **6.** <u>City Ordinance Application:</u> Any use, public or private, of the Easement shall be subject to and comply with the City Ordinances of the City of Portsmouth.

7. <u>Notices:</u> Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

30 Maplewood Condominium Association 30 Maplewood Avenue Portsmouth, NH 03801

(or as listed and at the address shown on the City's current Tax Records)

To City:

City Manager (or the highest ranking administrative officer) City of Portsmouth, New Hampshire 1 Junkins Avenue Portsmouth, NH 03801

- **8.** <u>Amendment:</u> Grantor and Grantee may mutually agree to amend or modify this Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by both parties, and is consistent with the purpose and intent of the Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.
- **Costs and Liabilities:** Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless and release the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threaten against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.
- **10.** <u>Applicable Law:</u> The Easement shall be construed and interpreted according to the substantive law of the State of New Hampshire.
- 11. <u>Pedestrian Access Easement to Bind Successors:</u> The provisions of this Easement shall be binding upon and insure to the benefit of Grantor and its successors and assigns. The Easement shall be appurtenant to, and for the benefit of, Grantee and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion of the Property conveyed to the Grantor by Deed of Martin Stein, Trustee of the 30 Maplewood Avenue Trust, dated March 29, 2010, and recorded at the Rockingham County Registry of Deeds at Book 5099, Page 2424.

This is an exempt transfer pursuant to RSA 78-B:2(I).

IN WITNESS WHEREOF, Grantor and City have executed this Pedestrian Access Easement as set forth, below.

Grantor:
30 Maplewood Condominium Association
By:Charles Dye, President
Charles Dye, President
Grantee:
City of Portsmouth, New Hampshire
D
By: Karen S. Conard, City Manager
Per vote of the City Council on 2021.

ACKNOWLEDGEMENTS

STATE OF NEW HAMPSHIRE
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
On this day of, 20, before me, the undersigned notary public, personally appeared Charles Dye in his capacity as President of 30 Maplewood Condominium Association, an unincorporated voluntary association, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
Notary Public: My Commission Expires:
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
On this day of, 2021, before me, the undersigned notary public, personally appeared Karen S. Conard, City Manager of the City of Portsmouth New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as stated therein and voluntarily for its stated purpose.
Notary Public: My Commission Expires:



P.O. Box 4430 Manchester, NH 03108



March 1, 2021

Ms. Karen Conard
City of Portsmouth – City Manager
1 Junkins Avenue
Portsmouth, NH 02801

Re:

111 (145) Maplewood Avenue

Portsmouth, NH

License ENCM-20-53 Extension Request

Dear Ms. Conard,

I am writing to respectfully request a license extension beyond the March 15, 2021 to April 30th, 2021 for our construction project located at 145 Maplewood Avenue. It is my understanding that this needs to be brought forth by March 2, 2021 for consideration at the March 9, 2021 City Council meeting.

Since being granted the previous extension thru March 15, 2021, we have been stricken with several circumstances beyond our control that have affected the completion timeline of our work as follows:

- Two (2) separate Covid exposures affecting the crews working on the exterior by requiring quarantine.
- The remanufacture of metal panel with extended manufacturer lead time for raw materials.
- Delay in the fabrication and delivery of granite.
- Weather impact to the sidewalk brick pavers and hardscapes.

We are currently assessing those areas under the current license that are nearing completion and will to turn back over to the city as much as possible based on the current March 15th deadline.

In addition, we will continue to provide the two (2) traffic flaggers daily and pull back the protection and construction fencing from the edge of the travel lane to the top of sidewalk curbing each day, allowing for on street parking to continue within the licensed area at the end of each workday and on weekends.

Thank you in advance for the favorable consideration to our extension request,

Scott A. Martinelli

Senior Project Manager

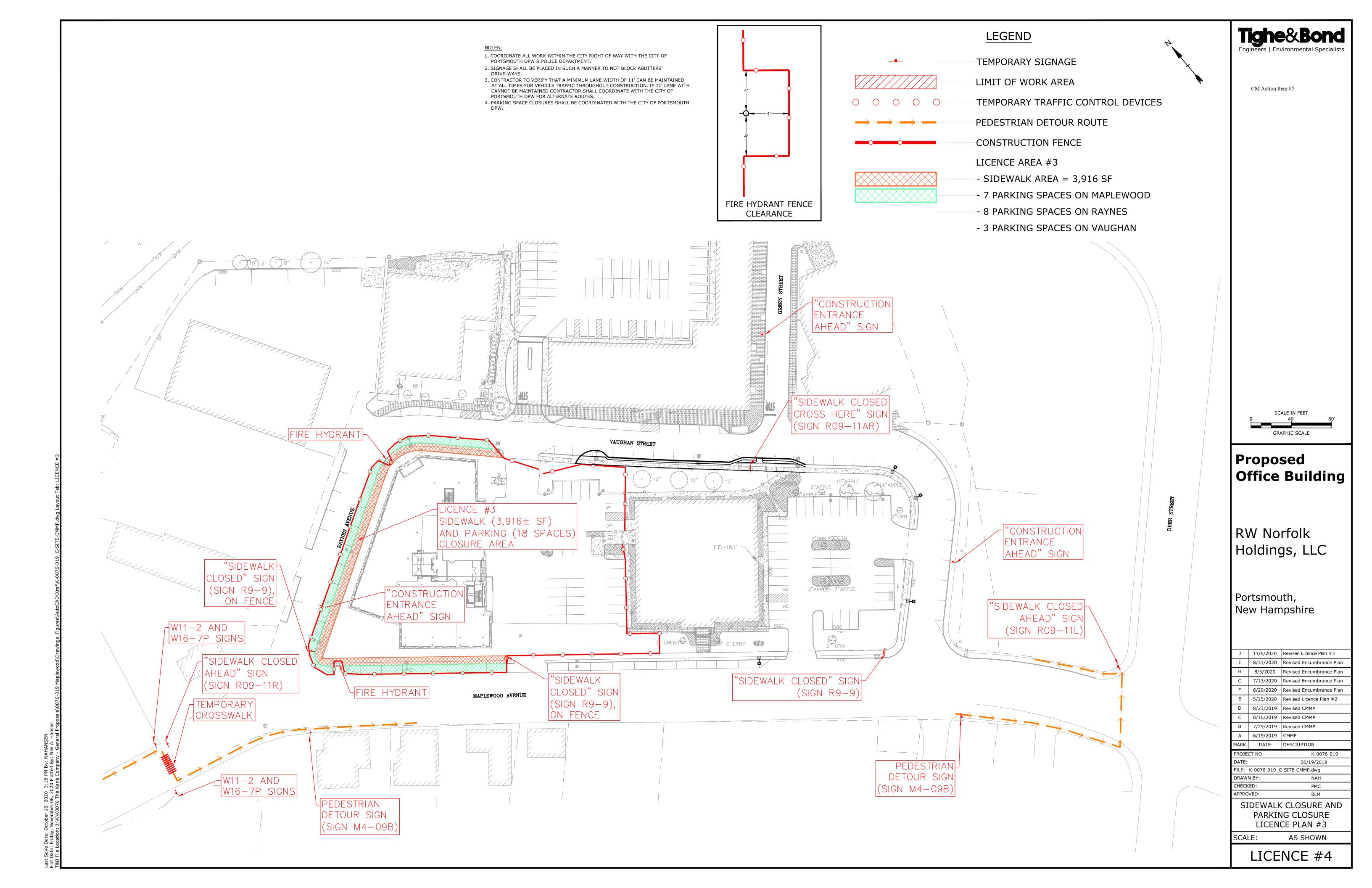
Cc:

Juliet T.H. Walker

wat Mitielo

Eric Nelson Lance Bennett Wally Ryan

File



LICENSE AGREEMENT 111 MAPLEWOOD AVE., LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to 111 Maplewood Ave., LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 210 Commerce Way, Suite 300, Portsmouth, NH 03801pursuant to the following terms and conditions:

1. Areas of License and Use: The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 145 Maplewood Avenue (formerly known as 111 Maplewood Avenue), shown on the City of Portsmouth's Assessor's Map as Tax Map 124, Lot 008 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 6026 Page 2219.

The City authorizes Licensee to temporarily use eighteen (18) parking spaces which abut the Subject Property -- seven (7) parking spaces are located on Maplewood Avenue, eight (8) parking spaces are located on Raynes Avenue and three (3) parking spaces are located on Vaughan Street. In addition, the City authorizes Licensee to temporarily use 3,916 square feet of sidewalk area located on Maplewood Avenue, Vaughan Street, and Raynes Avenue abutting the subject property. These areas are the License Area as depicted and described in the attached Plan as Exhibit A.

- 2. <u>Use:</u> Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a 4 story office building.
- 3. <u>Term:</u> The license for the License Area on Maplewood Avenue shall be for days beginning March 16, 2021 and ending on April 30, 2021.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the Director of Public Works for a determination that the License Area has been temporarily returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

- 4. <u>Notice:</u> Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
- 5. <u>License Fees:</u> The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City

Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space as determined by the fee schedule of \$35 per parking space per day and \$0.05 per square foot of sidewalk area per day.

The total fee for the sidewalk portion of the License Area is \$9,006.80 (3,916 X \$0.05 X 46) and the total fee for the parking portion of the License Area is \$28,980 (18 X \$35 X 46) for a total combined fee of **\$37,986.80**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

- 6. <u>Indemnification:</u> Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
- 7. <u>Insurance:</u> At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City shall be named as an additional insured.
- 8. Maintenance of Area: During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
- 9. <u>Damage:</u> Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
- 10. Compliance with Other Laws: This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.
- 11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.
- 12. <u>Contractor and Subcontractor Parking:</u> Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street

parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this	day of	, 2021
		City of Portsmouth
		By: Karen Conard City Manager
		Pursuant to vote of the City Council of
Dated this	day of	, 2021.
		111 Maplewood Ave., LLC
		Rv·

Return To: Legal Department City Hall 1 Junkins Ave. Portsmouth, NH 03801

PERMANENT DRAINAGE AND MAINTENANCE EASEMENT AND TEMPORARY CONSTRUCTION EASEMNT DEED

SERVICE FEDERAL CREDIT UNION, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road 03801, Portsmouth, Rockingham County, New Hampshire (hereinafter referred to as "Grantor"), for consideration paid, grants to the CITY OF PORTSMOUTH, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"), with QUITCLAIM COVENANTS, the following easements with respect to Grantors' real property situated at the corner of the south side of Lafayette Road and the west side of Lang Road, public streets in the City of Portsmouth, State of New Hampshire:

1. Permanent Easement for drainage and maintenance: A drainage and maintenance easement located near, but not directly adjacent to, the westerly side of Lang Road in Portsmouth, Rockingham County, New Hampshire, shown on a plan entitled "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded with Rockingham County Registry of Deeds as Plan No:

, and being more particularly described as follows:

Beginning at a point on the proposed right of way shown on the hereinafter referenced plan, said point being the northwesterly corner of the herein described easement area and is located S 33° 55′ 11" E a distance of 363.75' from the southeasterly corner of Longmeadow Road as it now exists;

Thence S 33° 07' 59" E a distance of 51.80';
Thence S 33° 07' 59" E a distance of 42.91';
Thence N 62° 16' 25" E a distance of 339.70' to the beginning of a curve;
Thence along said curve turning to the right with a radius of 377.96', an arc length of 199.09', a chord bearing of N 77° 21' 43" E and a chord length of 196.79' to a point on the proposed right of way within the plan;
Thence S 06° 03' 30" W a distance of 1.25' to the beginning of a curve;
Thence along said curve turning to the right with a radius of 15.00', an arc length of 22.02', a chord bearing of S 48° 06' 48" W and a chord length of 20.10' to the beginning of a reverse curve;

Thence along said reverse curve turning to the left with a radius of 363.00', an arc length of 176.73', a chord bearing of S 76° 13' 15" W and a chord length of 174.99';

Thence S 62° 16' 25" W a distance of 371.56' to the beginning of a curve, Thence along said curve turning to the right with a radius of 20.00', an arc length of 29.25', a chord bearing of N 75° 49' 23" W and a chord length of 26.72'; Thence N 33° 55' 11" W a distance of 37.20' to the point of beginning.

Said parcel containing 10,805 square feet and shown as "Proposed Drainage Easement A" on the above-mentioned plan.

- 2. Temporary Easement Area for Construction Purposes: The Grantee shall have a temporary construction easement extending approximately twenty-five (25) feet to the south of the Permanent Easement Area. The Temporary Construction Easement area is depicted on the plan as "15' Proposed Temporary Grading Easement for Construction". The Temporary Construction Easement shall expire upon completion of the adjacent right of way.
- 3. Purpose and Rights: Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over Permanent Easement Area for the purpose of installing and maintaining drainage infrastructure including pipes, culverts, or other structures as well as for installing and maintaining swales and slopes. This easement shall allow for flowage of water to outfall and over existing wetlands, as well as for snow storage for municipal purposes within the easement area. The Grantee shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights granted. The Grantee shall have exclusive responsibility for maintaining and managing the drainage infrastructure, however, this municipal responsibility shall not impair Grantors' retained rights to enter the easement area and to conduct typical lawn or landscaping maintenance not inconsistent with the purposes of this easement.
- 4. Grantors' Retained Rights: Grantors retain the right to freely use and enjoy its interest in Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantors shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Areas, substantially change the grade or slope, install any pipes, or pave or asphalt the Permanent Easement Area without prior written consent of the Grantee.
- 5. <u>Personal Property</u>: Any facilities installed by the Grantee within Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the Grantee.
- 6. <u>Easement to Run with Land</u>: All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devises, administrators, executor, successors and assignees of the Grantee and of the Grantors, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey a portion of the premises conveyed to the Grantor herein by Warranty Deed from Ralph's Truck Sales, Inc., Siegel Limited Partnership, and Ocean Limited Partnership, dated July 03, 2008 and recorded in the Rockingham County Registry of Deeds in Book 4932, Page 2469.

This transfer is exempt under RSA 78-B:2(1) and that this is NOT a Homestead Property.

This transfer is exempt under Roze 70-D.2(1)	and that this is 1401 a Homestead Hoperty.
In WITNESS WHEREOF, the undersigned 2021.	I has hereunto set his hand on this _i&_ day of
GRANTOR STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM	Service Federal Credit Union By: Its Duly Authorized: SVP, CFO
acknowledged that as SVP, Acounting France so, executed the foregoing instrument for the hereunto set my hand and official seal. KIM M SMITH Notary Public	service Federal Credit Union, being authorized to do the purposes therein contained. In witness whereof I Justice of the Peace Notary Public My commission expires: December 2, 2025 City of Portsmouth
Witness	By: Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on:
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
Manager of the City of Portsmouth, whose i	fore me personally appeared Karen S. Conard, City name is subscribed on the foregoing instrument and purposes therein contained of her own voluntary act
	Notary Public/Justice of the Peace Printed Name: My Commission Expires:
	My Commission Expires.

DRAINAGE EASEMENT B

Return To: Legal Department City Hall I Junkins Ave. Portsmouth, NH 03801

DRAINAGE AND MAINTENANCE EASEMENT DEED

SERVICE FEDERAL CREDIT UNION, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road 03801, Portsmouth, Rockingham County, New Hampshire (hereinafter referred to as "Grantor"), for consideration paid, grants to the CITY OF PORTSMOUTH, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"), with QUITCLAIM COVENANTS, the following easement with respect to Grantors' real property situated at the corner of the south side of Lafayette Road and the west side of Lang Road, public streets in the City of Portsmouth, State of New Hampshire:

<u>Permanent Easement for slope and drainage:</u> A slope and drainage easement over a certain parcel of land situated near the southerly end of Longmeadow Road in the City of Portsmouth, County of Rockingham, and State of New Hampshire, more particularly bound and described as follows;

Beginning at a point on the proposed right of way shown on the hereinafter referenced plan, said point being the easterly corner of Proposed Lot 1-2 as shown on said plan;

```
Thence running along said proposed right of way, N 57° 50′ 04″ E a distance of 6.93′; Thence N 57° 43′ 18″ E a distance of 8.81′; Thence S 33° 50′ 11″ E a distance of 26.74′; Thence S 00° 42′ 22″ E a distance of 70.73′; Thence S 56° 56′ 02″ W a distance of 153.77′: Thence N 33° 03′ 58″ W a distance of 90.18′; Thence N 58° 49′ 05″ E a distance of 41.48′; Thence N 57° 50′ 04″ E a distance of 134.08′ to the point of beginning.
```

Said parcel containing 15,736 square feet and is shown as "Proposed Drainage Easement B" on a certain plan entitled "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded at the Rockingham County Registry of Deeds at ______.

<u>Purpose and Rights</u>: Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over Permanent Easement Area for the purpose of installing and maintaining drainage infrastructure including the existing retention pond, pipes, culverts, or other structures as well as for installing and maintaining swales and slopes. This easement shall allow for flowage of

water to outfall and over the existing easement to benefit the State of New Hampshire, recorded at the Rockingham County Registry of Deeds at Book 2592 Page 213, dated May 24, 1986. This area may also be used and maintained for snow storage for municipal purposes. The Grantee shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take any such other actions as may be necessary, useful or convenient for the enjoyment and functionality of the easement rights granted. The Grantee shall have exclusive responsibility for maintaining and managing the drainage infrastructure however, this municipal responsibility shall not impair Grantors' retained rights to enter the easement area and to conduct typical lawn or landscaping maintenance not inconsistent with the purposes of this easement.

- 1. Grantors' Retained Rights: Grantors retain the right to freely use and enjoy its interest in Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantors shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Areas, substantially change the grade or slope, install any pipes, or pave or asphalt the Permanent Easement Area without prior written consent of the Grantee.
- 2. <u>Personal Property</u>; Any facilities installed by the Grantee within Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the Grantee.
- 3. <u>Easement to Run with Land</u>; All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devises, administrators, executor, successors and assignees of the Grantee and of the Grantors, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey a portion of the premises conveyed to the Grantor herein by Warranty Deed from Ralph's Truck Sales, Inc., Siegel Limited Partnership, and Ocean Limited Partnership, dated July 03, 2008 and recorded in the Rockingham County Registry of Deeds in Book 4932, Page 2469.

This transfer is exempt under RSA 78-B:2(1) and that this is NOT a Homestead Property.

(Signature page to follow)

In WITNESS WHEREOF, the undersigned February 2021.	d has hereunto set his hand on this 12 day of
GRANTOR	Service Federal Treda Union By:
STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM	Its Duly Authorized: SVP, CFO
acknowledged that as Syp Accountry France of	service Federal Credit Union, being authorized to do ne purposes therein contained. In witness whereof I Justice of the Peace (Notary Public) My commission expires: December 2, 2025
GRANTEE:	City of Portsmouth
Witness	By: Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on:
Witness STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	Karen S. Conard, City Manager As approved by vote of the Portsmouth
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS. On this day of 2021 be Manager of the City of Portsmouth, whose it	Karen S. Conard, City Manager As approved by vote of the Portsmouth
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS. On this day of 2021 be: Manager of the City of Portsmouth, whose who executed the within instrument for the	Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on: fore me personally appeared Karen S. Conard, City name is subscribed on the foregoing instrument and

DRAINAGE EASEMENT C

Return To: Legal Department City Hall 1 Junkins Ave. Portsmouth, NH 03801

PERMANENT DRAINAGE AND MAINTENANCE EASEMENT AND TEMPORARY CONSTRUCTION EASEMNT DEED

SERVICE FEDERAL CREDIT UNION, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road 03801, Portsmouth, Rockingham County, New Hampshire (hereinafter referred to as "Grantor"), for consideration paid, grants to the CITY OF PORTSMOUTH, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"), with QUITCLAIM COVENANTS, the following easement with respect to Grantors' real property situated on the west side of Lang Road, a public street in the City of Portsmouth, State of New Hampshire:

1. Permanent Easement for slope and drainage: A slope and drainage easement over a certain parcel of land situated near, but not directly adjacent to, the westerly side of Lang Road in the City of Portsmouth, County of Rockingham and State of New Hampshire, more particularly bound and described as follows;

Beginning at a point on the proposed right of way shown on the hereinafter referenced plan, said point being the westerly-most corner of the herein described easement and is located N 57° 43' 18" W a distance of 38.82' from a drill hole set at the end of a stone wall;

Thence running along said proposed right of way the following three courses; N 57° 43′ 18″ W a distance of 14.28′;

Thence N 62° 14′ 10″ W a distance of 381.99′ to the beginning of a curve; Thence along said curve turning to the right with a radius of 303.00′, an arc length of 200.78′, a chord bearing of N 81° 13′ 08″ E and a chord length of 197.12′;

Thence S 09° 24' 20" W for a distance of 15.00' to the beginning of a curve; Thence along said curve turning to the left with a radius of 288.00', an arc length of 191.04', a chord bearing of S 81° 14' 22" W and a chord length of 187.56';

Thence S 62° 14' 10" W a distance of 381.40';

Thence S 57° 43' 18" W a distance of 13.28';

Thence N 33° 50' 11" W a distance of 15.11' to the point of beginning.

Said parcel containing 8,871 square feet and is shown as "15' Proposed Drainage Easement" on a certain plan entitled "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded at the Rockingham County Registry of Deeds at ______

- 2. <u>Temporary Easement Area for Construction Purposes</u>: The Grantee shall have a temporary construction easement extending approximately twenty-five (25) feet to the south of the Permanent Easement Area. The Temporary Construction Easement area is depicted on the plan as "25' Proposed Temporary Grading Easement for Construction". The Temporary Construction Easement shall expire upon completion of the adjacent right of way.
- 3. Purpose and Rights: Grantee shall have a permanent and non-exclusive easement and right of way in, under, across and over Permanent Easement Area for the purpose of installing and maintaining drainage infrastructure including pipes, culverts, or other structures as well as for installing and maintaining swales and slopes. This easement shall allow for flowage of water to outfall and over existing wetlands, as well as for snow storage for municipal purposes within the easement area. The Grantee shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights granted. The Grantee shall have exclusive responsibility for maintaining and managing the drainage infrastructure, however, this municipal responsibility shall not impair Grantors' retained rights to enter the easement area and to conduct typical lawn or landscaping maintenance not inconsistent with the purposes of this easement.
- 4. Grantors' Retained Rights: Grantors retain the right to freely use and enjoy its interest in Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantors shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Areas, substantially change the grade or slope, install any pipes, or pave or asphalt the Permanent Easement Area without prior written consent of the Grantee.
- 5. <u>Personal Property</u>: Any facilities installed by the Grantee within Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the Grantee.
- 6. 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, devises, administrators, executor, successors and assignees of the Grantee and of the Grantors, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey a portion of the premises conveyed to the Grantor herein by Warranty Deed from Lang & Longmeadow Dev. LLC., dated March 29, 2013 and recorded in the Rockingham County Registry of Deeds in Book 5423, Page 1976.

	d has hereunto set his hand on this day of
GRANTOR:	_
STATE OF NEW HAMPSHIRE	Service Federal Credit Union By: Its Duly Authorized: SVP, CFO
COUNTY OF ROCKINGHAM	
acknowledged that as SYP, Acounting Kingry of	Justice of the Peace (Notary Public) My commission expires: Delimber 2, 2025 City of Portsmouth
74.7°.	By:
Witness	Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on:
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
Manager of the City of Portsmouth, whose	efore me personally appeared Karen S. Conard, City name is subscribed on the foregoing instrument and purposes therein contained of her own voluntary act
	Notary Public/Justice of the Peace
	Printed Name:
	My Commission Expires:

WARRANTY DEED FROM LOT 1

Return To: Legal Department City Hall 1 Junkins Ave. Portsmouth, NH 03801

WARRANTY DEED

SERVICE FEDERAL CREDIT UNION, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road 03801, Portsmouth, Rockingham County, New Hampshire (hereinafter referred to as "Grantor"), for consideration paid, grants to the CITY OF PORTSMOUTH, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"),

WITH WARRANTY COVENANTS, the following tract or parcel of land:

A certain parcel of land situated on the westerly side of Lang Road in the City of Portsmouth, County of Rockingham and State of New Hampshire, more particularly bound and described as follows;

Beginning at a 5/8" rebar on the westerly side of said Lang Road;

Thence running S 62° 14' 10" W a distance of 274.92' along the line shown as "Lot Line to be Abandoned" on the hereinafter referenced plan;

Thence S 62° 14' 10" W a distance of 381.99'

Thence S 57° 43' 18" W a distance of 53.10'

Thence S 57° 50' 04" W a distance of 6.93'

Thence N 33° 55' 11" W a distance of 294.83' to a 5/8" rebar;

Thence N 33° 55' 11" W a distance of 177.84' to a 5/8" rebar at the southerly end of Longmeadow Road as it now exists;

Thence along said Longmeadow Road N 56° 04' 49" E a distance of 60.00';

Thence S 33° 55' 11" E a distance of 400.95' to the beginning of a curve;

Thence along said curve turning to the left with a radius of 20.00', an arc length of 29.25', a chord bearing of S 75° 49' 23" E and a chord length of 26.72';

Thence N 62° 16' 25" E a distance of 371.56' to the beginning of a curve,

Thence along said curve turning to the right with a radius of 363.00', an arc length of 176.73', a chord bearing of N 76° 13' 15" E and a chord length of 174.99' to the beginning of a reverse curve;

Thence along said curve turning to the left with a radius of 15.00', an arc length of 22.02', a chord bearing of N 48° 06' 48" E and a chord length of 20.10';

Thence N 06° 03' 30" E a distance of 72.39' to the beginning of a curve;

Thence along said curve turning to the left with a radius of 188.00', an arc length of 90.47', a chord bearing of N 07° 29' 03" W and a chord length of 89.60' to said Lang Road; Thence along said Lang Road the following two courses; S 31° 28' 20" E a distance of 48.92'; Thence S 32° 36' 05" E a distance of 113.31' to the point of beginning.

Said parcel containing 63,276 square feet or 1.45 acres and is shown as "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded with Rockingham County Registry of Deeds as Plan No:

The Grantor herein reserves a non-exclusive easement over this property to and from Longmeadow Road to the area described as the "Lot 2" as shown on the above referenced Plan, for access and egress by foot, vehicles, and equipment of various loads, and for any and all uses as may be used for a public street including, without limitation, water lines, sewer lines, utility lines, and for all other matters for which the Grantor may use as a public street, and shall be for all purposes associated with the use of the Remaining Land as if the Access Easement Area were a public street. This access easement over the Access Easement Area shall expire automatically upon the Access Easement Area being legally accepted and declared as a public street by the City of Portsmouth, and written acknowledgement of same by the City of Portsmouth.

MEANING AND INTENDING to convey a portion of the premises conveyed to the Grantor herein by Warranty Deed from Ralph's Truck Sales, Inc., Siegel Limited Partnership, and Ocean Limited Partnership, dated July 03, 2008 and recorded in the Rockingham County Registry of Deeds in Book 4932, Page 2469.

This transfer is exempt under RSA 78-B:2(1) and that this is NOT a Homestead Property.

(Signature page to follow)

In WITNESS WHEREOF, the und Rebruary 2021.	dersigned has hereunto set his hand on this day of
Lisa Peterson Witness	By: M. W. M. SVP, CFO
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
foregoing instrument and who exect of his/her own voluntary act and dee	Kun Sm Su -
Notary Public State of New Hamps My Commission Expires Dec.	My Commission Expires: December 2,2029
2021.	dersigned has hereunto set his hand on this day of
GRANTEE:	City of Portsmouth
Witness	By: Karen S. Conard, City Manager As approved by vote of the Portsmouth
	City Council on:
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	City Council on:
ROCKINGHAM COUNTY, SS. On this day of Manager of the City of Portsmouth	City Council on: 2021 before me personally appeared Karen S. Conard, City, whose name is subscribed on the foregoing instrument and for the purposes therein contained of her own voluntary act

WARRANTY DEED FROM LOT 1-1

After recording return to: City of Portsmouth Planning Department 1 Junkins Ave Portsmouth, NH 03801

WARRANTY DEED

Service Federal Credit Union, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road 03801, Portsmouth, Rockingham County, New Hampshire (hereinafter referred to as "Grantor"), for consideration paid, grants to the City of Portsmouth, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"),

WITH WARRANTY COVENANTS, the following tract or parcel of land:

Beginning at a 5/8 inch rebar situated on the westerly side of so-called Lang Road, and at the northeasterly corner of a certain lot of land known as "Portion of Right of Way Conveyed From Lot 1-1" on a certain plan entitled "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded with Rockingham County Registry of Deeds as Plan No:______, on the following courses and distances:

Thence running along said Lang Road the following two courses; S 32° 35′ 53″ E a distance of 87.54′:

Thence S 33° 40' 09" E a distance of 185.58' to the beginning of a curve, Thence along said curve turning to the left with a radius of 303.00', an arc length of 444.72', a

chord bearing of N 75° 43' 00" W and a chord length of 405.87';

Thence, N 62° 14′ 10″ E a distance of 274.92' along the line shown as "Lot Line to be Abandoned" on the hereinafter referenced plan, to the point of beginning.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by Warranty Deed from Lang & Longmeadow Dev. LLC., dated March 29, 2013 and recorded in the Rockingham County Registry of Deeds in Book 5423, Page 1976.

This transfer is exempt under RSA 78-B:2(1) and that this is NOT a Homestead Property.

(Signature page to follow)

GRANTOR:	
In WITNESS WHEREOF, the use 1000 per 10	andersigned has hereunto set his hand on this day of
disa Peterson Witness	Service Federal Credit Union By: SVP, CFO
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
SIP, Accounting Finance SERVICE FED	DERAL CREDIT UNION, whose name is subscribed on the ecuted the within instrument for the purposes therein contained leed, and in his/her said capacity.
KIM M SMI Notary Publi State of New Han My Commission Expires D	Notary Public Justice of the Peace
In WITNESS WHEREOF, the u2021.	ndersigned has hereunto set his hand on this day of
GRANTEE:	City of Portsmouth
Witness	By: By: Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on:
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
Manager of the City of Portsmou	2021 before me personally appeared Karen S. Conard, City th, whose name is subscribed on the foregoing instrument and ent for the purposes therein contained of her own voluntary act
	Notary Public/Justice of the Peace Printed Name: My Commission Expires:

SIGHT DISTANCE EASEMENT

Return to: City of Portsmouth, Legal Department 1 Junkins Avenue Portsmouth, NH 03801

SIGHT DISTANCE EASEMENT DEED

SERVICE FEDERAL CREDIT UNION, an organization existing under the laws of the State of New Hampshire with an address of 3003 Lafayette Road, Portsmouth, NH 03801, "hereinafter referred to as "Grantor,") for consideration paid, grants to the CITY OF PORTSMOUTH, a municipal corporation, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, (hereinafter referred to as "Grantee") with QUITCLAIM COVENANTS, the following easement on property known as 3003 Lafayette Road, Lot 1 which is sited Southeast of Lafayette Road at the intersection with Lang Road, Portsmouth NH, appearing at Existing Tax Map 291 Lot 1:

Permanent Easement: Taking the permanent right and easement over, under, through and on property of Grantor to maintain sightlines, slopes and embankments beyond the roadway at such an angle as will hold the roadway and the material in the slopes in repose against ordinary erosion over a portion of Grantor's property situated on the westerly side of Lang Road in Portsmouth, New Hampshire. The easement area being a certain parcel of land near, but not directly adjacent to, the westerly side of Lang Road in the City of Portsmouth, County of Rockingham and State of New Hampshire, more particularly bound and described as follows;

Beginning at a point on the proposed right of way shown on the hereinafter referenced plan, said point being N 38° 54' 50" W a distance of 55.39' from the intersection of said Lang Road and the proposed right of way;

Thence running S 45° 50' 29" W a distance of 15.00' to the beginning of a curve; Thence along said curve turning to the left with a radius of 288.00', an arc length of 178.94', a chord bearing of N 61° 57' 28" W and a chord length of 176.07';

Thence N 09° 24' 20" E for a distance of 15.00' to the beginning of a curve at said proposed right of way;

Thence along said curve turning to the right with a radius of 303.00', an arc length of 188.48', a chord bearing of S 61° 58' 42" E and a chord length of 185.45' to the point of beginning.

Said parcel containing 2,756 square feet and is shown as "15' Proposed Sight Distance Easement" on a certain plan entitled "Subdivision Plan of Service Federal Credit Union for the City of Portsmouth, Portsmouth, New Hampshire by Doucet Survey, LLC", recorded at the Rockingham County Registry of Deeds at ______

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the Grantor herein by Warranty Deed from Ralph's Truck Sales, Inc., Siegel Limited Partnership, and Ocean Limited Partnership, dated July 03, 2008 and recorded in the Rockingham County Registry of Deeds in Book 4932, Page 2469.

<u>Maintenance Responsibilities</u>. Grantee shall have the exclusive responsibility to maintain the roadway and the easement area; Grantor has no duty to install or maintain such improvements.

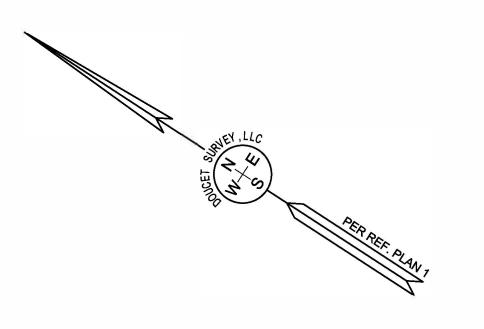
Grantee's Responsibility to Restore. Disturbed areas within the easement areas that are not utilized for the intended purposes described above shall be back-filled and restored. Usual and typical landscaping materials that do not reasonably interfere with the easement uses and that are removed by the Grantee during the course of exercising its rights under this instrument shall be restored at the Grantee's expense. Paving and curbing and similar materials shall also be restored at the Grantee's expense when those paving and curbing materials that are installed with the approval of the Grantee.

Grantor's Retained Rights. Grantor retains the right to freely use and enjoy its interest in that portion of the easement area that is not improved as a public road. Grantor may maintain grass and other vegetation that does not impair the sightline for the intersection (plants shall be less than 30" in height). Grantee reserves the right to trim vegetation that exceeds the height limit. Grantor shall not erect any building, shed, deck or other structure within the permanent easement area, or substantially change the grade or slope, or install any pipes within the permanent easement area.

This is an exempt transfer per RSA 78-B:2(I).

(Signature page to follow)

	d has hereunto set his hand on this 12 day of 10ry 2021.
GRANTOR	
S B	s Duly Authorized: SVP CFO
acknowledged that as SVP, Accounting France So, executed the foregoing instrument for the hereustoset muchand and official seal. KIM M SMITH Notary Public State of New Hamsehire	personally appeared Michael Ovorak, and Service Federal Credit Union, being authorized to do e purposes therein contained. In witness whereof I stice of the Peace (Notary Public) My commission expires: Delimber 2, 2025
GRANTEE:	City of Portsmouth
	By:
Witness	Karen S. Conard, City Manager As approved by vote of the Portsmouth City Council on:
STATE OF NEW HAMPSHIRE ROCKINGHAM COUNTY, SS.	
Manager of the City of Portsmouth, whose name	fore me personally appeared Karen S. Conard, City me is subscribed on the foregoing instrument and who sees therein contained of her own voluntary act and
	Notary Public/Justice of the Peace Printed Name: My Commission Expires:



ADDITIONAL ABUTTERS.

TAX MAP 291 LOT 5
MJD REAL ESTATE HOLDINGS LLC 200 HOLLEDER PKWY ROCHESTER, NH 14615 R.C.R.D. BK. 4974 PG. 2606

TAX MAP 291 LOT 6 KATHERINE L. NADEAU FAMILY TRUST 2015 KATHERINE NADEAU TRUSTEE 11 STRATHAM LANE GREENLAND, NH 03840 R.C.R.D. BK. 5647 PG. 2275

TAX MAP 292 LOT 13 MCK REALTY TRUST KIM M B & CJ TRUSTEES 70 SOUTH ROAD NORTH HAMPTON, NH 03862 R.C.R.D. BK. 5289 PG. 1606

TAX MAP 292 LOT 152 BURSAWS PANTRY LLC 3020 LAFAYETTE RD. PORTSMOUTH, NH 03801 R.C.R.D. BK. 3989 PG. 2949

	LINE TABLE	E	LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S31"28'20"E	48.92'	L10	N08°01'49"E	56.79'
L2	S32°36'05"E	113.31'	L11	N06°03'30°E	72.39'
L3	S32°35'53"E	87.54'	L13	S57*43'18"W	53.10°
L4	S33°40'09"E	185.58°	L14	N2803'40"W	14.90'
L7	N29°56'57"W	43.01'	L15	N61°28'40"E	76.18'
L8	N56°04'49"E	60.00'	L16	S57°50'04"W	6.93'
L9	N24"22'34"W	67.89'	L17	S58°49'05"W	120.88'

	CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	29.25'	20.00'	083°48'25"	S75°49'23"E	26.72'
C2	176.73'	<i>363.00</i> ′	027*53'42"	N7673'15"E	174.99'
СЗ	22.02'	15.00'	084°06'37"	N48'06'48"E	20.10'
C4	90.47'	188.00'	027'34'14"	N07"29'03"W	89.60'
C5	444.72'	303.00	084°05'41"	N75'43'00"W	405.87'

6. HORIZONTAL DATUM BASED ON PLAN REFERENCE 1

7. VERTICAL DATUM IS BASED ON NGVD 29 (SURVEY DISK "GPS ROBE, 379-0870").

3/4" SMOOTH ROD FLUSH [

TAX MAP 286 LOT 23

LIMITED PARTNERSHIPS

LYNNFIELD. MA 01940

R.C.R.D. BK. 3381 PG. 576

SERVICE CREDIT

UNION BUILDING

SLOPE EASEMENT TO NHDOT

PER 2908-014, SHOWN ON

REF. PLAN 4 (1,002 SQ. FT.)

-6" X 6" CONC. BND. FND.

W/ D.H. DOWN 2" NHHB

6" X 6" CONC. BND. FND.

W/ D.H. DOWN 2" NHHB

TAX MAP 291 LOT 6

4" X 4" CONC. BND. FND.

W/ D.H. UP 2"

-6" X 6" CONC. BND. FND.

TAX MAP 291 LOT 5

N33°55'11"W-

5/8" REBAR FLUSH—

W/CAP

TAX MAP 291 LOT 4

40 LONGMEADOW ROAD

PORTSMOUTH, NH 03801 R.C.R.D. BK. 3435 PG. 1686

ZONE-G1

ZONE-GA/MH

FORTY LONG MEADOW/PORTSMOUTH L

LONGMEADOW ROAD (PAVED-PUBLIC)

W/ D.H. DOWN 8" NHHB

GIBBS OIL COMPANY

6 KIMBALL LANE

TAX MAP 286 LOT 22A

R.C.R.D. BK. 4923 PG. 639

S31°28'20"E 837.85

EXISTING TAX MAP 291 LOT 1

764,683 Sq. Ft.

17.55 Acres

PROPOSED TAX MAP 291 LOT 1

627,259 Sq. Ft.

14.40 Acres

CITY OF PORTSMOUTH

1 JUNKINS AVE.

3/4" REBAR UP 4"

PORTSMOUTH AVE.

TAX MAP 286 LOT 24

CAMBRIDGE, MA 02138

LANG ROAD (PAVED-PUBLIC)

60' ACCESS & UTILITY EASEMENT

BENEFITING LOT 1-1 (SEE R.C.R.D.

TO BE ABANDONED IN FAVOR OF

N33'55'11"W 177.84'

5/8" REBAR FLUSH-

W/CAP MILLETTE

4322-2027 & REF. PLAN 3)

THE CITY RIGHT OF WAY)

S33°55'11" 400.95

N33°55'11"W

N32'58'10"W_

DESFOSSES AVENUE

TAX MAP 291 LOT 7

72 SOUTH BROADWAY

R.C.R.D. BK. 5931 PG. 311

SALEM, NH 03079

SALEM MANUFACTURED HOMES LLC

PROPOSED

74,148 Sq. Ft.

1.70 Acres

TAX MAP 291 LOT 1-2

R.C.R.D. BK. 5934 PG. 837

ARBOR VIEW & THE PINES LLC

C/O FOREST PROPERTIES MGMT INC.

625 MOUNT AUBURN ST. SUITE 210

50' RESERVATION FOR FUTURE

DEVELOPMENT AS PRIVATE

4322-2036 & REF. PLAN 3)

DRIVEWAY (SEE R.C.R.D.

(TO BE ABANDONED)

5/8" REBAR DOWN 1"

5/8" REBAR FLUSH-

W/CAP LLS 535

D.H.S.

N34'45'02"W

∟*D.H.S*.

20' WIDE EASEMENT TO PSNH & FAIRPOINT

TAX MAP 292 LOT 15 BRIAN K. PUTNAM

PORTSMOUTH, NH 03801 R.C.R.D. BK. 4510 PG. 526

TAX MAP 292 LOT 14 TDSG REAL ESTATE LLC 2992 D LAFAYETTE RD. PORTSMOUTH, NH 03801 R.C.R.D. BK. 5267 PG. 367

TAX MAP 292 LOT 12

CITY OF PORTSMOUTH

1 JUNKINS AVE.

20' PSNH EASEMENT FROM POLE

SIMILAR POLE NUMBERS NOT FOUND,

BELIEVED TO START AT THIS POLE)

146/126 TO POLE 146/126S,

TAX MAP 292 LOT 152

6" X 6" CONC. BND. FND.—

W/ D.H. FLUSH NHHB

6" X 6" CONC. BND. FND.-

5/8" REBAR DOWN 3"

W/ D.H. FLUSH NHHB

LAFAYETTE FIRE STATION

PORTSMOUTH, NH 03801

R.C.R.D. BK. 4937 PG. 810

(SEE 3137-689,

6" X 6" CONC. BND. FND.

W/ D.H. UP 1" €

TAX MAP 292 LOT 13

C/O PUTNAMS 2998 LAFAYETTE RD.

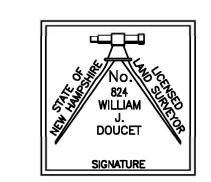
R.C.R.D. 5232-2481) (2,600± SQ. FT.)

(LOCATION APPROXIMATE SEE

- 8. FLOOD HAZARD ZONE: "X" & "A", PER FIRM MAP 33015C0270E, DATED 5/17/05.
- 9. THE INTENT OF THIS PLAN IS TO CREATE A NEW RIGHT OF WAY TO CONNECT U.S. ROUTE 1 TO LANG ROAD BY CONNECTING THROUGH LONGMEADOW ROAD.
- 10. DUE TO THE COMPLEXITY OF RESEARCHING ROAD RECORDS AS A RESULT OF INCOMPLETE, UNORGANIZED, INCONCLUSIVE, OBLITERATED, OR LOST DOCUMENTS, THERE IS AN INHERENT UNCERTAINTY INVOLVED WHEN ATTEMPTING TO DETERMINE THE LOCATION AND WIDTH OF A ROADWAY RIGHT OF WAY. THE EXTENT OF (THE ROAD(S)) AS DEPICTED HEREON IS/ARE BASED ON RESEARCH CONDUCTED AT THE ROCKINGHAM REGISTRY OF
- 11. FINAL MONUMENTATION MAY BE DIFFERENT THAN THE PROPOSED MONUMENTATION SHOWN HEREON, DUE TO THE FACT THAT SITE CONDITIONS WILL DICTATE THE ACTUAL LOCATION AND TYPE OF MONUMENTS INSTALLED IN THE FIELD. PLEASE REFER TO EITHER THE "MONUMENTATION LOCATION PLAN" TO BE RECORDED OR CONTACT DOUCET SURVEY, INC. FOR CLARIFICATION OF MONUMENTS SET. (A RECORDED PLAN WILL BE PRODUCED AT THE DISCRETION OF DOUCET SURVEY, LLC).
- LOCATIONS ARE NOT PRECISE OR NECESSARILY ACCURATE. NO WORK WHATSOEVER SHALL BE UNDERTAKEN ON THIS SITE USING THIS PLAN TO LOCATE THE ABOVE SERVICES. CONSULT WITH THE PROPER AUTHORITIES CONCERNED WITH THE SUBJECT SERVICE LOCATIONS FOR INFORMATION REGARDING SUCH. CALL DIG-SAFE AT
- PROVIDED BY TIGHE & BOND. THE LOCATIONS THEREOF WERE NOT FIELD VERIFIED BY DOUCET SURVEY UNLESS

REFERENCE PLANS:

- 1. "TOPOGRAPHIC PLAN FOR SERVICE CREDIT UNION OF 2995 LAYAFAYETTE ROAD/US ROUTE 1, PORTSMOUTH, NEW HAMPSHIRE" DATED JANUARY 8, 2010 BY DOUCET SURVEY, INC.
- 2. "LOT LINE RELOCATION PLAN FOR RALPH'S TRUCK SALES, INC., ET AL" DATED AUGUST 26, 1999 BY MILLETTE, SPRAGUE & COLWELL, INC. R.C.R.D. PLAN D-27623.
- 3. "EASEMENT PLAN FOR RALPH'S TRUCK SALES INC., SIEGEL LIMITED PARTNERSHIF OCEAN CASTLE LIMITED PARTNERSHIP, AND LANG + LONG MEADOW DEVELOPMENT LLC, LANG ROAD AND LONG MEADOW ROAD, COUNTY OF ROCKINGHAM, PORTSMOUTH, NH" DATED AUGUST 26, 2003 AND REVISED THROUGH 7/08/04 BY MILLETTE, SPRAGUE & COLWELL, INC. . R.C.R.D. PLAN D-31845.
- 4. "PLAN OF PORTSMOUTH FG-F-001(5) P-3844" DATED 4-13-84. R.C.R.D. PLAN D-17184. TAKINGS ALONG THE SUBJECT PREMISES ARE PER R.C.R.D. BK. 2592 PG. 213 & BK. 2908 PG. 014.
- 5. "SUBDIVISION PLAN FOR RALPH'S TRUCK SALES, INC. 2995 LAFAYETTE ROAD, COUNTY OF ROCKINGHAM, PORTSMOUTH, NH" DATED JANUARY 14, 1987 WITH A REVISION OF 4/7/97 BY RICHARD P. MILLETTE AND ASSOCIATES. R.C.R.D. PLAN D-25389.
- 6. "SUBDIVISION OF LAND PORTSMOUTH, NH FOR LONGMEADOW, INC." DATED DECEMBER 1976 BY JOHN W. DURGIN. R.C.R.D. PLAN D-7743.
- 7. "BOUNDARY PLAN FOR THE CITY OF PORTSMOUTH OF TAX MAP 291 LOT 1 & LOT 1-1 LAFAYETTE ROAD (US ROUTE 1), LONGMEADOW ROAD & LANG ROAD PORTSMOUTH, NEW HAMPSHIRE" DATED SEPTEMBER 6, 2018 BY DOUCET SURVEY, INC.



I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION AND FALLS UNDER THE URBAN SURVEY CLASSIFICATION OF THE NH CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS. I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. RANDOM TRAVERSE SURVEY BY TOTAL STATION, WITH A PRECISION GREATER THAN 1:15,000.

20'X15' EASEMENT TO N.E.T.&T. (SEE R.C.R.D. 2471-1415 & REF. PLAN 4) (300 SQ. FT.)

> 10' SLOPE/WIDENING EASEMENT PER REF. PLAN 3. DESCRIPTION

PER R.C.R.D. 4322-2032 DIFFERS

(TO BE ABANDONED IN FAVOR OF

THE CITY RIGHT OF WAY)

LOT LINE TO

(ZONE LINE)

BE ABANDONED

- 50' LANDSCAPE BUFFER EASEMENT

BENEFITING LOT 1-1 (SEE R.C.R.D.

PROPOSED RIGHT OF WAY

4322-2025 & REF. PLAN 3)

(TO BE ABANDONED)

78,775 Sq. Ft.

1.81 Acres

30' DRAINAGE EASEMENT (SEE R.C.R.D. 2592-213

└─*D.H.S.*

(12,766 SQ. FT.)

1-1/2" I.P.F. DOWN 3"

50' LANDSCAPE BUFFER EASEMENT

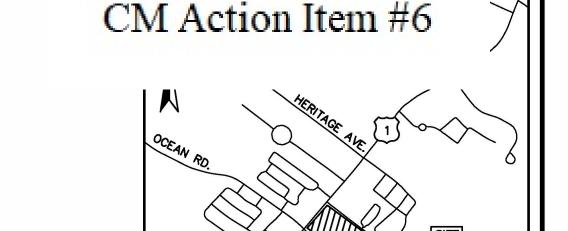
BENEFITING LOT 1-1 (SEE R.C.R.D.

4322-2025 & REF. PLAN 3)

(55,066 SQ. FT.)

_____L.L.S. #824

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.



LOCATION MAP (n.t.s.)

LEGEND. -LOT LINE --- PROPOSED LOT LINE - LOT LINE TO BE ABANDONED — — EXISTING EASEMENT LINE ---- Proposed easement line —— — — APPROXIMATE ABUTTERS LOT LINE STONE WALL ○ ∞ ○ REMNANT STONE WALL — · · — · · — EDGE OF WETLAND — EDGE OF WATER STREAM WETLAND AREA

UTILITY POLE BOUND FOUND DRILL HOLE IRON PIPE/ROD FOUND 0 GRAN. **GRANITE** CONCRETE CONC. BND. FND. BOUND FOUND D.H.F.

DRILL HOLE FOUND DRILL HOLE SET IRON PIPE FOUND

D.H.S.

I.P.F.

5/8" REBAR W/ ID CAP OR OTHER SUITABLE MONUMENT TO BE SET



SUBDIVISION PLAN

SERVICE CREDIT UNION (TAX MAP 291 LOT 1 & LOT 1-1) FOR THE

CITY OF PORTSMOUTH LAFAYETTE ROAD (US ROUTE 1), LONGMEADOW ROAD & LANG ROAD

PORTSMOUTH, NEW HAMPSHIRE

	7	•	71
2	11/4/20	ADD ADDITIONAL EASEMENTS	M.T.L.
1	3/15/19	ADD PROPOSED DRAINAGE EASEMENT B	M.T.L.
NO.	DATE	DESCRIPTION	BY
	1	1 3/15/19	1 3/15/19 ADD PROPOSED DRAINAGE EASEMENT B

DRAWN BY:	DATE: JANUARY 10, 2019
W.J.D.	5539B DRAWING NO.:
5539 JOB NO.:	1 3 SHEET OF



Serving Your Professional Surveying & Mapping Needs 102 Kent Place, Newmarket, NH 03857 (603) 659-6560 2 Commerce Drive (Suite 202) Bedford, NH 03110 (603) 614-4060 10 Storer Street (Riverview Suite) Kennebunk, ME (207) 502-7005 http://www.doucetsurvey.com

2. TOTAL PARCEL AREA PRIOR TO SUBDIVISION:

NOTES:

1. REFERENCE:

PROPOSED PARCEL AREAS:

LEAST SQUARE ANALYSIS.

3. OWNER OF RECORD: SERVICE CREDIT UNION

AND THE FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, VERSION 7, 2010. THE INDICATOR STATUS OF HYDROPHYTIC VEGETATION WAS DETERMINED ACCORDING TO THE U.S. ARMY CORPS OF ENIGINEERS - NORTHCENTRAL AND NORTHEAST 2014 REGIONAL WETLAND PLANT LIST. COPIES OF SITE PLANS DEPICTING THE WETLAND DELINEATION WHICH HAVE BEEN REVIEWED BY THE WETLAND SCIENTIST ARE INDIVIDUALLY STAMPED, SIGNED AND DATED.

TAX MAP 291, LOT 1 & LOT 1-1

TAX MAP 291 LOT 1 = 764,798 SQ. FT. OR 17.56 AC.

TAX MAP 291 LOT 1-1 = 1,179,324 SQ. FT. OR 27.07 AC.

TAX MAP 291 LOT 1 = 626,374 SQ. FT. OR 14.40 AC. TAX MAP 291 LOT 1-1 = 1,163,825 SQ. FT. OR 26.72 AC.

TAX MAP 291 LOT 1-2 = 74,148 SQ. FT. OR 1.70 AC.

4. FIELD SURVEY PERFORMED BY S.N.F. & L.P.S. DURING JUNE & JULY 2018 USING A TRIMBLE S6 TOTAL STATION

WITH A TRIMBLE TSC3 DATA COLLECTOR AND A SOKKIA B21 AUTO LEVEL. TRAVERSE ADJUSTMENT BASED ON

5. MANMADE AND NATURAL JURISDICTIONAL BOUNDARIES WERE DELINEATED BY MARC JACOBS, CERTIFIED WETLAND

SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHCENTRAL AND NORTHEAST

DEPARTMENT OF ENVIRONMENTAL SERVICES-WETLANDS BUREAU - CHAPTER ENV-WT 100-900; AND ARTICLE

10, SECTION 10.1010 OF THE PORTSMOUTH ZONING ORDINANCE. PREDOMINANT HYDRIC SOILS WERE IDENTIFIED UTILIZING THE FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 3, APRIL 2004

SCIENTISTS NUMBER 090, IN NOVEMBER 2015 ACCORDING TO THE STANDARD OF THE US ARMY CORPS OF

ENGINEERS - WETLAND DELINEATION MANUAL, TECHNICAL REPORT T-87-1, JANUARY 1987; THE REGIONAL

REGION, VERSION 2.0, JANUARY 2012; NH RSA 482-A:; THE CODE OF ADMINISTRATIVE RULES, NH

= 78,775 SQ. FT. OR 1.81 AC.

LAFAYETTE ROAD

PORTSMOUTH, NH

RIGHT OF WAY

3003 LAFAYETTE ROAD

PORTSMOUTH, NH 03801

R.C.R.D. BK. 4932 PG. 2469 (LOT 1)

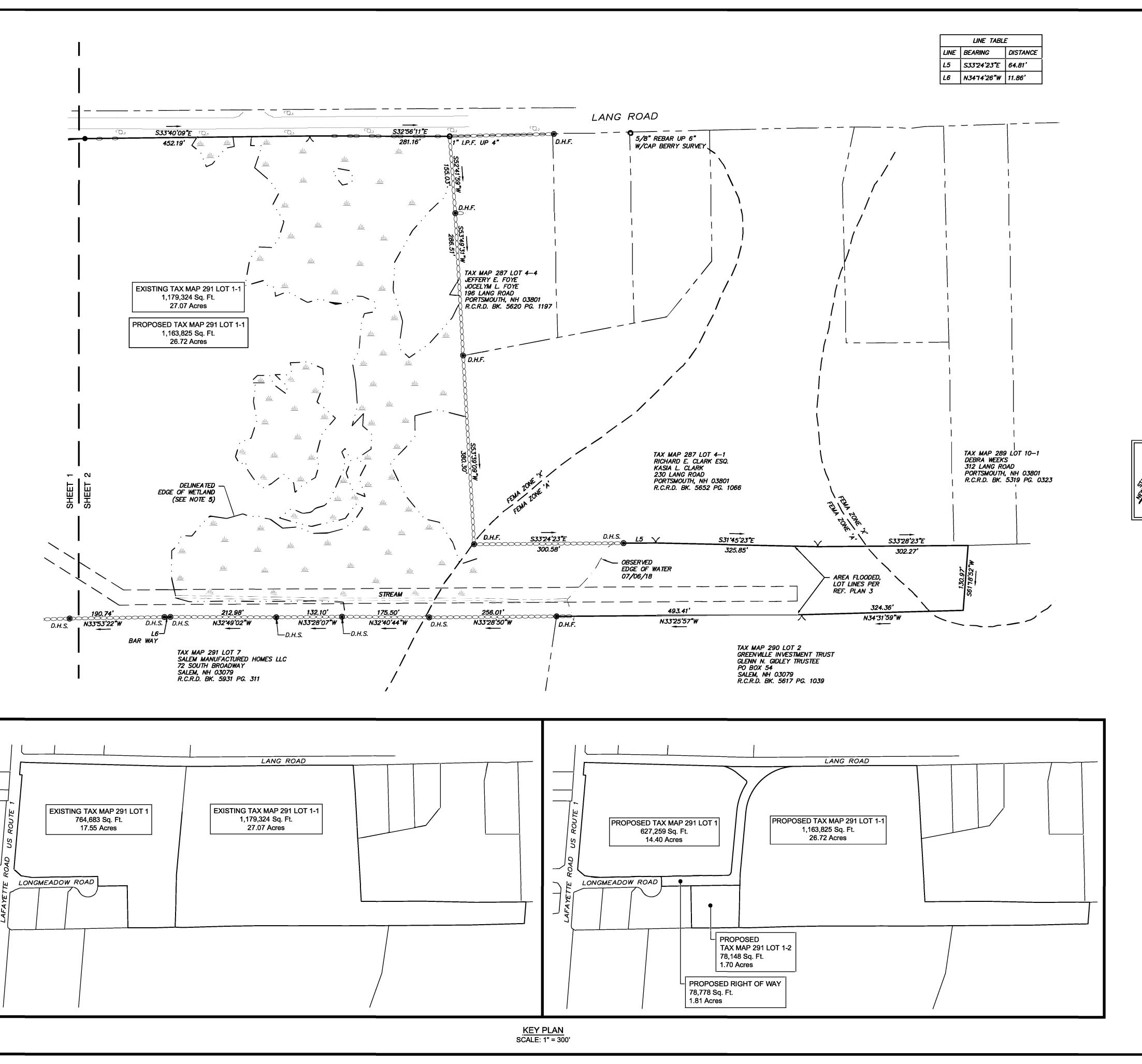
R.C.R.D. BK. 5258 PG. 349 (LOT 1)

R.C.R.D. BK. 5423 PG. 1976 (LOT 1-1)

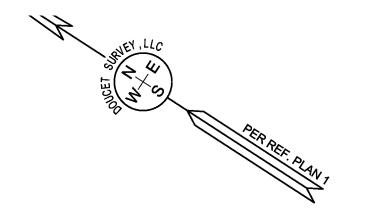
12. ALL ELECTRIC, GAS, TEL. WATER, SEWER AND DRAIN SERVICES ARE SHOWN IN SCHEMATIC FASHION. THEIR

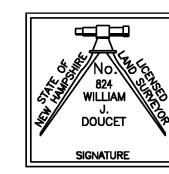
13. BUILDING LOCATION, PARKING LOT AND SIDEWALKS ON SERVICE CREDIT UNION SITE ARE BASED ON DATA FALLING WITHIN THE SPECIFIED TOPOGRAPHIC SURVEY LIMITS.

14. RIGHTS MAY EXIST FOR CONSTRUCTION OF A DAM PER NHDES ORDER "DAM #119.06" DATED FEBRUARY 15, 1977. R.C.R.D. BOOK 2307, PAGE 1852.



CM Action Item #6

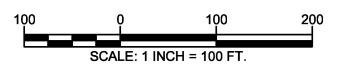




I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION AND FALLS UNDER THE URBAN SURVEY CLASSIFICATION OF THE NH CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS. I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. RANDOM TRAVERSE SURVEY BY TOTAL STATION, WITH A PRECISION GREATER THAN 1:15,000.

_____L.L.S. #824 ______DATE

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.



SUBDIVISION PLAN

SERVICE CREDIT UNION (TAX MAP 291 LOT 1 & LOT 1-1) FOR THE

CITY OF PORTSMOUTH LAFAYETTE ROAD (US ROUTE 1),

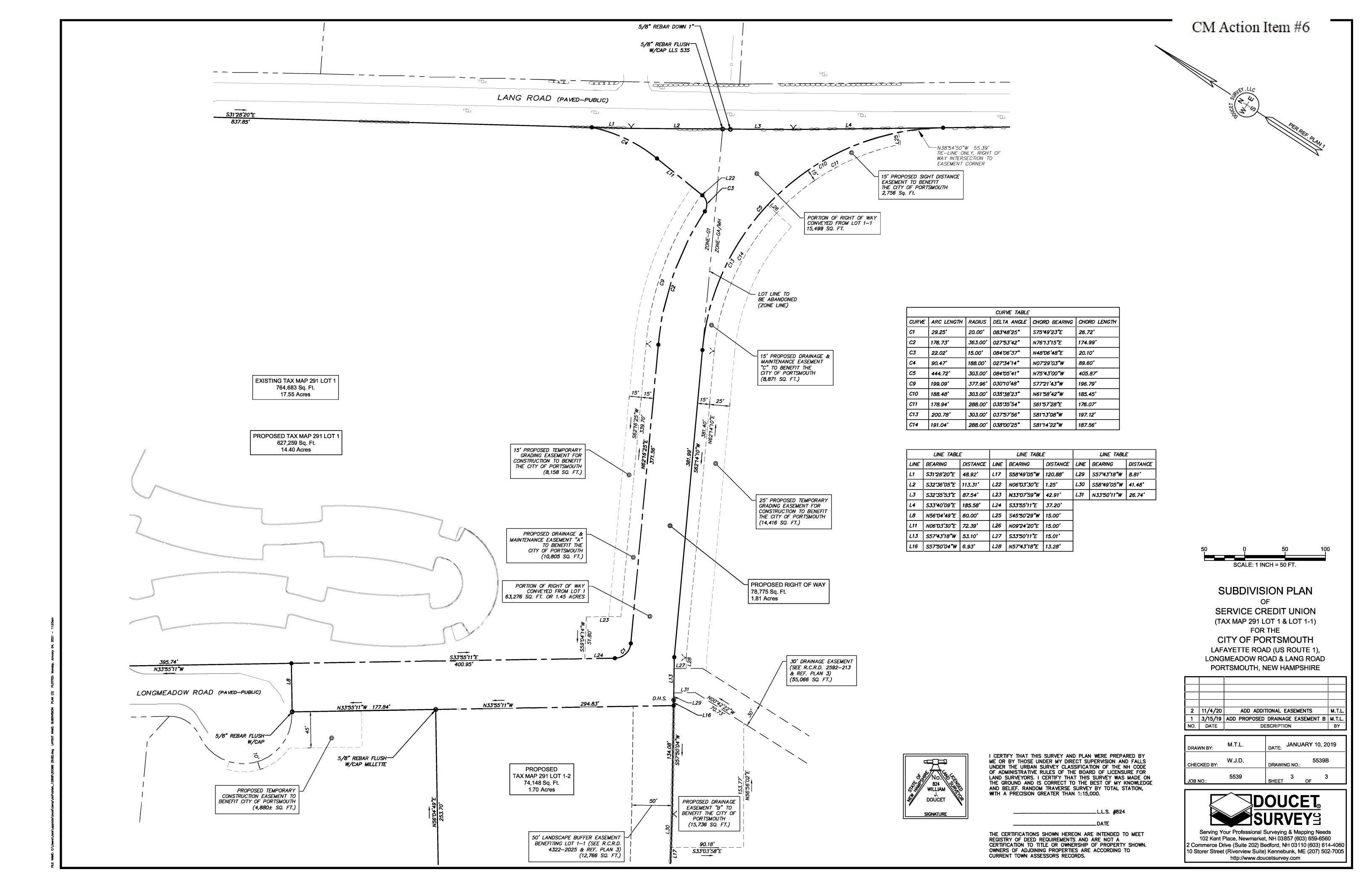
LONGMEADOW ROAD & LANG ROAD
PORTSMOUTH, NEW HAMPSHIRE

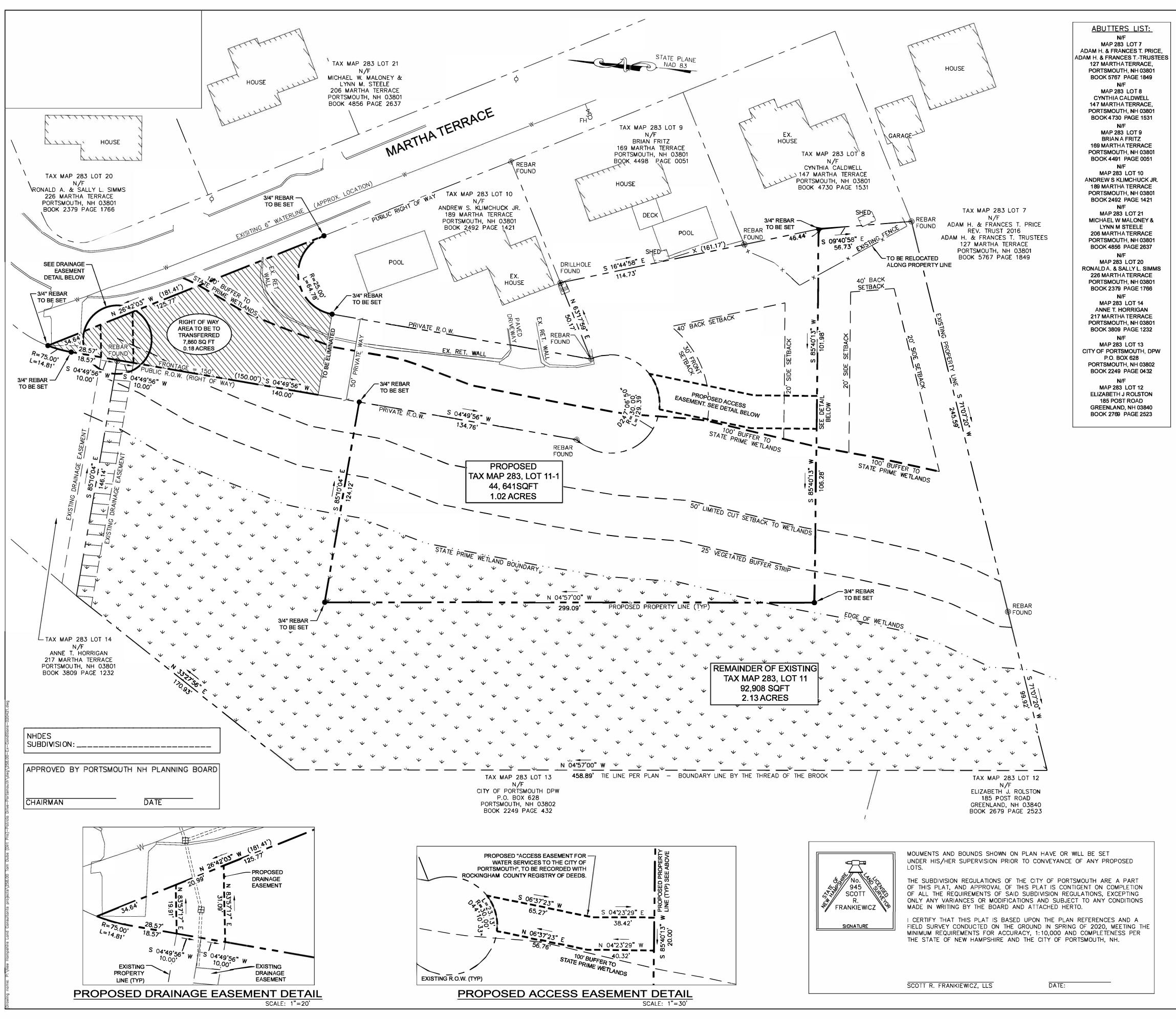
2	11/4/20	ADD ADDITIONAL EASEMENTS	M.T.L.
1	3/15/19	ADD PROPOSED DRAINAGE EASEMENT B	M.T.L.
NO.	DATE	DESCRIPTION	BY

DRAWN BY:	M.T.L.	DATE: JANUARY 10, 2019
CHECKED BY:	W.J.D.	5539B DRAWING NO.:
JOB NO.:	5539	2 3 SHEET OF



Serving Your Professional Surveying & Mapping Needs 102 Kent Place, Newmarket, NH 03857 (603) 659-6560 2 Commerce Drive (Suite 202) Bedford, NH 03110 (603) 614-4060 10 Storer Street (Riverview Suite) Kennebunk, ME (207) 502-7005 http://www.doucetsurvey.com





CITY OF PORTSMOUTH MARTHA -TERRACE TAX MAP 283 LOT 11 **LOCATION PLAN** SCALE: 1"=2,000'

- THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE TAX MAP 283, LOT 11 INTO
- THE PROPERTY IS DESIGNATED AS TAX MAP 283, LOT 11.
- THE AREA OF THE EXISTING LOT 11 IS 3.16 ACRES (137,549 SQFT.)
- THE CURRENT OWNER FOR TAX MAP 283, LOT 11: FRITZ FAMILY REVOC LIV TRUST, P.O. BOX 524, 50 SHORE DR., NORTHWOOD NH, 03261. BK 3338 PG 173.
- THE ZONING DESIGNATION FOR THE PROPERTY IS (SRA) SINGLE RESIDENCE A DISTRICT.
- DIMENSIONAL REQUIREMENTS PROVIDED FOR ZONE (SRA) DISTRICT:
- MIN. ROAD FRONTAGE MIN. LOT DEPTH =43,560 SF (1 ACRE) MIN. LOT SIZE MIN. ROAD SETBACK =30'MIN. REAR SETBACK =40' MIN. SIDE SETBACK WETLAND/WATERBODY SETBACK WETLAND/LIMITED CUT WETLAND/VEGETATED BUFFER STRIP MAXIMUM STRUCTURE HEIGHT
- SEPTIC SETBACK =75' HYDRIC SOILS OVERLAY DISTRICTS: (STEEP SLOPES, SOILS, WETLANDS, CONSERVATION)
- THE PROPOSED GRADING PLANS ARE CONCEPTUAL AND FINAL LOCATION OF DRIVEWAYS, LEACHFIELDS, STRUCTURES, ETC. SHALL BE SUBJECT TO BUILDING PERMIT APPLICATION.
- 8. THE EXISTING USE OF TM 283 LOT 11 IS VACANT LAND.
- 3. THE PROPOSED USE OF TM 283 LOT 11 WILL BE 2 LOT SUBDIVISION.
- 10. SEWER TO BE PROVIDED BY ON-SITE SEPTIC SYSTEMS.
- 1. WATER TO BE PROVIDED BY MUNICIPAL PUBLIC WATER.
- 12. RIGHT OF WAY WIDTH DETERMINED BY SURVEY, FIELD INVESTIGATION, RECORDED DEEDS AND PLANS OF REFERENCE.
- 13. ABUTTING PROPERTY INFORMATION PROVIDED BY A COMBINATION OF ON-LINE TAX MAP DATA AND DATA PROVIDED BY granitview.unh.edu.
- 4. SHEET 9 OF 10 THIS SET WILL BE RECORDED, A COMPLETE PLAN SET WILL BE FILED AT THE CITY OF PORTSMOUTH.
- 15. THE FEMA MAP NUMBER FOR THIS SITE IS 33015C0270E, EFFECTIVE DATE: MAY 17, 2005. SITE IS LOCATED WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 16. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO CITY OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 17. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT DEFICIENCIES EXIST IN THE APPROVED DESIGN DRAWINGS, THE OWNER SHALL BE REQUIRED TO CORRECT DEFICIENCIES TO MEET THE REQUIREMENTS OF THE REGULATIONS AT NO EXPENSE TO THE CITY.
- 18. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION SITE DUE TO ACTUAL SITE CONDITIONS, THE OWNER SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE CITY
- 19. ELEVATIONS AND COORDINATES ARE BASED ON STATE PLANE COORDINATES FROM A SOLUTION GENERATED BY NGS OPUS ON JUNE 18, 2020 FROM DATA COLLECTED BY THIS OFFICE ON JUNE 18, 2020. THE OPUS SOLUTION IS BASED ON THE NAD 83 (2011) REF. FRAME AND THE NAVD 88.
- 20.ACCESS EASEMENT FOR WATER SERVICES TO THE CITY OF PORTSMOUTH. SEE RECORDED BOOK AND PAGE AT ROCKINGHAM REGISTRY OF DEEDS.

PLAN REFERENCES:

- R.C.R.D PLAN #195, RECORDED APRIL 10, 1964, TITLED: "PARCIAL PLAN OF OCEAN MANOR, PORTSMOUTH, NH", PREPARED FOR: HILTON HOMES, INC., GREENLAND NH, DATED, JANUARY, 1964, PREPARED BY: JOHN DURGIN CIVIL ENGINEERS, SCALE: 1"=40', PLAN APPROVED BY PORTSMOUTH PLANNING BOARD ON MARCH 20, 1964.
- 2. R.C.R.D. PLAN #D5967, RECORDED MAY 21, 1976, TITLED: "RESUBDIVISION OF OCEAN MANNER", PREPARED FOR: ANDREWS PROPERTIES, INC., PORTSMOUTH NH, DATED: MARCH 1976, REVISED MAY 1976, PREPARED BY: JOHN DURGIN CIVIL ENGINEERS, SCALE: 1"=50', PLAN APPROVED BY PORTSMOUTH PLANNING BOARD DURING 1976.
- 3. R.C.R.D. PLAN #C8102, RECORDED SEPTEMBER 18, 1978, TITLED: "LOT LINE REVISION, LAND OF LEVESQUE AND GERACI, PORTSMOUTH NH", PREPARED BY: JOHN W. DURGIN ASSOCIATES INC., ENGINEERS, SURVEYORS & DESIGNERS OF PORTSMOUTH AND ROCHESTER, DATED SEPTEMBER 1978, SCALE: 1"=50', APPROVED BY PORTSMOUTH PLANNING BOARD ON SEPTEMBER 18, 1978.
- R.C.R.D. PLAN #D33328, RECORDED DECEMBER 6, 2005, TITLED: "SUBDIVISION AND LOT LINE RELOCATION PLAN, MAP 283 - LOTS 7 & 11", PREPARED FOR: ADAM H. & FRANCES PRICE AND ADAM H. PRICE & FRITZ FAMILY REV. LIVING TRUST, 127 MARTHA TERRACE & PATRICIA DRIVE, PORTSMOUTH NH, PREPARED BY: AMBIT ENGINEERING, INC., CIVIL ENGINEERS & LAND SURVEYORS, PORTSMOUTH NH., SCALE: 1"=50', DATED MARCH 2005, APPROVED BY PORTSMOUTH PLANNING BOARD ON OCTOBER 24, 2005.

<u>LEGEN</u>	<u>D</u>
EXISTING	RE

LEGEND							
EXISTING RETAINING WALL	§ 	WETLANDS	- -	:38	Ψ.	-	•
ABUTTERS PROPERTY LINES				*		*	
SUBJECT PROPERTY LINES	2 	DRILL HOLE FOUND			(0	
PROPOSED PROPERTY LINES		REBAR W/ CAP FOUND			(0	
EXISTING TIE LINE		STONE BOUND FOUND				$oldsymbol{\cdot}$	
EDGE OF PAVEMENT		3/4" REBAR TO BE SET	Γ			•	
PROPOSED BLDG SETBACK	n 	EXISTING GATE VALVE & HYDRANT			FH	\$ 200	,

DATE 01/14/2021 01/27/2021 02/8/2021 02/10/2021				
14/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS 27/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS (10/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS)	NO.	DATE	DESCRIPTION	ВУ
/27/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS /8/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS /10/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS	01,	/14/2021	REVISED PER CITY OF PORTSMOUTH COMMENTS	TDB
/8/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS /10/2021 REVISED PER CITY OF PORTSMOUTH COMMENTS	01	/27/2021	REVISED PER CITY OF PORTSMOUTH COMMENTS	TDB
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	02	/10/2021	REVISED PER CITY OF PORTSMOUTH COMMENTS	TDB

GRAPHIC SCALE 5 75 0 SCALE: 1"=30'



TO DIVISION 13 LOT 1
DISMOUTH NH S S **m** ≥ $\overline{\mathbf{C}}$

ROCKINGHAM CO. JOB NO: 258.00 DATE: SEPTEMBER 23, 2020

PSP SHT. 9 of 10

MEMORANDUM

TO: Karen Conard, City Manager

FROM: Juliet T. H. Walker, Planning Director

DATE: February 22, 2021

RE: City Council Referral – Projecting Sign

Address: 168 Fleet Street

Business Name: Max Charles, LLC Business Owner: Melissa Pitcher

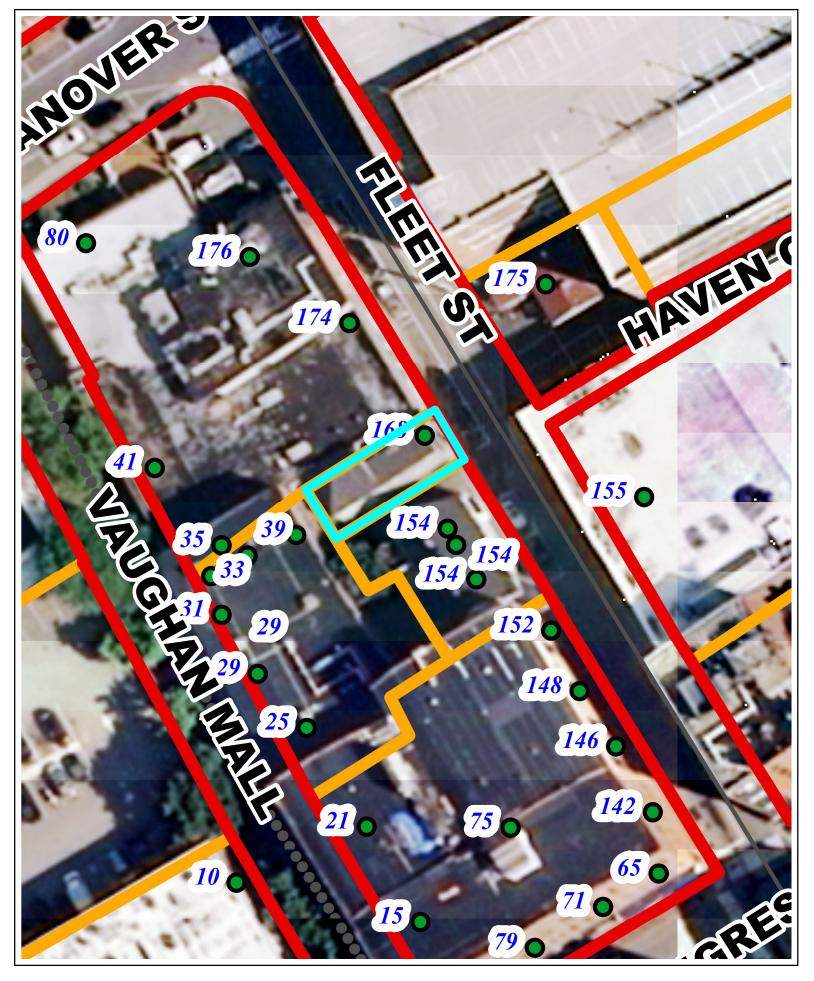
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 36" x 36"

Sign area: 9 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 signs, 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.





Proof #1 2/3/21

Company: Max Charles

Job: Projecting Sign

Type: Projecting

Quantity: 1

Size: 36" x 36" (9SQFT)

Sides: 2

Style: Flat Vinyl

Substrate: 2" HDU

Posts & Brackets: Custom 2" x 2"

Steel Square Tube Painted Black

Steel Banding Across top & down 12"

Solid Out Riggers if Needed

Colors: Black & White

Installed: Yes



Proof #1 2/3/21

Company: Max Charles

Job: Projecting Sign

Type: Projecting

Quantity: 1

Size: 36" x 36" (9SQFT)

Sides: 2

Style: Flat Vinyl

Substrate: 2" HDU

Posts & Brackets: Custom 2" x 2"
Steel Square Tube Painted Black

Solid Out Riggers if Needed

Colors: Black & White

Installed: Yes

PROPOSED







February 10, 2021

City of Portsmouth
City Council Members
1 Junkins Avenue
Portsmouth, NH 03801

Dear City Council Members

This letter is to make a formal required official request to create a Walk-A-Thon for the charity "I GOT BRIDGED", that is a newly established non profit organization here on the Seacoast.

The Mission of I Got Bridged is a newly established 501c non-profit organization located and founded right here in Portsmouth. The website is Igotbridged.com and the mission is to help bridge the financial gap for people in need on the seacoast.

The purpose of I Got Bridged is to perform charitable acts and stage events that will benefit those who are economically or otherwise disadvantaged and in need of assistance, and to promote an attitude of compassion, sharing and help others in need.

The date of the "I GOT BRIDGED" Walkathon is as follows:

- Sunday, September 26, 2021 or Sunday, October 3, 2021 (we are flexible)
- Time is 10AM start date
- 2.5 mile walk
- Location: Four Tree Island Start Point and End Point- cover 2.5 miles in between- route

Planned MAP/ROUTE: of WALK-A THON- "I GOT BRIDGED"

Leave Four Tree
Over the bridge to Mechanic Street
Right on Marcy Street
Left on Court Street
Right on Atkinson Street
Right on State Street Route 1 Memorial Bridge
To Badger's Island- Kittery
Around John Paul Jones Park Loop
Via Government Street Loop
Return To Four Tree Island

** No Streets are requested to be closed for the I GOT BRIDGED Walkathon **

Thank you very much for your consideration. We look forward to hearing from you and pray this event will be a big success. Please take a look at our website and see for yourself some of the work we have already been doing.

Sincerely,

Fred Petrone

I Got Bridged Team

Please send correspondence to either:

lorri@igotbridged

Or call /text Fred 502-387-1773

Fred Petrone
282 Middle Street
Suite 6
Portsmouth NH 03801



Mayor Becksted. & City Council of Portsmouth,

Thank you for putting I Got Bridged on the agenda March 8th. I am writing on behalf of a newly formed charity, <u>I Got Bridged</u>, and an upcoming outdoor walking event tentatively scheduled (pending your approval), for Sunday September 26, 2021.

I Got Bridged was established in 2020 with a mission to help "bridge the gap" for people in need on the Sea Coast; thus far, we have:

- 1. Helped those in need (with donation only) shoveling all winter long
- 2. Provided digital phone plans for veterans & elderly in need
- 3. Provided hot cocoa/hand warmers for volunteers at Gather Food pantry weekly throughout the winter
- 4. Delivered Food Pantry Items to the Homeless
- 5. Bowling activities/care packages/lunch for children and Dover Children's Home.
- 6. Coat Drive for Refugees
- 7. Furnishings for people in need
- 8. Gifts for local foster children via Portsmouth Methodist Church

We are just getting started. I Got Bridged is an inclusive charity and open to serve all people of various religions/race/etc.,

Prior to the March 8th approval process meeting, my goal was to give you a bit of background about <u>I</u> <u>Got Bridged</u> and the Walk-A-Thon that is being envisioned/created to take place this upcoming fall.

My <u>website www.igotbridged.com</u> has a full story of how the charity was "born" and how service to others is the pillar of the mission.

I've been a resident of the Seacoast for several years and walk blindly with faith many miles in Portsmouth on a daily basis. Perhaps some of you have seen me walk back and forth over the Memorial Bridge with my walking stick and bright green jacket.

The walk-a-thon will be a 2 mile walk starting and ending at Four Tree Island. The Map will be straightforward and we hope to get the community involved in the spirit of "helping others".

My blindness has led me to new heights and this walk-a-thon means a lot to my newly formed
organization in many ways. The journey has just begun and I encourage you to all please follow me or
facebook and instagram.

Thank you very much.

Sincerely,

Fred Petrone

#Be Kind #Help Others #Pray



March 3, 2021

Mayor Becksted and the City Council City of Portsmouth 1 Junkins Avenue Portsmouth NH 03801

Dear Mayor Becksted and Council:

On behalf of Pro Portsmouth, Inc., I am updating the City with regards to our programming:

- Children's Day. Originally planned for Sunday, May 2, 2021; cancelled.
- 44th Annual Market Square Day Festival & 10K Road Race. Originally planned for Saturday, June 12, 2021; 9am 4pm; re-scheduled to Saturday, September 18th. Street closures Downtown streets from 4am 6pm; race course 9am start (rolling closures)
- <u>18th Annual Summer in the Street</u>. Originally planned for Saturday evenings 5pm 9:30pm July 10, 17, 24, 31; TBD. Street Closures: 4pm (set up) 9:30pm (clean up) Pleasant Street Porter Street to Market Square

Given the continuing uncertainty as to where we will be with regards to health and safety and the impact of COVID-19 on public gatherings, our proposed activities are all subject to change based our discussions with the City.

Best regards,

Barbara Massar Executive Director

cc: Karen S. Conard, City Manager

CITY COUNCIL E-MAILS

February 22, 2021 (after 4:00 p.m.) – March 4, 2021 (before 9:00 a.m.)

March 8, 2021 Council Meeting

Below is the result of your feedback form. It was submitted by BILL ST. LAURENT (<u>billstl60@aol.com</u>) on Tuesday, February 23, 2021 at 12:12:17

address: 253 COLONIAL DR

comments: Stop pandering to this group, they are costing tax dollars, they get free setup from our local city municipal employees, free storage of their buildings, take customers from local restaurants, who pay taxes, lost revenue from our valuable parking lots, when you are planning to charge for parking at the Parrot Avenue lot, which helps the workers downtown with free parking. Why??????? Who are these people that they can come into our town and take over, if you NEED to help these people put them in the unused parking garage just down the street. I was under the idea only local people were supposed to sell food under this group. Is that true??? I would rather you let a few food cart trucks, take a couple of spaces in the Bridge and Worth lots. At least they would not completley dominate the lots. Some people chastized one of our city councilors over some silly naming crap for this group, and you let them get away with that and then pander and cater to their wants. Stop, Stop, Stop. Tell them to look for a spot they can rent from a local downtown land owner and stop mouching off of the local taxpayer. Enough is enough. If you have to find a place to put these mouchers, at least find a place where no tax money or loss of any revenue comes from the local taxpayers. Suggestions The salt pile, it should be empty, city hall parking lot, Pierce Island, Middle School, one of our parks, Parking lot next to the South Mill Pond, city tennis courts. Remember there are other groups who will be looking for outdoor spaces to use, stop these guys before we are stuck forever with their demands.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Duncan MacCallum (madbarrister@aol.com) on Tuesday, February 23, 2021 at 13:27:48

address: 536 State Street

comments: To the Mayor and City Council:

I was wondering what is the status of procuring a new, independent financial auditor for the City, to review the city budget and the work of the Finance Department, as was mentioned during the City Council meeting of January 11, 2021?

It is becoming a matter of increasing concern to myself and a number of other residents, as Portsmouth taxpayers, that we have several million dollars in bonded funds which are sitting idle, unused, but on which we as taxpayers are paying interest.

I think that the City's budget and balance sheet should be looked at with a fresh set of eyes, and in fact I believe that that was the feeling of several of the city councilors themselves at the recent City Council meeting. It is my understanding that the City has been using the same auditor for nearly the last twenty years, and the problem with that arrangement is that the auditor becomes too cozy and complacent and becomes less inclined to discover and challenge questionable items.

Also, why are we bonding projects two years before they've even been designed?

Would you please advise me (and the general public) what progress has been made on engaging an outside auditor.

Thank you.
Duncan MacCallum
536 State Street
(603) 431-1230
includeInRecords: on

Below is the result of your feedback form. It was submitted by Elizabth Bratter (qatoday@yahoo.com) on Saturday, February 27, 2021 at 08:32:46

address: 159 McDonough St

comments: Dear Mayor Becksted and City Councilors,

I believe in supporting local businesses as much as you can. Downtown businesses do need outdoor areas to "expand" their businesses while Covid restrictions are in place. Portsmouth did a great job by allowing the many restaurants and stores to expand onto surface parking spaces. Many of the businesses did a wonderful job of decorating the jersey barriers making them blend in and become an extension of their stores and restaurants. I support this continuing for this summer.

It doesn't make sense to remove the Worth Lot when surface parking spaces are removed to expand these businesses. Many people will be vaccinated by May and according to AARP and AAA most will be traveling by car to nearby states. There is NOT enough parking to begin with, using an entire parking lot when parking is even more limited, seems like it will actually HURT local businesses.

As we saw last year Portsmouth invested a LOT of taxpayer monies to allow NH Pop-up to "help" local businesses. This means my tax dollars are helping Portsmouth businesses, bands and theater organization. When I review the event plans from last year; a lot of entertainers were not from Portsmouth, about 4 or 5 Portsmouth restaurants, a brewery from Islington St and a brewery from Newington, both with existing outdoor seating, benefited from it. Some of the restaurants which participated normally have a big take-out/delivery business. During this event the Bridge Street Parking Lot looked like a shanty town and was quite loud sometimes, neighbors complained they couldn't hear their televisions due the "excessive noise" created in their homes.

It is true the Worth Lot is proposed to become a park, which has been hinted may eventually sponsor occasional events. The future park proposal INCLUDES underground parking to off-set replacing the parking lot. In June of 2019 there was a performance there, sponsored by the city and the Music Hall, with music, food trucks and a beer garden. This was a one-time, one day event, NOT a continuous event for the whole Spring, Summer and Fall!

My understanding of the Pop-up culture is just that. The planners find a location and set up for a day or a weekend and have music, food and drinks confined to one area. This is not a pop-up event! This seems more like an event planner, turning city owned property into its own event hall, COMPETING directly with other venues and businesses in Portsmouth, some not even a block away! This piece of property makes the city money and provides much NEEDED parking so guests to Portsmouth have a place close to town to park and enjoy ALL the city has to offer.

I am happy to support local businesses! Should the city want to provide grants or stimulus checks to all the small businesses in Portsmouth with the money it would have lost by allowing NH Pop-up to use the Worth Lot, I'm okay with that. Please do NOT support the use of a public parking lot as a private concert, brewery and food hall! ALL local businesses need support and WILL NEED parking for their customers as they struggle through one more summer of "relaxed" Covid restrictions. Please do NOT grant NH Pop-up or any other event planners use of any public parking areas in downtown Portsmouth.

Respectfully, Elizabeth Bratter Property Owner 159 McDonough St includeInRecords: on

Below is the result of your feedback form. It was submitted by Elizabeth Storm (elizabeth.knies.storm@gmail.com) on Monday, March 1, 2021 at 10:48:00

address: 24 Osprey Drive

comments: Dear councilors,

What a great idea it was to put picnic tables downtown! They're attractive and practical and will help our restaurants stay viable. Thank you!

I hope you will nix the idea of using the Worth lot as a venue for pop-up dining and entertainment. Both residents and tourists rely on that parking lot. Couldn't the pop-up stuff (if it's deemed desirable) do its thing in a school parking lot on weekends? It's worked for the Farmers' Market.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Tim Terragni (timterragni@yahoo.com) on Wednesday, March 3, 2021 at 07:44:01

address: 2227 Ocean Blvd Rye NH

comments: I'v e been a pickleball player for many years and am very exited to hear that the Mayor and City Council are looking at converting two existing tennis courts into 8 pickleball courts.

Many of the regular players are available and willing to help this project. Thank you all. includeInRecords: on

Below is the result of your feedback form. It was submitted by Marie Lyford (marie03801@comcast.net) on Wednesday, March 3, 2021 at 08:17:46

.----

address: 5 opal ave

comments: Please do NOT allow pop up nh to take over any part of the worth lot or parrot ave lot. I have been reading on this and many venues do not want to participate in this and I believe it is to much of an expense for our city to take on for too few recipients (participants). I believe we are on the path to more normalcy and do not need to be giving up our slim downtown parking. Marie Lyford, 5 Opal ave,

Portsmouth NH includeInRecords: on

FINANCE DEPARTMENT



To: Karen Conard, City Manager

From: Judie Belanger, Director of Finance and Administration

Date: March 8, 2021

Re: Report back from February 22, 2021 City Council Meeting

During the February 22, 2021 City Council meeting, Councilor Huda made a motion that the City Manager provide a report or list of the unidentified projects per the Comprehensive Annual Finance Report (CAFR) FY18, FY19, and FY20 reports as noted on the attached summary schedule. This summary schedule was prepared by Councilor Huda and was provided to the Council at the February 22, 2021 meeting. The motion also requested a list of all the streets, sidewalk, and infrastructure projects that were grouped in a category named "a variety of other sidewalk and street construction contributed to capital assets of \$8,021,813" from the FY18 CAFR.

As requested, the attached documents are in response to this motion. The shaded section are the projects that were identified in the narrative of the Management Discussion and Analysis (MD&A) under the Capital Assets table. Below, (unshaded) are the projects that were not itemized in the narrative.

Management Discussion and Analysis (MD&A) is a document that accompanies all governmental agencies' financial statements. The purpose of the MD&A is a narrative explanation which identifies trends, events, commitments, demands, or material changes. The inclusion of dollar figures is not required. The intent is to provide a summary in a condensed format of what is reported in the financial statements. Terms such as "major events", "primarily due to", "the key elements are", and "summarized as" will appear in this document. It is not intended nor recommended to itemize all events.

The Capital Assets table in the MD&A is net of depreciation and are actual and audited numbers as of June 30th in any given year. Construction in Progress (CIP) are costs associated with fixed long-term assets. There is no depreciation of the accumulated costs until the project is complete or substantially complete and the asset is placed into service. Construction in Progress reported on June 30th in any given year is an accumulation of assets not yet capitalized and should not be totaled over multiple years to arrive at a total construction cost to date.

CM Info Item #1

CAPITAL ASSETS

LAND
BUILDING & INFACTRUCTURE
MACHINES & EQUIP
INFACTRUCTURE
CONSTRUCTION IN PROGRESS

GOVERNMENTAL (MU	INICIPAL) ONLY	
FY18	FY19	FY20
18,285	23,402	23,402
106,696	137,647	134,054
8,273	9,326	10,864
63,320	65,605	63,971
29,591	5,062	17,362
226,165	241,042	249,653

		CAFR P. 38	CAFR P. 34	CAFR P. 35	
	CONSTRUCTION IN PROGRESS - GENERAL FUND	FY18	FY19	FY20	TOTAL
CIP	MAPLEWOOD AVE		593,521	1,743,735	2,337,256
CIP	ISLINGTON ST			986,369	986,369
CIP	MARKET ST EXT.		720,162	3,146,613	3,866,775
CIP	MCDONOUGH AREA			704,900	704,900
CIP	PLEASANT ST RECONSTRUCTION		1.246.227	1.291.713	2,537,940
CIP	PEVERLY HILL RD SIDEWALKS		324,016	375,184	699,200
CIP	DOBLES CTR		174,878	3,762,698	3,937,576
CIP	MULTI PURPOSE FIELDS (PEV HILL RD)		314,131	969,602	1,283,733
CIP	NEW FRANKLIN SCHOOL UPGRADES		· · · · · · · · · · · · · · · · · · ·	958,123	958,123
CIP	ELEMENTARY SCHOOL UPGRADES	3,934,946		, , , , , , ,	3,934,946
CIP	FOUNDRY PLACE GARAGE	20,164,418			20,164,418
CIP	MUNI COMPLEX UPGRADES	2,152,690			2,152,690
CIP	REC FIELD LIGHTING	871,692			871,692
OII	VARIOUS ST'S & SIDEWALKS, INFACTURE -(UNIDENTIFIED)	2,466,665	1,688,657	3,422,947	7,578,269
	TOTAL PER CAFR RPT EACH FY	29,590,411	5,061,592	17,361,884	52,013,887
	TOTAL CIP IN GENERAL FUND PER FY	29,590,411	5,061,592	17,361,884	52,013,887
	TOTAL OIL IN GENERAL TOND I EN T	27,070,411	0,001,072	17,001,00-	OLJO (OJOO)
	MOVED TO CAPITAL ASSETS - GENERAL FUND	FY18	FY19	FY20	TOTAL
CA	TENNIS COURT REHAB	747,288			747,288
CA	OTHER SIDEWALK & STREET CONSTRUCTION	8,021,813			8,021,813
CA	FIRE STATION 3 RENOVATIONS (PEASE)	691,449			691,449
CA	WAYFINDING INFACTRUCTURE	642,317			642,317
CA	CITY HALL WALL REPLACEMENT	•	4,413,969		4,413,969
CA	ANDREW JARVIS/LAFAYETE INTERSECTION UPGRADES		1,200,467		1,200,467
CA	FOUNDRY GARAGE CONSTRUCTION		20,780,752	351,533	21,132,285
CA	LEARY FIELD LIGHTING		1,088,924		1,088,924
CA	WOODBURY AVE SIGNAL UPGRADES		1,665,136		1,665,136
CA	BOW ST & GRAFTON RD			477,663	477,663
CA	HOOVER DR STORM DRAINAGE IMPROVEMENTS			538,140	538,140
CA	UPGRADES TO HIGH SCHOOL TRACK			399,950	399,950
CA	PARROTT AVE & CITY HALL PARKING LOTS			413,612	413,612
CA	CITY HALL SECURITY SYSTEM			143,164	143,164
CA	DONDERO SCHOOL UPGRADES		8,927,172		8,927,172
CA	CAPITALIED VECHILES PW	208,364	168,749	1,423,208	1,800,321
CA	CAPITALIED VECHILES POLICE	218,704		187,435	406,139
ÇA	CAPITALIED VECHILES FIRE	624,763	175,267	776,189	1,576,219
CA	CAPITALIED EQUIPMENT FIRE		,	119,553	119,553
CA	CAPITALIED VECHILES SCHOOL	68,691		82,900	151,591
U A	TOTAL PER CAFR RPT EACH FY	11,223,389	38,420,436	4,913,347	54,557,172
	TOTAL CIP MOVED TO CAPITAL ASSETS IN GENERAL FUND PER FY	13,381,184	48,032,014	5,462,994	66,876,192
	DETAIL DOES NOT ADD TO TOTAL GIVEN????	2,157,795	9,611,578	549,647	12,319,020

	CONSTRUCTION IN PROGRESS - WATER FUND	FY18	FY19	FY20	TOTAL
CIP	PEASE WELL DESIGN-CONSTRUCTION IN PROGRESS	1,057,090	1,771,085		2,828,175
CIP	PEASE WELL DESIGN/CONSTR			9,552,725	9,552,725
CIP	PEASE CARBON FILTRATION SYSTEM	935,623			935,623
CIP	GREENLAND WELL	1,022,154			1,022,154
CIP	MAPLEWOOD WATERLINE PROJECTS	675,465	1,904,707	3,877,276	6,457,448
CIP	FOUNDRY PLACE WATERLINE	945,508			945,508
CIP	UPGRADE TO NEWINGTON BOOSTER	353,635	3,271,439		3,625,074
CIP	SYSTEM PRESSURE & STORAGE	760,998			760,998
CIP	WOODBURY WATERLINE	622,146			622,146
CIP	PLESANT ST. WATERLINE		1,049,403	1,629,346	2,678,749
CIP	MCDONOUGH AREA WATER LINE			546,082	546,082
CIP	ISLINGTON ST WATERLINE			1,563,951	1,563,951
	TOTAL PER CAFR RPT FY	6,372,619	7,996,634	17.169.380	31,538,633
	TOTAL CIP IN WATER FUND PER FY	7,422,459	11,230,543	17,750,492	36,403,494
	DETAIL DOES NOT ADD TO TOTAL GIVEN????	1.049.840	3.233.909	581,112	4,864,861
				•	
	MOVED TO CAPITAL ASSETS - WATER FUND	FY18	FY19	FY20	TOTAL
CA	NEW VEHICLES & EQUIPMENT	212,424		219,275	431,699
CA	NEW WATER TANK FOR HOBBS HILL	2,914,447			2,914,447
CA	VARIOUS OTHER WATERLINE UPGRADES	860,217			860,217
CA	BELLAMY RESERVOIR EASEMENT		420,929		420,929
CA	FOUNDRY PLACE WATERLINE		994,958		994,958
CA CA	WOODBURY WATERLINE		665,023		665,023
CA	GREENLAND WELL		1,039,509		1,039,509
CA	SYSTEM PRESSURE & STORAGE		790,998		790,998
CA	PEASE CARBON FILTRATION SYSTEM		935,623		935,623
CA	NEWINGTON BOOSTER STATION		•	4,237,416	4,237,416
CA	NEW CASTLE WATER LINE			271,982	271,982
CA	PEIRCE ISLAND WATERLINE			351,256	351,256
CA	CLOUGH DR WATERLINE			202,555	202,555
CA	HANOVER ST WATERLINE			204,700	204,700
	TOTAL PER CAFR RPT EACH FY	3,987,088	4,847,040	5,487,184	14,321,312
	TOTAL CIP MOVED TO CAPITAL ASSETS IN WATER FUND PER FY	4,274,204	5,601,657	5.859.554	15,735,415
	DETAIL DOES NOT ADD TO TOTAL GIVEN????	287,116	754,617	372,370	1,414,103

	CONSTRUCTION IN PROGRESS - SEWER FUND	FY18	FY19	FY20	TOTAL
CIP	PEIRCE ISLAND WWTP	58,661,303	76,008,268	19.732.672	154,402,243
CIP	UPGRADES TO PEASE WWTP	1,193,725	5,248,367	7,812,051	14,254,143
CIP	UPGRADES TO LAFAYETTE PUMP STATION	3,347,854	0,2-10,007	7,012,001	3,347,854
CIP	GOOSE BAY DR.SEWER LINE	508,018	1,468,100		1,976,118
CIP	MAPLEWOOD AVE. SEWERLINE	000,010	1,555,167		1,555,167
CIP	FOUNDRY PLACE SEWER LINE	1,004,543	1,000,101		1,004,543
CIP	MAPLEWOOD SEWER LINE PROJECTS	.,00-,0-10		2,417,790	2,417,790
CIP	HANOVER ST SEWER LINE			320,411	320,411
CIP	PLESANT ST SEWER LINE			783,274	783,274
CIP	ISLINGTON ST SEWER LINE			2,026,647	2,026,647
l	TOTAL PER CAFR RPT FY	64,715,443	84,279,902	33,092,845	182,088,190
ı	TOTAL AS CIP IN SEWER FUND FOR FY	65,440,678	85,456,070	33,952,905	184,849,653
1	DETAIL DOES NOT ADD TO TOTAL GIVEN????	725,235	1,176,168	860,060	2,761,463
l .	MOVED TO CAPITAL ASSETS - SEWER FUND	FY18	FY19	FY20	TOTAL
CA	PEIRCE ISLAND WWTP-BUILDINGS EQUIPMENT & SEWER LINI	ES		68,010,257	68,010,257
CA	UPGRADES TO MAIN ON PEIRCE ISLAND	498,651			498,651
CA	NEW VEHICLES & EQUIPMENT	450,944	389,588	926,722	1,767,254
CA	GOOSE BAY DR SEWER LINE UPGRADES			1,545,956	1,545,956
CA	GREEN ST SEWER LINE			468,432	468,432
CA	MULTI PURPOSE FIELDS (PEV HILL RD)			400,000	400,000
CA	FOUNDRY PLACE SEWER LINE		1,165,932		1,165,932
ÇA	INFILTRATION EVALUATION		585,676		585,676
ÇA	LAFAYETTE AVE PUMP STATION		3,364,328		3,364,328
CA	VARIOUS OTHER SEWER UPGRADES	1,233,926			1,233,926
I	TOTAL PER CAFR RPT EACH FY	2,183,521	5,505,524	71,351,367	79,040,412
1	TOTAL CIP MOVED TO CAPITAL ASSETS IN SEWER FUND PER FY	2,212,796	5,795,268	71,782,889	79,790,953
	DETAIL DOES NOT ADD TO TOTAL GIVEN????	29,275	289,744	431,522	750,541

CAPITAL ASSET AND DEBT ADMINISTRATION FYZO

<u>Capital Assets</u>. Total investment in capital assets for governmental and business-type activities at year-end amounted to \$489,473,568 (net of accumulated depreciation), an increase of \$34,960,701 from the prior year. This investment in capital assets includes land, buildings, system improvements, and machinery and equipment.

						(net of d	epre	eciation)						
		Governmental				Busir	ess-	type						
	<u>Activities</u>			Ac	<u>Activities</u>					<u>ls</u>	Amount	<u>%</u>		
		2020		<u>2019</u>		<u>2020</u>		2019		2020		2019	<u>Change</u>	<u>Change</u>
Land	\$	23,402	\$	23,402	\$	3,292	\$	3,292	\$	26,694	\$	26,694	\$ _	0.00%
Building and improvement		134,054		137,647		52,367		19,336		186,421		156,983	29,438	18.75%
Machinery and equipment		10,864		9,326		37,697		12,294		48,561		21,620	26,941	124.61%
Infrastructure		63.971		65.605		94.761		81.862		158,732		147.467	11.265	7.64%

51,703

239,820 \$

96,687

213,471 \$

69,065

489,473 \$

101,749

454,513 \$

(32,684)

-32.12%

7.69%

Capital Assets (000s)

Major capital asset events during the current fiscal year included the following:

241,042 \$

- Construction in progress for governmental activities totaled \$17,361,884 at year end of which \$1,743,735, \$986,369, \$3,146,613, \$704,900 and \$1,291,713 are attributed to Maplewood Avenue, Islington Street, Market Street Extension, McDonough Area and Pleasant Street reconstruction activity respectively, \$375,184 for Peverly Hill Road Sidewalks, \$3,762,698 for upgrades to the former Dobles Center converting to the new Senior Center, and \$969,602 for continued construction of multi-purpose fields off of Peverly Hill Road, \$958,123 for upgrades to the New Franklin School and the remainder to various streets, sidewalks and infrastructure projects.
- Governmental funds capitalization of assets totaled \$5,462,994 are summarized as follows:
 - > Bow Street and Grafton Road of \$477,663.
 - A new generator at fire station one of \$119,553.
 - City Hall security system of \$143,164.

249,653 \$

Construction in Progress

Total Assets

- Hoover Drive storm drainage improvements of \$538,140.
- > Additional work on the new Foundry Parking Facility of \$351,533.
- > Upgrades to the High School outdoor track of \$399,950.
- > Parrott Avenue and City Hall parking lots of \$413,612.
- General government vehicles capitalized during the current year which included Public Works of \$1,423,208, Police of \$187,435, Fire of \$776,189 and School of \$82,900.

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- Construction in progress in the water fund totaled \$17,750,492 at year end primarily due to \$9,552,725 for Pease Well Design/Construction, \$1,629,346 for Pleasant Street waterline, \$3,877,276 for Maplewood Avenue waterline projects, \$546,082 for McDonough area waterline, and \$1,563,951 for Islington Street waterline.
- The water fund had increases to capital assets of \$5,859,554 during the year which primarily consisted of \$4,237,416 for upgrades to the Newington Booster Station, \$271,982 for New Castle waterline, \$351,256 for Peirce Island waterline, \$202,555 for Clough Drive waterline, \$204,700 for Hanover Street waterline and \$219,275 for vehicles/equipment.
- Construction in progress in the sewer fund totaled \$33,952,905 at year end primarily due to \$19,732,672 for the continued construction of the Peirce Island wastewater treatment plant, \$7,812,051 for upgrades to the Pease wastewater treatment plant, \$2,026,647 for Islington Street sewerline, \$320,411 for Hanover St sewerline, \$783,274 for Pleasant Street sewerline and \$2,417,790 for Maplewood Avenue sewerline.
- The sewer fund had increases to capital assets of \$71,782,889 during the year which
 primarily consisted of \$68,010,257 for Equipment, buildings and sewerlines associated
 with the Peirce Island Waste Water Treatment Plant, \$1,545,956 for Goose Bay Drive
 sewer line, \$468,432 for Green Street sewer line, \$400,000 for sewer lines near the new
 playing fields on Peverly Road, and \$926,722 for equipment and vehicles.

Additional information on the City of Portsmouth's capital assets can be found in Note 10 on pages 70-71 of this report.

<u>Long-term Debt</u>. At the end of the current fiscal year, total bonded debt, including unamortized bond premiums, and State revolving fund loans outstanding, including business-type activities (water and sewer departments) was \$193,377,862 as shown in the table below, all of which was backed by the full faith and credit of the government.

State Revolving Fund Loan (SRF) program was created by the New Hampshire Legislature in 1987. This SRF program provides low-interest loans to help municipalities with projects such as wastewater treatment projects, landfill closures, and public water supply improvements.

The City of Portsmouth's General Obligation bonds have an AAA rating from Standard and Poor's Global rating services.

Outstanding Debt (000s)

		Gove	ental		Busir	ess-						
		Ac	<u>Activities</u>					es	<u>Totals</u>			
		<u>2020</u>		2019		<u>2020</u>		2019	2020		2019	
General obligation bonds	\$	99,623	\$	111,096	\$	59,962	\$	64,560	\$ 159,585	\$	175,656	
State revolving fund loans		+3		32		17,831		20,630	17,831		20,662	
Unamortized premium	_	10,326		11,555		5,636		6,090	 15,962		17,645	
Total Debt	\$_	109,949	\$_	122,683	\$_	83,429	\$_	91,280	\$ 193,378	\$_	213,963	

CAPITAL ASSET AND DEBT ADMINISTRATION FY19

<u>Capital Assets</u>. Total investment in capital assets for governmental and business-type activities at year-end amounted to \$454,512,867 (net of accumulated depreciation), an increase of \$45,907,475 from the prior year. This investment in capital assets includes land, buildings, system improvements, and machinery and equipment.

Capital Assets (000s) (net of depreciation)

		Governmental <u>Activities</u>					Business-type <u>Activities</u>					İs	Amount	<u>%</u>		
		2019		2018		<u>2019</u>		2018		<u>2019</u>		2018	<u>Change</u>	Change		
Land	\$	23,402	\$	18,285	\$	3,292	\$	2,871	\$	26,694	\$	21,156	\$ 5,538	26.18%		
Building and improvement		137,647		106,696		19,336		20,155		156,983		126,851	30,132	23.75%		
Machinery and equipment		9,326		8,273		12,294		12,220		21,620		20,493	1,127	5.50%		
Infrastructure		65,605		63,320		81,862		74,331		147,467		137,651	9,816	7.13%		
Construction in Progress	_	5,062		29,591		96,687		72,863		101,749		102,454	 (705)	-0.69%		
Total Assets	\$	241,042	\$	226,165	\$	213,471	\$_	182,440	\$	454,513	\$	408,605	\$ 45,908	11.24%		

Major capital asset events during the current fiscal year included the following:

- Construction in progress for governmental activities totaled \$5,061,592 at year end of which \$1,246,227, \$720,162, and \$593,521 are attributed to Pleasant Street, Market Street extension, and Maplewood Avenue reconstruction activity respectively, \$324,016 for Peverly Hill Road Sidewalks, \$174,878 for upgrades to the former Dobles Center converting to the new Senior Center, and \$314,131 for continued construction of multipurpose fields off of Peverly Hill Road, and the remainder to various streets, sidewalks and infrastructure projects.
- Governmental funds capitalization of assets totaled \$48,032,014 summarized as follows:
 - > City Hall exterior wall replacement \$4,413,969.
 - > Andrew Jarvis/Lafayette intersection upgrades in the amount of \$1,200,467.
 - > Construction of the New Foundry Parking garage \$20,780,752.
 - > Replacement of field lighting at Leary Field for \$1,088,924.
 - > Woodbury Ave signal upgrades \$1,665,136.
 - > Dondero Elementary School Upgrades of \$8,927,172.
 - > General government vehicles capitalized during the current year which included Public Works of \$168,749 and Fire of \$175,267.
- Construction in progress in the water fund totaled \$11,230,543 at year end primarily due to \$1,771,085 for Pease Well Design/Construction, \$1,049,403 for the Pleasant Street waterline, \$1,904,707 for the Maplewood Avenue waterline projects and \$3,271,439 for upgrades to the Newington Booster.

Fy 19

- The water fund had increases to capital assets of \$5,601,657 during the year which
 primarily consisted of \$420,929 for the Bellamy Reservoir Easement, \$994,958 for the
 Foundry Place waterline installation, \$665,023 Woodbury Ave waterline upgrade,
 \$1,039,509 Greenland Well improvements, \$790,998 for System Pressure and Storage
 improvements, and \$935,623 for the Caron Filtration System.
- Construction in progress in the sewer fund totaled \$85,456,070 at year end primarily due to \$76,008,268 for the design and construction of the Peirce Island wastewater treatment plant, \$5,248,367 for upgrades to the Pease wastewater treatment plant, \$1,468,100 for Goose Bay Drive sewer line, and \$1,555,167 for the Maplewood Avenue sewerline.
- The sewer fund had increases to capital assets of \$5,795,268 during the year which primarily consisted of \$3,364,328 for the Lafayette Road Pump Station Improvements, \$585,676 for Infiltration Evaluation, \$1,165,932 for the construction of the Foundry Place sewerline, and \$389,588 in equipment and vehicles.

Additional information on the City of Portsmouth's capital assets can be found in Note 10 on pages 71-72 of this report.

Long-term Debt. At the end of the current fiscal year, total bonded debt and State revolving fund loans outstanding, including business-type activities (water and sewer departments) was \$213,962,480 as shown in the table below, all of which was backed by the full faith and credit of the government.

State Revolving Fund Loan (SRF) program was created by the New Hampshire Legislature in 1987. This SRF program provides low-interest loans to help municipalities with projects such as wastewater treatment projects, landfill closures, and public water supply improvements.

The City of Portsmouth's General Obligation bonds have an AAA rating from Standard and Poor's Global rating services.

Outstanding Debt (000s)

		Gove <u>Ac</u> t	rnme Livitie			ess tivit	-type <u>îes</u>	Ī	otal	5
		2019		2018	2019		2018	2019		2018
General obligation bonds State revolving fund loans Unamortized premium	\$_	111,096 32 11,555	\$	87,534 245 8,392	\$ 64,560 20,630 6,090	\$	58,327 23,428 5,256	\$ 175,656 20,662 17,645	\$	145,861 23,673 13,648
Total Debt	\$_	122,683	\$_	96,171	\$ 91,280	\$	87,011	\$ 213,963	\$_	183,182

The City of Portsmouth's total debt increased by \$30,780,574 or 16.8% during the current fiscal year. The key factors in this net increase are:

Reductions of outstanding debt principal in the amount of \$17,086,027.

 Non-operating expenditures resulting in a net positive variance of \$383,731 is mainly attributed to \$527,673 surplus in debt related expenditures as a result of the timing of issuing debt, and a negative variance of \$163,133 from County Tax.

CAPITAL ASSET AND DEBT ADMINISTRATION - FY 18

<u>Capital assets</u>. Total investment in capital assets for governmental and business-type activities at year-end amounted to \$408,605,392 (net of accumulated depreciation), an increase of \$58,271,991 from the prior year. This investment in capital assets includes land, buildings, system improvements, and machinery and equipment.

Capital Assets (000s) (net of depreciation)

		 nental <u>ties</u>			s-type ties	I	ota	<u>lls</u>	Amount	<u>%</u>
	<u>2018</u>	<u>2017</u>	<u>2018</u>		<u>2017</u>	<u>2018</u>		<u>2017</u>	<u>Change</u>	Change
Land	\$ 18,285	\$ 18,221	\$ 2,871	s	2,871	\$ 21,156	\$	21,092	\$ 64	0.30%
Building and improvement	106,696	108,558	20,155		20,971	126,851		129,529	(2,678)	-2.07%
Machinery and equipment	8,273	7,403	12,220		12,812	20,493		20,215	278	1.38%
Infrastructure	63,320	56,865	74,331		70,259	137,651		127,124	10,527	8.28%
Construction in Progress	29,591	 12,936	 72,863		39,438	 102,454		52,374	 50,080	95.62%
Total Assets	\$ 226,165	\$ 203,983	\$ 182,440	\$	146,351	\$ 408,605	\$	350,334	\$ 58,271	16.63%

Major capital asset events during the current fiscal year included the following:

- Construction in progress for governmental activities totaled \$29,590,411 at year end which \$20,164,418 is attributed to the Foundry Place Parking Facility construction, \$2,152,690 for upgrades to the Municipal Complex outer wall, \$871,692 upgrades to Recreation field lighting, \$3,934,946 to upgrades Elementary School upgrades and the remainder to various streets, sidewalks.
 - Governmental funds capitalization of depreciable assets totaled \$13,381,184 summarized as follows:
 - Tennis Court rehabilitation in the amount of \$747,288.
 - A variety of other sidewalk and street construction contributed to capital assets of \$8,021,813.
 - Fire Station 3 renovations \$691,449.
 - Wayfinding infrastructure \$642,317.
 - General government vehicles and equipment capitalized during the current year which included Public Works of \$208,364, Police of \$218,704, Fire of \$624,763, and School vehicles of \$68,691.
- Construction in progress in the water fund totaled \$7,422,459 at year end primarily due to \$1,057,090 for Pease Well Design, \$1,022,154 for Greenland

Fy 18

Well, \$675,465 for the Maplewood waterline projects, \$945,508 for the Foundry Place waterline, \$353,635 for upgrades to the Newington Booster, \$760,998 for System Pressure and Storage, \$622,146 for the Woodbury Waterline and \$935,623 for a carbon filtration system.

- The water fund had increases to capital assets of \$4,274,204 during the year
 which primarily consisted of \$212,424 for vehicles and equipment, \$2,914,447
 for a new water tank at Hobbs Hill, and \$860,217 for various other waterline
 upgrades.
- Construction in progress in the sewer fund totaled \$65,440,678 at year end primarily due to \$58,661,303 for the design and construction of the Peirce Island wastewater treatment plant, \$1,193,725 for upgrades to the Pease wastewater treatment plant, \$3,347,854 for upgrades to the Lafayette Pump Station, \$508,018 for Goose Bay Drive sewer line, and \$1,004,543 for Foundry Place sewer line.
- The sewer fund had increases to capital assets of \$2,212,796 during the year which primarily consisted of \$1,233,926 for various other sewer system upgrades, \$498,651 for upgrades to main on Peirce Island, and \$450,944 in equipment and vehicle investments.

Additional information on the City of Portsmouth's capital assets can be found in Note 10 on pages 75-76 of this report.

<u>Long-term debt</u>. At the end of the current fiscal year, total bonded debt and State revolving fund loans outstanding, including business-type activities (water and sewer departments) was \$183,181,908 as shown in the table below, all of which was backed by the full faith and credit of the government.

State Revolving Fund Loan (SRF) program was created by the New Hampshire Legislature in 1987. This SRF program provides low-interest loans to help municipalities with projects such as wastewater treatment projects, landfill closures, and public water supply improvements.

The City of Portsmouth's General Obligation bonds have an AAA rating from Standard and Poor's Global rating services.

Outstanding Debt (000s)

		Gove	rnn	nental	Busine	ess	-type			
		<u>Ac</u>	<u>tivit</u>	<u>ies</u>	<u>Act</u>	<u>iviti</u>	<u>es</u>	<u>T</u>	<u>ota</u>	<u>ls</u>
		2018		<u>2017</u>	<u>2018</u>		2017	<u>2018</u>		<u>2017</u>
General obligation bonds	\$	87,534	\$	85,375	\$ 58,327	\$	53,947	\$ 145,861	\$	139,322
State revolving fund loans		245		458	23,428		26,226	23,673		26,684
Unamortized premium	_	8,392		7,947	 5,256	_	4,900	 13,648		12,847
Total Debt	\$_	96,171	\$	93,780	\$ 87,011	\$_	85,073	\$ 183,182	\$	178,853

Governmental Funds

CAFR:

	FY 18	FY 19	FY 20
Construction in Progress:			

Construction in Progress in CAFR narrative:			
Doble Center/Sr Center		174,878	3,762,698
Elementary School Upgrades	3,934,946	174,070	3,702,030
Foundry Place garage	20,164,418		
Islington St	, ,		986,369
Maplewood Ave		593,521	1,743,735
Market St Extension		720,162	3,146,613
McDonough St Area			704,900
Multi-Purpose Fields		314,131	969,602
Municipal Complex	2,152,690		
New Franklin Upgrades			958,123
Peverly Hill Rd Sidewalks		324,016	375,184
Pleasant St		1,246,227	1,291,713
Recreation Field Lighting	871,692		
Total Construction in Progress in CAFR narrative	27,123,746	3,372,935	13,938,937
Projects not itemized in CAFR narrative:			
Andrew Jarvis/Lafayette Intersection	159,063		
Banfield Rd Culvert	72,447	79,647	89,647
Banfield/Heritage to Ocean Rd	21,999	53,499	56,500
Cate St Connector			55,359
City Hall Electrical Upgrades			119,646
City Hall Improvements			18,406
Corporate Dr	99,150	107,639	315,190
Discover Portsmouth Center			216,065
Dobles Center/Sr Center	5,330	248	
Elwyn Park Sidewalks		5,800	20,000
Elwyn Rd Sidewalks			30,000
Grafton Rd	2,690	290,644	
Hoover/Taft	26,840	27,359	
Indoor Pool	21,000		2.706
Islington Sidewalk			2,736
Islington/Spinney Intersection	9,884	66.775	
Islington Street		66,775	520 722
Kearsarge Bridge Improvements	24 046	150,222	520,732
Lengmandow Rd	21,846	99,000	00.000
Longmeadow Rd Maplewood Avenue	126,671	99,000	99,000
Maplewood (Downtown-Complete Street)	7,834		257,834
Maplewood Ave Bridge	7,034		39,730
Market St Bridge			100,000
McDonough Street Area		188,363	100,000
McDonough Street Sidewalks Area		100,303	160,000
McIntyre	82,414	145,351	168,491
Mechanic St Seawall	32,12	8,925	59,804
Middle Street Bike Lane	47,561	5,5 = 5	
Multi Purpose Fields	155,434		18,441
North Mill Pond Path	227	72,413	102,547
Outdoor Pool	224	49,974	142,359
Pedestrian Signal	22,282	,-	,
Pentamation	, 53,859	53,859	
Peverly Hill Sidewalks	258,616	,	
Police Station Upgrades	•		137,238
Prescott Park Seawall		18,484	18,484
Pleasant Street	551,428	45,485	
Recycling Center		67,866	157,495
Rock St Park		90,913	294,636
State St Signal			80,069
Traffic Modeling	57,568		
Wayfinding			76,350
Woodbury Corridor	602,370		
Woodbury/New Franklin	59,930	66,190	66,190
	2,466,665	1,688,657	3,422,947
Total Projects not itemized in CAFR narrative:	2,400,003	1,000,037	3, 122,3 17

Governmental Funds

CAFR:

FY 18 FY 19 FY 20

Capitalized Assets:

Total Other Sidewalk/Streets

Capitalized Assets as itemized in CAFR narrative:				
*Other Sidewalk/Street Improvements		— 8,021,813		
Andrew Jarvis/Lafayette Intersection		, ,	1,200,467	
Bow St and Grafton Rd				477,663
City Hall Security System				143,164
City Hall Wall Replacement			4,413,969	
Dondero School Upgrades			8,927,172	
Fire Station 3 Rehab		691,449		
Foundry Garage			20,780,752	351,533
High School Track Upgrades				399,950
Hoover Dr Stormdrain Improvements				538,140
Leary Field Lighting			1,088,924	
Parrott Ave and City Parking Lots				413,612
Tennis Court Rehab		747,288		
Wayfinding		642,317	4 665 436	
Woodbury Ave Signal Upgrades		200.254	1,665,136	4 422 200
Vehicles/Equipment-PW		208,364	168,749	1,423,208
Vehicles/Equipment-Police Vehicles/Equipment-Fire		218,704	175 267	187,435
Vehicles/Equipment-School		624,763 68,691	175,267	895,742 82,900
Verificies/ Equipment-school		00,091		82,900
Total Capitalized Assets as itemized in CAFR narrative		11,223,389	38,420,436	4,913,347
Other Sidewalk/Street Improvements:	→			
Projects were not itemized individually in CAFR narrative:				
Aldrich Rd	38,089			
Arthur Rd	5,237			
Barberry RR Crossing	145,219			
Blue Heron Dr	46,549			
Chestnut St Sidewalk	181,338			
Chestnut St	1,078,611			
Cleveland Dr	12,149			
Coolidge Dr	10,598			
Edgewood Rd	17,670			
Gosling Rd	293,046			
Gosport Rd	15,477			
Grant Ave	14,131			
Green St	18,596			
Harrison Ave	11,565			
High Hanover Sidewalk	704,927			
Islington St Sidewalk (Plains Field to By-Pass)	1,040,413			
Junkins Ave	87,734			
Lafayette Rd Greenleaf to South St	30,000			
Market St (Russell to Noble Island)	1,737,060			
McDonough Area 3B	1,621,940			
Middle School	582,589			
Ocean Rd/Banfield Rd	64,132			
Odiorne Point Rd	13,628			
Osprey Dr	34,365			
Osprey Landing	7,550			
Pierce Place	4,347			
Polk Ave	4,417			
Regina Rd Sanderling Way	4,347 27,435			
Shearwater Dr	26,502			
Sherburn School Area	34,627			
South St Clough to Junkins-Sidewalk	16,000			
South St Clough to Junkins	17,707			
Taft Rd	42,397			
Taylor Lane	8,390			
Van Buren Ave	8,901			
Wilson Rd	14,129			

8,021,813

Governmental Funds

CAFR:

	CAFK:		
	FY 18	FY 19	FY 20
Capitalized Assets not itemized in CAFR narrative:			
Ambulance Cot			13,600
Arthur Rd		30,388	
Blue Heron Dr		98,838	
Cargo Van-Police			29,980
Central Fire Station Apron		187,228	
City Hall Archive Room	44,871		
City Hall Improvement		14,803	
City Hall Security System Cleveland Dr		42,314	
Coolidge Dr		33,418	
Dondero Playground		35,139	
Drone-Police			35,883
Dunlin Way		30,833	
Edgewood Rd		72,435	
Electric car Chargers-Foundry Place Garage		35,060	
Elevators-Foundry Place Garage		386,175	
Foundry Place (Road)		601,300	
Gosport Rd Grant Ave		98,046 67,336	
Hanover Sidewalk		14,460	
Harrison Ave		57,634	
Hoover Drive Drainage		3.,55	
HS Auditorium		100,000	
Indoor Pool		122,797	25,555
Islington St Sidewalk (Plains Field to By-Pass)	627,300		
Islington/Spinney Intersection		9,884	
Land parcel		60,113	
Land-Foundry Place		5,047,390	
Land-Ocean Rd/Banfield Rd		9,000	
Leslie Dr Drainage		21,846	12,000
Liberty Pole Mack Truck			283,935
Middle St		315,053	203,333
New Franklin Deck		73,669	
Odiorne Point Rd		100,083	
Osprey Dr		99,198	
Parking Control System-Foundry Place Garage		194,232	
Parking-Equipment/Vehicles		308,749	
Pedestrian Signal		22,282	14,880
Pentamation		22.25	53,859
Pierce Place Plains School Rehab	150 206	22,367	
Police Court Records Room	158,286	80,576	
Police Security Cameras		39,681	
Polk Ave		20,567	
Prescott Park Pavilion Restroom		37,523	
Regina Rd		69,171	
Rescue Tool			26,855
Sanderling Way		59,305	
School Field Lighting	1,300,000		
Security Camera-Foundry Place Garage		11,161	22 222
Shaw Building	27 220		29,600
Sheafe Fire Alarm Shearwater Dr	27,338	63,222	
Spinnaker Floor		33,312	
Spinney Rd		55,384	
Spinney Rd Sidewalk		461,947	
Stark St Sidewalk		27,489	
Station 2 Deck		12,000	
Station 2 Hot Water Heater			23,500
Taft Rd		141,686	
Taylor Lane		22,165	
Traffic Modeling		75,789	
Van Buren Ave		28,633	
Wilson Rd		59,898	
Total Capitalized Assets not itemized in CAFR narrative:	2,157,795	9,611,578	549,647
Total Capitalized Assets	12 201 104	48,032,014	E 462 004
Total Capitalized Assets	13,381,184	40,032,014	5,462,994

GOVERNMENTAL FUNDS pg. 3

Water Fund

CAFR: FY 18 FY 19 FY 20

Construction in Progress:

Construction in Progress in CAFR narrative:			
Foundry Place Waterline	945,508		
Greenland Well	1,022,154		
Islington St Waterline			1,563,951
Maplewood Ave Waterline	675,465	1,904,707	3,877,276
McDonough Area Waterline			546,082
Newington Booster Upgrade	353,635	3,271,439	
Pease Carbon Filtration System	935,623		
Pease Well Design/Construction	1,057,090	1,771,085	9,552,725
Pleasant St. Waterline		1,049,403	1,629,346
System Pressure & Storage	760,998		
Woodbury Waterline	622,146		
Total Construction in Progress in CAFR narrative	6,372,619	7,996,634	17,169,380
Bellamy Reservoir Easement Breakfast Hill Rd Waterline	1,000 23,929	141,903	1,000
Chestnut St Waterline	23,929 175,136	141,903	
Madbury Treatment Plant	173,130		27,599
Madbury Well	186,727	195,226	195,226
Maplewood Area Waterline	100,727	675,465	133,220
McDonough Area Waterline		316,759	
Newington Booster Upgrade		353,635	
Osprey Well Demolition	267,734	333,033	
Pease Well Design/Construction	207,734	1,057,090	
Peirce Island Wastewater Treatment Plant Waterline	351,257	351,256	
Pleasant St Waterline	3,200	3,200	
Subaqueous Pipeline	3,233	113,299	191,035
Test Well		26,075	104,638
Water Transmission		20,073	61,614
Woodbury Force Agreement	40,857		01,011
Total Projects not itemized in CAFR narrative:	1,049,840	3,233,909	581,112

Capitalized Assets:

Capitalized Assets as itemized in CAFR narrative	<u>:</u> :			
*Various Waterline Upgrades		- 860,217		
Vehicles/Equipment		212,424		219,275
Hobbs Hill Water Tank		2,914,447		
Bellamy Reservoir Easement			420,929	
Foundry Place Waterline			994,958	
Woodbury Waterline			665,023	
Greenland Well			1,039,509	
System Pressure & Storage			790,998	
Pease Carbon Filtration System			935,623	
Newington Booster Station				4,237,416
New Castle Waterline				271,982
Peirce Island Waterline				351,256
Clough Dr Waterline				202,555
Hanover St Waterline				204,700
Total Capitalized Assets as itemized in CAFR narrative		3,987,088	4,847,040	5,487,184
Various Waterline Upgrades:				
Projects were not itemized individually in CAFR narrative:				
McDonough St Area Waterline	∀ 430,089			
Outer Islington Waterline	277,610			
Albacore Connector Waterline	122,490			
Barberry and Green Waterline	30,029			
Total Other Sidewalk/Streets	860,217			

Capitalized Assets not itemized in CAFR narrative:

Breakfast Hill Rd Waterline			141,904
Cate St Waterline			130,000
Chestnut St Waterline		175,136	
Deer St Waterline			52,000
Greenland Well			28,900
Hoover/Taft Waterline			8,569
Madbury Plant WAN wiring	40,000		
On-Call Services	3,997	2,879	521
Osprey Well Demolition		315,104	
Stark St Waterline		7,000	
Test Well	56,475		
Vehicles/Equipment		183,497	
Water Efficiency Measures	9,900	6,700	10,476
Water Source Augmentation	176,744		
Woodbury Force Agreement		64,301	
Total Capitalized Assets not itemized in CAFR narrative:	287,116	754,617	372,370

Total Capitalized Assets not itemized in CAFR narrative: 287,116 754,617 372,370

4,274,204 5,601,657 5,859,554

water fund pg. 4

Sewer Fund CAFR:

FY 18	FY 19	FY 20

Construction in Progress:

725,235	1,176,168	860,060
/5,101		
75 161	18,105	104,868
33,400	10 105	104,868
33 168	43,473	151,614
40,402	12 175	
•	231,300	
•	•	
20.300	· ·	238,073
	163 223	258,075
22,330		9,013
	121,133	
60 394	· ·	
0,000	10.500	
6.000	33,.3.	
5,5	93.794	3.,102
445.577		37,462
	.5,5 .5	93,767
	•	
		,
	248	30,961
2,,,,,,,,,,	16.186	
17.794		2, 1,500
	119,928	174,300
04,713,443	0-1,213,302	33,032,043
64 715 443	84 279 902	33,092,845
		783,274
	1,555,167	2,417,790
3,347,854		,,-
		2,026,647
	,,	320,412
	1,468,100	
	, ,	• •
1,193,725	5,248,367	7,812,05
58,661,303	76,008,268	19,732,671
	1,004,543 508,018 3,347,854 64,715,443 17,794 445,577 6,000 60,394 22,930 20,309 3,200 40,402 33,468 75,161	1,193,725 5,248,367 1,004,543 508,018 1,468,100 3,347,854 1,555,167 64,715,443 84,279,902 119,928 17,794 16,186 248 229,009 45,345 445,577 93,794 6,000 10,500 60,394 127,753 22,930 163,223 20,309 57,224 3,200 251,380 40,402 43,475 33,468 18,105

Capitalized Assets:

Capitalized Assets as itemized in CAFR narration	ve:			
*Various Sewer line Upgrades		— 1,233,926		
Foundry Place Sewer line			1,165,932	
Goose Bay Dr Sewer line				1,545,956
Green St Sewer line				468,432
Infiltration Evaluation			585,676	
Lafayette Rd Pump Station			3,364,328	
Peirce Island WWTP				68,010,257
Peverly Hill Rd (New City Playing Fields)				400,000
Upgrades to Main on Peirce Island		498,651		
Vehicles/Equipment		450,944	389,588	926,722
Total Capitalized Assets as itemized in CAFR narrative	e	2,183,521	5,505,524	71,351,367
Various Sewer line Upgrades:				
Projects were not itemized individually in CAFR narrative:				
,	↓			
Brewster St Sewer line	545,935			
Outer Islington St Sewer line	186,966			
McDonough St Area Sewer line	501,025			
Total various Sewer line Projects	1,233,926			

Capitalized Assets not itemized in CAFR narrative:

Chestnut St Sewer line Dye Simulation Model		17,794	147,966
Hoover/Taft Sewer line			28,077
Lonza Evaluation		14,000	
Manhole Covers	19,375		
Mechanic St Wharf			127,753
Miller Ave Sewer line		14,190	
Peirce Island Master Plan			57,224
Pump Station Master Plan		100,700	
Regional Digester			48,027
Sagamore Ave Sewer line		39,200	
Sewer Efficiency Measures	9,900	6,700	10,475
Stark St Sewer line		22,000	
Storm Water Media Filter			12,000
Woodbury Ave Sewer line		75,160	
Total Capitalized Assets not itemized in CAFR narrative:	29,275	289,744	431,522
Total Capitalized Assets	2,212,796	5,795,268	71,782,889

SEWER FUND pg. 5

Subject:

FW: Middle Street bike lanes, Portsmouth

From: WatsonJr, Bill [mailto:WILLIAM.E.WATSONJR@dot.nh.gov]

Sent: Wednesday, January 20, 2021 2:45 PM

To: Juliet T.H. Walker <jthwalker@cityofportsmouth.com>; Eric B. Eby <ebeby@cityofportsmouth.com> **Cc:** Hudson, Robert <Robert.A.Hudson@dot.nh.gov>; Willeke, Charles <Charles.R.Willeke@dot.nh.gov>

Subject: RE: Middle Street bike lanes, Portsmouth

Good Afternoon Juliet, and thank you for the correction.

Thank you for the material from Toole Design, and for the meeting on Monday 1/11/2021 to go over the results of the work completed by Toole Design.

Our review of the recommendations from Toole Design note no significant changes being recommended in the approach that has been implement for the Middle Street Bike Lane project.

The Department continues to stand on its prior position that the City appropriately designed improved bicycle facilities, had appropriate public input and involvement throughout the project, and implemented these improvements appropriately.

This independent review supports our position without changes.

Any changes to the implemented improvements beyond the recommended minor improvements that Toole Design documented will require the Department to start the process to request that the City of Portsmouth PAYBACK the federal funds invested into the Safe Routes to School project #28757.

Please note the previous email incorrectly referenced a meeting on January 13.

Regards, Bill

William Watson Jr., PE Administrator P - 603-271-3344 F - 603-271-8093 Bill.Watson@dot.nh.gov

NH Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive
Concord NH 03301



From: WatsonJr, Bill [mailto:WILLIAM.E.WATSONJR@dot.nh.gov]

Sent: Wednesday, January 13, 2021 11:15 AM

To: Eric B. Eby <<u>ebeby@cityofportsmouth.com</u>>; Juliet T.H. Walker <<u>ithwalker@cityofportsmouth.com</u>> **Cc:** Hudson, Robert <<u>Robert.A.Hudson@dot.nh.gov</u>>; Willeke, Charles <<u>Charles.R.Willeke@dot.nh.gov</u>>

Subject: RE: Middle Street bike lanes, Portsmouth

Thank you for this material, and for the meeting on Monday 1/13/2021 to go over the results of the work completed by Toole Design.

Our review of the recommendations from Toole Design note no significant changes being recommended in the approach that has been implement for the Middle Street Bike Lane project.

The Department continues to stand on its prior position that the City appropriately designed improved bicycle facilities, had appropriate public input and involvement throughout the project, and implemented these improvements appropriately.

This independent review supports our position without changes.

Any changes to the implemented improvements beyond the recommended minor improvements that Toole Design documented will require the Department to start the process to request that the City of Portsmouth PAYBACK the federal funds invested into the Safe Routes to School project #28757.

Regards, Bill

William Watson Jr., PE Administrator P - 603-271-3344 F - 603-271-8093 Bill.Watson@dot.nh.gov

NH Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive
Concord NH 03301



From: Eric B. Eby < ebeby@cityofportsmouth.com>
Sent: Thursday, December 31, 2020 9:05 AM

To: WatsonJr, Bill <WILLIAM.E.WATSONJR@dot.nh.gov>; Juliet T.H. Walker <jthwalker@cityofportsmouth.com>

Cc: Hudson, Robert <Robert.A.Hudson@dot.nh.gov>; Willeke, Charles <Charles.R.Willeke@dot.nh.gov>

Subject: Re: Middle Street bike lanes, Portsmouth

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Attached for your review is the bike lane review memo from the City's consultant, Toole Design.

Eric Eby Parking and Transportation Engineer City of Portsmouth 603 766 1415

Juliet T.H. Walker

From: WatsonJr, Bill <WILLIAM.E.WATSONJR@dot.nh.gov>

Sent: Tuesday, January 26, 2021 12:58 PM

To: Eric B. Eby

Cc: Juliet T.H. Walker; Peter H. Rice; Hudson, Robert

Subject: RE: Middle Street Bike Lane clarification

Eric -

What I tried to clarify with the Council last night is if indeed the intent of their conversation is only to impact a small portion of the total project area, that we would still need to see how that area would be addressed by other means (rerouting through alternate streets was discussed as one potential, removing parking was another one).

Our initial statements that modifications to this section would require the City to payback the federal grant funds unless the design modifications are merited and that we would need to demonstrate safety, environmental or other concerns about specific design details by completing a review and analysis by a qualified engineer. The Toole review did NOT demonstrate safety, environmental or other concerns.

If the Council determines that they want to just flip that section of the project, then yes, we will expect full payback. That solution provides a fragmented, less safe solution that will not provide for the bicyclists of all ages and abilities that the improvements were intended to serve.

I left the door open for further conversation. If the City Council wants to come up with an alternative for this section of roadway designed by a P.E. that demonstrates a better, safer, engineered solution, then I would be open to that conversation.

Regards, Bill

William Watson Jr., PE Administrator P - 603-271-3344 F - 603-271-8093 Bill.Watson@dot.nh.gov

NH Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive
Concord NH 03301



From: Eric B. Eby <ebeby@cityofportsmouth.com>

Sent: Tuesday, January 26, 2021 12:30 PM

To: WatsonJr, Bill <WILLIAM.E.WATSONJR@dot.nh.gov>

Cc: Juliet T.H. Walker <jthwalker@cityofportsmouth.com>; Peter H. Rice <phrice@cityofportsmouth.com>; Hudson,

Robert <Robert.A.Hudson@dot.nh.gov>
Subject: Middle Street Bike Lane clarification

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Bill

Thank you for participating in last night's City Council meeting. Your input was very helpful in informing the Council on the parameters of acceptable actions that can be pursued to ensure the safety of all users of the roadway. I wanted to follow up to clarify a few of your statements at the meeting.

On the attached graphic of the bike lane plan, the entire bike lane can be seen running from Andrew Jarvis Drive on the left of the plan, to Cabot Street on the right side of the plan. The entire length of the bike lane is 4,850 feet on each side of the roadway, for a total of 9,700 linear feet of bike lane. The section of the corridor containing parking spaces is 1,600 linear feet, on just the west side of the roadway. The parking space section therefore comprises approximately 16% of the entire project length. Parking was removed from the rest of the corridor as part of the project implementation.

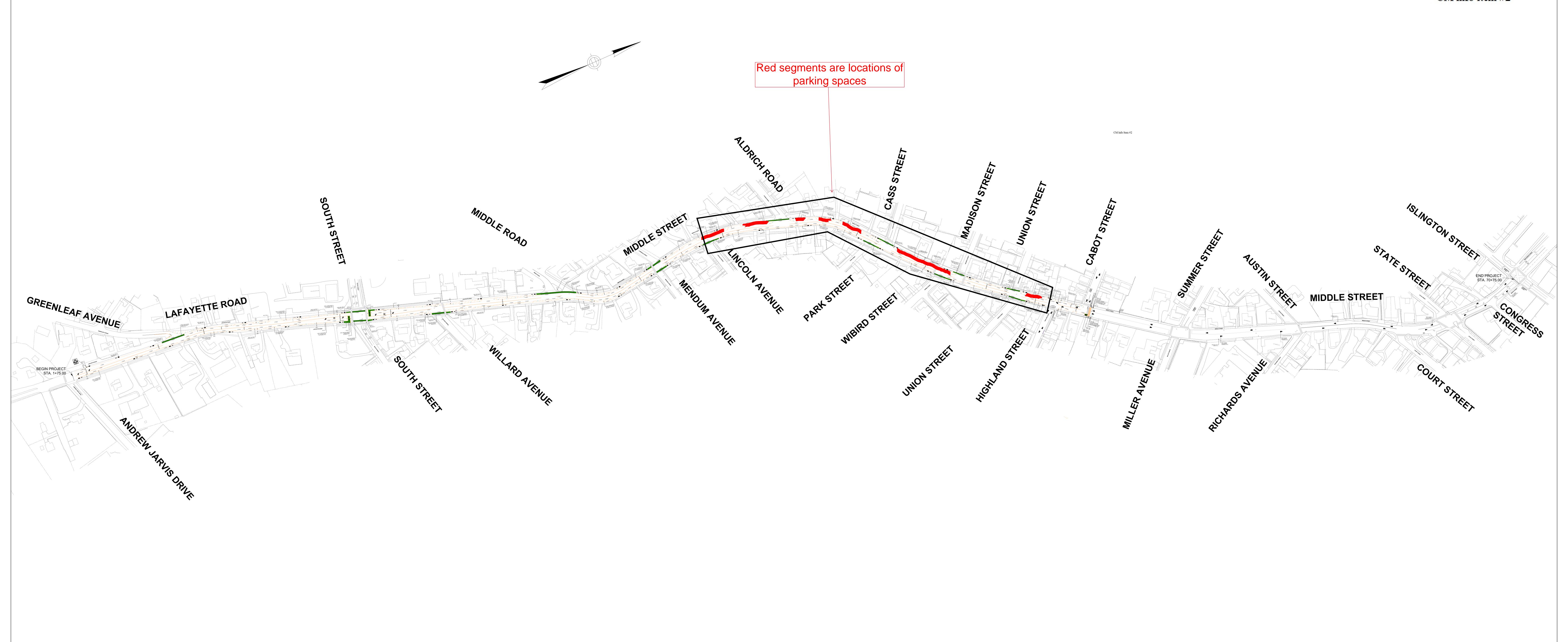
A few of the Councilors last night reiterated that it was their desire to only modify the section of the bike lane that is within the parking spaces area. We had previously reached out to NHDOT staff about that request last summer and I've attached the email correspondence on our communications with your staff. In those emails and in follow-up communication, it was stated that modifications to this section would require the City to payback the federal grant funds unless the design modifications are merited and that we would need to demonstrate safety, environmental or other concerns about specific design details by completing a review and analysis by a qualified engineer. That was the scope of the report completed by Toole Design, which you and your staff reviewed and discussed with us.

In your comments last night, you seemed to indicate that you were not aware that a request had previously been made to modify only a portion of the bike lanes. In order to clear the record with Council, we would ask that you please review the attached plan and, with the Council's request in mind and the conclusions of the Toole report, confirm whether the City would indeed need to payback the entire grant for modifications to only that stretch or under what circumstances NHDOT would consider requiring that only a portion of the grant funds be returned (or none at all). If it would be easier to discuss this via a phone call or Zoom meeting, we would be happy to set that up as well.

Best, Eric

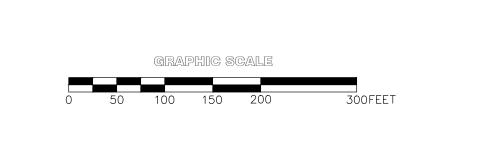
Eric B. Eby, P.E.
Parking and Transportation Engineer
Department of Public Works
City of Portsmouth
680 Peverly Hill Road
Portsmouth, NH 03801
(603) 766-1415

Cell 603-828-6695









Juliet T.H. Walker

From: Willeke, Charles < Charles.Willeke@dot.nh.gov>

Sent: Wednesday, June 3, 2020 12:58 PM

To: Juliet T.H. Walker; Hudson, Robert; Jameson, Tom

Subject: RE: Portsmouth #28757

Hi Bob,

Let's discuss this at staff meeting next Monday, I think FHWA will be there as well. Then we can respond back to Juliet after that.

C.R.

From: Juliet T.H. Walker

Sent: Wednesday, June 03, 2020 12:51 PM

To: Hudson, Robert; Willeke, Charles; Jameson, Tom

Subject: RE: Portsmouth #28757

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Would it be possible to get some preliminary guidance on this question soon? As I said before, it is only a conceptual question at this point, no one has made a formal request for a change.

Juliet T. H. Walker, AICP

Planning Director

Planning Department

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Office Hours: M 8-6, T-Th 8-4:30, F 8-1

From: Hudson, Robert [mailto:Robert.Hudson@dot.nh.gov]

Sent: Tuesday, May 19, 2020 2:49 PM

To: Willeke, Charles <Charles.Willeke@dot.nh.gov>; Jameson, Tom <Tom.Jameson@dot.nh.gov>

Cc: Juliet T.H. Walker < jthwalker@cityofportsmouth.com>

Subject: RE: Portsmouth #28757

Yes. The attached plans show what was built and are asking to make changes noted below

Bob

From: Willeke, Charles < Charles.Willeke@dot.nh.gov>

Sent: Tuesday, May 19, 2020 2:38 PM

To: Hudson, Robert <<u>Robert.Hudson@dot.nh.gov</u>>; Jameson, Tom <<u>Tom.Jameson@dot.nh.gov</u>> **Cc:** Juliet T.H. Walker (<u>jthwalker@cityofportsmouth.com</u>) <<u>jthwalker@cityofportsmouth.com</u>>

Subject: RE: Portsmouth #28757 Bob – one question in highlight below

C.R.

From: Hudson, Robert < Robert.Hudson@dot.nh.gov>

Sent: Tuesday, May 19, 2020 2:27 PM

To: Jameson, Tom < Tom.Jameson@dot.nh.gov ; Willeke, Charles < Charles.Willeke@dot.nh.gov > Cc: Juliet T.H. Walker (ithwalker@cityofportsmouth.com >

Subject: RE: Portsmouth #28757

1

Hi CR/Tom

Juliet provided that attached plans and below are changes.

- Portsmouth #28757 is the project
- Sheets 21 to 26 show bike lane against curb. Buffer between bike lane and travel lane. There is no parking so no change to plans
- Sheets 27 to 30 currently show bike lane against curb, parking, then travel lane. These are the proposed plan changes ←-Do you mean sheets 27 to 30 show what was built and the council is asking to make changes noted below?.
- Sheets 31 to 33 show no bike lane, shared lane with vehicles. No change to plans

Council members are asking if it is possible to move the parking lane to be against curb and bike lane next to travel lane for sheets 27 to 30. The reason for the change is based on input they've received from constituents related to inconvenience, confusion, and perceptions about safety for motor vehicle travelers.

Juliet asked this previously and John indicated that city would need to pay back the federal funds to do this. Council is asking for confirmation of payback of funds.

Juliet said that staff does not support this change.

Bob

From: Jameson, Tom < Tom.Jameson@dot.nh.gov>

Sent: Tuesday, May 19, 2020 10:57 AM

To: Hudson, Robert < Robert. Hudson@dot.nh.gov >; Willeke, Charles < Charles. Willeke@dot.nh.gov >

Subject: RE: Question on Modification to Complete SRTS project

Hi Bob,

For TE we have allowed modifications based on the original intent of the project and what the modifications will do to either change or retain the intent.

I would suggest that she have a conference call with the Department to go over what the proposed change would be. Can you find out what the original project was so we can understand the original intent.

I think it is DOT's call not FHWA.

Tom

From: Hudson, Robert < Robert. Hudson@dot.nh.gov>

Sent: Tuesday, May 19, 2020 10:52 AM

To: Willeke, Charles <Charles.Willeke@dot.nh.gov>; Jameson, Tom <Tom.Jameson@dot.nh.gov>

Subject: FW: Question on Modification to Complete SRTS project

Hi CR/Tom

Don't know which SRTS project that Juliet is referring to. City wants to make modifications to substantially change what was built but John told them that they would need to pay back funds if they did this.

She is asking for where there is federal guidance for this. Do you know the answer?

Thanks Bob

From: Juliet T.H. Walker < jthwalker@cityofportsmouth.com >

Sent: Tuesday, May 19, 2020 9:55 AM

To: Hudson, Robert < Robert < Robert.Hudson@dot.nh.gov>

Subject: Question on Modification to Complete SRTS project

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Bob,

I have been asked by our City Council to confirm whether modifications to substantially change the design of a project that was completed with Federal Safe Routes to School funds and accepted by a prior Council would require that the City forfeit (ie return) those previously awarded Federal funds. This is a question I have previously answered for them in the affirmative after discussing with John Corrigan, but they are asking for confirmation again. Can you answer this for me and/or direct me to someone else either at FHWA or NHDOT that can confirm this for me or perhaps direct me to any federal guidance on this question?

Thanks,

Juliet T. H. Walker, AICP

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Juliet T.H. Walker

From: Hudson, Robert < Robert.Hudson@dot.nh.gov>

Sent: Monday, June 8, 2020 5:00 PM

To: Juliet T.H. Walker

Cc: Willeke, Charles; Watson, Bill

Subject: RE: Portsmouth #2857 SRTS project - request for modifications

Attachments: 66-18 Plans with Const Revisions.pdf

Hi Juliet

Today we discussed your request from City Council to substantially change the design of the Portsmouth #28757 SRTS project that was completed in 2018. We understand that the request is move the parking lane against the curb and the bike lane next to the travel lane. In reviewing the attached plans that you provided, it appears that this would affect sheets 27 to 30. We understand that the reason for the change is based on input City Council has received from constituents related to inconvenience, confusion, and perceptions about safety for motor vehicle travelers.

We do not recommend that the City make this change. We are concerned from a safety standpoint. We had another municipality that constructed a design similar to the design you are proposing. There was a fatality when a car door was opened in front of a bicycle traveling in the bike lane.

I hope this answers your question. Please don't hesitate to contact me if you need any additional information on this matter

Thanks Bob

From: Juliet T.H. Walker

Sent: Tuesday, May 19, 2020 9:55 AM

To: Hudson, Robert

Subject: Question on Modification to Complete SRTS project

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Bob,

I have been asked by our City Council to confirm whether modifications to substantially change the design of a project that was completed with Federal Safe Routes to School funds and accepted by a prior Council would require that the City forfeit (ie return) those previously awarded Federal funds. This is a question I have previously answered for them in the affirmative after discussing with John Corrigan, but they are asking for confirmation again. Can you answer this for me and/or direct me to someone else either at FHWA or NHDOT that can confirm this for me or perhaps direct me to any federal guidance on this question?

Thanks,

Juliet T. H. Walker, AICP Planning Director Planning Department City Hall 1 Junkins Ave

1

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CITY OF PORTSMOUTH LEGAL DEPARTMENT MEMORANDUM

DATE: March 2, 2021

TO: KAREN CONARD, CITY MANAGER

FROM: SUZANNE M. WOODLAND, DEPUTY CITY ATTORNEY

TERRY DESMAIRAS, JR., P.E., CITY ENGINEER

RE: INFORMATIONAL ITEM: GREAT BAY TOTAL NITROGEN GENERAL PERMIT

AND DRAFT INTERMUNICIPAL AGREEMENT, BRIEFING AND BACKGROUND

INFORMATION

This briefing and background information is being provided to the City Council and the public in advance of City staff bringing forward on March 22, 2021, two resolutions for the City Council's consideration. The first resolution addresses the City's need to make a decision by April 1, 2021 to opt-in to the Great Bay Total Nitrogen General Permit ("General Permit"). The second resolution addresses the opportunity to opt-in to an Intermunicipal Agreement with other impacted communities to coordinate and implement certain aspects of the General Permit.

A public meeting with a presentation by staff will be held on this topic on Thursday March 11, 2021 to allow members of the public to learn about the permit and ask questions. This meeting will be recorded for those unable to make the meeting that evening.

Great Bay Total Nitrogen General Permit

The Great Bay Total Nitrogen General Permit ("General Permit") was issued on November 24, 2020. It became effective February 1, 2021. A copy of the permit, without appendices or response to comments, is attached for convenience. Appendices and further information can be found on the Environmental Protection Agency's website at this link:

https://www.epa.gov/npdes-permits/great-bay-total-nitrogen-general-permit

The General Permit is an opt-in permit; the opt-in election date is April 1, 2021. Permittees that do not elect to opt-in will be issued individual permits for their plants requiring limits of technology for nitrogen removal. It is in the best interest of the City to opt-in because individually issued permits with nitrogen limits set at the limit of technology would result in the Pease WWTF being in non-compliance. Rochester, Dover and Newington have already voted to opt-in and other towns and cities have also indicated they are anticipating opting in.

A resolution to opt-in to the General Permit, for consideration by the City Council on March 22, 2021, is attached.

Intermunicipal Agreement for Adaptive Management

In order to accomplish the adaptive management plan and other tasks described in Part 3 of the General Permit, an Intermunicipal Agreement has been drafted to facilitate the coordination and cost-sharing of that work. The draft Agreement is attached. The New Hampshire Attorney General's office has approved the form of the Agreement. The Cities of Dover and Rochester have already voted to enter into the Intermunicipal Agreement along with the Town of Newington.

A resolution to enter into the Intermunicipal Agreement, for consideration by the City Council on March 22, 2021 is attached.

Attachments Summary:

General Permit (without appendices)
Resolution to Opt-in to the General Permit
Intermunicipal Agreement for Adaptive Management
Resolution to Enter into Intermunicipal Agreement

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GREAT BAY TOTAL NITROGEN GENERAL PERMIT FOR WASTEWATER TREATMENT FACILITIES IN NEW HAMPSHIRE

NPDES GENERAL PERMIT: NHG58A000

The Great Bay Total Nitrogen General Permit ("General Permit") covers discharges of nitrogen from Wastewater Treatment Facilities (WWTFs) in the State of New Hampshire listed in Part 1. Parts 2 through 6 contain General Permit provisions, including applicability and coverage requirements, effluent limitations, and monitoring and reporting requirements.

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Appendix I - Standard Conditions

GREAT BAY TOTAL NITROGEN GENERAL PERMIT

NEW HAMPSHIRE GENERAL PERMIT (No. NHG58A000)

In compliance with the provisions of the Federal Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the following General Permit authorizes discharges of nitrogen from wastewater treatment facilities (WWTFs) in New Hampshire to all waters within the Great Bay watershed, unless otherwise restricted, in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

The General Permit shall become effective on the first day of the calendar month immediately following 60 days after signature.

This General Permit authorizes the discharge of nitrogen for all covered facilities. This General Permit will expire at midnight, five (5) years from the last day of the month preceding the effective date.

Signed this 24 day of November, 2020.

/S/ SIGNATURE ON FILE

Ken Moraff, Director Water Division U.S. Environmental Protection Agency 5 Post Office Square – Suite 100 Boston, MA 02109-3912

Part 1 – Applicability and Coverage

1.1 Eligible Discharges

The 13 WWTFs located in New Hampshire that discharge wastewater into a surface water of the Great Bay watershed may be covered by this General Permit. The discharge of all pollutants other than nitrogen shall continue to be covered under each WWTF's individual NPDES permit, including discharges of ammonia. These eligible Permittees are listed below with their corresponding General Permit tracking number and their individual NPDES permit number, for reference.

Table 1 - List of Subject Facilities

Table 1 - Elst of Subject Facilities				
Wastewater	General Permit	Individual NPDES		
Treatment Facility	Tracking Number	Permit Number		
Rochester	NHG58A001	NH0100668		
Portsmouth	NHG58A002	NH0100234		
Dover	NHG58A003	NH0101311		
Exeter	NHG58A004	NH0100871		
Durham	NHG58A005	NH0100455		
Somersworth	NHG58A006	NH0100277		
Pease ITP	NHG58A007	NH0090000		
Newmarket	NHG58A008	NH0100196		
Epping	NHG58A009	NH0100692		
Newington	NHG58A010	NHG581141 ¹		
Rollinsford	NHG58A011	NH0100251		
Newfields	NHG58A012	NH0101192		
Milton	NHG58A013	NH0100676		

The Newington WWTF is currently authorized to discharge under the General Permit for the Discharge of Wastewater from Certain Publicly Owned Treatment Works Treatment Plants (POTW Treatment Plants) and Other Treatment Works Treating Domestic Sewage in the State of New Hampshire.

1.2 Geographic Coverage Area

Facilities authorized by this General Permit may discharge nitrogen into Class B waters of the Great Bay watershed in the State of New Hampshire, except as provided in Section 1.3, immediately below, unless otherwise restricted by the State Water Quality Standards, New Hampshire RSA 485-A:8 (or as revised) and the New Hampshire Code of Administrative Rules, Chapter Env-Wq 1700 (or as revised).

1.3 Limitations on Coverage

Discharges from facilities not listed in Part 1.1 above are excluded from coverage under this General Permit. Discharges from non-WWTF outfalls are excluded from coverage under this General Permit. Discharges to Class A waters are excluded from coverage under this General Permit.

Part 2 – Effluent Limitations and Monitoring Requirements

2.1 Effluent Limitations and Monitoring Requirements

During the period beginning on the effective date of the authorization to discharge under the permit and lasting through expiration of the permit, each Permittee is authorized to discharge nitrogen from wastewater treatment facilities to the state's Class B receiving waters through each facility's designated outfall for treated wastewater effluent. Each outfall discharging wastewater shall be limited and monitored as specified in Table 2 below.

Table 2 - Effluent Limitations and Monitoring Requirements

	Effluent Limitations	Year-Round Reporting Requirements			Year-Round Monitoring Requirements ^{1,2}		
Wastewater Treatment	Total Nitrogen	Total Nitrogen		Total Kjeldahl Nitrogen	Nitrate + Nitrite Nitrogen		
Facility	Rolling Seasonal Average (lb/day) ^{3,4}	Monthly Average (lb/day) ⁵	Monthly Average (mg/L) ⁵	Monthly Average (mg/L) ⁵	Monthly Average (mg/L) ⁵	Monitoring Frequency	Sample Type ⁶
Rochester	198	Report	Report	Report	Report	1/week	Composite
Portsmouth ⁷	248	Report	Report	Report	Report	1/week	Composite
Dover	167	Report	Report	Report	Report	1/week	Composite
Exeter	106	Report	Report	Report	Report	1/week	Composite
Durham	59	Report	Report	Report	Report	1/week	Composite
Somersworth	92	Report	Report	Report	Report	1/week	Composite
Pease ITP ⁷	93	Report	Report	Report	Report	1/week	Composite
Newmarket	30	Report	Report	Report	Report	1/week	Composite
Epping	43	Report	Report	Report	Report	1/week	Composite
Newington	15	Report	Report	Report	Report	1/week	Composite
Rollinsford	Report ^{8,9}	Report	Report	Report	Report	1/week	Composite
Newfields	16	Report	Report	Report	Report	1/week	Grab
Milton	Report ^{8,9}	Report	Report	Report	Report	1/week	Grab

Footnotes:

- 1. Effluent samples shall yield data representative of the discharge. A routine sampling program shall be developed in which samples are taken at the same location, same time and same days of the week each month. Occasional deviations from the routine sampling program are allowed, but the reason for the deviation shall be documented in correspondence appended to the applicable discharge monitoring report. The Permittees shall report the results to the Environmental Protection Agency Region 1 (EPA) and the State of any additional testing above that required herein, if testing is in accordance with 40 Code of Federal Regulations (CFR) Part 136.
- 2. In accordance with 40 CFR § 122.44(i)(1)(iv), the Permittees shall monitor according to

sufficiently sensitive test procedures (*i.e.*, methods) approved under 40 CFR Part 136 or required under 40 CFR chapter I, subchapter N or O, for the analysis of pollutants or pollutant parameters. A method is "sufficiently sensitive" when: 1) The method minimum level (ML) is at or below the level of the effluent limitation established in the permit for the measured pollutant or pollutant parameter; or 2) The method has the lowest ML of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR chapter I, subchapter N or O for the measured pollutant or pollutant parameter. The term "minimum level" refers to either the sample concentration equivalent to the lowest calibration point in a method or a multiple of the method detection limit (MDL), whichever is higher. Minimum levels may be obtained in several ways: They may be published in a method; they may be based on the lowest acceptable calibration point used by a laboratory; or they may be calculated by multiplying the MDL in a method, or the MDL determined by a laboratory, by a factor.

- 3. The limit is a seasonal load limit (in units of average pounds per day) and shall be reported as a rolling average. The value will be calculated as the arithmetic mean of the monthly average load (in lb/day) for the reporting month and the monthly average loads (in lb/day) of the previous six months from April 1st through October 31st of each year (*i.e.*, rolling 7-month average). For example, the rolling average load for April 2022 will be the average of the monthly average loads for April 2022 and May through October of 2021.
- 4. These limits are subject to change by operation of the provision in Part 2.2 below.
- 5. Total Nitrogen concentration shall be calculated from the sum of total Kjeldahl nitrogen (TKN) and nitrate + nitrite analyses of concurrently collected samples. The method used for each parameter must have a minimum level (ML) less than or equal to 0.25 mg/L. If any results are below the ML, a value of zero for that parameter shall be used for calculating total nitrogen. The results of these analyses shall be used to calculate both the concentration and mass loadings of total nitrogen. The total nitrogen monthly average mass loading reported each month shall be calculated as follows: Total Nitrogen (lb/day) = average monthly total nitrogen concentration (mg/L) * average monthly flow (MGD) * 8.345.
- 6. Each composite sample will consist of at least twenty-four (24) grab samples taken during one consecutive 24-hour period, either collected at equal intervals and combined proportional to flow or continuously collected proportional to flow.
- 7. The City of Portsmouth is the operator for both the Portsmouth and Pease ITP wastewater treatment facilities. The City shall report the rolling annual average load from each facility and compliance will be based on the sum of the discharges compared to the total load allocation of 341 lb/day (*i.e.*, 248 lb/day for Portsmouth plus 93 lb/day for Pease ITP).
- 8. During the first 24 months from the effective date of the authorization to discharge under the permit, the Towns of Milton and Rollinsford shall monitor and report only. After 24 months from the effective date of the authorization to discharge under the permit, effluent limits for these POTWs will be established as the average load, in lb/day, from the initial 14 growing season months (*i.e.*, all months between April 1st and October 31st within the first 24 months).
- 9. During the first 24 months from the effective date of the authorization to discharge under the permit, the Towns of Milton and Rollinsford shall continue to implement normal operation of their existing wastewater treatment facilities, including, but not limited to, utilizing all available equipment for nitrogen removal and maintaining standard septage receiving practices. The facilities shall be operated without allowing for any significant increase in the nitrogen load. Each Town shall submit a report 24 months from the effective date of the authorization to discharge under the permit, certifying that they have fulfilled this condition and describing their

efforts. The report shall be submitted as an electronic attachment to the monthly DMR as specified in Part 5.2 below.

2.2 Septic System or Private Sewer System Tie-In Provision

A Permittee may request an increase in its permitted load upon successful completion of septic system or private sewer system tie-in projects. EPA will review these requests and, if they meet the criteria set forth below, will increase the load limits as specified below in the next reissuance of this General Permit. These requests must include the following:

- 1. A description of the projects, confirming that the proposed septic system or private sewer system existed prior to the effective date of the General Permit;
- 2. An analysis of the expected decrease in delivered total nitrogen load to the Great Bay estuary (*i.e.*, the entire 21 square mile estuary) resulting from removal of the septic system or private sewer system. This analysis shall include a description of the methods used to estimate the decreased nitrogen load based on scientifically defensible values for:
 - a. decrease in wastewater flow into septic system or private sewer system (based on per capita wastewater generation, average house occupancy, etc.),
 - b. septic system or private sewer system effluent concentration, and
 - c. decrease in delivered load from existing system after nitrogen attenuation expected in septic systems or private sewer system, leach fields, and downgradient groundwater and surface water travel;
- 3. An analysis of the expected increase in delivered total nitrogen load from the POTW to the Great Bay estuary (*i.e.*, the entire 21 square mile estuary) resulting from the tie-in of the septic system or private sewer system. This analysis shall include a description of the methods used to estimate the increased nitrogen load based on scientifically defensible values for:
 - a. increase in POTW wastewater flow (based on per capita wastewater generation, average house occupancy, etc. and on a growing season average basis),
 - b. effluent total nitrogen concentration from POTW (*i.e.*, after treatment and on a growing season average basis),
 - c. increase in effluent total nitrogen load from POTW (*i.e.*, [the increased POTW flow, in MGD] x [the effluent concentration, in mg/L] x 8.345, on a growing season average basis)
 - d. increase in POTW delivered load (i.e., after attenuation, if applicable)
- 4. The requested increase in the POTW's load limit (*i.e.*, in lb/day and on a growing season average basis) such that the overall total nitrogen load to the Great Bay estuary does not increase. This value shall be specified as either the value presented in subpoint 2.c or subpoint 3.c., whichever is smaller.

For example, if removal of a septic system is expected to decrease the delivered load by 20 lb/day (subpart 2.c) and is expected to increase the POTW effluent load by 10 lb/day (subpart 3.c), the allowable increase in the load limit is 10 lb/day. On the other hand, if removal of a

septic system is expected to decrease the delivered load by 10 lb/day (subpart 2.c) and is expected to increase the POTW effluent load by 20 lb/day (subpart 3.c), the allowable increase in the load limit is 10 lb/day.

EPA regards this provision as an extension of the load limits and it is intended to operate in conjunction with the load limits (*i.e.*, a mechanism to adjust the load limits within the framework of the General Permit).

Part 3 – Adaptive Management Framework Voluntary Submittal

This General Permit is one aspect of the adaptive management framework. The other elements of the adaptive management framework include ambient monitoring, pollution tracking, reduction planning, and review. Implementation of adaptive management includes collaboration between EPA, the State of New Hampshire, and public, private, and commercial stakeholders. The following provision allows Permittees the option, at their election, to be involved in this collaboration, by submitting a detailed proposal, as specified below.

- 1. Within 180 days of the effective date of the permit, the permittees may, at their election, submit a proposal to EPA that outlines:
 - a. The approach to monitor the ambient water quality in the Great Bay estuary to determine progress and trends.
 - b. The method(s) to track reductions and additions of total nitrogen over the course of the permit.
 - c. An outline/plan for overall source reductions of total nitrogen over the course of the permit.
 - d. An inclusive and transparent process for comprehensively evaluating any significant scientific and methodological issues relating to the permit, including the choice of a load-based threshold of 100 kg ha⁻¹ yr⁻¹ versus any other proposed threshold, including a concentration-based threshold of 0.32 mg/L. This submission shall include detailed milestones culminating in submission of a report to EPA for inclusion in the administrative record for permit renewal. That report shall be completed prior to expiration of the permit term and shall indicate whether the New Hampshire Department of Environmental Services (NHDES) concurs with the findings.
 - e. A proposed timeline for completing a Total Maximum Daily Load (TMDL) for Total Nitrogen in Great Bay and for submitting it to EPA for review and approval.
- 2. Permittees may, at their election, submit this proposal jointly or separately. EPA encourages permittees to consult with NHDES, the Piscataqua Region Estuaries Partnership (PREP) and other interested parties in advance of their proposed submission(s).

Part 4 – Opportunity to Obtain Authorization to Discharge

To obtain coverage under the General Permit, a Notice of Intent (NOI) must be submitted to EPA within 60 days of the effective date of the General Permit.

To obtain coverage under the General Permit, facilities identified in Part 1.1 of this General Permit may, at their election, submit a NOI to EPA within 60 days of the effective date of the General Permit in accordance with 40 CFR § 122.28(b)(2)(i) & (ii). The contents of the NOI shall include at a minimum, the legal name and address of the owner or operator, the facility name and address, type of facility or discharges, the receiving stream(s) and be signed by the operator in accordance with the signatory requirements of 40 CFR § 122.22, including the certification statement found at § 122.22(d), as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

All NOIs must be submitted within 60 days from the effective date of the General Permit to EPA either electronically to R1NPDESReporting@epa.gov (Note: electronic submittals must include electronic signature) or physically to the following address:

United States Environmental Protection Agency
ATTN: Municipal Permits Section
5 Post Office Square – Suite 100
Mail Code – 06-1
Boston, Massachusetts 02109-3912

Authorization to discharge will be effective upon the date indicated in written notice from EPA. The nitrogen requirements in this General Permit, once effective, will authorize the discharge of nitrogen for each Permittee. All other pollutants will continue to be regulated by the current, or administratively continued, individual permits until such permits are reissued in the future.

The Towns of Exeter and Newmarket have effluent limits for total nitrogen in their individual permits, which are both expired. Both permittees have submitted a timely application for permit renewal and the General Permit represents the reissuance of the authorization to discharge for nitrogen only. As a precondition to obtaining authorization to discharge under the General Permit, Exeter and Newmarket's authorization to discharge nitrogen pursuant to their individual permits will be removed using appropriate procedures under Part 124. While Exeter and Newmarket must submit a NOI within 60 days from the effective date of the General Permit should either wish to obtain coverage, EPA's confirmation of coverage will be subject to completion of appropriate Part 124 proceedings.

Part 5 – Monitoring, Recordkeeping and Reporting Requirements

The approved analytical procedures found in 40 CFR Part 136 shall be used unless other procedures are explicitly required in the permit. The Permittees shall monitor and report sampling results to EPA and NHDES within the time specified within the permit.

Unless otherwise specified in this permit, the Permittees shall submit reports, requests, and

information and provide notices in the manner described in this section.

5.1 Submittal of DMRs Using NetDMR

Upon the effective date of the authorization to discharge under the General Permit, each Permittee shall submit monthly effluent monitoring data in discharge monitoring reports (DMRs) to EPA and NHDES electronically using NetDMR no later than the 15th day of the month following the completed reporting period. Permittees shall submit DMRs and reports required under this permit electronically to EPA using NetDMR. NetDMR is accessible through EPA's Central Data Exchange at https://cdx.epa.gov. When the Permittee submits DMRs using NetDMR, it is not required to submit hard copies of DMRs to EPA or NHDES.

5.2 Submittal of Reports as NetDMR Attachments

Reports required in this General Permit shall be submitted electronically as a NetDMR attachment. Since the due dates for reports described in this permit may not coincide with the due date for submitting DMRs (which is no later than the 15th day of the month), a report submitted electronically as a NetDMR attachment shall be considered timely if it is electronically submitted to EPA using NetDMR with the next DMR due following the particular report due date specified in this permit.

Part 6 – Administrative Requirements

6.1 Termination of Operations

Permittees shall notify EPA, with a copy to NHDES, in writing with any request to terminate the authorization to discharge under this General Permit, at the addresses listed below.

U.S. Environmental Protection Agency Region I
Enforcement Appliance and Assurance Division (ECAD)
Water Technical Unit (04-SMR)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

New Hampshire Department of Environmental Services Water Division, Wastewater Engineering Bureau 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095

6.2 Continuation of this General Permit after its Expiration

If this General Permit is not reissued or replaced prior to the expiration date, it will be administratively continued in accordance with the Administrative Procedure Act (5 U.S.C. 558(c)) and 40 CFR § 122.6) and remain in force and in effect for discharges that were authorized prior to expiration. Any Permittee who was granted permit coverage prior to the expiration date will automatically remain covered by the continued permit until the earliest of:

2020 General Permit Page 10 of 10

- 1. Authorization under a reissuance of this General Permit; or
- 2. The Permittee's submittal of a Notice of Termination; or
- 3. Issuance of an individual permit for the Permittee's discharge of nitrogen; or
- 4. A formal permit decision by EPA not to reissue this General Permit, at which time the Permittee must seek coverage for the discharge of nitrogen under an alternative General Permit or an individual permit.

If a facility is not notified by EPA that is it covered under a reissued permit, or does not submit a timely, appropriate, complete, and accurate NOI requesting authorization to discharge under the reissued permit, or a timely request for authorization under an individual or alternative General Permit, authorization under this permit will terminate on the effective date of the reissued permit, unless otherwise specified in the reissued permit.

6.3 State Adoption of Permit

This NPDES permit is issued by the EPA under Federal law. Upon final issuance by the EPA, the NHDES may adopt this permit, including all terms and conditions, as a State permit pursuant to RSA 485-A:13. Each agency shall have the independent right to enforce the terms and conditions of this permit. Any modification, suspension or revocation of this permit shall be effective only with respect to the agency taking such action and shall not affect the validity or status of the permit as issued by the other agency, unless and until each agency has concurred in writing with such modification, suspension or revocation.

CITY OF PORTSMOUTH PORTSMOUTH, NEW HAMPSHIRE

TWO THOUSAND TWENTY-ONE

Resolution Re:	Approval to Submit a Notice of Intent to Obtain Coverage

RESOLUTION #

under the Great Bay Total Nitrogen General Permit

WHEREAS, the City of Portsmouth operates the Pierce Island Wastewater Treatment Facility ("Pierce Island WWTF") and the Pease Wastewater Treatment Facility ("Pease WWTF"); and

WHEREAS, the Pierce Island WWTF operates as a secondary treatment plant that utilizes a biological aerated filter system and provides nitrogen removal; the facility has a design flow of 6.1 million gallons per day (mgd) and discharges the treated effluent to the Piscataqua River; and

WHEREAS, the Pease Wastewater Treatment Facility operates as a secondary treatment plant, discharging to the Piscataqua River, that utilizes a sequencing batch reactor system; the facility has a design flow of 1.2 million gallons per day (mgd) and is planned for a capacity and treatment upgrades; and

WHEREAS, the Peirce Island WWTF and the Pease WWTF are both regulated under the federal Clean Water Act and each subject to an individual National Pollution Discharge Elimination System Permit (NPDES) issued by the Environmental Protection Agency (EPA); and

WHEREAS, on November 24, 2020, EPA Region 1 issued the final Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire ("General Permit") with an effective date of February 1, 2021; and

WHEREAS, the General Permit sets nitrogen load limits for 13 New Hampshire wastewater treatment facilities discharging to the Great Bay Estuary including the Peirce Island WWTF and the Pease WWTF; and

WHEREAS, the General Permit allows for facilities covered by this General Permit to opt-in to coverage by submitting a Notice of Intent to EPA no later than April 1, 2021; and

WHEREAS, facilities that opt-in to the General Permit are required to participate in the development and implementation of an adaptive management plan, which would include opportunities to study and work with regulators toward scientific monitoring,

development of nitrogen source reduction strategies, and eventual nutrient load capacity determinations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND PORTSMOUTH CITY COUNCIL THAT:

The City Manager or designee is authorized to sign and submit a Notice of Intent and take all necessary steps to obtain coverage for the City of Portsmouth and its Peirce Island WWTF and Pease WWTF pursuant to the General Permit issued by the EPA, in accordance with applicable requirements.

This Resolution shall take effect upon passage.	
	Approved:
	Rick Becksted, Mayor
Adopted by the City Council, 2021	
Kelli L. Barnaby, City Clerk	

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

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

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

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

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

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

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

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

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

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

WHEREAS, RSA 53-A:1 permits "...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and

counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities";

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

I. **DEFINITIONS**

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

II. PURPOSE OF THIS AGREEMENT

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

III. DURATION OF AGREEMENT

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

IV. **MEMBERS**

A. <u>Membership.</u> The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by

executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment 2 to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

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

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

V. **EXECUTIVE BOARD**

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

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this Agreement is made. At-Large Executive Board Members must be Permittees.

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

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

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

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

VI. **MEETINGS**

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

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

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

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

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

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

VII. WORK AND COST -SHARING

- A. <u>Initial Water Quality Work</u>. The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. Participation in Water Quality Monitoring, Data Gathering and Analysis.

 Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. Recommended Annual Contribution for Monitoring. The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

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

VIII POLLUTION TRACKING

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

IX. **TERMINATION**

- A. <u>Mutual Agreement</u>. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term. A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member gives notice of termination. Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any

- Member's withdrawal through their authorized agents who have executed this Agreement.
- D. <u>Appeal of General Permit.</u> This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

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

XI. OTHER

- A. <u>Amendment</u>. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.
- B. <u>Authority.</u> All Members undersigned represent and agree that they have the authority to enter into this Agreement.
- C. <u>Notices</u>. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.
- Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- E. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.
- F. <u>Separate Document.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Compliance with RSA 53-A:

- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.
- Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the

agreement is in proper form and compatible with the laws of this state.

- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH
 Department of Revenue Administration as a condition precedent to
 its entry into force.

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

Dated this	day of	, 2021.
		CITY OF ROCHESTER
		By:Blaine Cox, City Manager
Dated this	day of	, 2021.
		CITY OF DOVER
		By: J. Michael Joyal, Jr., City Manager
Dated this	day of	, 2021.
		CITY OF PORTSMOUTH
		By: Karen S. Conard, City Manager

CITY OF PORTSMOUTH PORTSMOUTH, NEW HAMPSHIRE

TWO THOUSAND TWENTY-ONE

RESOLUTION # _	
Resolution Re:	Approval to Enter an Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary

WHEREAS, the City of Portsmouth operates the Peirce Island Wastewater Treatment Facility ("Peirce Island WWTF") and the Pease Wastewater Treatment Facility ("Pease WWTF"); and

WHEREAS, the Peirce Island WWTF operates as a secondary treatment plant that utilizes a biological aerated filter system and provides nitrogen removal; the facility has a design flow of 6.1 million gallons per day (mgd) and discharges the treated effluent to the Piscataqua River; and

WHEREAS, the Pease Wastewater Treatment Facility operates as a secondary treatment plant, discharging to the Piscataqua River, that utilizes a sequencing batch reactor system; the facility has a design flow of 1.2 million gallons per day (mgd) and is planned for a capacity and treatment upgrades; and

WHEREAS, the Peirce Island WWTF and the Pease WWTF are both regulated under the federal Clean Water Act and each subject to an individual National Pollution Discharge Elimination System Permit (NPDES) issued by the Environmental Protection Agency (EPA); and

WHEREAS, on November 24, 2020, EPA Region 1 issued the final Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire ("General Permit") with an effective date of February 1, 2021; and

WHEREAS, the General Permit sets nitrogen load limits for 13 New Hampshire wastewater treatment facilities discharging to the Great Bay Estuary including the Peirce Island WWTF and the Pease WWTF; and

WHEREAS, the General Permit allows for facilities covered by this General Permit to opt-in to coverage by submitting a Notice of Intent to EPA no later than April 1, 2021; and

WHEREAS, the City has elected to opt-in to the General Permit as reflected in a Resolution entitled Approval to Submit a Notice of Intent to Obtain Coverage under the Great Bay Total Nitrogen General Permit adopted by the City Council; and

WHEREAS, facilities that opt-in to the General Permit are required to participate in the development and implementation of an adaptive management plan, which would include opportunities to study and work with regulators toward scientific monitoring, development of nitrogen source reduction strategies, and eventual nutrient load capacity determinations; and

WHEREAS, NH RSA 53-a:1 permits municipalities to enter into intermunicipal agreements in their mutual benefit; and

WHEREAS, in order to more effectively and efficiently collaborate for the development and implementation of an adaptive management plan and to meet the obligations and opportunities of Part 3 of the General Permit, staff of the Cities of Dover, Rochester and Portsmouth have prepared an Intermunicpal Agreement for the Development of an Adaptive Water Quality Management Plan for Great Bay Estuary that meets the requirements of RSA Chapter 53-A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND PORTSMOUTH CITY COUNCIL THAT:

The City Manager is authorized to execute the Intermuicipal Agreement, either as drafted or as may be revised, so long as the final agreement contains substantially the same form and terms as the current draft. The City Manager is further authorized to take such actions as may be necessary to fulfill the City's obligations under the Intermunicipal Agreement within the limits of appropriations for this and future fiscal years.

This Resolution shall take effect upon pas	sage.
	Approved:
	Rick Becksted, Mayor
Adopted by the City Council, 2021	
Kelli L. Barnaby, City Clerk	