

# CITY COUNCIL MEETING

Remote Meeting via Zoom Conference Call

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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, APRIL 19, 2021**

**TIME: 6:00PM**

## AGENDA

**I. 6:00PM - WORK SESSION RE: PIERCE ISLAND MASTER PLAN**

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**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 – MARCH 15, 2021**

**VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

1. \*Recognition of Bram Hepburn – NH DOT Bridge Operator

**IX. PUBLIC COMMENT SESSION – (*Via Zoom*)**

**X. PUBLIC DIALOGUE SUMMARY [when applicable] - **POSTPONED****

**XI. PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

First Reading of Ordinance:

- A. First Reading of Ordinance amending Chapter 7, Article IX, Section 7.901 – PENALTIES, FORFEITURES AND SEPARABILITY

**XII. MAYOR BECKSTED**

*(There are no items under the Mayor's name this evening)*

**XIII. CITY COUNCIL MEMBERS**

**A. ASSISTANT MAYOR SPLAINE**

1. \*Portsmouth Outdoors, Year-round

## **B. COUNCILOR McEACHERN**

1. \*Update from the Recreation Board and recommendations of the 'Stump Dump' as preferred skate park location

## **C. COUNCILOR LAZENBY**

1. Request for Public Placement of PFAS Health Study Lawn Signs (***Sample motion – move that the City Council approve placement on City property of lawn signs related to the CDC/ATSDR PFAS Health Study for a period of up to three months beginning April 20, 2021. The signs will measure 24”L x 18”H with graphics as contained in the attached document. Signs will be provided at no cost to the City of Portsmouth and will be placed by Pease CAP volunteers in locations approved by City staff. At the end of the approved period, all sign materials will be retrieved by Pease CAP volunteers***)
2. Request for Public Hearing Related to Indigenous Peoples' Day (***Sample motion – move to schedule a public hearing for the City of Portsmouth to recognize Indigenous Peoples' Day each year instead of what has been typically designed by the State of New Hampshire as Columbus Day***)
3. Planted for the Planet – Earth Day 2021

## **D. COUNCILOR KENNEDY**

1. Presentation regarding Skateboard Park Improvements
2. \*Skate Board Park (***Sample motion – move that the Portsmouth City Council have the City Manager put out an RFP and Fund using federal and/or state funds a Skate Board Park and a community recreation field. Given the recreational board recommendation, this park will be placed in the area that we now call the Portsmouth Stump Dump off of Route 33***)
3. \*Blue Ribbon Committee (***Sample motion – move to ask the Mayor to set up a Blue Ribbon Committee to include six individuals and one city councilor to support the city in the creation of the Portsmouth skate board park***)

## **E. COUNCILOR HUDA**

1. \*New Auditor RFP and Mayor's Blue Ribbon Audit Committee Status Report
2. Bond Issuance (***Sample motion – move for a report back from the City Manager to residents and City Council on the recently completed Bond Issuance of approximately \$30 Million***)

***(In preparation for the Council Session on Bonds – Date to be provided)***

***The purpose of this report is for the residents to see what projects are going to be funded by the issuance of these bonds and for the staff to provide the residents with the “Best Estimate Timeline” for the projects that are important to each neighborhood***

***This report should include the following:***

- ***CIP Projects Funded by the new Bond Issuance Including:***
- ***Name***
- ***Amount***
- ***Timeline***

- **Project Estimated Start Date**
- **If an ongoing project – Please include the current % complete status of the project to be funded (i.e. what phase of the project is this bond funding – Phase 1 – 2 – 3 or the remaining 40% of Phase 1)**
- **Other relevant data that would assist residents in following their CIP projects**

#### **F. COUNCILOR TRACE**

1. **\*Intersection at Congress (*Sample motion – move for a report back from City Staff on plans to resequence the traffic signals / pedestrian signals at Congress Street intersection at junction of Islington/Maplewood/Middle Street. The current lights being of serious concern to both vehicle and pedestrian traffic. It needs to be fixed now.*)**

#### **XIV. APPROVAL OF GRANTS/DONATIONS**

- A. **\*Acceptance of a Donation to the Portsmouth Fire Department in memory of Vernon Boardman - \$150.00 (*Sample motion – move to accept and approve a Donation in memory of Vernon Boardman to the Portsmouth Fire Department for \$150.00*)**

#### **XV. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION**

##### **A. CITY MANAGER CONARD**

##### **City Manager’s Items Which Require Action:**

1. South Church Temporary Construction License and License Fee Waiver Request
2. One Year Extension of Portsmouth Public Media Inc.’s (PPMtv) Lease of the South Meeting House
3. Lafayette Trail Interpretive Marker Proposal
4. \*Request to Manage Contract for Seacoast Stormwater Coalition
5. Portsmouth Brewery and Gaslight Temporary License for Relocating Dumpsters to Public Parking Lot
6. Tuscan Market Request for Sidewalk Café License
7. FY21 Bond Rescinding Resolution

#### **XVI. CONSENT AGENDA**

- A. Letter from Sara Curry requesting permission to hold Summer Yoga Series in Prescott Park on Tuesday’s at Noon from June through August (***Anticipated action – move to refer to the City Manager with Authority to Act***)

- B. Letter from JerriAnne Boggis, Black Heritage Trail of New Hampshire, requesting permission to hold the annual Juneteenth Celebration on Saturday, June 19, 2021 at 3:00 p.m. at the African Burying Ground Memorial (***Anticipated action – move to refer to the City Manager with Authority to Act***)

**XVII. PRESENTATION & CONSIDRATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Presentation and Report Back on Peverly Hill Road Complete Street Project
- C. Presentation from Peter Somssich regarding Real-Time Monitoring in NH of Radioactive Emissions in the 10-Mile Evacuation Planning Zone around the Seabrook Nuclear Facility
- D. Letter from Julia & Abigail Gindele, regarding 105 Bartlett Street Proposal
- E. Request by Paul & Kimi Gormley of 56 Salter Street for expansion of tidal docking structure within the Salter Street ROW and ROW setback

**XVIII. CITY MANAGER'S INFORMATIONAL ITEMS**

- 1. Report Back on Spinnaker Point as Requested by Assistant Mayor Splaine 4/5/2021
- 2. Reimbursement for COVID-19 Vaccination Efforts

**XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

**XX. ADJOURNMENT [at 10:30 p.m. or earlier]**

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

*\*Indicates verbal report*



## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: MONDAY, MARCH 15, 2021

PORTSMOUTH, NH  
TIME: 6:30PM [or thereafter]

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This meeting was continued from the March 8, 2021 meeting which was not completed.

Mayor Becksted recited that this is a Remote Meeting via Zoom Conference Call. 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 location. All votes will be by roll call.

### **III. CALL TO ORDER**

At 6:30 p.m. Mayor Becksted called the meeting to order.

### **IV. ROLL CALL**

**PRESENT:** Mayor Becksted, Assistant Mayor Splaine, Councilors McEachern, Whelan, Lazenby, Kennedy (6:50 p.m.); Huda, Tabor and Trace

### **V. INVOCATION**

Mayor Becksted asked for a moment of silent prayers.

### **VI. PLEDGE OF ALLEGIANCE**

Mayor Becksted ledge in the Pledge of Allegiance to the Flag.

### **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

Councilor Huda spoke regarding what capital is in accordance with the CAFR. She asked about the placement of some items in the CIP and spoke to various projects. Discussion centered on improvements that are necessary in City Hall.

Councilor Tabor spoke regarding funding for a new police station. Public Works Director Rice said \$2.8 million is for the final design and a site needs to be selected first. Police Chief Newport spoke to the space needs design that was done which would plan for the future needs of the department. He said a study is being conducted on sites available, and once identified a number could be put in its place. He stated the number this year is for identification purposes for future years. Councilor Kennedy said she finds the figure to be quite high for a study. Chief Newport stated it is for a design.

Councilor Huda asked what is the realistic time frame for getting the project completed. Public Works Director Rice said design, purchase of land, and construction could take three years. He also indicated that the cost of the project at this point is conservative.

Police Chief Newport said we have requests for \$42 million and the City Council needs to have a serious discussion on what they're planning to do for the future. He spoke to current upgrades needed to the building which is estimated to be \$400,000.00. He said they need a new facility currently but are at a minimum of three years out to move to another facility. Councilor Kennedy said we need to look at what point does the City Council have a public conversation on a new facility and also what the public would like to see for a safety hub.

Discussion followed on the cost relating to the Pease Wastewater Facility. Public Works Director Rice said upgrades are needed to address the needs of the facility. Councilor Whelan asked if Lonza will help pay the \$12 million for the upgrades needed. City Engineer Desmarais said that is a separate discussion. Councilor Trace asked City Engineer Desmarais if we need to increase the size of the facility due to Lonza. City Engineer Desmarais said yes, and that we are looking long term for the facility.

Councilor Trace asked about the Mechanic Street pump station. City Engineer Desmarais said the goal was to upgrade the station at a total of \$10 million but the costs are more like \$15 million. He further stated we are trying to extend the life span of the building for another 10 years.

Councilor Huda asked about Hanover parking improvements. Public Works Director Rice said funds need to be authorized to bid the entire project and award the contract. Mayor Becksted said he would not like to see construction begin until after Columbus Day.

Discussion followed regarding funding for the McIntyre. Councilor Lazenby spoke regarding redevelopment costs for the McIntyre but there are no costs or place holder for those and asked why they are not in the CIP. Councilor Whelan said we are under threat of litigation and we do not know what that number is but placing a number in there is not a productive exercise for the City or project.

Councilor Kennedy said she would like to remove the funding for the way finding system. She also asked for a list of where we are in sidewalk improvements. She stated she would like a timeline for when sidewalks would be repaired which would show that everyone is getting the same attention paid to their neighborhoods.

Councilor Trace advised Public Works Director Rice that she would make a motion to bring the Islington Street Improvement for Phase II forward.

Councilor Kennedy asked for the City Council to send the list of projects by title they would like to move out of the plan. Councilor McEachern asked that the list be shared with the City Council as a file to read through and make any changes that are necessary.

Mayor Becksted read the legal notice, declared the public hearing open and called for speakers.

Mark Brighton said never has he seen a Capital Improvement Plan reviewed like this. He thanked Councilors Huda and Kennedy for bringing the funding request down and that this process has been transparent.

Erik Anderson also thanked Councilors Huda and Kennedy for breaking down the CIP and working on the best policy for planning for the City. He said there are some issues he sees with a great portion of the CIP having projects that would require bonding. He stated he would like to see a policy and procedure created for the oversight of bonding.

Andrew Bagley said he would like to see the Islington Street project funding move forward into FY22. He asked that the list of projects be publicized on the website. He also indicated he would like a place holder put into the CIP for the McIntyre project.

Craig Welch, Portsmouth Housing Authority Executive Director, said the staff is outstanding and the presentation was impressive. He said the City is very lucky to have this staff. He addressed the Court Street project for a pedestrian park improvements that are needed.

Robin Husslage said she would like the Islington Street project moved up for funding in FY22.

**Councilor Kennedy moved to continue the public hearing to Monday, March 22, 2021. Seconded by Councilor Huda.**

**On a unanimous roll call vote 9-0, motion passed.**

**Councilor Kennedy moved to suspend the rules to take up Item XIII. B.1. – Upgrade the Greenleaf Skateboard Park. Seconded by Assistant Mayor Splaine.**

Councilor Kennedy said we need suggestions from the Recreation Board a location for a skateboard park and what it should look like. She asked that this be brought before the Recreation Board before the April 5, 2021 meeting.

Councilor McEachern said the Recreation Board could have a report back to the City Council by the April 5, 2021 meeting.

**On a unanimous roll call vote 9-0, motion passed.**

- 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

**Councilor Kennedy moved to pass third and final reading. Seconded by Councilor Huda.**

**On a roll call vote 8-1, motion passed. Assistant Mayor Splaine, Councilors McEachern, Whelan, Kennedy, Huda, Tabor, Trace and Mayor Becksted voted in favor. Councilor Lazenby voted opposed.**

## **XII. MAYOR BECKSTED**

- 1. Appointment of Renee Giffroy to the Arts & Non-Profit Blue Ribbon Committee

Mayor Becksted announced the appointment of Renee Giffroy to the Arts & Non-Profit Blue Ribbon Committee.

- 5. Adoption of City Council Principles for Legislative Positions

Mayor Becksted said these are principle guidelines that he is asking for approval by the City Council.

**Councilor McEachern moved to adopt the Principles for Legislative Positions. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call vote 9-0, motion passed.**

## **XIII. CITY COUNCIL MEMBERS**

### **A. COUNCILOR McEACHERN**

- 1. Identification of City owned lands that could serve as spots for affordable housing

**Councilor McEachern moved to request the City Manager report back on potential sites for affordable housing while consulting with relevant stakeholders such as Portsmouth Housing Authority at the City Manager's discretion. Seconded by Assistant Mayor Splaine.**

Councilor McEachern spoke regarding the 600 wait list for affordable housing in the City. He said he would like suitable locations identified with a report back by the City Manager.

Assistant Mayor Splaine said he supports the motion and the need for affordable housing. He said he could see the former State Street Saloon property on State Street being micro-housing. He said we need to look at this issue of affordable housing with the Housing Authority.

Councilor Kennedy asked what affordable housing is defined as. Councilor McEachern said it is 60% of median income but we maybe need more discussion on this matter.

Councilor McEachern removed the word “affordable” from his motion. Assistant Mayor Splaine agreed as the second to the motion.

**On a unanimous roll call vote 9-0, motion passed as follows: moved to request the City Manager report back on potential sites for housing while consulting with relevant stakeholders such as Portsmouth Housing Authority at the City Manager’s discretion.**

## 2. Pickleball Courts

**Councilor McEachern moved to request the City Manager work with City staff to convert two tennis courts at South Playground to Pickle ball Courts. Seconded by Assistant Mayor Splaine.**

Councilor McEachern said there is a need for pickle ball courts. He stated he has spoken with the tennis coaches and would like the City Manager to work with both coaches to create pickle ball courts.

Councilor Kennedy said she understand the need for pickle ball courts but would like to see Councilor McEachern have this conversation with everyone before bringing the motion forward. She said we need to speak with individuals before voting on this motion.

Assistant Mayor Splaine asked City Manager Conard how she would go about this and what she thinks of the motion and moving this matter forward. City Manager Conard she appreciates this matter being forward and she would work with the Recreation Board to bring the matter back with a recommendation. She stated that a comprehensive decision would need to be made on the endeavor to do this as soon as possible.

Councilor Huda asked how to structure this to have the public views heard regarding this matter.

Councilor McEachern said this was brought to the Recreation Board many months ago and he brought this matter forward at the last City Council meeting. He addressed his conversation with the tennis coaches on this matter and how it would impact the ability to hold tennis tournaments because they would need 6 courts. He said he would like to solve the issue holistically before summer.

Councilor Whelan said he will support Councilor McEachern motion to have the City Manager and the new Recreation Director to solve the matter and report back.

Councilor Tabor asked do we need to have both tennis and pickle ball courts. He said the need is 6 courts for a tournament and staff will study how to make the Portsmouth High School a place for tournaments.

Councilor Lazenby said he would like to know the impact before acting on this issue.

Mayor Becksted said he would support the motion but have the tennis courts open for tennis players only. He said the combination of Recreation Board and School Department and he advised the Council that the Recreation Board has the number one priority after the School.

Councilor Kennedy said until we get high school courts she is concerned that we will need the courts. She said we need to consider how we get through the tennis season coming up.

On a unanimous roll call vote 9-0, motion passed.

3. RFP for Public / Private Sports Complex\

Councilor McEachern moved to request the City Manager define an RFP process for Public / Private Sports Complex. Seconded by Assistant Mayor Splaine.

Councilor McEachern said the RFP in his thoughts have to define a public process. He said we just created an athletic field how are we going to make the area into a field. He said an RFP is only as good as defining what we want in an RFP process. He said this is not committing to moving forward on this and an RFP would be non-binding.

Councilor Tabor said we need to consider what the playing surface we want and how many hours do we need for our residents and how does this work with our current facilities.

Councilor Kennedy said the public needs to know when that would have input on this matter. She said the public is confused and maybe we have a public Portsmouth Listens on a sports arena. She said public input is necessary before money is spent.

Councilor McEachern said as part of the report back from the City Manager a date could be defined on how we start the public process. He said we are not signing an agreement with a firm and the public will be very much informed and part of the process.

Councilor Trace said she understands where Councilor McEachern is coming firm and there would be tremendous amount of use all year long. She said this has been going fast and would like to see financials on what it will cost. She said she would like to see Edge's financials as well.

Councilor McEachern said he hears the concerns and when we issue a RFP there would be due diligence around this issue.

Councilor Huda said she supported bring a facility in here but she feels we need to hear from the public before an RFP goes out.

City Manager Conard said we will give staff the direction to define the RFP. She said the Recreation Director will provide input from public and we need to understand the needs of the public before putting an RFP together.

Assistant Mayor Splaine said a skateboard park was proposed in past years. He said people want to have a sport arena and will benefit from this vote this evening.

On a unanimous roll call vote 9-0, motion passed.

At 9:32 p.m., Mayor Becksted declared a brief recess. A 9:45 p.m., Mayor Becksted called the meeting back to order.

## **B. COUNCILOR KENNEDY**

### 2. Demolition Committee

**Councilor Kennedy moved 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 first meeting in May. Seconded by Assistant Mayor Splaine.**

Councilor Kennedy said she encouraged the City Council to view the Demolition Committee meeting recently held.

Assistant Mayor Splaine worked with City Attorney Sullivan on creating the Demolition Ordinance. He said the ordinance is a work in progress. He further stated if we can't get a report back by April 5, 2021 we are making the discussion take place currently.

City Manager Conard said most March meetings and April meetings have been noticed. She said if not the April 19, 2021 City Council meeting the first meeting in May.

Councilor Kennedy agreed to the first meeting in May.

Councilor McEachern said we can't take away homes or large property rights. Councilor Lazenby said he supports the motion but rather than incentive the preservation of historical buildings, he encourages preservation.

Councilor Kennedy said she would support adding incentives for preservation of historical buildings. Assistant Mayor Splaine accepted as the second to the motion.

Mayor Becksted said we are trying to strengthen the process and this is the right time to do it.



On a unanimous roll call vote 9-0, motion passed as follows: moved 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. Also, incentive for preservation of historical buildings. The expectation would be a report back at the first meeting in May.

**C. COUNCILOR KENNEDY & COUNCILOR HUDA**

1. Middle Street Bike Lane

Councilor Huda moved 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. Seconded by Councilor Kennedy.

Councilor Kennedy moved to amend the motion to include that there will be a study for 6 months in accordance to an email that we received from Mr. Bill Watson with an outcome of at the end of the 6 month period there will be a final discussion and decision between city staff, elected officials, community members and the State Department of Transportation on the final configuration of bike lanes along Middle Street or what other acceptable options will look like. Seconded by Councilor Huda.

**Email points provided by Mr. Bill Watson, Department of Transportation:**

*The Department is open to allowing the City of Portsmouth six months to explore alternative solutions to the current implemented solutions. In this six month time frame, the following would be acceptable to occur:*

- *In the six month interim, the City of Portsmouth is allowed to flip-flop the car parking/bike lane back to its original configuration*
- *In this six months, City staff (or a consultant) should be reviewing crash and traffic data to be able to compare to previous data collected.*
- *In this six month period, the City will engage with a consultant to design and hold public meetings to explore and determine if there is a solution that allows for continued safe bicycle route as the original purpose and need of the project.*
- *At the end of the six month period, there will need to be final discussion and decision between City Staff, Elected Officials and the Department as to what the final configuration of bike lanes along Middle Street (or other acceptable options) will look like.*
- *If the final decision is that the current configuration is still appropriate, then the lane configuration will need to be flopped back. If another configuration is chosen, then an acceptable timeframe to implement those changes will be agreed to.*
- *Upon completion of all of these steps, whatever is considered acceptable to the City and State will not require any payback.*



Councilor Kennedy said whatever the process we complete the steps we will not have to pay back funds. She said we can flip the cars back to the curb. She further stated she learned that there is a Safe Routes to School was a grant given K-8<sup>th</sup> grade and does not go to an elementary school or Portsmouth Middle School. She thanked City Manager Conard and Mayor Becksted for meeting with Mr. Watson to give us other options.

Councilor McEachern said reading through the email now this would have been more helpful earlier. He said have this available to us we need a more broad discussion on this.

Councilor Tabor said we learned a great deal in a short period of time and the State would support moving the cars for 6 months and that if data is supportive it could continue.

**Councilor Tabor moved to create a citizens task force to work with Planning staff and a traffic consultant to make Middle Street a true multi-modal boulevard that works for everyone and enhances the City and the recommendations would be due in six months. Seconded by Assistant Mayor Splaine.**

Councilor Tabor spoke to the make-up of the task force.

Councilor Lazenby said we have significant relative correspondence. He supports Councilor Tabor and has concerns with Councilor Huda and Councilor Kennedy's motions. He said we need to let them all see the new information. He feels we should table until next Monday and have the email from Mr. Watson be part of the packet.

Assistant Mayor Splaine said no matter what the State tells us that is important to us but more important for the safety involved. He said people will continue to use Middle Street for biking with a protective lane that has cars on one side of the curb and parking for protectiveness is important. He said Councilor Lazenby has a point and we should not vote on this matter this evening. He asked for a recommendation from the City Manager or City Attorney on what the City Council should do.

Mayor Becksted said he spoke with Bill Watson, NH DOT and they understand what are concerns were. He sent the link to March 15<sup>th</sup> meeting last year it was overwhelming that people were affected by the outcome of the lane and we effected their lives and turned things upside down. He said the DOT can do this at no cost to the City. He believes we can do this and wants to put this to rest. He said we need to start back from the beginning and get something that works for everyone.

Councilor McEachern said Mayor Becksted is right the feeling was against the bike lanes. He said all of SABR spoke in defense of the bike lanes. He said the debris in the lanes makes it difficult to travel. He stated he can't vote for something that may be consider less safe. He does not know if tis will solve it. He would like to see the bike lanes approved.

Councilor Huda said she works for all the residents of the City. She said lets go back and look at what the bike lane was supposed to be.

Councilor Whelan said he support what Mayor Becksted said. He said he watched the meeting of March 15, 2020. He said we are talking about 19 cars on Middle Street. We are fighting over a protective bike lane for 19 cars and there are other better things to focus on. He said this was a poorly designed project and it is time to move on.

*Councilor Tabor withdrew his motion. Assistant Mayor Splaine withdrew the second to the motion.*

City Manager Conard said we may not be able to get the work for the bike lanes done by April 15<sup>th</sup> but we will do the best we can to get the work completed.

**On a roll call vote 5-4, amendment to the motion passed. Councilors Whelan, Kennedy, Huda, Trace and Mayor Becksted voted in favor. Assistant Mayor Splaine, Councilors McEachern, Lazenby and Tabor voted opposed.**

**On a roll call 5-4, main motion passed as amended. Councilors Whelan, Kennedy, Huda, Trace and Mayor Becksted voted in favor. Assistant Mayor Splaine, Councilors McEachern, Lazenby and Tabor voted opposed.**

**Councilor Kennedy moved to suspend the rules in order to continue the meeting beyond 10:30 p.m. Seconded by Councilor Huda.**

**On a roll call vote 8-1, motion passed. Assistant Mayor Splaine, Councilors McEachern, Whelan, Kennedy, Huda, Tabor, Trace and Mayor Becksted voted in favor. Councilor Lazenby voted opposed.**

#### **D. COUNCILOR HUDA**

##### **1. Capital Improvement Plan & Associated Bonding Process**

**Councilor Huda moved that the City Manager provide an update to the bonds issued and 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, 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***
- ***Peeverly Hill Sidewalks***
- ***Sound Barrier Wall Construction Off I-95***
- ***Middle Road & Route 33 Safety Updates***
- ***Maplewood Bridge Construction***

**Seconded by Councilor Kennedy.**

**On a roll call vote 8-1, motion passed. Assistant Mayor Splaine, Councilors McEachern, Whelan, Kennedy, Huda, Tabor, Trace and Mayor Becksted voted in favor. Councilor Lazenby voted opposed.**

#### **XIV. APPROVAL OF GRANTS/DONATIONS**

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

**Councilor McEachern moved to accept the donation from SABR of a bike service station valued in the amount of approximately \$1,234.00. Seconded by Councilor Tabor.**

**Councilor Huda moved to table for more information on where the station will be placed, who would provide the land, and who would the station belong to. Seconded by Councilor Kennedy.**

City Manager Conard said the station would be located in Market Square, we would not have cost to maintain the station and it would belong to the taxpayers.

Public Works Director Rice said we had a similar station in Market Square and was there for quite some time. He said this would be a great opportunity for residents to use.

Councilor Huda said she would like to receive public input on this matter.

Councilor McEachern said it would not take up too much space and we should not table a grant or donation to the City that is not the message we want to send.

*Councilor Huda withdrew her motion and Councilor Kennedy the second to the motion.*

On a unanimous roll call vote 9-0, motion passed.

## **XV. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

### **A. CITY MANAGER CONARD**

1. Building Permit Fee Waiver for the South Church

City Manager Conard spoke briefly to the request of the South Church to waive the building permit fee for improvements to the building.

**Councilor Kennedy moved to waive the building permit fee for the South Church, as presented. Seconded by Councilor McEachern.**

Councilor Trace thanked the South Church for replacing the roof in-kind with a slate roof.

**On a unanimous roll call vote 9-0, motion passed.**

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

City Manager Conard requested a date be established for the Peirce Island Master Plan work session.

**Councilor Kennedy moved to schedule a Peirce Island Master Plan work session at 6:00 p.m. on April 19, 2021. Seconded by Councilor Trace.**

**On a unanimous roll call vote 9-0, motion passed.**

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

**Councilor McEachern moved to establish a Special City Council meeting and public hearing on Wednesday, March 24, 2021 at 6:00 p.m. for a Refunding Bond Resolution of up to Seven Million Dollars (\$7,000,000.00), to refund the remaining portion of the aforementioned callable bond and all related costs. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call vote 9-0, motion passed.**

4. 46 Maplewood Avenue Revised Public Access Easement

City Manager Conard reported this was a condition of the Conditional Use Permit to allow for an increase in building height.

**Councilor McEachern moved 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 in the City Manager's comments dated March 4, 2021. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call vote 9-0, motion passed.**

5. 145 Maplewood Avenue Request for Extension of Temporary Construction License

City Manager Conard reported the Council approved temporary construction licenses to encumber the sidewalks and parking spaces on Raynes Avenue, Vaughan Street and Maplewood Avenue through December. She further stated that at the January 11, 2021 Council meeting, the Council granted requests to extend licenses for use of those areas to March 15, 2021. She advised the Council to date, the City has received \$94,006.70 in license fees for use of these areas.

Councilor Huda asked if this would affect the reopening of 3S Art Space. Planning Director Walker stated it would have no impact on 3S Art Space.

**Councilor McEachern moved that the City Manager be authorized to execute and accept the temporary construction license regarding 145 Maplewood Avenue as submitted. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call 9-0, motion passed.**

6. Proposed Longmeadow Road Extension Project

City Manager Conard reported on the study on the extension to facilitate traffic on Lang Road and Route 1. She spoke to the relocating of a drainage easement from Lot 1, which would have contained a retention pond, to the adjacent Lot 1-1. She stated 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. She spoke to the eight separate conveyances from Service Federal Credit Union and the need to authorize her to negotiate, execute, deliver and record deeds and easements.

**Councilor McEachern moved that the City Manager be authorized to negotiate, execute, deliver and record deeds and easements in a form substantially similar to those attached in the City Manager's memorandum dated March 4, 2021 to complete the extension of Longmeadow Road. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call vote 9-0, motion passed.**

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

City Manager Conard reported this is part of a proposed subdivision plan and the road will be improved for access to the parcels. She advised the City Council the Planning Board has granted subdivision approval and recommended approval of renaming the road Hemlock Way.

**Councilor McEachern moved 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 February 10, 2021, and to approve renaming the private road to Hemlock Way. Seconded by Assistant Mayor Splaine.**

**On a unanimous roll call vote 9-0, motion passed.**

**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
  - 44<sup>th</sup> Annual Market Square Day Festival & 10k Road Race – Saturday, June 12, 2021; re-scheduled to Saturday, September 18, 2021
  - 18<sup>th</sup> Annual Summer in the Street – Originally planned for Saturday evenings – July 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> and 31<sup>st</sup>; TBD
- (Anticipated action – move to refer to the City Manager with Authority to Act)***

**Councilor Kennedy moved to adopt the Consent Agenda and refer to City Manager with Authority to Act. Seconded by Councilor Whelan.**

**On a unanimous roll call vote 9-0, motion passed.**

## **XVII. PRESENTATIONS & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

### **A. Email Correspondence**

**Councilor Kennedy moved to accept and place on file. Seconded by Councilor Huda.**

**On a unanimous roll call vote 9-0, motion passed.**

## **XVIII. CITY MANAGER'S INFORMATIONAL ITEMS**

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

**Councilor Lazenby moved to implement the recommendations from Toole Design along with changes to Middle Street up to the amount of \$1,400.00 that the City said it would cost. Seconded by Assistant Mayor Splaine.**

Councilor Kennedy said the 6 month plan is to look at the plan. She said she would vote no until the 6 months are up and then there might be changes to the plan.

Councilor McEachern said part of the plan that are not obsolete we should move forward with make the bike lanes safer.

Councilor Huda said she does not want to change anything at this time.

**On a roll call vote 4-5, motion failed to pass. Assistant Mayor Splaine, Councilors McEachern, Lazenby and Tabor voted in favor. Councilors Whelan, Kennedy, Huda, Trace and Mayor Becksted voted opposed.**

## **XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

**Councilor Kennedy moved to hold the first meeting of the City Council in April back into the Council Chambers. Seconded by Councilor Huda.**

Councilor Kennedy said it is time to move back into the Chambers.

Councilor Trace said we have a City Council of all different ages and she does not feel comfortable moving back into the Chambers without having the vaccine.

Assistant Mayor Splaine said he agrees with Councilor Trace on this matter. He said he has not received his first vaccine but it has been scheduled for March 17<sup>th</sup>. He said he wants to make sure that we are safe. He said we need to follow the direction of our Health Officer.

*Councilor Kennedy withdrew her motion and Councilor Huda withdrew her second to the motion.*

City Manager Conard said we have a plan in place and let's wait until we see the vaccinated number go up.

Councilor McEachern said we need to be united as a Council when making this decision.

Councilor Huda requested the City Manager to provide an update on reopening and how many restaurants are on line.

Councilor McEachern said the Recreation Board will be meeting on April 23, 2021 at 6:30 p.m. and the skateboard park will be brought forward.

City Manager Conard said 34 applications for outdoor dining have been received with 10 approved to date. She said we are approving as quickly as we can and she would provide an update on Wednesday at 2:00 p.m.

Councilor Whelan said a McIntyre Project Design Presentation by the Principle Group will be held on Thursday and public input would be received.

Assistant Mayor Splaine said the Neighborhood Committee will submit a letter and minutes as informational items at the next City Council meeting.

**At 11:20 p.m., Assistant Mayor Splaine moved to adjourn. Seconded by Councilor Kennedy.**

**On a unanimous roll call vote 9-0, motion passed.**



KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK



ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article IX, Section 7.901 – **PENALTIES** 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 IX: PENALTIES, FORFEITURES AND SEPARABILITY**

**Section 7.901: PENALTIES**

- A. Any person violating any of the provisions of this Chapter or any rule or regulation made by the Chief of Police pursuant thereto, except the rules and regulations found in Section 7.105 and except those rules referenced in paragraph B, C, D, E, F and H of this provision, shall be subject to a fine or not more than \$300 upon conviction therefore in the Portsmouth District Court.
- ~~B. Any person violating any of the provisions of Section 7.105 A or C (Two Hour Metered Parking Restrictions) or any rule or regulation made by the Chief of Police pursuant thereto shall forfeit to the City the sum of \$5.00 for each violation. In the event that payment of the forfeiture sum of \$5.00 is not made within thirty (30) calendar days of the violation, then the forfeiture shall be in the sum of \$25.00 for each violation.~~
- ~~B.C.~~ Notwithstanding any other provision of this Ordinance, any person violating an emergency order issued by the Chief of Police pursuant to Section 7.303 or Section **7.321** shall forfeit to the City of Portsmouth within forty-eight (48) hours of such violation the sum of \$50. In the event that such forfeiture is not made within thirty (30) days of the violation date, then the forfeiture shall be paid to the City of Portsmouth in the amount of \$75. In the event of failure to make such forfeiture, said person shall be subject to a fine of not more than \$100 upon conviction therefore in the ~~Portsmouth District Court~~ **10<sup>th</sup> Circuit Court, District Division**.
- ~~C.D.~~ Any person receiving more than ten (10) parking violations in one (1) year, July 1 to June 30 inclusive, shall forfeit an additional charge for each subsequent violation in the amount of \$25. In the event that this additional forfeiture of \$25 is not made within thirty (30) days of the date of the violation triggering the \$25 forfeiture, then the forfeiture amount shall become \$50.
- ~~D.E.~~ Notwithstanding any other provisions of this Ordinance, any person violating the following sections of this Chapter or any rule made by the Chief of Police pursuant thereto, shall forfeit to the City of Portsmouth within ~~forty-eight (48) hours~~ **thirty (30) days** of such violation the amount designated below. In the event that the forfeiture amounts not ~~made~~ **paid** within thirty (30) calendar days

of the violation, then the forfeiture shall be the **twice** sum listed below. In the event of failure to make such forfeiture, said person shall be subject to a fine of not more than \$100.00 upon conviction.

<u>Section</u>	<u>Parking Violation</u>	<u>Fine Amount Within 30 Days</u>	<u>Fine Amount After 30 Days</u>
<b>7.102,</b>	Expired Meter	<del>\$15.00</del> <b>\$35.00</b>	<b>\$55.00</b>
7.105 (A) <b>(C)</b>			
7.328.1	Utilization of Multiple Spaces	\$25.00	<b>\$50.00</b>
7.315 (A)	Parking Within an Intersection	\$25.00	<b>\$50.00</b>
7.315 (B)	Parked in Crosswalk	<b>\$25.00</b>	<b>\$50.00</b>
7.315 (C)	<b>Blocking Parked within 15 feet of a Fire Hydrant</b>	<b>\$25.00</b>	<b>\$50.00</b>
7.315 (D)	Parked Within 15 Feet of Fire Station Driveway	<b>\$15.00</b>	<b>\$30.00</b>
7.315 (E)	Parked Blocking Driveway	<b>\$25.00</b>	<b>\$50.00</b>
7.315 (F)	Parked on Sidewalk	<b>\$25.00</b>	<b>\$50.00</b>
7.315 (G)	Obstructing Traffic During Construction Activity	<b>\$15.00</b>	<b>\$30.00</b>
7.315 (H)	Double Parking	<b>\$15.00</b>	<b>\$30.00</b>
7.315 (I)	Violating Traffic Signs Prohibiting Parking	<b>\$25.00</b>	<b>\$50.00</b>
7.315 (J)	Parked, Wrong Direction	<b>\$15.00</b>	<b>\$30.00</b>
7.316	Back to Curb	<b>\$15.00</b>	<b>\$30.00</b>
7.319	Distance from Curb	<b>\$15.00</b>	<b>\$30.00</b>
7.320	Obstructing Street	<b>\$25.00</b>	<b>\$50.00</b>
<del>7.324</del>	<del>One Hour Parking</del>	<del>15.00</del>	
7.325	30 Minute Parking	<del>15.00</del> <b>\$35.00</b>	<b>\$55.00</b>
7.326	15 Minute Parking	<del>15.00</del> <b>\$35.00</b>	<b>\$55.00</b>
7.327	Limited Parking - Two Hours	<del>\$15.00</del> <b>\$35.00</b>	<b>\$55.00</b>
<b>7.329</b>	<b>Limited Parking – Four Hours</b>	<b>\$35.00</b>	<b>\$55.00</b>
7.330	Parked in No Parking Area	<del>20.00</del> <b>\$35.00</b>	<b>\$55.00</b>
7.331	Parking Too Close to Intersection	<b>\$20.00</b>	<b>\$40.00</b>
7.601	<del>Trucks, Vans &amp; Other Commercial Delivery Vehicles on Certain Streets During Certain Hours</del> <b>Limited Hours Loading Zones</b>	<del>25.00</del> <b>\$35.00</b>	<b>\$55.00</b>
7.602	<del>Truck Loading/Unloading Zones Established 24-Hour Loading Zones</del>	<del>25.00</del> <b>\$35.00</b>	<b>\$55.00</b>
<b>7.1504</b>	<b>Parking in Fire Lane</b>	<b>\$25.00</b>	<b>\$50.00</b>
<b>7.1603</b>	<b>Resident Only Parking</b>	<b>\$25.00</b>	<b>\$50.00</b>

- EE.** Notwithstanding any other provision of this Ordinance, the owner or operator of a vehicle unlawfully parked in areas designated as reserved for parking for the walking disabled pursuant to Section 7.1200 shall forfeit to the City of Portsmouth within ~~forty-eight (48) hours~~ **thirty (30) days** of such violation \$250. In the event that the payment of the forfeiture is not made within thirty (30) days of the violation, then the forfeiture shall be in the amount of \$300. In the event of failure to make such forfeiture, said person shall be subject to a fine of not more than \$300 upon conviction therefore in the ~~Portsmouth District Court~~ **10<sup>th</sup> Circuit Court, District Division**.
- FG.** Overnight Parking – Winter. Notwithstanding any other provisions of this Ordinance, any person violating the provisions of Section 7.321(A) or an emergency snow ban as directed by the Director of Public Works under Section 7.321(B) shall forfeit to the City of Portsmouth within ~~forty-eight (48) hours~~ **thirty (30) days** of such violation the sum of ~~\$25~~ **\$35**. In the event that payment of such forfeiture amount is not made within thirty (30) days of the violation, then the forfeiture amount shall be ~~\$35~~ **\$55**. In the event of failure to make such forfeiture, said person shall be subject to a fine of not more than ~~\$50~~ **\$100** upon conviction therefore in the ~~Portsmouth District Court~~ **10<sup>th</sup> Circuit Court, District Division**.
- GH.** Notwithstanding any other provision of this Ordinance, the owner or operator of a vehicle violating the provisions of Section 7.335 **(72 hour parking restrictions)** or 7.1000 ~~(72 hour parking restrictions)~~ **(Tow Zone)** shall forfeit to the City of Portsmouth within ~~forty-eight (48) hours~~ **thirty (30) days** of such violation \$50. In the event that the payment of forfeiture is not made within thirty (30) days of the violation, then the forfeiture shall be in the amount of \$100. In the event of failure to make such forfeiture, said person shall be subject to a fine of not more than \$150 upon conviction thereof in the ~~Portsmouth District Court~~ **10<sup>th</sup> Circuit Court, District Division**.

#### **Section 7.902: SEPARABILITY**

If any provision or part of any provision of this act or the application thereof, to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end, the provisions of this act are declared to be severable.

#### **Section 7.903: SUMMONS ADMINISTRATION FEE**

In addition to any fine or penalty otherwise established by this ordinance, any person or entity for whom the City serves a summons for any traffic or parking offense shall also be liable to the City for a summons administration fee in the amount to be set periodically by the City Council pursuant to its normal budget procedures.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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Rick Becksted, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk

# Portsmouth

## Parking Fine Schedule

Description	Last Updated	Current		Recommended		Peer Town Averages - Rounded	
		Fine	After 30 days	Fine	After 30 days	Fine	Late
<b>Session Expired 15 &amp; 30 Minute; (formerly) 1 - 4 hr</b>	<b>1/1/2013</b>	\$ 15.00	\$ 30.00	\$ 35.00	\$ 55.00	\$ 20.00	\$ 38.78
72 hr parking	1/1/2013	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 26.43	\$ 53.67
Parked within 15 ft of Fire Station	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 40.83	\$ 52.50
Parked on Sidewalk	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 37.00	\$ 72.86
Obstructing Traffic During Construction	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 28.75	\$ 46.67
Double Parking	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 26.11	\$ 52.67
Parked in Wrong Direction	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 25.00	\$ 61.67
Back to Curb	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 22.14	\$ 47.50
Distance from Curb	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 22.00	\$ 51.67
<b>Parked in No Parking Area</b>	<b>1/1/2013</b>	<b>\$ 20.00</b>	<b>\$ 40.00</b>	<b>\$ 35.00</b>	<b>\$ 55.00</b>	<b>\$ 30.83</b>	<b>\$ 63.13</b>
Parked Too Close to Intersection	1/1/2013	\$ 20.00	\$ 40.00	\$ 20.00	\$ 40.00	\$ 32.22	\$ 69.17
<b>Emergency Snow Ban</b>	<b>1/1/2013</b>	<b>\$ 25.00</b>	<b>\$ 35.00</b>	<b>\$ 35.00</b>	<b>\$ 55.00</b>	<b>\$ 63.33</b>	<b>\$ 123.33</b>
Parking Within an Intersection	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 35.00	\$ 70.00
Parking in Crosswalk	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 38.33	\$ 80.00
Blocking Fire Hydrant	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 51.92	\$ 101.25
Parked Blocking Driveway	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 32.92	\$ 70.00
Obstructing Street	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 31.88	\$ 61.67
Parked in Fire Lane	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 48.64	\$ 93.75
10 or More Parking Violations in 1 yr	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 66.67	\$ 100.00
Parked in ADA	1/1/2013	\$ 250.00	\$ 300.00	\$ 250.00	\$ 300.00	\$ 238.46	\$ 365.63
Resident Parking Only	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 32.50	\$ 57.29
Protest Fee (NSF)	1/1/2013	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ 30.00	\$ -
HC/Time Zone	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 20.00	\$ 50.00
Vet/Time Zone	1/1/2013	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 27.50	\$ 55.00
Multiple Spaces	1/1/2013	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	\$ 31.43	\$ 60.00
Boot Removal Fee	1/1/2013	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 85.71	\$ -
<b>Commercial Loading Zone</b>	<b>1/1/2013</b>	<b>\$ 25.00</b>	<b>\$ 50.00</b>	<b>\$ 35.00</b>	<b>\$ 55.00</b>	<b>\$ 42.00</b>	<b>\$ 96.67</b>

## MEMO

To: Portsmouth City Council  
From: Councilor Cliff Lazenby  
Date: April 13, 2021

Re: Approval for Public Placement of PFAS Health Study Sign

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In conjunction with Andrea Amico and the Pease Community Assistance Panel, I am requesting the City Council consider approval of public placement of lawn signs promoting participation in the Pease Health Study that is ongoing currently. The study, sponsored by the Centers for Disease Control (CDC) and the Agency for Toxic Substances and Disease Registry (ATSDR), launched in 2020 but had to pause because of safety measures related to COVID-19.

The two-sided lawn sign is 24 inches long by 18 inches high, and would be placed using standard thin galvanized wire stakes. The study is ongoing and to be successful it is critical to recruit as many participants as possible. The initial request for the sign approval is for a period up to three months; if more time is needed an extension may be requested of the City Council.

Proposed motion:

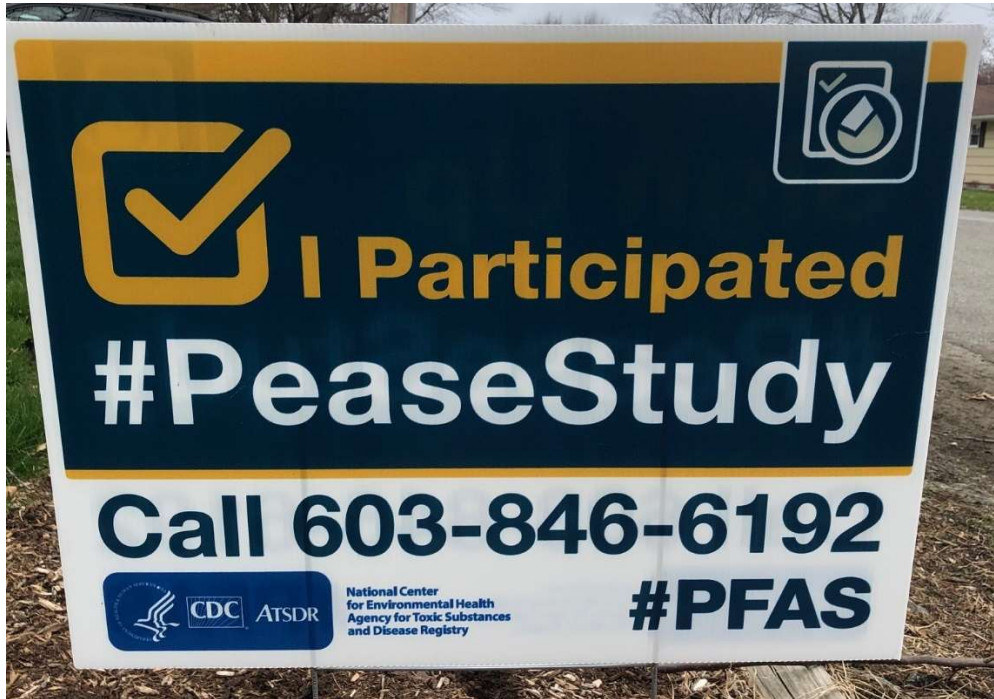
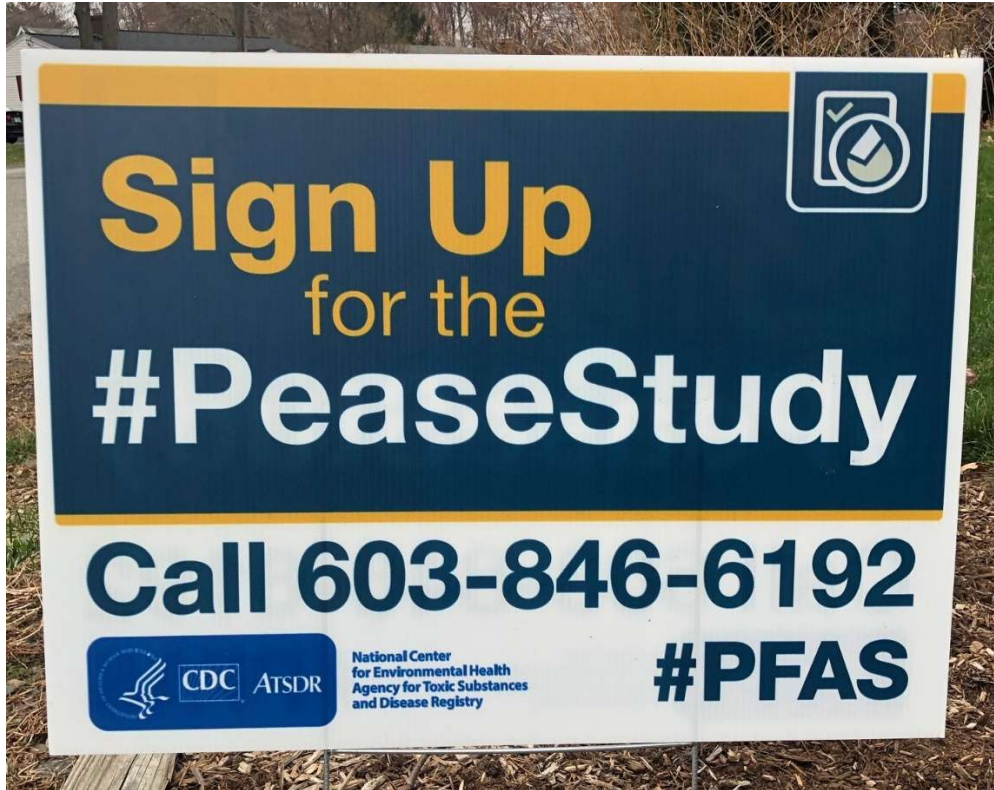
That the City Council approve placement on City property of lawn signs related to the CDC/ATSDR PFAS Health Study for a period of up to three months beginning April 20, 2021. The signs will measure 24”L x 18”H with graphics as contained in the attached document. Signs will be provided at no cost to the City of Portsmouth and will be placed by Pease CAP volunteers in locations approved by City staff. At the end of the approved period, all sign materials will be retrieved by Pease CAP volunteers.

More information about the Pease Health Study can be viewed at:

<https://www.atsdr.cdc.gov/pfas/activities/pease.html>

The two sides of the lawn sign are as follows:





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**Fwd: Indigenous People's Day.pdf**

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Kristin Jeffrey &lt;kjeffrey1@gmail.com&gt;

Mon, Apr 12, 2021 at 3:15 PM

To: Karen Conard &lt;kconard@cityofportsmouth.com&gt;, "Kelli L. Barnaby" &lt;klbarnaby@cityofportsmouth.com&gt;

Cc: Cliff Lazenby for City Council &lt;lazenbyforportsmouth@gmail.com&gt;

Dear City Manager and City Clerk Barnaby,

I hope this finds you well.

I am writing on behalf of the *We Speak* student group at Portsmouth High School given my work with them over the last two years. *We Speak* submitted a letter earlier this year (see below) and we are hoping to put forth the request for a Public Hearing again. The students want to have a follow up conversation with the community and Council in regards to changing Columbus Day to Indigenous Peoples' Day in the City of Portsmouth. We had an opportunity to speak on this topic last fall during public comment and garnered significant public support through a survey of fellow citizens.

*We Speak* now hopes to revisit the issue with a Public Hearing before the end of the 2020-2021 school year.

As stated below, we know that this change will not correct injustices but will be an important symbolic move for our community; demonstrating Portsmouth's commitment to providing a safe and inclusive environment for all.

My best,  
Kristin Jeffrey

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 **Indigenous People's Day.pdf**  
394K



January 22, 2021

Dear City Manager Connard and City Clerk Barnaby,

On behalf of the *We Speak NH Listens* student group at Portsmouth High School, I am writing to request a Public Hearing on March 8, 2021 be added to the Portsmouth City Council meeting.

On October 5, 2020, members of *We Speak* shared our thoughts and the proposal for the City of Portsmouth to change Columbus Day to Indigenous Peoples' Day in future written documents and calendars (including city and school calendars). As of now, we have garnered the support of over 925 fellow citizens through a petition who also support this change. In November, with a unanimous vote 9-0, the Council passed a friendly amendment that the City recognize Indigenous Peoples' Day alongside Columbus Day and that a public hearing be held in the future. We Speak would like to request that that date is March 8, 2021.

To date, over 100 American cities, towns, and counties have transitioned to celebrating Indigenous Peoples' Day. More specifically, both Maine and Vermont have changed the holiday at state levels and Dover and Durham have changed the holiday at school board and city levels. In fact, according to the Pew Research Center, "Columbus Day is the most inconsistently observed holiday in the United States." It is vital that we recognize our troubling history and acknowledge the atrocities that occurred during the colonization. Furthermore, we must highlight the inequalities and oppression that Indigenous populations continue to face.

We do understand that switching Columbus Day to Indigenous Peoples' Day will not completely eliminate the current injustices towards Indigenous People, however, we would like to point out that the calendar change will symbolize Portsmouth's commitment to providing a safe and inclusive environment for all, as well as supporting their resolution.

We look forward to continuing this discussion during a Public Hearing on March 8<sup>th</sup> and thank you for this consideration.

From, on behalf of We Speak,  
Harini Subramanian



learn about  
food choices &  
climate change

a SEAREI.ORG event

win prizes  
of restaurant  
gift cards

PLANTED for the PLANET



EAT MORE PLANTS, BENEFIT THE PLANET

## April 22-25th, 2021 Eating Event

15+ Seacoast participating restaurants  
featuring special plant-rich Earth Day Entrées  
(or eat in with our chefs' inspired recipes)

TAKE OUT & TUNE IN  
2 FREE Zoom Events 4/22 & 4/25 7pm

register at [PlantedForThePlanet.org](https://PlantedForThePlanet.org)



Rotary Club of  
Portsmouth



Kennebunk  
Savings  
PURPOSE DRIVEN



PISCATAQUA  
SAVINGS BANK  
Portsmouth's Local Bank  
Since 1877

**Planted for the Planet**  
**April 22-25, 2021**

Join this first annual event hosted by [SEAREI.org](https://searei.org) in the coming together of two things that affect us all; Eating and our Environment! Earth Day will kick off a 4-day community collaboration to bring awareness that increasing plant based meals is the single biggest way we as individuals can reduce our impact on the environment and planet.

Over 15 Seacoast restaurants will be featuring special plant rich Earth Day Entrée specials. Local chefs will provide plant based recipes for at-home creation. Two expert-packed, local celebrity panels presented online and open to all will bookend the event.

How to participate:

1. Visit any (or all) of the participating Planted For The Planet restaurants throughout the Earth Day weekend, order the Earth Day Entrée, take a photo of your meal and post to social media with #PlantedForThePlanet.
2. Create your own Earth Day Entrée at home, take a photo of your meal and post to social media with #PlantedForThePlanet.
3. [Register to attend](#) either (or both) of the Take Out & Tune In virtual events.

Prizes for participants will include gift certificates to participating restaurants, farmers market bucks and more! Separate winners will be selected at random from social media entries and Zoom event attendees.

Join us April 22, Earth Day, at 7pm for our first Take Out & Tune In expert panel discussion, and finish up with us Sunday April 25 as we wrap the weekend with another 7pm Take Out & Tune In expert panel discussion on Zoom, featuring speakers representing sustainability, farming, and eating as we celebrate our progress.

Speakers include Evan Mallet (chef at Black Trumpet Bistro), Keith Tharp (Sustainable Seacoast), Stacy Hamblett (Plant Based Chef), Tom Kelly (executive director of the **UNH** Sustainability Institute), and others from our farming, eating and sustainability community.

Register for virtual events, see participating restaurants and find more details at:

[www.plantedfortheplanet.org](https://www.plantedfortheplanet.org)

# PORTSMOUTH “SKATEPARK” SITE RECOMMENDATION

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Recreation Board Subcommittee



# OUTLINE

Subcommittee Members

Approach & Guiding Principles

Widely Accepted Site Evaluation Criteria

Sites Considered & Evaluated

Recommended Site

Closing Thoughts

# SUBCOMMITTEE MEMBERS

Rich Duddy (Recreation Board)

Richard Blalock (Recreation Board)

Tara Kennedy (Recreation Board)

Dave Cosgrove (Community Advocate - Adult)

Chris Rice (Community Advocate - Adult)

Seamus Durkin (Community Advocate - Youth)

Oliver Sieve (Community Advocate - Youth)

# APPROACH & GUIDING PRINCIPLES

- Subcommittee identified at most recent Recreation Board meeting will perform due diligence and work collectively to identify a suitable site.
- Multiple prospective sites should be identified, considered and assessed using a widely accepted methodology.
- Park should be outdoors, free to use and ideally not “steal” from an existing recreational structure.
- Site destination should ideally allow not only a space for riders, but for family and friends to observe and enjoy.
- Preference to not build on school grounds in order to minimize disruption of learning, minimize controversy, unfairly favor one school over others, etc.
- Identify a location that minimizes possible adverse impacts to neighboring residents.

# WIDELY ACCEPTED SITE EVALUATION CRITERIA

<b>Accessibility</b>	A skatepark that is easy to get to will get used more often than one that is difficult to access.
<b>Visibility</b>	Help elevate and expose skateboarding for what it is: a healthy, social, athletic activity.
<b>Activity</b>	The more people that come together to share a space, the healthier that space tends to be.
<b>Comfort</b>	The less comfortable a place is, the fewer people will use it.
<b>Feasibility</b>	This is a “catch-all” category that can reflect extenuating circumstances.
<b>Ownership</b>	Existing city owned park/land is ideal.



# SITES CONSIDERED & EVALUATED

<b>Dondero School Playground</b>	<u>Feasibility issues</u> due to potentially high impact to abutters. Isolated location within a densely populated residential neighborhood. Distraction to students during school hours. Increased traffic within densely packed neighborhood. Preference of subcommittee to avoid school location.
<b>Atlantic Heights (under 95 bridge)</b>	<u>Feasibility issues</u> primarily tied to safety concerns associated with falling debris from bridge, NH DOT concerns, etc... <u>Comfort/Safety concerns</u> associated with oil trucks continually filtering in and out of the immediate area. Limited space for parking.
<b>Land near Community Campus</b>	<u>Accessibility concerns</u> given that most riders would have to drive to this location. No easy and safe way to bicycle, skate, scoot to site for the majority of the rider population. <u>Feasibility concerns</u> stemming from the risks of being associated with a sports complex that might or might not ever get built.
<b>Bohenko Park</b>	<u>Feasibility concerns</u> associated with its proximity to the river (possible safety & environmental impacts). <u>Accessibility issues</u> associated with lack of parking.

# SITES CONSIDERED & EVALUATED *CONTINUED*

<b>Recreational Space at PMS</b>	<u>Feasibility issues</u> due to potentially high impact to abutters and would require repurposing of existing facilities such as tennis courts, baseball field, dog park, etc. All are extremely valued facilities and would likely lead to a protracted debate and jeopardize the likelihood of a prospective park.
<b>Lister Academy</b>	<u>Accessibility issues</u> due to lack of sidewalks leading to school except for the Pannaway neighborhood. Existing field in back is widely used for PGSA and other purposes. <u>Visibility Issues</u> due to location not being visible from road/sidewalk.
<b>Jones Ave Land</b>	<u>Visibility issues</u> due to possibly remote location. <u>Feasibility issues</u> associated with site preparation cost. Concerns about proximity to former landfill. This area is also used for passive recreation as well as school sports (x-country track).
<b>Peirce Island</b>	<u>Accessibility concerns</u> associated with increased skateboard traffic through downtown which is currently illegal. <u>Feasibility issues</u> related to climate change impacts long term, site preparation costs. <u>Visibility issues</u> - isolated spot without adequate passive monitoring.



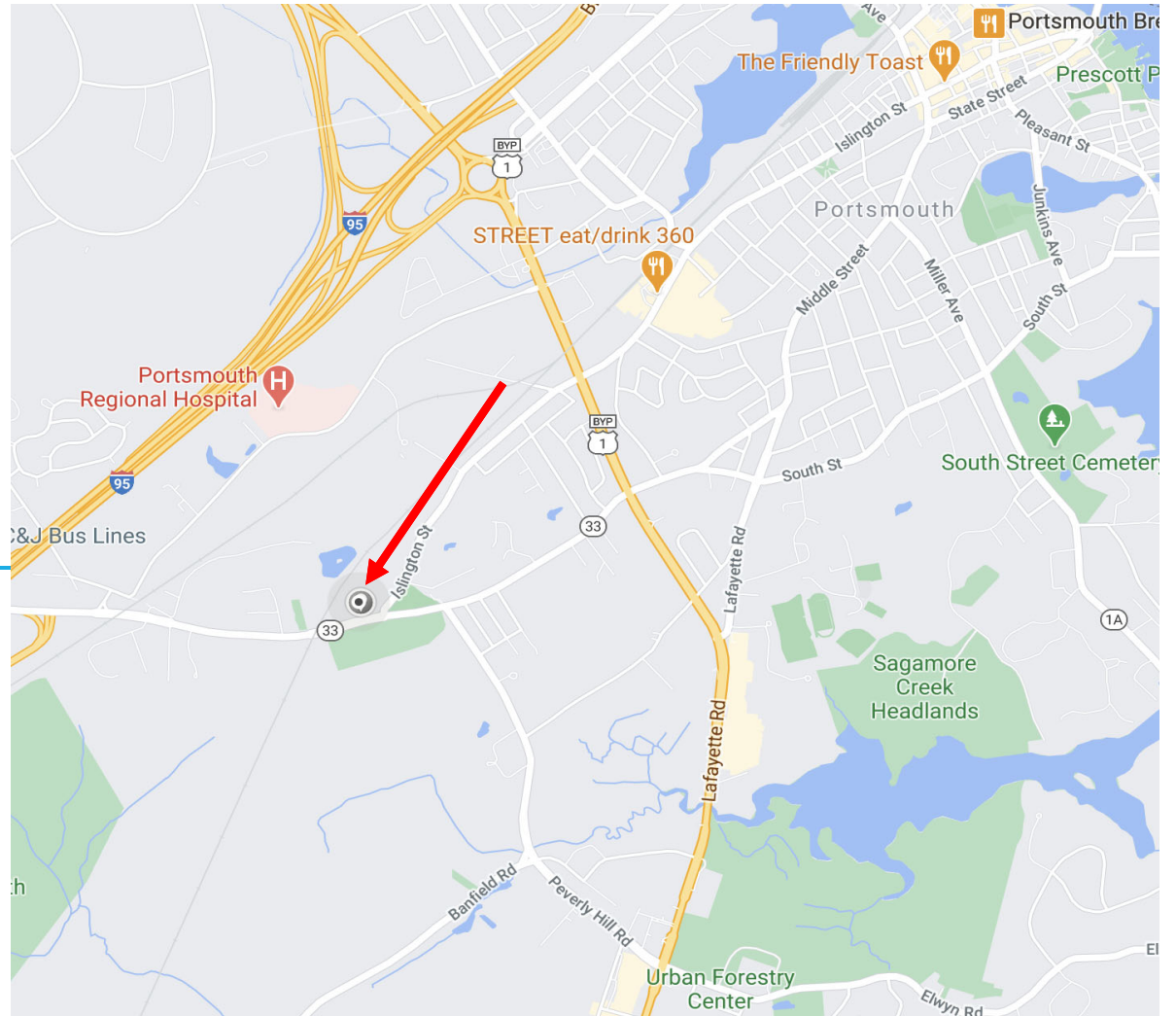
RECOMMENDED SITE  
“STUMP DUMP”

<b>Accessibility</b>	Can be easily accessed via Islington St. sidewalk, Coast Bus Local Route 40 proximity, rail trail, vehicle access. Future access from Peverly Hill Road sidewalk and/or bike lane
<b>Visibility</b>	Continual pedestrian and automobile traffic provide passive monitoring of space (not hidden away)
<b>Activity</b>	Would ideally be collocated with other activities such as frisbee golf course, “pee wee” field, etc... helps to further establish a neighborhood by serving as a connection point for those living on/near Route 33 and Islington St. Proximity to Plains Field
<b>Comfort</b>	Safe site especially if collocated with another activity. Ideally site would have adequate parking, restrooms, park benches with coverings to shield sun, etc...
<b>Feasibility</b>	Likely minimal site preparation for park given already excavated (cost savings), strong public desire for recreation at this location already, does not displace existing activities given that it would be a new recreational site, limited abutters
<b>Ownership</b>	City owned land - no purchase or lease required

# RECOMMENDED SITE- “STUMP DUMP”

# STUMP DUMP LOCATION- “GATEWAY TO THE WEST END”

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# “STUMP DUMP” - AMPLE SPACE

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# CLOSING THOUGHTS

- Subcommittee universally identified “Stump Dump” location as the most preferred site.
- Input regarding preferred location from skater/rider community is consistent with the subcommittee finding (per proxies: Seamus and Oliver).
- No other location came close in terms of satisfying outlined site evaluation criteria and guiding principles.
- Subcommittee has recognized that only 10% of the available land at the “Stump Dump” would be required for the actual skatepark, preserving over 125,000 ft<sup>2</sup> for other active and passive recreation options (i.e., parking, benches, multi-use field).
- Route 33 is the “gate from the west” to our city- Portsmouth’s “front door.”
- An attractive entrance is beneficial to the residents of Portsmouth and visitors and encourages tourism.
- The most welcoming entrance to Portsmouth would be greatly enhanced with a skatepark at the Route 33 site- kids playing, doing cool tricks, and having fun being healthy and active.

**DATE:** APRIL 14, 2021

**TO:** CITY CLERK KELLI BARNABY  
MAYOR BECKSTED  
CITY MANAGER CONARD

**FROM:** COUNCILOR HUDA

**SUBJECT:** APRIL 19TH 2021 CITY COUNCIL MEETING AGENDA REQUEST (ZOOM MEETING)  
PLEASE PUT THIS UNDER MY NAME. THANK YOU

- 1 NEW AUDITOR RFP AND MAYOR'S BLUE RIBBON AUDIT COMMITTEE STATUS REPORT
- 2 I MAKE A MOTION FOR A REPORT BACK FROM THE CITY MANAGER TO THE RESIDENTS AND CITY COUNCIL ON THE RECENTLY COMPLETED BOND ISSUANCE OF APPROXIMATELY \$30 MILLION  
(IN PREPARATION FOR THE COUNCIL SESSION ON BONDS - DATE TO BE PROVIDED)

THE PURPOSE OF THIS REPORT IS FOR THE RESIDENTS TO SEE WHAT PROJECTS ARE GOING TO BE FUNDED BY THE ISSUANCE OF THESE BONDS AND FOR THE STAFF TO PROVIDE THE RESIDENTS WITH THE "BEST ESTIMATE TIMELINE" FOR THE PROJECTS THAT ARE IMPORTANT TO EACH NEIGHBORHOOD.

THIS REPORT SHOULD INCLUDE THE FOLLOWING:

- > CIP PROJECTS FUNDED BY THE NEW BOND ISSUANCE INCLUDING:
  - > NAME
  - > AMOUNT
  - > TIMELINE
  - > PROJECT ESTIMATED START DATE
- > IF AN ONGOING PROJECT -PLEASE INCLUDE THE CURRENT % COMPLETE STATUS OF THE PROJECT TO BE FUNDED (I.E. WHAT PHASE OF THE PROJECT IS THIS BOND FUNDING - PHASE 1 -2- 3 OR THE REMAINING 40% OF PHASE 1)
- > OTHER RELEVANT DATA THAT WOULD ASSIST RESIDENTS IN FOLLOWING THEIR CIP PROJECTS.





Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

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

**Date:** April 15, 2021

**To:** Honorable Mayor Rick Becksted and City Council Members

**From:** Karen S. Conard, City Manager *KSC*

**Re:** City Manager's Comments on City Council Agenda of April 19, 2021

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### *Work Session:*

There will be a work session this evening on the Peirce Island Master Plan.

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

#### **A. First Reading of Ordinance Amending Chapter 7, Article IX, Section 7.901 – Penalties, Forfeitures and Separability:**

In its ongoing effort to ensure compliance with applicable City Ordinances, the Parking Division deploys a citation protocol with a view to encouraging residents and visitors to pay the meter system for the use of City-managed parking inventory. This protocol includes patrolling the City's parking spaces to ensure payment, and to issue parking citations when payment is not made, or a driver has allowed their session to expire without renewal. The current fine structure was last revisited in 2013.

The Parking Division recognizes that the City's fine structure no longer encourages the desired behavior, particularly as it pertains to the new daily maximum rates under the Stay and Pay system. Out-of-town guests who find a \$15 citation on their vehicle are now more prone than before to simply skip payment for the remainder of the day, rather than be encouraged to either vacate the space or continue their parking session. Additionally, research of surrounding towns shows that Portsmouth lags behind peer averages in several violation categories.

To address this ongoing issue, the Parking Division initially recommended revisiting the fine structure in March 2020 to modify the four most-utilized citation categories. Those recommendations were brought before the Parking and Traffic Safety Committee (PTSC) on March 5, 2020, resulting in a unanimous vote to forward to the City Council for First Reading on March 16<sup>th</sup> prior to the COVID-19 outbreak, which put this item on hold.

The request to update the fine structure was scheduled for first reading at the February 8, 2021 City Council meeting through an amendment to Chapter 7, Article IX, Section 7.901, Penalties, Forfeitures and Separability.

The proposed amendment recommended changes to the four most utilized citation categories of parking fines: session expired; parking in no parking area; emergency snow ban and commercial loading zone. The amendment proposed increasing those fines to \$50, and after 30 days, to \$75 or \$100. The proposed amendment to Chapter 7, Article IX, Section 7.901 did not pass first reading on February 8, 2021. Council members noted they received comments from citizens concerned about the amount of the proposed increase to these parking fines and voted unanimously to refer the proposed parking fine schedule to the PTSC for a report back.

After receiving public comment, the PTSC reviewed the proposed fines for session expired, parking in no parking area, emergency snow ban and commercial loading zone at its March 8, 2021 meeting. After discussion, the PTSC voted unanimously to recommend that the parking fines for session expired, parking in no parking area, emergency snow ban and commercial loading zone be increased to \$35, and if not paid in 30 days, increased to \$55. The PTSC also acknowledged the need to review additional parking violations including safety related violations and enhanced penalties for frequent offenders at a future meeting.

The Fee Committee reviewed the PTSC's recommendations to increase parking fines as set forth above at its March 29, 2021 meeting. The Fee Committee voted unanimously to endorse these recommendations to the City Council to increase the parking fines as described in the [attached schedule](#).

The [attached amendment to Chapter 7, Article IX](#) has been changed since presented at the last Council meeting. Some housekeeping amendments have been removed because the ordinance is going back to PTSC for review of the ordinance as a whole in order to simplify the ordinance, delete obsolete sections and recommend penalties for safety violations and repeat offenders. The [attached amendment](#) includes the proposed fine increases and updates the current section numbers and titles, lists the amount each penalty will increase after 30 days and references parking violations that were in other sections of Chapter 7 but were not included in the penalty section.

*I recommend that the City Council move to schedule a public hearing and second reading at the May 3, 2021 City Council meeting.*

#### ***XIV. Approval of Grants/Donations:***

##### **A. Acceptance of a Donation to the Portsmouth Fire Department - \$150:**

At the April 13, 2021 Fire Commission meeting, the Commission accepted a donation in the amount of \$150 in memory of Vernon Boardman.

*I recommend that the City Council move to accept a donation to the Portsmouth Fire Department in the amount of \$150.*

## *XV. City Manager's Items which Require Action:*

### **1. South Church Temporary Construction License and License Fee Waiver Request:**

The City has received the [attached request from the Unitarian Universalist Church of Portsmouth \(South Church\)](#) asking for a full or partial waiver of the license fees associated with the replacement of the slate roof. The City Council voted unanimously on March 15, 2021 to waive the building permit fee for the roof replacement. The South Church engaged in substantial fundraising in order to replace the slate roof of the historic South Church, one of Portsmouth's most iconic buildings listed on the National Register of Historic Places.

Viking Roofing, Inc., the roofers hired by the South Church, have applied for an encumbrance permit to [encumber City sidewalks, roadway and parking spaces along Church Street, Court Street and Court Place](#). Because the encumbrance of sidewalks, roadway and parking spaces will go beyond 30 days, a license is required. Under City Council Policy No. 2018-02, License Fee for Encumbrance of City Property is \$.05 per square feet and \$35 per day per parking space. The term of the license for the parking spaces on Church Street and partial road closure is from June 3, 2021 through August 1, 2021. The term of the license for the parking spaces on Court Place is from June 5, 2021 through August 15, 2021. The term for the walk through staging for the sidewalk along Court Street is from June 3, 2021 through August 15, 2021.

The total cost for encumbering city land for the partial closure of Church Street during the term of the license is \$5,628. The total cost for encumbering city parking spaces is \$14,280 (\$4,200 for two parking spaces on Church Street and \$10,080 for four parking spaces on Court Place) for a total license fee for all license areas of \$19,908.

The Planning and Legal Department have reviewed and approved the [proposed temporary construction license](#).

*I recommend that the City Council move that the City Manager be authorized to execute and accept the temporary construction license regarding the South Church.*

With regard to the South Church's request for consideration of a license fee waiver, given that there is no Council policy relative to license fee waivers, I am presenting this request to the Council for its consideration.

### **2. One Year Extension of Portsmouth Public Media Inc.'s (PPMtv) Lease of the South Meeting House:**

In 2016, the City entered into a lease agreement with Portsmouth Public Media, Inc. ("PPMtv") to lease the South Meeting House located at 280 Marcy Street for a (5) five year term commencing on May 6, 2016 and terminating on May 5, 2021. PPMtv uses the South Meeting House to provide public access programming for Portsmouth citizens. Like many leases of the City's historic properties, PPMtv is obligated to expend what it would otherwise be assessed as real estate taxes on capital improvements to the property. The South Meeting House is an historic gem that is in need of costly short term repairs to stabilize the building and longer term repairs to preserve the building's historic features.

The City is in the process of getting estimates for the costs associated with the short term repairs necessary to stabilize the building. PPMtv and the City will be jointly applying for a grant from the New Hampshire Preservation Alliance to do a preservation assessment to assist the City and PPMtv in prioritizing a schedule of future repairs and improvements. This assessment will be critical for future grant applications.

The City and PPMtv have agreed to extend the current lease for a one year term. During that year, the City and PPMtv will have time to evaluate the short and long term expenditures necessary to stabilize and preserve the building, create a prioritized schedule of capital improvements and repairs, and determine an apportionment of these costs between the City and PPMtv. The lease will then come back to Council prior to the expiration of this one year extension to amend the term and add an updated schedule of prioritized capital improvements and repairs with an apportionment of costs between the City and PPMtv.

*I recommend that the City Council move to approve the one year extension of PPMtv's lease of the South Meeting House with the City.*

### 3. **Lafayette Trail Interpretive Marker Proposal:**

The City has been contacted by Julien Icher, President of the Lafayette Trail Inc., a nonprofit organization created to increase mutual understanding between the peoples of France and the United States, to raise awareness about General Lafayette's critical contribution to the founding of the United States, and to document, map, and mark Lafayette's footsteps in the United States during his 1824-1825 Farewell Tour. In implementing the organization's mission, Mr. Icher was authorized by the State Legislature to develop the trail in New Hampshire under SB217, co-sponsored by former Senator Fuller Clark in 2019.

To date, Mr. Icher has worked successfully with the cities of Cornish, Claremont, Newport, and most recently Derry and Hopkinton to erect donated markers interpreting General Lafayette's travels. He has now reached out to the City of Portsmouth to donate a Lafayette Trail interpretive sign to commemorate Lafayette's visit to Portsmouth on September 1, 1824.

Please find attached correspondence and related attachments from Mr. Icher which provide additional information about Mr. Lafayette's visit to Portsmouth, as well as what information Mr. Icher needs from the City in order to process, manufacture and ship the donated sign. If accepted, the City would only be responsible for mounting the sign atop the pole, and installing and maintaining the donated sign which would be done by the Public Works Department.

City staff has reviewed potential sites for installation of an interpretive sign related to the General's visit to the City in 1824 and, if approved by City Council, recommends one of the following locations:

- At Vaughan Mall in front of the Franklin Block Building; or
- In front of the Governor Langdon House on Pleasant Street (with permission from Historic New Hampshire); or
- In Market Square affixed to an existing sign in front of former Jefferson Hall (the former Bank of America Building).

The City is in agreement that the request from Mr. Icher for an interpretive sign of Lafayette's visit to the City would be an appropriate addition to the City's historic marker inventory and recommends approval of this request.

*I recommend that the City Council move to grant the City Manager authorization to work with the Lafayette Trail organization for acceptance and installation of a donated historic marker in the City.*

4. **Request to Manage Contract for Seacoast Stormwater Coalition:**

As part of the City's ongoing efforts to meet its obligations under the Environmental Protection Agency's MS4 permit regulating point and non-point source stormwater discharges, the Deputy Public Works Director, Brian Goetz, and the Deputy City Attorney, Suzanne Woodland, recommend that the City serve as fiscal agent and contract manager for certain work to be undertaken by the engineering firm VHB to be paid for by the New Hampshire Seacoast Stormwater Coalition (SSC).

The SSC, consisting of over twenty communities, is seeking to develop resources, guidance and an inspection template that towns and municipalities can use to better promote, track and enforce the implementation of best management practices (BMPs) for privately-owned parking areas and drainage infrastructure. This guidance, which will likely consist of protocols and procedures, will be available to the SSC members including the City of Portsmouth. City staff is prepared to act as the fiscal agent and administer the contract. The City of Portsmouth is currently contracted with the engineering firm VHB to develop a stormwater masterplan for Portsmouth.

The City of Portsmouth was asked by the SSC to serve as fiscal agent and manager for this SSC effort because it complements the City's ongoing work, and Portsmouth's leadership in this field is recognized in addressing permit compliance. This effort by the City and SSC will also interconnect with the collaborative efforts that are underway to satisfy Part Three of the Great Bay Total Nitrogen General Permit.

The Southeast Watershed Alliance, which is currently servicing as fiscal agent for the SSC is prepared to issue a check to the City of Portsmouth in the amount of \$33,652.27 to cover the full cost of VHB's work.

*I recommend that the City Council authorize the City Manager to accept funds from the Southeast Watershed Alliance/Seacoast Stormwater Coalition for the purpose of administering a contract with VHB for the stormwater management purposes described.*

5. **Portsmouth Brewery and Portsmouth Gas Light Co. Temporary License for Relocating Dumpsters to Public Parking Lot:**

Portsmouth Brewery and the Portsmouth Gas Light Co. have requested permission to temporarily relocate two dumpsters from the private alleyway behind their properties at 56 and 64 Market Street to the public parking lot located at the corner of Hanover Street and Market Street.

The purpose for this request is to enable the restaurants to expand their outdoor dining areas into the alleyway for the outdoor dining season. The proposed location is shown on the [attached plan](#) and will require use of one parking space in the lot to allow for trash trucks to turn around in the lot.

As this request is being submitted for the purposes of outdoor dining, City staff is recommending that the license fees be waived to be consistent with the Council's decision this year to waive fees for other outdoor dining uses on public property. However, given this request is for relocation of the dumpsters to public property rather than placing outdoor dining on public property, staff feel it is appropriate for the Council to make the determination on granting of this license rather than the City Manager.

*I recommend that City Council move that the City Manager be authorized to execute and accept a temporary license to allow the placement of two dumpsters on a City public parking lot and that any applicable license fees be waived.*

6. **Tuscan Market Request for Sidewalk Café License:**

Attorney Bosen has submitted a request on behalf of his client, Tuscan Market, for permission to use the sidewalk area in Market Square located in front of the restaurant for outdoor dining. Because this request is a modification from what the Council approved last year (2020 [plan attached](#)), City staff have advised this request should go before the Council for review and approval. [Portsmouth Feed Co.'s outdoor dining plan for 2021](#) is also included in materials for the Council's information.

As this request is being submitted for the purposes of outdoor dining, City staff is recommending that the license fees be waived to be consistent with the Council's decision this year to waive fees for outdoor dining uses on public property.

An appropriate action would be to either grant or deny the request and, if granted, authorize the City Manager to execute and accept a sidewalk café license and waive any applicable fees.

7. **FY21 Bond Rescinding Resolution:**

I am bringing forward a [resolution to rescind authorized unissued borrowing authority](#) whereas the projects have been completed leaving an unused balance in the amount of \$593,404.56. This resolution requires a majority vote of the City Council.

An unissued loan authorization remains on the City's books indefinitely, and is used in the State's debt limit calculation according to RSA 33, until such time that they are borrowed or rescinded. As a part of financial housekeeping, the following unissued General Fund, Water and Sewer Bond Authorizations should be rescinded:



General Fund

- i. Resolution #5-2019 for \$2,500,000 Rescind amount \$439,185.24

[Resolution #5-2019](#) adopted by the City Council on May 20, 2019, authorized borrowing by the City of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) for the cost related to construction of a Senior Center.

The City has completed the construction of the Senior Center leaving an unused balance of borrowing authority in the amount of Four Hundred Thirty-Nine Thousand One Hundred Eighty-Five Dollars and Twenty-Four Cents (\$439,185.24).

Sewer Fund

- ii. Resolution #15-2019 for \$7,145,000 Rescind amount \$93,642.35

[Resolution #15-2019](#) adopted by the City Council on July 15, 2019 authorized borrowing by the City of up to Seven Million One Hundred Forty-Five Thousand Dollars (\$7,145,000) for Annual Sewer Line Replacements, Consent Decree Mitigation, Pleasant Street Sewers, and Maplewood Avenue Area Reconstruction.

The City has completed the aforementioned upgrades leaving an unused balance of borrowing authority in the amount of Ninety-Three Thousand Six Hundred Forty-Two Dollars and Thirty-Five Cents (\$93,642.35).

Water Fund

- iii. Resolution #16-2019 for \$4,623,000 Rescind amount \$60,576.97

[Resolution #16-2019](#) adopted by the City Council on July 15, 2019 authorized borrowing by the City of up to Four Million Six Hundred Twenty-Three Thousand Dollars (\$4,623,000) for Water Line Replacement, Reservoir Management, Madbury Wells, Water Transmission Main Replacement, Pleasant Street Water Mains, and Maplewood Avenue Area Construction.

The City has completed the project leaving an unused balance of borrowing authority in the amount of Sixty Thousand Five Hundred Seventy-Six Dollars and Ninety-Seven Cents (\$60,576.97).

*I recommend the City Council move to approve rescinding the remaining borrowing authority with regard to the following resolutions:*

*General Fund:*

- i. Resolution #5-2019 for \$2,500,000 – Rescind amount \$439,185.24*

*Sewer Fund:*

- ii. Resolution #15-2019 for \$7,145,000 – Rescind amount \$93,642.35*

*Water Fund:*

- iii. Resolution #16-2019 for \$4,623,000 – Rescind amount \$60,576.97*

(The total amount to be rescinded would be \$593,404.56).

## *XVII. Presentations and Consideration of Written Communications and Petitions:*

### **B. Presentation and Report Back on Peverly Hill Road Complete Street Project:**

At the April 5, 2021 City Council meeting, the Council voted to request the City Manager and staff to report back at its next meeting regarding the installation of just a sidewalk along the roadway of Peverly Hill Road in lieu of the current preferred option of a project with a sidewalk and separate multi-use path.

City staff and the City's consultant will present the requested sidewalk only alternative as well as its potential impact to funding and project schedule at this evening's meeting.

The City obtained a State/Federal grant through the Congestion Management and Air Quality (CMAQ) program to help fund improvements that will link the Middle Road/Portsmouth Plains area to the Route 1 corridor. The original CMAQ application included bicycle amenities as well as a sidewalk consistent with the 2005 Citywide Master Plan (see [attached CMAQ application](#)).

Additional information related to this project and the City's Complete Streets program can be found at the following links:

<https://www.cityofportsmouth.com/publicworks/transportation/complete-streets-program>

<https://www.cityofportsmouth.com/publicworks/peverly-hill-road-complete-streets-project>

## *XVIII. City Manager's Informational Items:*

### **1. Report Back on Spinnaker Point as Requested by Assistant Mayor Splaine 4/5/2021:**

The following is a brief report-back as requested by Assistant Mayor Splaine at the April 5<sup>th</sup> City Council meeting.

The City entered into an agreement to manage the Field House with the Spinnaker Point Condominium Association ("Spinnaker"). The Agreement has a 30 year term effective July 1, 2001. Using the effective date, the 30 year term ends on June 30, 2031. Since the initial agreement was executed, a number of amendments have been made addressing the number of non-resident membership, the most recent in 2010 capped the non-resident membership at 300 indefinitely if total membership was 1,900 or less. [Attached are copies of the original Lease and the four amendments.](#)

The Agreement obligates the City to manage and operate the Field House in a manner determined by the City to be in the best interest of the public. The City is responsible for all expenses relative to the maintenance and operation of the property and pays an annual reimbursement fee of roughly \$14,000 to the Spinnaker Point Condominium Association. This amount is adjusted annually in accordance with the Consumer Price Index.



Upon termination of the Agreement on June 30, 2031, the City will turn over all rights, title and interest to the Field House and the land beneath the building to Spinnaker including the gymnasium which was built by the City and is currently City owned property.

In recent years a list of capital repairs have been identified along with deferred maintenance items. These needs were identified as part of a facilities evaluation completed by Petersen Engineering, along with input from the Recreation Department and feedback from users of the facility. [Attached is a summary of identified needs](#) at the facility and projects completed along with projected costs.

In March 2020, the facility was closed to the public due to the COVID-19 pandemic. During the shut-down, staff have been able to complete over \$730,000 in upgrades to the facility. These upgrades include a new roof, renovations to the men's and women's locker rooms, repairs to the pool and hot tub as well as many other maintenance items.

These investments were paid for from prior years' Facilities Capital Funding as well as annual operating budgets for facilities maintenance.

The air handling system at the Spinnaker Point Adult Recreation Facility, which was sufficient for operations pre-COVID, does not currently meet the air circulation performance criteria established by the Centers for Disease Control and Prevention. The investment to improve or replace this system is well in excess of currently budgeted funds. The City continues to monitor data from the NH Department of Health and Human Services and the Governor's guidelines, and will revisit the decision once the percent positivity rate declines. These deficiencies with the facility's heating and air conditioning (HVAC) system have sparked a larger, more general conversation regarding the ability to reopen the facility once COVID-19 restrictions are lifted. Public Works staff are working with the Recreation Department, Inspection Department and Health Officer to determine what steps are required to allow occupancy of the facility once COVID-19 restrictions have ended. Initial estimates for comprehensive HVAC repairs are in excess of \$520,000.

2. **Reimbursement for COVID-19 Vaccination Efforts:**

Please find [attached a memorandum regarding reimbursement from the State of New Hampshire for the Fire Department's COVID-19 vaccination services.](#)

# South Church

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



RECEIVED

MAR 29 2021

CITY MANAGER  
PORTSMOUTH, NH

March 29, 2021

Ms. Karen Conrad  
City Manager of Portsmouth  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Ms. Conrad,

RE: South Church Roof and Masonry Project (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.

We want to express our sincere thanks to the Portsmouth City Council, which unanimously waived the \$7,400 building permit fee for this project during their meeting on March 15th.

Viking Roofing and I are working with Jason Page, your Code Enforcement Officer, on the parking and sidewalk closures that we will need from April 19th through August 19th. The project is currently planned over four months due to the size of the roof, the replacement of the copper flashing, and the repointing of the masonry on the bell tower and around the ten large windows.

We are currently looking at considerable expense from:

- 1) The sidewalk closures on the north side of Court St. (~ 900 square feet) and the east side of Court Place (~ 900 square feet).
- 2) The use of all of the parking spots on the east side of Court Place.
- 3) The use of the two parking spots on the east side of Church St.

Would the City of Portsmouth be willing to waive all or part of these fees for this church project? 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 east side of the church.

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  
email: [kimaschnell@gmail.com](mailto:kimaschnell@gmail.com)

**LICENSE AGREEMENT**  
**FOR UNITARIAN UNIVERSALIST CHURCH**  
**292 STATE STREET**

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 the Unitarian Universalist Church (aka "South Church" "Owner"), 292 State Street, Portsmouth, NH 03801 through their agents, Viking Roofing, Inc. (hereinafter "Licensee") with a principal place of business at 10 Clinton Drive, Hollis NH pursuant 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 292 State Street, shown on the City of Portsmouth's Assessor's Map as Tax Map at Map 0116, Lot 0008. ("Property").

The City authorizes Licensee to temporarily use eight parking spaces, 2 located on Church Street and 6 parking spaces located on Court Place, sidewalks that abut the Property along Court Place and Court Street and a partial road closure of Church Street as more particularly described in the attached Exhibit A, and as follows:

**License Area A:** This License Area Includes two parking spaces located on Church Street;

**License Area B:** This License Area includes 1,876 square feet for the partial closure of Church Street.

**License Area C:** This License Area includes four metered parking spaces along Court Place.

**License Area D:** This License Area includes 922 square feet of sidewalk that abuts the Property along Court Street. This sidewalk encumbrance will include walk through staging to permit public access.

2. **Use:** Licensee shall make use of the License Areas for the purpose of facilitating the Licensee's replacement of the roof on the Property.
3. **Term:** The license for License Areas A and B shall be from June 3, 2021 through August 1, 2021 for a total of 60 days. The license for License Area C shall be from June 5, 2021 through August 15, 2021 for a total of 72 days. The license for License Area D shall be from June 3, 2021 through August 15, 2021 for a total of 74 days. Licensee may make application to the City Manager for an extension of this term, not to exceed an additional six (6) months, should Licensee, in spite of due diligence in the construction of the project, require additional time to complete the project. Owner shall be responsible for applicable license fees associated with any extension of the term.

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. Licensee shall contact the Director of Public Works for a determination that the License Area has been 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 by the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee returns the License Area to the City's control and 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.
5. **License Fees:** 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 encumbered by this License as determined by the fee schedule.
6. **License Areas:**  
  
**License Area A** includes two parking spaces on Church Street. The daily fee for each parking space is \$35 a day and the daily fee for the two parking spaces is \$70.

The \$70 daily License Fee for the two parking spaces will be paid for the 60 day License Term for a total License Fee of **\$4,200**.

**License Area B:** This License Area includes 1,876 square feet for partial closure of Church Street. The daily fee is \$0.05 per square foot per day for 1,876 square feet is \$93.80 per day. The daily License Fee will be paid for the 60 day License Term for a total License Fee of **\$5,628**.

**License Area C** includes four parking spaces on Court Place. The daily fee for each parking space is \$35 a day and the daily fee for the four parking spaces is \$140.

The \$140 daily License Fee for the four parking spaces will be paid for the 72 day License Term for a total License Fee of **\$10,080**.

**License Area D:** This License Area includes 922 square feet of sidewalk which abuts the Property along Court Street. This sidewalk encumbrance will include walk through staging to permit public access so there is no License Fee charged.

**The Total License Fee for License Areas A-C is \$19,908.**

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.

7. **Indemnification:** 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.
8. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and will name the City as an additional insured.
9. **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.

10. **Damage:** 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.
11. **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.
12. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice provided 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.
13. **Contractor and Subcontractor Parking:** 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

**Unitarian Universalist Church**

By: \_\_\_\_\_

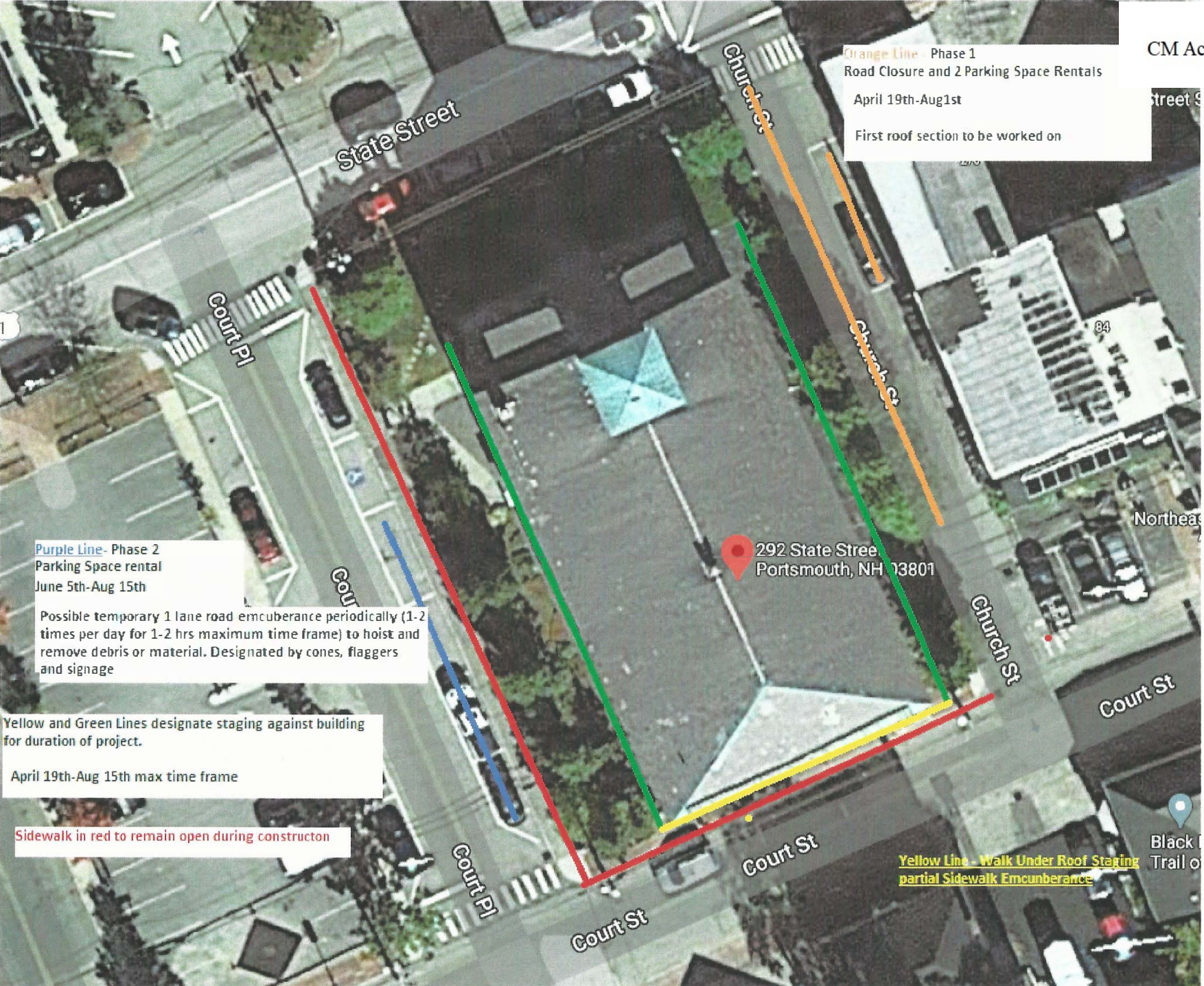
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Viking Roofing, Inc.**

By: \_\_\_\_\_

h/jferrini/license/292statestreetsouthchurch





Orange Line - Phase 1  
Road Closure and 2 Parking Space Rentals  
April 19th-Aug1st  
First roof section to be worked on

Purple Line - Phase 2  
Parking Space rental  
June 5th-Aug 15th

Possible temporary 1 lane road encumbrance periodically (1-2 times per day for 1-2 hrs maximum time frame) to hoist and remove debris or material. Designated by cones, flaggers and signage

Yellow and Green Lines designate staging against building for duration of project.

April 19th-Aug 15th max time frame

Sidewalk in red to remain open during construction

Yellow Line - Walk Under Roof Staging  
partial Sidewalk Encumbrance

Black Trail of

CITY OF PORTSMOUTH  
AND  
PORTSMOUTH PUBLIC MEDIA, INC.

Dated as of \_\_\_\_\_, 2021



THIS LEASE AGREEMENT dated as of \_\_\_\_\_, 2021(the "Lease Agreement"), is by and between the City of Portsmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Hampshire and having a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire and Portsmouth Public Media, Inc.("PPM") a non-profit corporation organized under the laws of New Hampshire, c/o Chad Cordner, Executive Director, 280 Marcy Street, Portsmouth, New Hampshire 03801 ("Parties").

WHEREAS the City has available for reuse the property known as the South Meeting House, located at 280 Marcy Street, Portsmouth New Hampshire (the "Premises");

WHEREAS PPM requires meeting and studio space to fulfill its mission to provide public access programming for the benefit of Portsmouth citizens;

WHEREAS PPM obtained input from the "Friends of the South End" regarding use of the Premises;

NOW THEREFORE the Parties agree as follows:

## ARTICLE I

### REPRESENTATIONS AND COVENANTS

Section 1.1 Representations and Covenants of the City: The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The City has a fee interest in the Premises and hereby agrees to lease the Premises to PPM for one (1) year pursuant to the terms of this Lease Agreement.
- (b) The City has full legal right and authority to execute and deliver this Lease Agreement and all other documents contemplated by this Lease Agreement.

Section 1.2 Representations and Covenants of PPM: PPM makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) PPM is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State and has full legal right and authority to execute, deliver and perform this Lease Agreement and the other documents contemplated hereby.
- (b) This Lease Agreement and the other documents contemplated constitute legal, valid and binding obligations of PPM enforceable against PPM in accordance with their respective terms.
- (c) PPM acknowledges and agrees that it has inspected the Premises and the City makes no warranty or promises regarding condition of the Premises.

## ARTICLE II

### PREMISES

Section 2.1 Premises Description: The Premises consists of the land, building and other improvements at the South Meeting House located at 280 Marcy Street, Portsmouth New Hampshire. The Premises includes the parking areas on the southerly side of the property, five (5) spaces. The Premises shall not include the existing eleven (11) parking spaces located on the northerly side of the property and the five (5) spaces on the westerly side of the property at the rear of the building; such spaces to remain subject to municipal regulation in the usual course. The City will designate handicapped-accessible parking for the Premises on either the north or west side parking areas as the City deems necessary for compliance with the Americans with Disability Act.

## ARTICLE III

### DEMISING CLAUSES AND RENTAL PROVISIONS

Section 3.1 Demise of Premises and Duration: The City hereby leases the Premises to PPM and PPM hereby takes the Premises for its use upon the terms and conditions of this Lease Agreement. The Premises are subject to the rights-of-ways, easements, covenants and restrictions of record. The leasehold estate shall be for one (1) year and commence on, \_\_\_\_\_ 2021 and end on \_\_\_\_\_, 2022.

Section 3.2 Consideration: As consideration of the lease of the Premises, PPM shall:

(a) Perform all operational maintenance within the building including without limitation all: 1) internal heating, plumbing, insulation, ventilation, air conditioning fixtures and equipment; and 2) cosmetic features such as paint, carpet, curtains, and furniture; and 3) structural features such as windows, doors, roof, and siding.

(b) Provide upkeep and maintenance to the grounds for safe public access and an appearance consistent with that of the surrounding residential neighborhood, including without limitation all: 1) landscaping, grass, trees/shrubs and other plantings; and 2) improvements such as walkways, stairs, and other public access areas; and 3) the one parking area that is part of the leased Premises; however the City will perform snow removal as needed.

(c) Provide upkeep and maintenance to the unique historic clock tower, including weekly winding and all other work necessary to keep the bell ringing and the clock in working order;

(d) In any given twelve-month period commencing with the effective date of this lease PPM shall expend no less on the performance of capital improvements to the premise than would otherwise be due to the City in real estate taxes with respect to the Premises. PPM shall provide City with labor and material receipts demonstrating that the required amount has been paid by PPM. In the event that PPM fails to expend at least the amount which would have been

due as real estate taxes, then PPM shall make up the difference by a cash payment to City on each anniversary date of this lease. Nothing shall prevent PPM from making capital improvements expenditures in excess what would otherwise be due to the City for real estate taxes in any given twelve-month period . If such expenditures are made, then they shall be deemed a credit towards the lease payment that PPM would otherwise be liable for in the following year or years.

(e) Provide the City with annual reports identifying the maintenance and upkeep of the Premises (other than payment of usual utility costs).

(f) Make available to the organization known as the Friends of the South End ("FOSE"), or such other successor organization as the City designates, a meeting room at least once a month for its meetings. The meeting shall be scheduled at least two weeks in advance at a mutually agreed upon time. The size and configuration of meeting room will be constructed in accordance with the needs of PPM.

(g) Grant public access to the outside sitting area at the front entrance of the building along Marcy Street for passive recreational purposes only and not as a public forum; in the event that public access interferes with normal business operations or if the outside sitting area is vandalized, then PPM may, with concurrence of the City revoke public access.

(h) Limit hours for daily operations to the hours of 7 a.m. to 9:00 pm. Use outside of those times for editing and like functions is permitted provided the use does not create a nuisance; for example that there is no light spillage beyond the property lines, and noise otherwise is minimal. PPM may, no more than six times a year, hold special events (such as fundraising or film screenings) beyond the hourly limitations of 7:00 a.m. to 9:00 p.m. as long as FOSE and the City are given advance notice of the event and PPM makes reasonable efforts to limit negative impacts to the neighborhood in consultation with FOSE and the City as may be appropriate/applicable.

(i) Parking on the southerly side of the property, which is part of the demised Premises, may be posted by PPM as a tow area or otherwise regulated by PPM.

(j) Permit the City during the lease term to install and maintain wireless, meter-reading or related technology for municipal or public uses. Should the City exercise such right, the City will coordinate such technology use with PPM so as not to interfere with PPM's operations.

(k) Provide to the City and its duly authorized agents access for quarterly inspections at all reasonable times and upon reasonable advance notice to inspect the Premises for compliance with this Lease Agreement. Access shall be coordinated with PPM so as not to interfere with PPM's use of the Premises. PPM shall allow access for additional inspections upon reasonable request.

Section 3.3 Proof of Financial Resources: As may be requested by the City (no more than annually), PPM shall demonstrate to the City adequate financing through such means as fundraising, underwriting, donations or other methods to obtain adequate financing, to provide

for the operation and maintenance of the Premises. PPM shall upon request by the City (no more than annually), provide a capital pro forma showing the detailed sources and uses of funds to operate and maintain the Premises. This provision supplements financial disclosure requirements that PPM has under the Cable Television Public Access Trust.

Section 3.4 Renewal Terms: Within 4 months prior to expiration of the one (1) year lease, in the event that PPM is able to demonstrate adequate financing, the City and PPM shall enter into negotiations for a renewal of the lease for a one (1) year term and shall use best efforts to conclude such negotiations two months prior to the transition of the lease. Nothing in this section shall require the City to provide the same terms and conditions as this Lease Agreement, including but not limited to seeking rent and/or payments in lieu of taxes.

Section 3.5 Franchise Fee: The City acknowledges that during the term of this Lease Agreement the existing Renewal Cable Television Franchise Agreement (“Franchise Agreement”) will expire on February 29, 2024, from which the Franchisee (Comcast) is obligated to pay five percent (5%) of its Gross Annual Revenues, as defined therein, to the City of Portsmouth, a portion upon which PPM materially relies for its annual budget. If the amount received by PPM, either directly or indirectly, from revenues derived from the franchise Agreement materially diminishes, Lessee shall have the option, to be exercised within sixty (60) days of notice of the change, to terminate this agreement without penalty.

## ARTICLE IV

### CONSTRUCTION, MANAGEMENT AND MAINTENANCE

#### Section 4.1 Maintenance and Modifications by PPM:

(a) During the Lease Term, PPM shall: (i) keep the Premises in a reasonably safe condition; (ii) maintain all utilities including heat in the Premises at a minimum 55 degrees; and (iii) operate its business in a sound and economic manner; (iv) limit noise, outside lighting and the number of vehicles on the property in a manner consistent with the residential character of the surrounding neighborhood.

(b) PPM may make any internal structural additions, modifications or improvements to the Premises or any part thereof, provided: (i) such actions do not adversely affect the structural integrity of the Premises; (ii) are consistent with historic preservation requirements described in this Lease Agreement; and (iii) have the prior written approval of the City. The approval of the City shall not be unreasonably withheld. All such additions, modifications or improvements made by PPM shall become a part of the Premises.

(c) No external improvements are anticipated during this one-year term. Should PPM elect to undertake such external improvements, PPM shall obtain the advance written consent of the City and comply with all historic preservation requirements described in this Lease Agreement.

(d) PPM shall obtain all permits and approvals from all local, state and federal agencies as may be required prior to any construction, additions, modifications or improvements.

(e) PPM shall provide the City will copies of plans, studies, construction drawings, engineering studies and related documents that may be developed by PPM for the Premises.

(f) PPM shall not place banners or other signage without prior written approval from the City and such banners and signage shall be subject to any and all local, state or federal regulations relative to signage.

Section 4.2: Historic Preservation Requirements: Construction, rehabilitation, maintenance and repair shall, as applicable, be in accord with: (i) the Secretary of the Interior's Standards for Rehabilitation for preservation; and (ii) in compliance with the Historic District restrictions contained in the City of Portsmouth's Zoning Ordinance.

Section 4.3 Equipment/Installation of Additional Equipment: PPM may install additional machinery, equipment or other personal property which if attached or affixed to the Premises, such machinery, equipment or other personal property shall become the property of the City unless the City otherwise agrees in writing. With advance written consent of the City, PPM may remove or permit the removal of such machinery, equipment and other personal property from the Premises, provided that any such removal of machinery, equipment or other personal property does not adversely affect the structural integrity of the Premises. If any damage is occasioned to the Premises by such removal, PPM agrees to promptly repair such-damage-at its own expense.

Section 4.4 Coordination with the City: Whenever PPM undertakes construction, rehabilitation or maintenance efforts that may materially increase the number of vehicles servicing the Premises, require use of a dumpster, create substantial noise or other disturbance, PPM will advise the City of the schedule of such construction efforts and work cooperatively with the City to minimize the negative impact on abutters.

Section 4.5 Early Termination: Either party may, upon 2 months written notice, terminate this Lease Agreement should there arise extraordinary necessary repairs to the Premises, such as but not limited to replacement of the roof or substantial failure of any of the mechanical systems. Neither party shall be required to bear the cost of such replacement and repair.

Section 4.6 Damage or Destruction of the Premises: If the Premises shall be damaged or destroyed (in whole or in material part) at any time during the Lease Term, the City shall have no obligation to repair, replace, restore or relocate the Project and the City may exercise its right to terminate this Lease Agreement.

## ARTICLE V

### UTILITIES, TAXES AND INSURANCE

Section 5.1 Utility Charges, Assessments and Taxes:

(a) PPM agrees to pay, as the same become due any fine, penalty, interest (except

interest which is payable in connection with legally permissible installment payments) or other cost may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (i) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Premises; and (ii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; PPM may in good faith contest any such assessments and other charges.

(b) PPM shall be responsible for payment of the gas/oil bill necessary to provide heat to the Premises.

**Section 5.2 Insurance Required:** Throughout the Lease Term, PPM shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by entities engaged in the types of activities in which PPM will be engaged, including, but not necessarily limited to:

(a) Workers' compensation insurance, disability benefits insurance and each other form of insurance which PPM is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of PPM.

(b) Insurance protecting PPM against loss or losses from liability imposed by law or assumed in any written contract or arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or other occurrence, with a limit of liability of not less than \$2,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage of which \$1,000,000 may be provided under an "umbrella" policy); comprehensive automobile liability insurance covering all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit or equivalent, protecting PPM against any loss or liability or damage for personal injury, including bodily injury or death, or property damage).

**Section 5.3 Additional Provisions Respecting Insurance:** All insurance required by this Lease Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by entities engaged in the types of activities in which PPM will be engaged. An policies evidencing required insurance shall provide for payment of the losses to PPM, however, the City shall be identified as an additional insured party.

**Section 5.4 Right of City to Pay Utilities, Insurance Premiums and Other Assessments or Charges:** If PPM fails (1) to pay any utility charges, together with any fine, penalty, interest or cost which may have been added thereto, (ii) to maintain any insurance required to be maintained, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Project, or (iv) to pay any other amount or perform any act hereunder required to be paid or performed by PPM hereunder, the City may pay or cause to be paid such charge, premium for insurance or other payment or may perform any such act. No such payment shall be made by the City until at least ten (10) days have elapsed since written notice shall have been given by the City to PPM of the City's intent to pay. No such payment shall be made if



PPM is contesting the same in good faith to the extent and as permitted by this Lease Agreement unless an Event of Default hereunder shall have occurred and be continuing. No such payment by the City shall affect or impair any rights of the City hereunder arising in consequence of such failure by PPM. PPM shall reimburse the City for any amount so paid or for reasonable expenses or costs actually incurred from unrelated third parties in the performance of any such act by the City pursuant to this Section.

Section 5.5 During the one (1) year term of this Lease Agreement PPM may apply for an exemption as provided under RSA 72:23. Provided that PPM meets the test for charitable use set further in RSA 72:23(I), no taxes shall be due. PPM shall provide documentation to the City's Assessor annually by April 15<sup>th</sup> of each year and as may be reasonably requested to establish charitable use.

In the event that PPM does not meet the test for charitable use set forth in RSA 72:23 (I) for any given year in the lease term, and taxes/payments in lieu of taxes are assessed, then PPM shall have the right, but not the obligation, to terminate the lease after providing a six month written notice to the City. The payment in lieu of tax articulated in Section 3.2(d) above shall be pro-rated to the date of termination of the Lease.

## **ARTICLE VI**

### **SPECIAL COVENANTS**

Section 6.1 Alcohol on the Premises: There shall be no storage, consumption or service of alcoholic beverages on the Premises in connection with fundraising/social activities without the advance written approval of the City, and such approval shall not be unreasonably withheld.

Section 6.2 No Warranty of Condition or Suitability by City: The City makes no warranty, either express or implied, that the Premises is or will be suitable for PPM's purposes or needs. PPM assumes the Premises as is and the City shall have no responsibility for the abatement of any hazardous materials or conditions on the property except as may be required under state and federal law.

Section 6.3 Hold Harmless Provisions:

(a) PPM agrees that the City, its Councilors, agents, and employees shall not be liable for and agrees to defend, indemnify, release and hold the City, its Councilors, agents, and employees harmless from and against any and all liability for loss or damage to Property or injury to or death of any and all Persons arising, directly or indirectly, in connection with this Lease or the Project. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the City, or any of its Councilors, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of any such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

(b) Notwithstanding any other provisions of this Lease Agreement, the obligations of PPM pursuant to this Section 6.3 shall remain in full force and effect after the termination of this Lease Agreement until the expiration of the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the City, or its respective Councilors, agents and employees, relating to the enforcement of the provisions herein specified.

(c) In the event of any claim against the City or its respective Councilors, agents or employees by any employee or contractor of PPM or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of PPM hereunder shall not be limited by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 6.4 Books of Record and Account; Financial Statements: PPM at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and financial affairs of PPM. The City shall be provided a copy of the financial statements of PPM, audited if available, upon written request.

Section 6.5 Compliance with Orders. Ordinances. Etc.:

(a) PPM, throughout the lease term, agrees that it will promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or the Premises.

(b) Notwithstanding the provisions of subsection (a) hereof, PPM may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsection (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, PPM may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal there from, unless the City shall notify PPM that by failure to comply with such requirement or requirements, the Premises may be materially endangered or the Project or any part thereof may be subject to loss, penalty or forfeiture, in which event PPM shall promptly take such action with respect thereto or provide such security as shall be satisfactory to the City.

Section 6.6 Discharge of Liens and Encumbrances: PPM, throughout the lease term, shall not permit or create or suffer to be permitted or created any Lien upon the Premises or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied. Notwithstanding the provision of subsection (a) hereof, PPM may in good faith contest any such Lien. In such event, PPM may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the City shall notify PPM that by nonpayment of any such item or items, the Premises or any part thereof may be subject to loss or forfeiture, in which event PPM shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the City, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the

City to protect its interests.

Section 6.7 Confidentiality of Certain Records: The parties recognize that certain of PPM's financing, fundraising, underwriting, donor and like information may be proprietary and/or confidential in nature. Should the City request information that PPM considers confidential, PPM shall designate clearly such information as confidential recognizing that such designation should be used minimally. At the conclusion of the City's review of such confidential information, PPM may request return of the documentation and/or destruction of municipal copies.

## **ARTICLE VII**

### **ASSIGNMENTS AND SUBLEASING**

PPM may not assign or sublet, in whole or in part, any interest in the Premises or the Lease Agreement.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 8.1 Events of Default:

- (a) The following shall be an "Event of Default" under this Lease Agreement:
- (i) The failure by PPM to observe or perform any obligation or covenant of the Lease Agreement subject to applicable cure periods;
  - (ii) Any representation or warranty of PPM in this Lease Agreement or related documents shall prove to have been false or misleading in any material respect;
  - (iii) the dissolution or liquidation of PPM; the failure by PPM generally to pay its debts as they become due; an assignment by PPM for the benefit of creditors (excepting such security interests entered into during the normal course of business); the commencement by PPM (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; the commencement of a case in bankruptcy or any proceeding under any other insolvency law against PPM (as the debtor) or PPM consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of PPM for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors;
  - (iv) PPM fails or ceases to meet the purposes of the non profit corporation; and

- (v) PPM fails to meet the terms or conditions for receipt of any federal, state or local funding sources.

(b) If by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under this Lease Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military City, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault, The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

#### Section 8.2 Remedies on Default:

- (a) Whenever any Event of Default shall have occurred, and has not been cured, the City may take, to the extent permitted by law, any one or more of the following remedial steps:
  - (i) declare, by written notice to PPM, to be immediately due and payable, any and all other payments due under this Lease Agreement;
  - (ii) take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such actions shall not be deemed to constitute a waiver of such Event of Default;
  - (iii) terminate this Lease Agreement; and
  - (iv) take any other action at law or in equity which it deems necessary or desirable to collect the payments or other obligations then due or thereafter to become due hereunder, to secure possession of the Premises, and to enforce the obligations, agreements or covenants of PPM under this Lease Agreement.
- (b) No action taken pursuant to this Section (including repossession of the Premises) shall relieve PPM from its obligations required by this Lease Agreement.

(c) After an Event of Default shall have occurred, PPM shall have the right upon notice to the City to enter the Premises with agents or representatives of the City to remove any Equipment or other personalty owned by PPM if such Equipment or personalty is not part of the Premises.

Section 8.3 Remedies Cumulative: No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy. Each remedy shall be cumulative and in addition to other remedies now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4 No Additional Waiver Implied by One Waiver: In the event any obligation contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.5 Cure Period: The City shall give PPM written notice upon the occurrence of an Event of Default and PPM shall have thirty (30) days from the date of receipt of such notification to cure such Event of Default before the City exercises any of the "Remedies on Default" set forth in this section.

## **ARTICLE IX**

### **SURRENDER OF THE PREMISES**

At the end of the lease term, the Premises shall be surrendered to the City in good order and broom clean. Reasonable wear and tear accepted with all alternations, decorations and improvements that may have been made to the Premises becoming the property of the City.

## **ARTICLE X**

### **MISCELLANEOUS**

Section 10.1 Notices: All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the City:

City Manager  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

With a copy to:

City Attorney  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

To:

Portsmouth Public Media  
280 Marcy Street  
Portsmouth, New Hampshire 03801

Section 10.2 Binding Effect: This Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 10.3 Severability: In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.4 Amendments, Changes and Modifications: This Lease Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 10.5 Execution of Counterparts: This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6 Applicable Law: This Lease Agreement shall be governed by the laws of the State of New Hampshire without regard or reference to its conflict of laws principles.

Section 10.7 Non-Recourse: Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease Agreement. No Councilor, employee or agent of the City shall have any personal liability whatsoever under this Lease Agreement, nor shall any officer, director, shareholder, general or limited partner, employee or agent of PPM have any personal liability whatsoever under this Lease Agreement, it being understood and agreed that the City shall look solely to the assets of PPM for recourse hereunder.

Section 10.8 Table of Contents and Section Headings not Controlling: The Table of Contents and the headings of the several sections in this Lease Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an

interpretation of any provision of this Lease Agreement.

IN WITNESS WHEREOF, the City and PPM have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

**THE CITY OF PORTSMOUTH**

**PORTSMOUTH PUBLIC MEDIA**

By: \_\_\_\_\_  
Karen Conard, City Manager

By: \_\_\_\_\_  
Name:

Authorized by vote of the City  
Council on \_\_\_\_\_.

STATE OF NEW HAMPSHIRE: ss.  
COUNTY OF ROCKINGHAM

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, \_\_\_\_\_  
a Notary Public in and for said County and State, personally appeared **Karen Conard**,  
personally known to me (on the basis of satisfactory evidence) to be the **City Manager** of the  
**City of Portsmouth** and on oath stated that she was authorized to execute this instrument and  
acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE: ss.  
COUNTY OF ROCKINGHAM

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, \_\_\_\_\_  
a Notary Public in and for said County and State, personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
\_\_\_\_\_ of **Portsmouth Public Media Inc.**, and on oath stated that  
she/he was authorized to execute this instrument and acknowledged it to be her/his free and  
voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



***Text of email from Julien Icher, President of the Lafayette Trail to the City of Portsmouth:***

My name is Julien Icher. I am the president of The Lafayette Trail, Inc. ([thelafayettettrail.org](http://thelafayettettrail.org)), a nonprofit organization with the missions to increase mutual understanding between the peoples of France and the United States, to raise awareness about Lafayette's critical contribution to the founding of the United States, and to document, map, and mark Lafayette's footsteps in the United States during his 1824-1825 Farewell Tour.

My organization would be interested in donating an official Lafayette Trail sign to the City of Portsmouth to commemorate Lafayette's visit to Portsmouth on September 1, 1824. There are many sites in Portsmouth associated with Lafayette's visit (Franklin Hall, Jefferson Hall, and Gov. Langdon's house). Maps of Portsmouth confirm the location of many of these buildings. [http://www.old-maps.com/nh/nh\\_CoRock\\_PortsmouthMaps.htm](http://www.old-maps.com/nh/nh_CoRock_PortsmouthMaps.htm). The reception at Franklin Hall and the dinner and toasts given at Jefferson Hall seem to have carried the day. These two buildings are very close to Market Square.

The historical accounts from that time period offer extensive primary source documentation of Lafayette's visit. I am attaching to this email three historical accounts of Lafayette's visit to Portsmouth. In my previous conversations with Chris Dwyer, it appears Market Square would be an excellent fit. The Portsmouth Athenaeum was extremely helpful with my research for this region.

My organization has had tremendous success in the western part of New Hampshire. The towns of Cornish, Claremont, Newport, and most recently Derry and Hopkinton have all secured their own Lafayette Trail marker for their town. A bill SB217 was passed in 2019 recognizing The Lafayette Trail in New Hampshire giving me further traction to develop the trail in the Granite State. Former Senator Martha Fuller Clark was a co-sponsor of the bill (<https://legiscan.com/NH/text/SB217/id/1863650>). NH is among the very few states to have a Lafayette Day, requiring the Governor to issue a proclamation. This day is celebrated on May 20 each year, the day of Lafayette's passing in 1834.

The first time New Hampshire was referred to as the Granite State was on the occasion of Lafayette's first visit to Concord on June 22, 1825. New Hampshire is also the only state to have named during the tour a mountain after Lafayette (near Franconia, NH).

We offer funding covering the **manufacturing** and **shipping** of the marker to successful recipients through our partner the William G. Pomeroy Foundation. Please, see attached an image of what our Lafayette Trail markers look like ([thelafayettettrail.org/markers/map/](http://thelafayettettrail.org/markers/map/)). Our design honors the national colors of France and the U.S. Our marker signs are 2' x 3' cast aluminum atop 7-foot aluminum poles. The Lafayette Trail logo, the title "LAFAYETTE'S TOUR" and the credits of our partner the William G. Pomeroy Foundation are common to all our markers around the country. Our markers have 5 lines of text available. Each line is limited to 27 characters. The text on our markers must be supported fully by primary source materials. I

am attaching several documents giving some information about Lafayette's time in Portsmouth, NH.

Successful recipients are in charge of mounting the sign atop its pole, of installing and maintaining their newly donated sign. This is an inexpensive operation and is usually easily conducted by the recipient's Public Works Department or state DOT.

To move forward with this project, I will need:

1. **a letter of approval** from the landowner agreeing to welcome a Lafayette Trail marker on their property. See attached for a sample letter.
2. **Confirmation of the proposed location** where the sign would be installed (GPS coordinates in decimal format).
3. **Confirmation of the proposed language** to be inscribed on the marker. Feel free to craft a proposal of your own. I crafted several text proposals, which I am attaching to this email.

Once I confirm receipt of these 3 pieces of information, I would then provide the landowner with a donation agreement detailing the conditions of the marker donation.

I hope this is helpful. Let me know if there is anything else that I can help you with. I would welcome the opportunity of presenting this project to the City Council.

Thank you for exploring an opportunity with my organization.

I believe this project would benefit Portsmouth in many ways (historical awareness, tourism, inclusion in a national network). My sincere hope is that Portsmouth can be included on the Lafayette Trail and be our first representative for the seacoast.

Sincerely,

Julien P. Icher

President,

The Lafayette Trail, Inc.

603 845 6929





LAFAYETTE'S TOUR  
ON JUNE 27, 1825. GENERAL  
LAFAYETTE WAS GREETED BY  
CROWDS & 13 GUN SALUTE. HE  
STAYED AT STEVENS' HOTEL, AND  
LEFT THE NEXT MORNING FOR VT.

WILLIAM C. POMEROY FOUNDATION 2020 22





**CITY MANAGER'S OFFICE**  
58 Opera House Square  
Claremont, NH 03743  
Ph: (603) 504-0392  
[citymanager@claremontnh.com](mailto:citymanager@claremontnh.com)

September 28, 2020

Mr. Julien Icher, President  
The Lafayette Trail, Inc.  
302 Hart Road  
Gaithersburg, Maryland 20878

Dear Mr. Icher,

Thank you for reaching out to the City of Claremont, New Hampshire, regarding the commemorative sign marking the locations of Lafayette's visit to America in 1824-25. Speaking on behalf of the City of Claremont, we would happily receive one of the marker signs to be placed in close proximity to the Stevens Hotel at which Mr. Lafayette stayed. While Lafayette visited many towns in New Hampshire, he stayed overnight in only three – Claremont being one of them. It would be an honor to have that special event highlighted by the marker.

A copy of the City Council minutes of the June 10<sup>th</sup> meeting contain the Council's acceptance of the marker. We are prepared to install and maintain it at the location given as: Lat: 43.372742; Long: -72.338303.

Thank you in advance for providing this commemorative marker.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Morris".

Ed Morris, Manager  
City of Claremont

Enc.

## RECEPTION IN PORTSMOUTH.

He entered Portsmouth about noon, amidst hearty welcomes and rapturous acclamations of the hardy sons of New-Hampshire; salutes of artillery, and ringing of bells. The margin of the avenue to the town was lined with children, wearing the La Fayette portrait, and with Ladies behind them, presenting a very pleasing and interesting spectacle. The streets were arched with festoons, wreaths, and garlands, and crowded with an applauding multitude.

The procession moved through the principal streets to *Franklin Hall*, where the General alighted, and was welcomed to the State by the Governor. Here too he received the congratulations of the Municipal Authorities, and took by the hand the numerous body of citizens who were presented to him. He was then conducted to quarters furnished for him at the residence of the late Governor Langdon, and afterwards, to the dining hall, where a plenteous dinner was provided.

After paying some visits, he attended a brilliant ball; from which, at half past eleven, he proceeded to his carriage, sat out on his return to Boston, passed Newburyport about one o'clock, and reached his quarters in Boston, shortly after seven o'clock on Thursday morning. The Governor's aids renewed their attendance at the boundary line of the State.

Sept 11, 1824

From CONCORD GAZETTE

From National Advocate

9-10-1824

CM Action Item #3

*From the New-Hampshire Patriot, of Sept. 6.*

We are informed that Gen. La Fayette was received at the line of the State by a delegation of the Committee of Arrangements from Portsmouth and conducted to Greenland, where he was welcomed with loud cheers from a large concourse of citizens. After the Selectmen of Portsmouth were introduced to him, he proceeded, under escort and followed by a large cavalcade, to Portsmouth, where he arrived at 1 o'clock, Sept. 1. The firing of cannon, ringing of bells, the incessant cheering of the delighted and eager multitude assembled to behold this illustrious friend of liberty and America, the triumphal arches, the star spangled banners, every thing proclaimed "*Welcome, welcome La Fayette.*" No part of the display was more interesting to the patriotic observer, than that of all the school children in town, neatly dressed and ranged in long lines on either side of the avenue through which the General entered Portsmouth. After the arrival of the General at Robinson's Hotel, an address was made to him by the Hon. William Ham, Chairman of the Board of Selectmen, to which he made a brief extemporaneous reply. He was then conducted into the apartments of His Excellency Governor Morril, who received him very cordially, and addressed him in a handsome and appropriate manner. A general introduction of the citizens then took place in Franklin Hall. Among others were our respected friend, Gen. Pierce, and several officers who had served under La Fayette in the revolution. A large number of gentlemen dined with the General at the Jefferson Hall. In the evening the town and navy yard were brilliantly illuminated, and a splendid ball was given at Franklin Hall. More than three hundred ladies were present. At 9 o'clock La Fayette and his suite entered the Hall. On his entering the ladies all arose and hailed the venerable hero with "*Welcome La Fayette.*" He then walked around the room and shook hands with all the ladies. In consequence of his arrangement to leave town that evening, he intended to pass only a few minutes in the ball room, but the scene was so pleasing that he remained an hour. During this time the streets near the Hall were filled with people of both sexes and of all ages, anxious to catch another look at their distinguished guest. He gratified them by presenting himself in the balcony, where he was cheered again and again. At half past ten the same evening Gen. La Fayette left Portsmouth, and travelling all night arrived in Boston at 7 o'clock the next morning. The whole scene was, as from the occasion, it must have been, a scene of unmingled joy and of the deepest interest.

From Independent Chronicle  
& Boston Patriot  
Sept 8, 1824

LAFAYETTE.

RECEPTION OF LA FAYETTE IN PORTSMOUTH AND GREENLAND.

Gen. La Fayette was received at Hampton Falls by the Committee of Arrangements, who accompanied him through Greenland to the limits of the town, where the Selectmen of Portsmouth were waiting to receive him. He proceeded from thence under the escort of a party of citizens on horseback, and followed by a long train of the most respectable inhabitants in carriages. On reaching Wilbur's Hill, a national salute was fired by a detachment of the Portsmouth Artillery, and the bells in the town began to ring. The General took his seat in an open bercoche, attended by the Hon. William Ham, Chairman of the Selectmen, and entered the conquest part of the town under a military escort. A short distance below the hill, a crowd of a thousand children, generally dressed in uniform and wearing the badge of Lafayette, were arranged on each side, and formed a most interesting part of the show. As the procession advanced, their shout of "Welcome Lafayette" was distinctly heard above the music of the military band, and the cheers of the people. The procession passed through Middle-street, Broad-street, Court-street, and Congress-street, to Franklin Hall; where the General alighted, and was welcomed to Portsmouth by the Chairman of the Selectmen, who made the following address.

"Sir—The Selectmen of Portsmouth, in behalf of their fellow citizens, most respectfully and joyfully bid you welcome!

Enjoying, as we do, the happiness of a free government, we cannot but feel grateful to all by whose exertions it was obtained. Those intrepid men among ourselves, who in the hour of danger stood forth in defence of their country's rights, have a lasting claim upon our regard. But in contending for the liberty of their country, they were striving to secure their own happiness and the prosperity of their children. They found a motive for exertion in their own interest—which, while it detaches nothing from the value of their services, places in wrong light the projected and contempt of private advantage, which led you to our aid, (and the shores of a foreign land— Their love of liberty was necessarily the result of patriotism; your was no reluctant desire for the general welfare of mankind.

Altho' a distance of forty years from our country most of which have been passed in scenes of unexampled excitement and peril, it—in gives us peculiar pleasure to find you still the firm and consistent friend of liberty's principle. We have witnessed the progress of your eventful life, with unaltered sympathy, and whether at the head of the National Guard—in the dangers of Mississippi and Ghent—in the chamber of Deputies, we have found nothing to lessen our esteem for the early friend of America.

Permit us then to receive you as our Guest, and to pay you such attentions as are in our power to bestow. They are the voluntary tribute of warm and grateful hearts. We wish our children to learn that eminent, yet so selfless, the highest claim to human distinction, and that among a free people, merit will not fail of its appropriate reward.

We beg you to rest our sincere wishes for your health and happiness; and our prayers will be offered that our country may continue the vessel and perpetuity for the freedom and happiness of the world."

To which the General made the following reply.

"Gentlemen—I would have been to me an inexpressible gratification on this first visit to the eastern part of the Union, were I not, in your absence, to have been able to present the several towns of New Hampshire with my personal respects, and to have witnessed the great improvement of a State, to which I am bound by early recollections of attachment and gratitude.

Whithersoever I find myself, in taking southern courts towards the seat of Government at Washington, I am happy to revisit at least the town of Portsmouth, where the remembrance of past services mingle with most grateful feelings for your personal affectionate and flattering reception.

I thank you, Gentlemen, for your generous concern in my behalf, during the vicissitudes to which you are pleased to allude. The approbation of a free, virtuous and enlightened people would be the highest reward for any man, and I know how to value true glory—still more so, when it is bestowed on an adopted son. To the Citizens of Portsmouth and their worthy Selectmen, I offer my most respectful and affectionate acknowledgments."

He was then introduced to his Excellency Governor Dixwell, who had come from his residence in Goffstown for the purpose of meeting him, and who had him welcome in behalf of the State.

Among the soldiers of the Revolution introduced to him, Gen. La Fayette recognized Gen. Smith of Portland, who had served under him three years a Captain of Light Infantry, and expressed the highest pleasure in meeting again his old companion in arms. He took his hand again and again, and declared himself "very happy."

On retiring from the ball Gen. La Fayette withdrew to the mansion house of the late Governor Langdon, which had been prepared for his reception with great taste and elegance. After taking some rest, he was escorted to Jefferson Hall where a public dinner was provided, and a larger company assembled than ever before dined together in Portsmouth.

In the evening, a splendid ball was given at Franklin Hall, at which about three hundred ladies were presented to Gen. La Fayette, each one of whom he took by the hand and addressed with a passing compliment. At ten o'clock General La Fayette retired amidst the enthusiastic applauses of the people, who still thronged the streets. Most of the buildings between Franklin Hall and his lodgings were illuminated; by the light of which he was seen distinctly, as in his entrance in the morning. After partaking of some refreshments at his

lodgings, he left town on his way to Boston.

The following are among the Toasts given at the Dinner to Gen. La Fayette at Jefferson Hall:

By the Hon. John F. Porritt, President—Gen. La Fayette, and the Higl of Man. While America celebrates her Hero and Friend, may Europe practice the lessons he has taught, and imitate the principles for which he fought and died.

By Gen. La Fayette.—The Town of Portsmouth may the blessings of her Republican institutions ever give the lie to the narrow, selfish, selfish of European Aristocracy and Despotism.

By Governor Merrill.—Our distinguished guest, the adopted Son of our Country, Gen. La Fayette, one of the towering Heroes of the American Revolution.

By the Hon. Levi Woodbury.—The generous Allies of America in her war for Independence—too long among them as among us; may the voice of the People become every where triumphant.

In reply to a correspondent, the Portsmouth Journal says, the whole name of General La Fayette is, MARIE-PAUL-JOSEPH-ROCH-YVES-GILBERT-MONTMARN DE LA FAYETTE.

At Greenland, in front of the Hotel, a triumphal arch was erected, formed of white drapery, festooned, and ornamented, with gilt and blue ribbons. Over the centre was placed the cap of Liberty, and under it the following inscription:

"LIBERTY AND PEACE."

The arch was very tastefully supported by two young ladies in appropriate dresses, representing Liberty and Peace.

On Gen. La Fayette's arrival at the beach, the first presented to him a civic wreath, fancifully decorated with flowers, and made him the following address:

"Venerable Sir, condescend to receive this emblem of the hero's glory, as a token of the nation's gratitude, veneration and love."

The second presented to him the Olive Branch (the emblem of peace) and addressed him with,

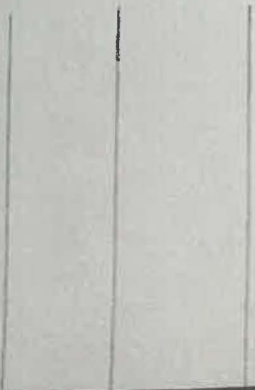
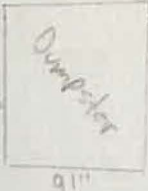
"Good and faithful servant, everlasting peace and all happiness awaits thee."

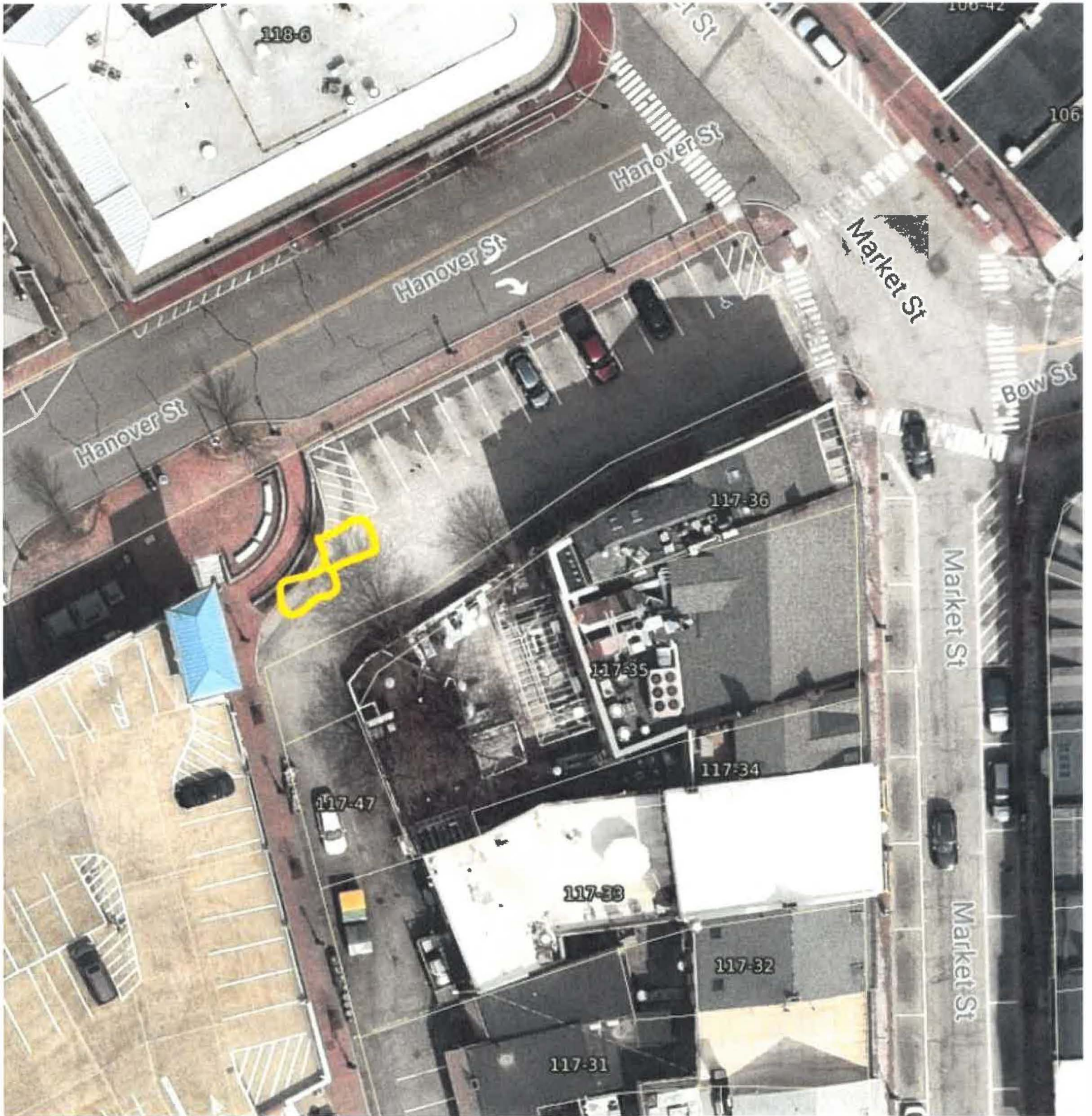
On receiving these presents, the General, taking each of the young ladies by the hand, made a short but affecting reply.

On entering the hotel, he was introduced to a number of Gentlemen, among whom were several soldiers of the revolution, after which he proceeded to Portsmouth.



GAS  
Light







**BOSEN & ASSOCIATES, P.L.L.C.**  
ATTORNEYS AT LAW

**John K. Bosen**  
Admitted in NH & MA

**Christopher P. Mulligan**  
Admitted in NH & ME

**Molly C. Ferrara**  
Admitted in NH & ME

**Bernard W. Pelech**  
Admitted in NH & ME

April 12, 2021

Hon. Mayor Beckstead  
1 Junkins Avenue  
Portsmouth NH 03801

**RE: Outdoor Dining/Tuscan Market**

Dear Honorable Mayor Beckstead:

As you may recall, this office represents Tuscan Market located at 14 Market Square. Attached please find a new outdoor dining seating plan we are submitting for the City Council's consideration and approval.

I recall after last year's approval, the city council wanted to see and approve any changes to 2020 seating plan. Because the former RiRa restaurant is now rented to another restaurant, we had to move our seating over towards Daniel's street to accommodate their handicap ramp.

Given the ongoing pandemic coupled with the fact that we cannot adequately utilize our existing indoor dining seats and still maintain 6 feet of separation, its critical we be able to utilize the city sidewalk for outdoor dining. We believe the public enjoyed the outdoor dining offered by Tuscan Market last year and wants this to continue. We are doing our best to work with our limited space so we appreciate your careful consideration in this regard. We have shared this plan with city staff and incorporated comments made by the Fire Department.

On behalf of the Tuscan Market, we respectfully ask for approval of this outdoor seating plan.

Very truly yours,

  
John K. Bosen

Enclosure



## Business Request to City of Portsmouth for Outdoor Dining License

To: Office of the City Manager  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth NH 03801

April 1, 2021

RE: Request for Outdoor Seating

To: Karen Conard

Tuscan Market desires to pursue permission from the City to enable use of a portion of the sidewalk and plaza at 14 Market Square, immediately adjacent to the Tuscan Market dining establishment for seasonal outdoor dining with alcohol service. An area enclosed by movable planters and fencing, per the attached documents, is proposed to provide a continuous barrier that does not require attachment to the building or to the existing pavement. All items shall be portable for seasonal removal and for snow removal access. The dining area would be staffed by a minimum of one service person at all times during alcohol service periods. As indicated on the proposed plan, the outside dining area is proposed to provide a maximum of 34 seasonal seats.

Attached, please find a seating plan, a letter of support from our Property Owner, a document indicating the design for the enclosure and planters, and a representative menu of items to be available in the outside dining area.

We understand that this item must be reviewed by both the liquor commission as well as the City Council before a license may be granted by the City. Our office looks forward to meeting with the City Staff to review any aspect of this proposal.

Best Regards,



Amy Scarpello

Tuscan Market



## Property Owner Letter of Approval for Outside Dining

To: Amy Scarpello  
Tuscan Market  
14 Market Square  
Portsmouth NH 03801

April 1, 2021

RE: Request for Outdoor Seating

To: Amy Scarpello

As the Property Owner, our office has reviewed your plans, menu, and details associated with the request from your office to seek a license from the City of Portsmouth, NH for seasonal outside dining at 14 Market Square. We appreciate your continued professionalism, and approve of your request for outside dining per the information that your office has furnished.

Best Regards,

A handwritten signature in black ink, appearing to be "Joe Faro", is located below the "Best Regards," text. The signature is stylized with loops and a long horizontal stroke extending to the right.

**Joe Faro**  
Founder, Tuscan Brands  
63 Main Street  
Salem, NH 03079

# ANTIPASTI

## VINE RIPENED TOMATO BRUSCHETTA

Genovese Basil, Mozzarella Fresca, Olive Oil, Grilled Bread 9

## POLPETTONI

House Made Meatballs, Beef, Veal & Pork, San Marzano Tomato Sauce 12

## ARANCINI CLASSICO

Sicilian "Rice Ball" Stuffed with Italian Meat Ragù, Caramelized Tomato Sauce 9

## SPICY GRILLED SHRIMP

Calabrian Chili Marinated Shrimp, Castelvetrano Olives 10

## CROSTINI DI BURRATA E POMODORO

Grilled Ciabatta, Roasted Roma Tomato, Burrata Cheese, Balsamic, Olive Oil 9

## CROSTINI DI PROSCIUTTO

Black Mission Fig, Gorgonzola 9

## CROSTINI DI TONNO

Roasted Red Pepper, Olive Oil Tuna, Arugula, Ciabatta Crostini 10



# PANINI

## NEW YORK ITALIAN "GRINDER"

House Cured Soppressata, Spicy Coppa, Prosciutto di Parma, Mozzarella, Hot Pepper 10

## CAPRESE

Vine Ripened Tomato, Mozzarella, Basil 10

## CHICKEN PARMIGIANO

San Marzano Tomato Sauce, Mozzarella 10

## POLLO

Grilled Chicken, Arugula, Fire Roasted Pepper, Aged Provolone, Lemon Garlic Aioli 10

## TACCHINO

Sliced House Smoked Turkey, Truffle Artichoke, Spinach, Mozzarella 11

## POLPETTO

Signature Meatball, Pomodoro Sauce, Mozzarella Fresca, Basil 10

## PARMA

Prosciutto di Parma, Mozzarella, Vine Ripened Tomato, Olive Oil, Basil 10

## Insalata

### CAESAR

Hearts of Romaine, Ciabatta Croutons, Sicilian White Anchovy, Parmigiano Reggiano 8

### MISTA

Baby Greens, Teardrop Tomatoes, Shaved Fennel, Honey Chardonnay Vinaigrette 8

### BABY KALE & RUCOLA

Pear, Walnuts, Piave Cheese, White Balsamic Vinaigrette 10

### GOLDEN BEET

Baby Greens, Yellow Beets, Pistachio, Goat Cheese, Citrus Balsamic Vinaigrette 12

### ZUPPA DEL GIORNO

Daily Chef Selection of House Made Soup  
Cup 5 ~ Bowl 7.50

## Additions

+ GRILLED SALMON\* 9

+ MEATBALL 3.50

+ ROSEMARY SHRIMP 7

+ BUTTERNUT SQUASH  
CAPPELLACCI 1

+ HERB MARINATED  
GRILLED CHICKEN 6

+ STEAK\*: HERB  
MARINATED GRILLED  
SIRLOIN 7

# PASTA FRESCA

SUBSTITUTE Gluten Free PASTA \$3

## ORECCHIETTE

Fresh Rustic Pasta, Tuscan Fennel Sausage, Seared Broccolini, Toasted Garlic 14

## RIGATONI

Bread Crumbs, Basil, Pomodoro Sauce 12

## ADD MEATBALL 3.50

## QUATTRO FORMAGGI RAVIOLI

San Marzano Pomodoro Sauce, Basil, Parmigiano 17

## TAGLIATELLE

Shrimp, Spinach, Lemon Garlic White Wine Sauce 19

## FUSILLI ALLA BOLOGNESE

Rich Sauce of Beef, Pork & Veal, Shaved Parmigiano 16

## TRUFFLE MASCARPONE GNOCCHI

Pancetta, Snow Peas, Garlic & Thyme Burro Fuso 19

# SECONDI

## GRILLED SALMON\*

Roasted Butternut Squash, Kale, Roasted Onions 19

## CHICKEN SALTIMBOCCA

Sage, Prosciutto, Rosemary Roasted Potato & Butternut Squash 17

## GRILLED SWEET SAUSAGE

Sage Roasted Sweet Potato, Garlic Spinach 16

## VEAL GARGANELLI

House Made Pasta, Veal Scallopini, Portobello, Spinach, Marsala Sauce, Parmigiano 16

## EGGPLANT PARMIGIANO

House Made Rigatoni Pasta, San Marzano Tomato, Parmigiano Reggiano 15



# PIZZE

## MARGHERITA

San Marzano Tomato, Mozzarella, Fresh Basil 14

## QUATTRO FORMAGGI

Mozzarella Fresca, Ricotta, Fontina, Parmigiano Reggiano 14

## POLPETTONI

San Marzano Tomato, Meatballs, Mozzarella, Parmigiano, Fresh Oregano 16

## PORTOBELLO

Fire Roasted Portobello, Caramelized Onion, Fontina, Truffle Oil 17

## FENNEL SAUSAGE

Sausage, Ricotta, Shallot, Broccoli Rabe 14

## FICHI

Gorgonzola Dolce, Black Mission Fig, Rosemary, Prosciutto di Parma 17



\*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Before placing your order, please inform your server if a person in your party has a food allergy.





**VINO  
ROSATO**  
Carpineto Toscana  
Dogajolo Rosé 11/42

**TOSCANA**  
ROSSO  
Private Reserve 12/44

BIANCO  
Private Reserve 10/38

CM Action Item #6

**BIANCO**

Chloe Prosecco 10/40  
Villa Locatelli  
Sauvignon Blanc 11/42  
Corvo Pinot Grigio 10/38  
Nozzole LeBruniche  
Chardonnay 11/44

# SALUTE

## Learn ITALIAN

- Affettati - Sliced
- Antipasti - Appetizer served before a meal
- Arancini - Rice Ball
- Bagna Cauda - Anchovy Garlic Sauce from Piemonte
- Bolognese - Meat Sauce originating from Bologna Italy
- Burrata - Italian cheese made with mozzarella and cream
- Cappellacci - Large "hat shaped" pasta
- Capellini - Angel Hair Pasta
- Carciofi - Artichoke
- Condimenti - Condiments
- Crostini - Bread or toast usually accompanied by a garnish
- Escarole - Italian Lettuce
- Fonduta - Rich Creamy Cheese Sauce
- Formaggi - Cheese
- Fregola - Sardinian Cous Cous
- Fritti - Fried
- Fusilli - House-made spiral pasta
- Gnocchi - Small dumpling shaped pasta
- Il Forno - Oven
- Insalata - Salad
- Marsala - Sweet Italian Wine
- Milanese - In the cooking style of Milan
- Oil - Oil
- Orecchiette - Small "ear shaped" pasta
- Panini - Sandwiches
- Pappardelle - Wide thin noodle
- Polpettoni - Meatball
- Pomodoro - Tomato
- Primi - First Course
- Quattro Formaggi - Four Cheese
- Risotto - Traditional rice dish literally means "little rice"
- Rucola - Arugula
- Salsiccia - Sausage
- Secondi - Second Course
- Stromboli - Stuffed Dough
- Trattoria - Comfortable Italian-style eating establishment, less formal than a ristorante.
- Truffle - Rare Italian aromatic mushroom
- Verdure - Vegetables
- Vin Cotto - Cooked Wine
- Zuppe - Soups

### VINO ROSSO

- Stefano Farina Babera D'Asti 10/38
- Masciarelli Montepulciano 10/38
- Masi Valpolicella Classico 12/44
- Chiarlo Langhe Nebbiolo Il Principe 14/54
- Tenuta San Guido, Le Difese 14/54
- Concerto Lambrusco 13/49

### BIRRA

- BOTTLE // CAN
- Peroni 6
  - Miller Lite 5
  - Allagash White 7.50
  - Great Rythmn Tropical Haze 7
  - Sam Adams Seasonal 6.50
  - Smuttynose Finest Kind 6.50
  - White Claw Black Cherry 5.50
  - Wachusett Blueberry 6.50

### SPECIALTY

- Mimosa 10
- Elderflower Cocktail 10
- Aperol Spritz 10

### SANGRIA

- Sangria Rosso 10
- Sangria Bianco 10
- Sangria Pitcher 38
- Serves 4





## BUILDING CODE SUMMARY

Indoor Seating: 78 seats  
Outdoor Seating: 32 seats  
 Total: 110 Seats

### 2902.1.1 Fixture Calculations.

To determine the occupant load of each sex, the total occupant load shall be divided in half. To determine the required number of fixtures, the fixture ratio or ratios for each fixture type shall be applied to the occupant load of each sex in accordance with Table 2902.1.

Total Occupancy:  $110/2 = 55$  Male/ Female

### Minimum Plumbing Facilities IBC2015 Table 2902.1:

#### Number of Water Closets calculated:

Group	Male	Female	WC req'd.	WC req'd.
	Occ load	Occ load	Male	Female
A-2	55/75	55/75	0.73	0.73
Total Fixtures			1 wc	1 wc

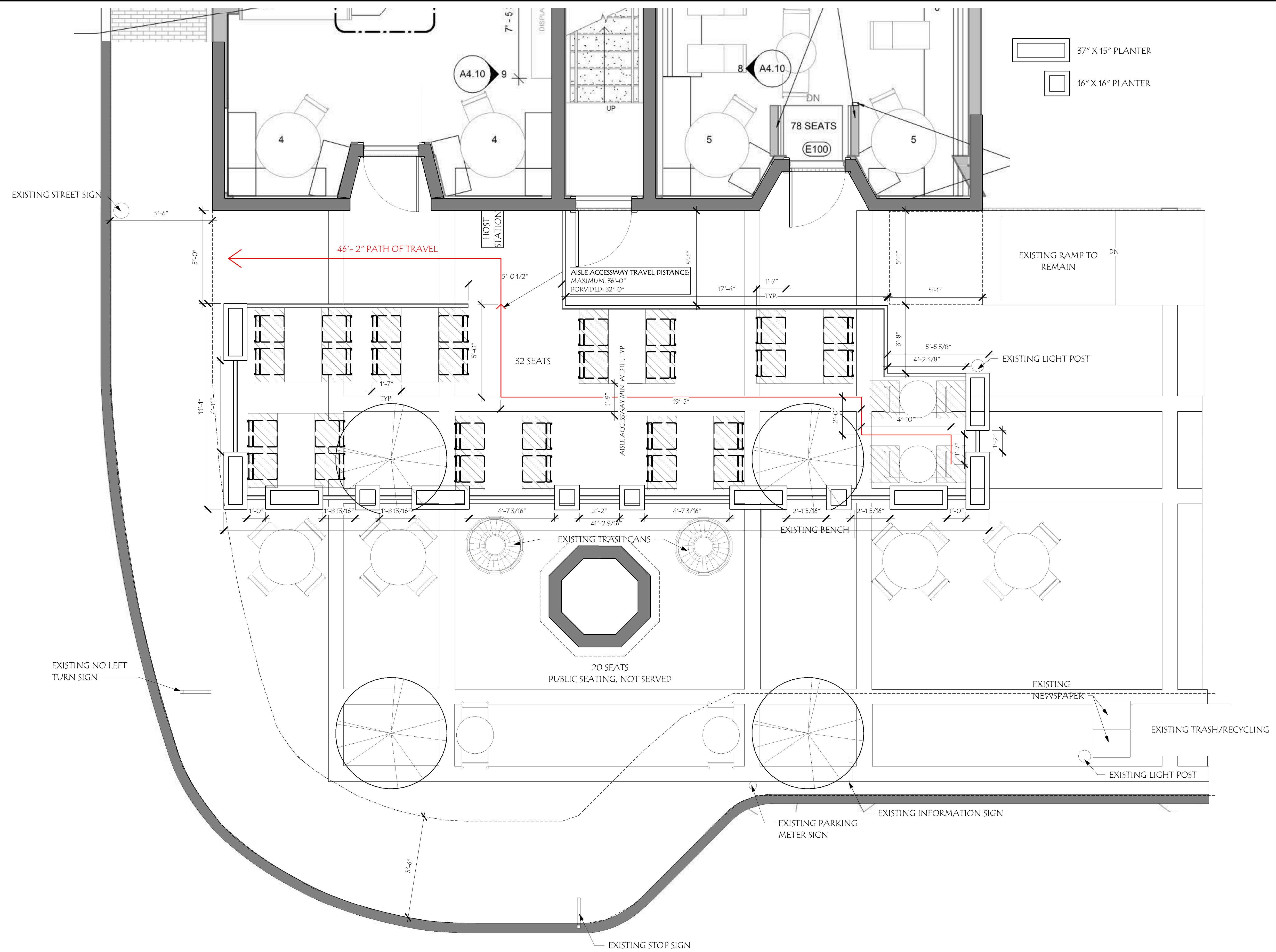
#### Number of Lavatories calculated:

Group	Male	Female	Lav req'd.	Lav req'd.
	Occ load	Occ load	Male	Female
A-2	55/200	55/200	0.28	0.28
Total Fixtures			1 Lavs	1 Lavs

#### Existing Fixture:

	Male	Female
Water Closet	1	1
Lavatories	1	1

Per the calculations above, the existing mens' and womens' restrooms can support the additional proposed 32 seasonal outdoor seats without any modifications.



PROJECT NO. 2019092

# 14 MARKET SQUARE

14 MARKET SQUARE PORTSMOUTH, NH

02 APRIL 2021

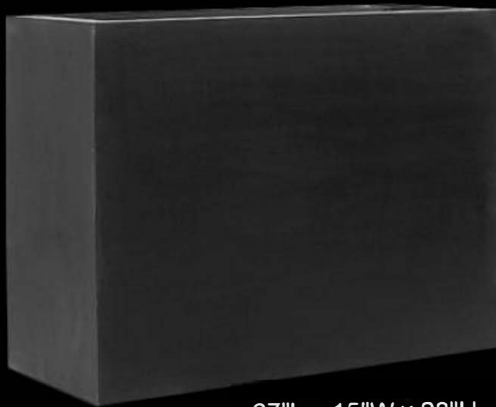
Exterior Terrace

CM Action Item #6

Foxtail Fern



Pottery Pots Matte Black Resin



37"L x 15"W x 28"H



16"L x 16"W x 31"H



WINSTON FLOWERS.  
SINCE 1944



**STYLE 9**  
3 Rails

PROJECT NO. 2019092

# 14 MARKET SQUARE

14 MARKET SQUARE PORTSMOUTH, NH

01 APRIL 2021



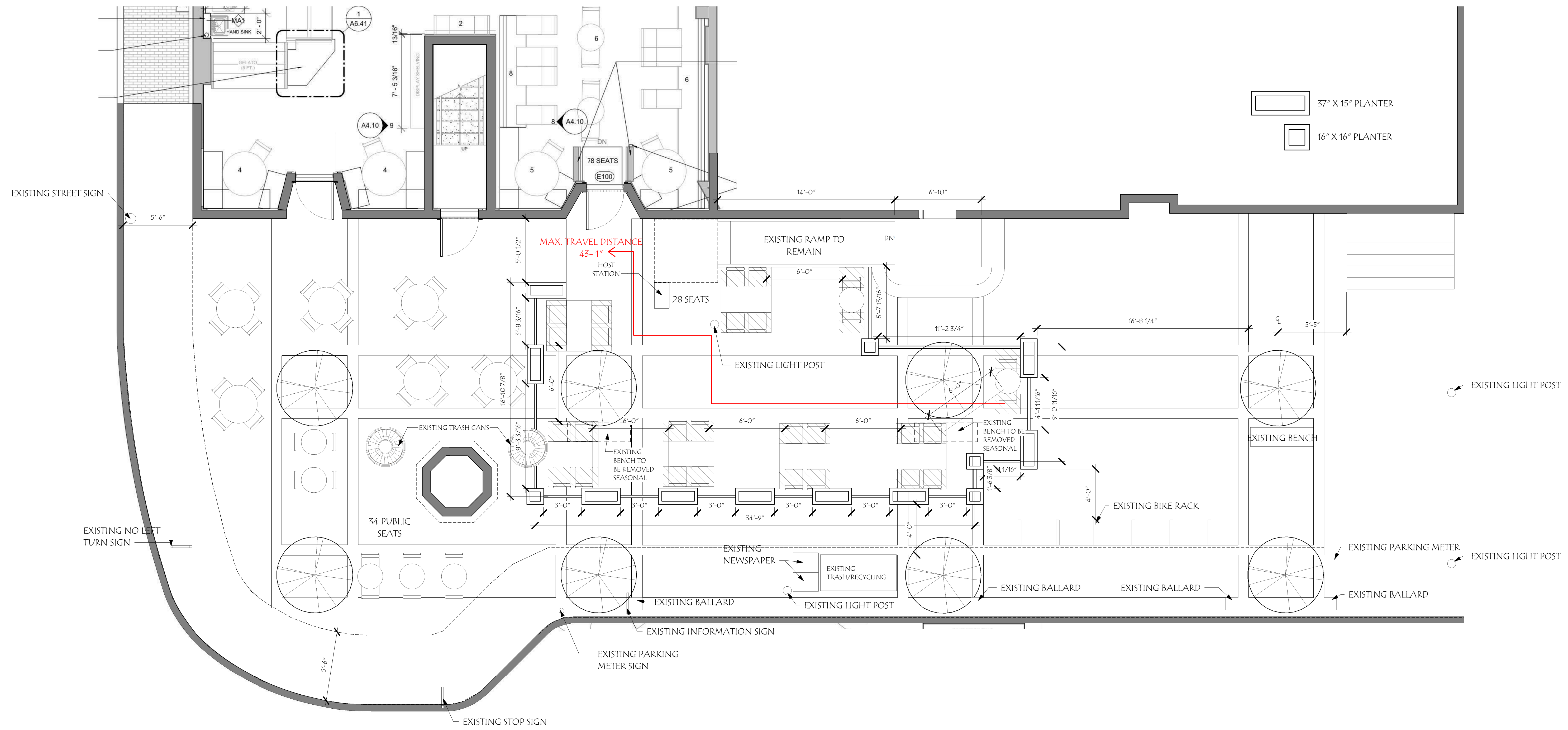
(c) 2019 MARKET SQUARE ARCHITECTS  
ALL RIGHTS RESERVED



**NOT FOR CONSTRUCTION**

2020 Plan

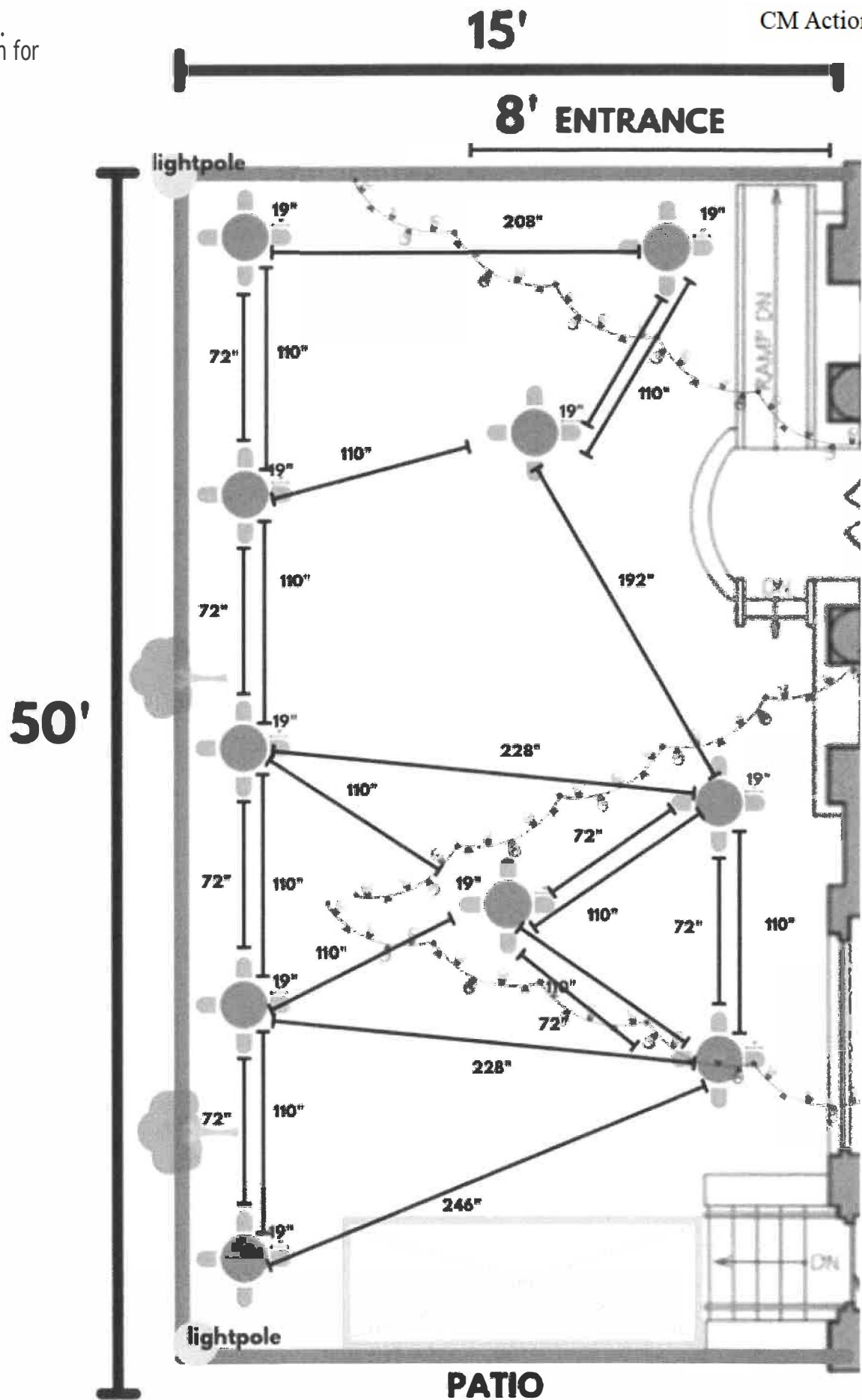
**TUSCAN MARKET**  
 14 MARKET SQUARE  
 PORTSMOUTH, NH



1 OVERALL PLAN - 1ST FLOOR  
 1/4" = 1'-0"

Revisions:	#	Description	Date
As indicated	V/LA	R/JH	2019/04/6
			06/05/20

Title:	FLOOR PLANS
Scale:	As indicated
Drawn By:	V/LA
Checked By:	R/JH
Project No.:	2019046
Date:	06/05/20
	<b>A1.00</b>



**PATIO**  
**SEATS 40 (COVID)**  
**SEATS 64 (NON COVID)**

CITY OF PORTSMOUTH  
TWO THOUSANDNINETEEN  
PORTSMOUTH, NEW HAMPSHIRE

RESOLUTION #5-2019

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR COSTS RELATED TO CONSTRUCTION OF A SENIOR CENTER.

RESOLVED:

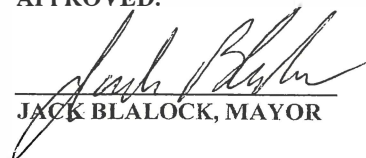
THAT, the sum of up to **Two Million Five Hundred Thousand Dollars (\$2,500,000)** is appropriated for costs related to construction of a Senior Center;

THAT, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Two Million Five Hundred Thousand Dollars (\$2,500,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is determined to be at least twenty (20) years, and;

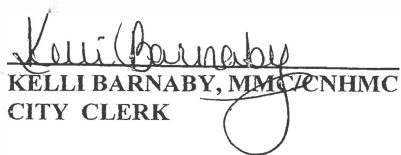
THAT, this Resolution shall take effect upon its passage.

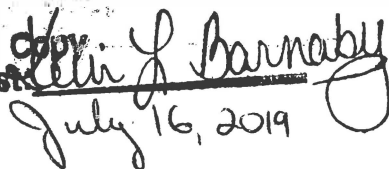
APPROVED:

  
\_\_\_\_\_  
JACK BLALOCK, MAYOR

ADOPTED BY CITY COUNCIL:

MAY 20, 2019

  
\_\_\_\_\_  
KELLI BARNABY, MMHC/NHMC  
CITY CLERK

A True Copy  
Attest:   
Date: July 16, 2019



CITY OF PORTSMOUTH  
TWO THOUSAND NINETEEN  
PORTSMOUTH, NEW HAMPSHIRE

RESOLUTION # 15-2019

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO SEVEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$7,145,000) FOR COSTS RELATED TO ANNUAL SEWER LINE REPLACEMENTS, CONSENT DECREE MITIGATION, PLEASANT STREET SEWERS, AND MAPLEWOOD AVENUE AREA RECONSTRUCTION.

RESOLVED:

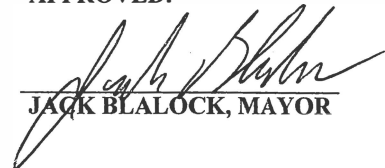
THAT the sum of up to Seven Million One Hundred Forty-Five Thousand Dollars (\$7,145,000) is appropriated for Annual Sewer Line Replacements, Consent Decree Mitigation, Pleasant Street Sewers, and Maplewood Avenue Area Reconstruction, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to Seven Million One Hundred Forty-Five Thousand Dollars (\$7,145,000) through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.


THAT the expected useful life of the project is determined to be at least twenty (20) years, and;

THAT this Resolution shall take effect upon its passage.

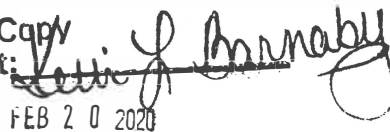
APPROVED:

  
JACK BLALOCK, MAYOR

ADOPTED BY CITY COUNCIL:  
JULY 15, 2019

  
KELLI BARNABY, MMC/CNHMC  
CITY CLERK

A True Copy  
Attest:  
Date:

  
FEB 20 2020

CITY OF PORTSMOUTH  
TWO THOUSAND NINETEEN  
PORTSMOUTH, NEW HAMPSHIRE

RESOLUTION #16-2019

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO FOUR MILLION SIX HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$4,623,000) RELATED TO WATER LINE REPLACEMENTS, RESERVOIR MANAGEMENT, MADBURY WELLS, WATER TRANSMISSION MAIN REPLACEMENT, PLEASANT STREET WATER MAINS, AND MAPLEWOOD AVENUE AREA CONSTRUCTION.

RESOLVED:

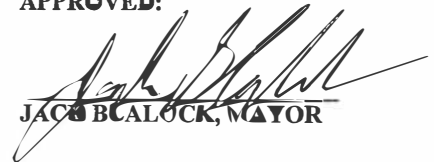
THAT, the sum of up to Four Million Six Hundred Twenty-Three Thousand Dollars (\$4,623,000) is appropriated for Water Line Replacements, Reservoir Management, Madbury Wells, Water Transmission Main Replacement, Pleasant Street Water Mains, and Maplewood Avenue Area Construction, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to Four Million Six Hundred Twenty-Three Thousand Dollars (\$4,623,000) through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

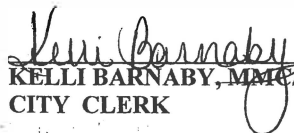
THAT the expected useful life of this project is determined to be at least twenty (20) years, and;


THAT this Resolution shall take effect upon its passage.

APPROVED:

  
JACOB CALLOCK, MAYOR

ADOPTED BY CITY COUNCIL:  
JULY 15, 2019

  
KELLI BARNABY, MMC/CNHMC  
CITY CLERK

A True Copy  
Attest:   
Date: FEB 20 2020

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

**RESOLUTION # – 2021**

**RESCINDING CERTAIN BORROWING AUTHORITY  
A TOTAL OF FIVE HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED  
FOUR DOLLARS AND FIFTY-SIX CENTS (\$593,404.56)**

**RESOLVED:** By the City Council of the City of Portsmouth, New Hampshire assembled, that for the reasons given, that portion of the authority granted by the following resolutions to authorize the borrowing of money is hereby discharged and rescinded:

1. Resolution #5-2019 adopted by the City Council on May 20, 2019, authorized borrowing by the City of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) for the cost related to construction of a Senior Center. The City has completed the construction of the Senior Center leaving an unused balance of borrowing authority in the amount of **Four Hundred Thirty-Nine Thousand One Hundred Eighty-Five Dollars and Twenty-Four Cents (\$439,185.24)** which is hereby discharged and rescinded.
2. Resolution #15-2019 adopted by the City Council on July 15, 2019 authorized borrowing by the City of up to Seven Million One Hundred Forty-Five Thousand Dollars (\$7,145,000) for Annual Sewer Line Replacements, Consent Decree Mitigation, Pleasant Street Sewers, and Maplewood Avenue Area Reconstruction. The City has completed the aforementioned upgrades leaving an unused balance of borrowing authority in the amount of **Ninety-Three Thousand Six Hundred Forty-Two Dollars and Thirty-Five Cents (\$93,642.35)** which is hereby discharged and rescinded.
3. Resolution #16-2019 adopted by the City Council on July 15, 2019 authorized borrowing by the City of up to Four Million Six Hundred Twenty-Three Thousand Dollars (\$4,623,000) for Water Line Replacement, Reservoir Management, Madbury Wells, Water Transmission Main Replacement, Pleasant Street Water Mains, and Maplewood Avenue Area Construction. The City has completed the project leaving an unused balance of borrowing authority in the amount of **Sixty Thousand Five Hundred Seventy-Six Dollars and Ninety-Seven Cents (\$60,576.97)** which is hereby discharged and rescinded.
4. The total amount to be rescinded by this resolution would be **Five Hundred Ninety-Three Thousand Four Hundred Four Dollars and Fifty-Six Cents (\$593,404.56)**.

**THAT**, the foregoing borrowing authorization is hereby discharged and rescinded as described above and that the City Manager is authorized to issue any notices and take any and all other actions required to effectuate the purpose of this resolution.

**APPROVED:**

**RICK BECKSTED, MAYOR**

**ADOPTED BY CITY COUNCIL**

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

April 8th, 2021

Mayor Becksted and City Council Members  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801

Dear Mayor Becksted and City Council Members,

Since 2005, Yoga in Action has offered free, therapeutic, community yoga classes in Prescott Park. I am writing today to request again to the City to use Prescott Park as the site of our annual series: "Yoga in the Park." For the past sixteen summers, local teachers and studios have volunteered their time to share free classes to the public in our beautiful park on Marcy Street.

Yoga in the Park is part of YIA's community outreach programming designed to make yoga accessible to Seacoast residents and visitors regardless of experience, health and wellness, or finance. We offer over 23 free classes per week from Yoga and Cancer to Trauma Sensitive Yoga and Yoga for Recovery. Our Prescott Park classes are a unique opportunity to bring together not just the at-risk populations we serve, but any yoga and wellness enthusiasts in our area: a perfect expression of inclusion and community.

*We would like to use the Whale Statue lawn for a one-hour class each Tuesday at Noon from June through August.*

I look forward to hearing from you. Please feel free to contact me if you have any further questions.

Regards,

A handwritten signature in black ink, appearing to read "Sara Curry", is centered on a white rectangular background.

Sara Curry, Vice-President





BLACK HERITAGE TRAIL OF NEW HAMPSHIRE

*Celebrating Resilience, Versatility and Courage*

Tuesday, April 13, 2021

Honorable Mayor Beckstead and Members of the City Council of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Mayor Beckstead and City Council Members,

On June 17-19 (Thurs.-Sat.) the Black Heritage Trail of New Hampshire will present a series of events for our annual Juneteenth Celebration. Our theme is Found Lineage: Celebrating African American Roots and Branches. We will offer a series of engaging programs that examine the connections between emerging research in DNA and personal and social conceptualizations of ancestry and race. Like last year our events will all be held virtually and also accessible on Face Book with live streaming and on You Tube. This year's events include a workshop about African American history and genealogical research (on 6/17;) a concert (on 6/18) at the Music Hall featuring a soprano soloist singing songs sung by historical African American singers, including Dover resident Nellie Brown Mitchell, who was a regionally famous singer in the 1850s-1860's; a panel presentation by scholars (on 6/19) and traditional African drumming and dancing at the Portsmouth African Burying Ground (on 6/19). The observance of June 19th as the African American Emancipation Day is the oldest known nationally celebrated event commemorating the ending of slavery in the United States.

I am writing to seek your approval for an event that would take place on Saturday, June 19, at 3:00 pm at the African Burying Ground Memorial. As we did successfully last year, we plan to feature the Akwaaba Ensemble performing traditional African drumming

and dancing—and additionally a performer who will conduct a traditional African healing ritual. We will videotape the performance and post it on our website as part of our program, and also stream it live on Face Book. We are not inviting people who are following our Juneteenth Celebration Program virtually to come to the Burying Ground. At the African Burying Ground we will follow any guidelines that the city requires to protect public safety.

More specifically: the drummers and dancer will perform in front of the Circle of Watchers in the Burying Ground on the side adjacent to Court Street. Drummers will be in traditional African dress. Our performer for the healing ritual will be heavily masked and costumed. If passersby stop to listen they will be able spread back to the State Street entrance to the Memorial. We will have partial barriers marking the space and signage asking people to wear a mask and follow safe distancing guidelines. If a too-large group gathers, one of our representatives will ask the listeners to space themselves according to social distancing requirements. We will have present a host(s) to introduce the ensemble and program, several volunteers to help organize the event and ensure compliance with safety requirements, and several videographers. If the city would want a security officer(s) present we will be happy to have them.

Further, we plan to coordinate any requirements or safety details with the city manager's office as the program draws closer. We look forward to a conference call with appropriate city staff and police a few days before the event.

Of course, we would like to hear from you soon. You can contact me directly to confirm or provide you with further information (603-318-5120), [jaeboggis@blackheritagetrailnh.org](mailto:jaeboggis@blackheritagetrailnh.org), or communicate with Rita Weathersby, a volunteer who is working on this event (603-502-2726; [rita.weathersby@unh.edu](mailto:rita.weathersby@unh.edu))

We are proud to be able to offer a full virtual program for Juneteenth. We invite you and all members of the City Council to attend! Please consult our website for program times and details: [www.blackheritagetrailnh.org](http://www.blackheritagetrailnh.org).

We look forward to this year's Juneteenth Celebration and very much appreciate the City's support in this programming, and in many other ways.

Sincerely,

JerriAnne Boggis,  
Executive Director,  
*Black Heritage Trail of New Hampshire*

222 Court Street, Portsmouth, NH 03801/603-570-8469/[www.blackheritagetrailnh.org](http://www.blackheritagetrailnh.org)



CITY COUNCIL E-MAILS

April 1, 2021 (after 9:00 a.m.) – April 15, 2021 (before 9:00 a.m.)

April 19, 2021 Council Meeting

Below is the result of your feedback form. It was submitted by Rhonda Stevens ([rhstevens@comcast.net](mailto:rhstevens@comcast.net)) on Saturday, April 3, 2021 at 16:14:33

-----  
address: 303 Peverly Hill Rd

comments: We wanted to say a BIG thank you to the Council Persons and City employees who attended the Peverly Hill Rd. Walkabout today. We know you sacrificed your Saturday before a holiday to talk with us and it was much appreciated. It was good to discuss this complicated project and look forward to the good decision the city will make to benefit all. (I still think Option 3 is best, possibly with speed tables, but we'll leave that to the experts to decide.) Thanks for listening! - Rhonda with Boyd Stevens (Specifically, thanks to Mr. Lazenby, Mr. Mceachern, Ms. Kennedy, and Mayor Beckstead who talked with me.)

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Elizabeth Knies Storm ([elizabeth.knies.storm@gmail.com](mailto:elizabeth.knies.storm@gmail.com)) on Monday, April 5, 2021 at 09:26:55

-----  
address: 24 Osprey Drive

comments: Dear Councilors--I want to second Peter Somssich's plea to give urgent attention to opening the rec. center. I was unaware of the need for a new ventilation system and wish that that could have been addressed during the shutdown. Since it wasn't, the time is NOW. Do it right. Use some of the Covid-19 millions and get the rest from the state. Please!

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Matthew Glenn ([matthglenn@gmail.com](mailto:matthglenn@gmail.com)) on Monday, April 5, 2021 at 11:23:13

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address: 34 Harrison

comments: Dear Mayor and Councilors,

I don't know if anyone is happy with the changes you have mandated on Middle Street. This newly painted bike lane between parked and moving cars does not comply with current design standards, and you are playing with the public's safety just as April begins and more people are on the streets. Besides my regular solo commute to work, I biked it with my son last week and worried about each car coming around the bends as I looked over my left shoulder.

I'm disappointed that moving 20 parked cars has been such a top priority for you, and hate to think of the costs just in staff time to make these changes. I respect all the diligent work of the planning and public works departments, doing their very best to meet the requirements of a continued safe bicycle route (and avoid that large grant repayment) on the tight timeline you have imposed and on the cheap, but the confusion of grayed out lines and new white lines at all angles is really not a safe solution.

To add to that, I'm reading in the council packet that the flashing crosswalk beacon your motion required (without any prior consultation with staff experts) is actually not practicable there. I'm still not sure what this has to do with creating a safe bike route, as bicyclists are not meant to use crosswalks, but now it seems you will ask riders to turn right at the end of Lincoln and go half a block in the wrong direction before pressing a button to walk across and continue south on Middle? This is what happens when you don't take the time to get proper professional advice.

The last bicycle count on Middle Street showed around 120 daily riders, and we know that far more residents have spoken in favor of safe bicycle infrastructure than against it, so I'm looking forward to hearing what opportunities this consultant will create for public comment on the mess you have made.

Thank you for your time, and I hope for more opportunities to discuss in person.

Matthew Glenn

IncludeInRecords: on

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Below is the result of your feedback form. It was submitted by Jessica ([debell647@gmail.com](mailto:debell647@gmail.com)) on Monday, April 5, 2021 at 11:25:55

-----  
address: 293 Peverly Hill Road, Unit 7

comments: I wanted to express my support for the Peverly Hill Complete streets project. When I found out about this project I was really excited. I frequently run or walk my dog along the tiny shoulder of Peverly Hill Road and it does not feel safe and I have to plan my exercise so that I'm home before dusk. I love that I live bikable to a great downtown, but have tried biking a few times and really the stretch closest to my home is the part that feels unsafe and deters me from doing so more often. I'm expecting a child, and am very excited about a multi-use path. I'm definitely not going to be able to put my kid in a bike seat and head downtown in the road's current configuration.

I attended the beginning portion of the site walk on Saturday 4/3 and was surprised to hear so much opposition to the multi-use trail. I'm newer to the area so I'm not fully up to speed on the history of the project, but when I attended a zoom meeting a few months ago, I don't remember hearing any opposition to the project solely for dislike of the bike path. I could tell that folks were frustrated, and it seemed like they were frustrated by how long the project was taking to get through the design process, which unfortunately will not be sped up by making changes or risking losing funding.

I am very excited about the project, especially the prospect of a multi-use trail that will connect to the greater plan for the city. Thanks!

includeInRecords: on

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Below is the result of your feedback form. It was submitted by catherine(Kate) Harris ([prized@comcast.net](mailto:prized@comcast.net)) on Tuesday, April 6, 2021 at 05:46:07

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address: 166 Clinton St

comments: To Members of the City Council, It has come to my attention that you would like to take a site walk of the 105 Bartlett Street property before the 4/15 Planning Board meeting.

If so, I would like to urge you to have a look at the many archived letters residents have been sending to the Conservation Commission and Planning Board over the last THREE years. We have been begging them to uphold the 100' Tidal Wetland Buffer Setback, to no avail as you can see from the Con. Com.

recommendation for this proposed development.

The loss of trees / shrubs, wildlife habitat etc...along this important tidal estuary will be substantial should this project be approved as is.

It's not too late to insist on a more environmentally friendly development footprint for this property.

Respectfully,

Catherine(Kate) Harris

166 Clinton Street

Portsmouth

includeInRecords: on

Below is the result of your feedback form. It was submitted by Seth Levine ([sdl@sethlevine.com](mailto:sdl@sethlevine.com)) on Tuesday, April 6, 2021 at 08:07:53

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address: 569 Middle Street

comments: If the HVAC is not suitable for dealing with potential Covid threats, why don't we open Spinnaker Point Recreation Center to those who are vaccinated, while following appropriate guidelines? And can we undertake HVAC upgrades while keeping the facility open?

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Mary Lou McElwain ([ml259@comcast.net](mailto:ml259@comcast.net)) on Tuesday, April 6, 2021 at 17:04:25

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address: 259 South Street

comments: Councilors,

I have been on Middle Street , both walking and driving, several times since the bike lanes were eliminated and vehicles are back at the curb. I will say, without a doubt, that vehicular traffic speed has increased substantially since this change. One of the benefits of the previous plan was a decrease in speed, noted by both police and fire departments.

I am very disappointed in your five to four vote to make biking much less safe on Middle Street, and the consequential negative impact on reducing speed.

Mary Lou McElwain

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Jon Wyckoff ([Jon9wyckoff@gmail.com](mailto:Jon9wyckoff@gmail.com)) on Thursday, April 8, 2021 at 07:49:32

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address: 135 Sparhawk st

comments: I appreciate your giving of time on what looks like a beautiful Saturday to allow people to have a say on this enormous project. I will not get into my opinions at this time but would like to welcome you to our neighborhood park honoring Paul McEachern. There is only parking for 5/6 cars with an awkward turn around at the end of the street ,so I'm urging you to carpool or use the senior center mini bus. Also seating is limited with 2 pic nic tables and 1 bench. We,the North Mill Pond advocates have purchased 4 more benches which are stockpiled at the DPW waiting to be installed as is our granite fish sculpture(Tommy)which will be placed by Thomas Berger. It's discouraging that these should be held up by the state of NH,while allowing the clear cutting and total ground disruption on the other side. Please note the Marker in Paul's honor,paid for by the citizens of our neighborhood,which we would be glad to landscape and maintain with city permission. Thank you and welcome to the creek. JON Wyckoff

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Robert Campbell ([rccampb@gmail.com](mailto:rccampb@gmail.com)) on Friday, April 9, 2021 at 06:56:26

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address: 2075 Lafayette Rd. A33

comments: I want to register my support for the inclusion of a separate bike lane removed from the traffic lanes. I specifically would like the council to adopt the project design that has one sidewalk on one side and a combination sidewalk and bike path on the other side.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Zelita Morgan ([zelita.morgan@gmail.com](mailto:zelita.morgan@gmail.com)) on Saturday, April 10, 2021 at 06:35:00

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address: 39 Richard's avenue

comments: Good morning Mayor and Councilors

I trust this finds you and loved ones well and healthy.

With current pace and availability of vaccinations, could you please: provide regular updates at each City Council meeting on vaccination status for City staff,.

Also, are you holding conversations on approach for return of City Council meetings to city hall with live broadcast? There are important factors to be considered, such as vaccination status, social distancing and other preventive practice even after vaccination, and meeting room capacity / HVAC system. I encourage you to have periodic conversations but determine and agree on which data will be used to support such discussions and their resoective sources.

We finally have a functioning CDC. I have found the press releases from Maine's CDC director, dr. Shah, to be outstanding. Press release meetings have been held at least twice/week, giving the press and larger audiences beyond Maine access to constant updates, scientific information around the virus, contamination, preventive best practices, in a very transparent and direct way.

I take this opportunity to thank this Council for the leadership, accomplishments, and commitment to protect the social fabric of our community at one of the most challenging times throughout this ongoing pandemic.

Thanks for your service,

Zelia Morgan

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Christopher Mende ([chris@civcon.com](mailto:chris@civcon.com)) on Monday, April 12, 2021 at 07:08:15

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address: 99 Estes Hill Road, North Berwick, ME 03906

comments: Councilors:

I am writing to ask you to support the bike trail component of the Peverley Hill Road improvement project. I am a resident of North Berwick, Maine who visits your city, mostly by bicycle, with fair frequency. I also ride in locations all over the USA and Canada. Having visited many cities by bicycle, and being a member of several bicycling advocacy groups, I can share with you that cities all over the country are placing a great deal of emphasis on non-motoring travel, in their urban planning. Each road that is built or rebuilt without addressing foot and bike travel concerns is an opportunity lost to provide linear parks - recreation opportunities, within the city. I feel strongly that you owe inclusion of this project component to your residents and tax payers.

Thank you for hearing from an outsider. Good luck with this project.

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Gwen Hoerman ([gwenhoerman@gmail.com](mailto:gwenhoerman@gmail.com)) on Monday, April 12, 2021 at 09:24:13

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address: 145 Brewery Lane

comments: Hello,

I first wanted to say that the city's response to the pandemic has been very impressive, specifically the new measures permitting outside dining at restaurants not previously approved. I am writing today about one restaurant in particular. I urge the city to permanently allow Dwyer's Pub to keep their outdoor area after the pandemic is over. It is great to see a young business owner investing in a corner of the city that was largely ignored previously. The street he is "blocking" has very low traffic and the homes on that street have many other access points. Allowing Dwyer's to keep their outside area would allow the owner to continue investing

in the property to the benefit of the city. More foot traffic in this area from Dwyer's would certainly help increase the use of the new parking garage located nearby.

Thank you, Gwen Hoerman

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Justin C Richardson ([justin@nhwaterlaw.com](mailto:justin@nhwaterlaw.com)) on Monday, April 12, 2021 at 20:49:56

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address: 586 Woodbury Avenue

comments: Mayor Becksted, City Councilors and McIntyre Subcommittee Members:

A major milestone approaches for the McIntyre Project with the "final" design to be discussed on April 20, 2021. It concerns me that a week before the final design is to be considered, it is not yet available on the City's web site. I do not like to go to any meeting unprepared. Details are important and time to consider them is critical.

When plans to become available and you have the opportunity to consider them, I ask that you do so in light of three of the major land use events in our City in the last century. These are: (1) Development of the Parade Mall, now Portwalk; (2) Development of the McIntyre Building; and (3) the creation of Prescott Park. Each of these events involved the raising of neighborhoods to remove urban blight and promote economic progress or social improvement. The Parade Mall sought to promote economic development. The McIntyre Building sought to develop an area for government services. Prescott Park and Strawberry bank sought to preserve history and green space.

The legacies of each are very different. The Parade Mall was a failure. From its ashes arose an even larger building even more out of character with our community. The McIntyre Building is similar. It has been designated as an historic example of an architectural style I am told is known as "brutalism". The name is apt. It imposes and excludes. If you stand beside it, even today, your reaction is to look away. Most, if not all, residents wish it was never built. Government involvement in real estate development is clumsy and the mistakes are costly.

However, Prescott Park tells us that when a community comes together to protect its history and open spaces, the benefits can be significant and permanent. Our city, our arts, our restaurants and businesses thrive because Portsmouth's history, its parks and open spaces, all have values that people want.

Let's build on the successes. Acquisition of the McIntyre by itself will provide significant tax revenue and economic opportunities. If improve the site with open spaces that invite us to enjoy them, like Prescott Park, future residents and our bottom lines will thank us. The entire community will benefit.

Thank you.

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Marcus Santy ([marcus.santy99@gmail.com](mailto:marcus.santy99@gmail.com)) on Tuesday, April 13, 2021 at 19:57:43

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address: 46 Elwyn Road

comments: Hello City Council-

My name is Marcus Santy and I live at 46 Elwyn Road. I am writing to express my 100% support for a safe multi-use path for Peverly Hill Road. I am an avid cyclist and need to use Peverly Hill often. I teach at Robert J Lister Academy and Peverly Hill is the most direct route for me to bike to work. I have a membership to the YMCA and have used my bike to ride to the facility. Living on Elwyn Road, which should be getting its own safe multi-use path soon, I use Peverly Hill to get to several destinations on that side of town. I am confused, but ultimately not surprised, that this council voted 5-4 to potentially remove another safe cycling route. The complete overhaul (removal) of the Middle Street bicycle lane is a crucial mistake that I believe this council will regret. Bicycles should be the future of urban travel, and this group has been very short-sighted on that matter. To me, it seems that the group of five that have sided with each other over similar matters, votes with their interests in mind. Although many, if not all, of the group of five do not cycle at all, that does not preclude you from having an open mind about the city residents that do. Peverly Hill Road is dangerous on a bicycle in its current state. It is also a major artery into the West End of the city for those of us that live in

Elwyn Park and the surrounding areas. I urge you to listen to the residents of Peverly Hill that chose the design with a safe multi-use path included. I also urge you to see Portsmouth for what it can be and not keep chasing what it may have been before.

Thank you for your time and consideration, Marcus Santy  
includeInRecords: on

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Below is the result of your feedback form. It was submitted by Logan Roy ([loganmroy@gmail.com](mailto:loganmroy@gmail.com)) on Tuesday, April 13, 2021 at 20:01:23

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address: 233 Hillside Drive

comments: One of the best features of Portsmouth is accessibility for pedestrians and cyclists. Businesses, schools, visitors, and residents all benefit from safe and abundant walkways and bike paths around our city. The existing plan to make Peverly Hill Road into a "Complete Street" would expand our community and benefit thousands in accessing a new school, businesses along Lafayette, the Post Office, and many workplaces. Please ensure our city continues to grow by continuing the planned Complete Streets design on Peverly Hill Road.

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Christina Cook ([zenawcook17@gmail.com](mailto:zenawcook17@gmail.com)) on Wednesday, April 14, 2021 at 07:21:18

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address: 380 Ocean Road #14

comments: Dear Council,

I live out on Ocean Road in Portsmouth. I have two choices to get into town by bike 1) Route 1 or 2) Banfield Road to Peverly Hill Road to Islington.

Neither choice is great. I tend to use choice 2, the Banfield to Peverly to Islington streets.

Peverly is the worst part. The side of the road is in poor shape, it is busy and with trucks it is really dangerous.

Please consider Portsmouth residences that live further out from town (where many new homes are going up fast).

Please choose Option 2 with shared bike walk path. It will make biking in and out of town safer now and for the future.

This is the time to make forward thinking decisions. Choose option 2.

Thank you,

Christina Cook

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Manny Garganta ([souzagar@aol.com](mailto:souzagar@aol.com)) on Wednesday, April 14, 2021 at 11:16:49

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address: 471 Colonial Drive, Portsmouth

comments: Good Morning Mayor and Councilors, I understand that the city is going to be or has received 12M dollars of recovery act monies. It was mentioned at the city wide zoom that suggestions were requested as to what to use this for.

My suggestion is to use this or a portion for the noise abatement for the Pannaway corridor sound barrier. This has been studied to death for over 30 years..

We have had meetings with Asst. Mayor Splaine, DOT, Neighborhood walks.

The city has filed all of the paperwork for the wall.. 20% of the cost was approved as requested by the DOT.

I think it is time for the residents here to get the Noise abatement.

If the DOT is getting money for Infrastructure the city should apply to see what is available.



I would hopefully like to see the Sound Barrier before I pass to the other side.

Thank you for listening,

Manny Garganta

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Donna Garganta ([dpg47@comcast.net](mailto:dpg47@comcast.net)) on Wednesday, April 14, 2021 at 12:23:14

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address: 471 Colonial Drive

comments: I appreciate being informed by Peter Somssich, of federal monies coming to our city . Federal money is exactly what our neighborhood needs to erect a sound barrier along a federal highway. It was widened last in the 1970s, and even though the law was on the books requiring it, it was never done. Suffice it to say the state has validated the need, through visits, and testing of noise levels. No where else in the state has so many lanes converging, creating this need. State money was always the problem. I joined this cause over 30 years ago when my boys were at Sherburne School. The time is NOW, and I am asking please, please, allocate some of these funds to correct this issue for my favorite neighborhood! Bless you all for listening.

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Peter Somssich ([peter.somssich@gmail.com](mailto:peter.somssich@gmail.com)) on Wednesday, April 14, 2021 at 15:30:33

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address: 34 Swett Ave.

comments: Sorry for the extensive comments:

- 1) The Spinnaker Point Recreation Center has been designated as the primarily adult fitness center for Portsmouth, but due to Covid-19 restrictions has been closed since March 2020. On behalf of many users and friends I am asking the City to open this facility as soon as possible.
- 2) The Center is owned by the Spinnaker Point Association, which is leasing the building to the City (and apparently would not wish to maintain it otherwise). As part of the current, still valid 11-year lease, the City maintains and repairs the facility, the Assoc. is provided with 2 free memberships to each unit within the Association.
- 3) As the result of the virus pandemic, it has been possible for the City to undertake significant repairs and upgrades to the facility during the past year. However, it appears that a reopening is currently not possible due to an inferior ventilation system (perhaps the original units), the replacement of which is costly.
- 4) As a 20-year member of the Center, I have seen very little in the way of repair work or upgrades during that time (some lockers and benches were replaced), however, serious and continues problems have not been addressed (lack of ventilation in the men's locker room, non-functioning electric outlets, and dramatic temperature swings on the indoor track between summer and winter).
- 5) In consideration of the fact that the City has just invested significant money over the past year, and will likely invest more now and during the next 11 years, it should be a consideration whether an outright purchase of the Center by City would be in the best interest of both the City and the Association.
- 6) It is unknown to me whether prior to the past-year's work, or as a follow-up to it, the City has planned to ask for a complete Energy Audit of the Center. Such an audit by qualified contractors would provide a complete picture of the Center, and could qualify the City for a Rebate of as much as 50% of the costs from the NHSaves and utility programs administered by Eversource and Unitil (each utility would contribute). It is an effort well worth the time and the money involved since the equipment in the Center is surely very energy inefficient compared to today's standards, and would save the City maintenance costs in the future.
- 7) Conversations that I have had with a number of members of the Center confirm to me that they would be willing to see an increase in membership fees if they also see a clear effort to invest in and improve the facility.

8) Finally, as the example of the indoor swimming pool upgrade effort by SIPP demonstrated, asking the advice of an energy expert such as Jim Peterson of Peterson Engineering, should be the first step in addressing issues that still exist at the Center, especially since it also includes a pool.

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Larry Drake ([larrydrake57@gmail.com](mailto:larrydrake57@gmail.com)) on Thursday, April 15, 2021 at 05:24:08

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address: 579 Sagamore Ave., Unit 20, Portsmouth

comments: I have used the Spinnaker Point Recreation Center for quite a few years and have definitely enjoyed it and benefited from it. Of course, due to the pandemic, it has been closed. I urge the City Council to support measures to ensure that the Center is fully compliant with all appropriate regulations and the like, especially concerning air quality, so that it can re-open in a timely fashion. Maybe there is money from the American Rescue Plan Act that could be dedicated to this. I would happily pay significantly more in membership fees (I think the last time I paid, it was \$100 a year, which is extremely low, in my view) so that this could happen.

includeInRecords: on

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10/27/19

For NHDOT use only:

Application # 10-19CMB  
 LOI Received: \_\_\_\_\_  
 MMW Att. Name: \_\_\_\_\_  
 MMW Date: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Cost Benefit: \_\_\_\_\_  
 Score: \_\_\_\_\_

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
 CONGESTION MITIGATION & AIR QUALITY PROGRAM**

**2009- 2010 APPLICATION FOR FUNDING**

**1. Sponsor Information**

Applicant Name: City of Portsmouth

Mailing Address: 680 Peverly Hill Road, Portsmouth, NH 03801

Telephone:

Email:

Contact Name: Deborah Finnigan

Title: Transportation Engineer

Mailing Address: 680 Peverly Hill Road, Portsmouth, NH 03801

Telephone: 603-766-1415

Email: dafinnigan@cityofportsmouth.com

Sponsoring Regional Planning Commission: Rockingham Planning Commission

Please briefly describe your project in 350 words or less and attach a location map:  
 This project is for the construction of approximately 2,900 linear feet of new sidewalk, 6,000 linear feet of striped shoulders and associated drainage on Peverly Hill to promote safe biking and walking. The City has constructed sidewalks for the Public Works facility to the YMCA. This project will continue the sidewalk

improvements from the YMCA to Middle and Public Works to Route 1. This project will provide a legitimate biking and walking alternative to Route 1 and Plains Park which has a playground and Little League Field. The shoulders will also improve the overall safety of the roadway for the pedestrians and bicyclist due to the high traffic volumes. Location Map found in Appendix A

## 2. Project Planning (12 points):

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Has this project undergone previous planning as a component of a larger transportation plan or on its own? (*check one*) (1.5 points):  Yes  No

If YES, title of the Plan: B

*Please attach a copy of the Plan. Plan found in Appendix*

Has the project sponsor developed the following for this project (*please attach separate sheets as necessary*) (1.5 points each):

- A purpose a need statement? **Appendix C**
- An overview of existing conditions? **Appendix D**
- Preliminary identification of natural and historical resources that could potentially be impacted by the proposed project? **Appendix E**
- An alternatives analysis that includes a 'do nothing' option and clearly identifies the proposed project as the preferred alternative addressing the identified purpose & need? **Appendix F**
- A conceptual design of the proposed project? **Appendix G**
- An estimated project budget? **Appendix H**
- Documentation of the Public Input opportunities provided throughout the planning process and a summary of commentary received?  
**Appendix**

## 3. Plan Support (10 points)

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Is this project supported by local/regional/state transportation and/or land-use plans?

Yes  No (10 points)

*Please attach copies of the supporting text that identifies the plan title, section and page within the plan. **Plan Text found in Appendix I***

#### 4. Congestion Mitigation & Alternative Transportation (20 pts)

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- Will the project result in reduced congestion? (6 points)  
**Details in Appendix J-a**
- How many surface transportation modes will this project serve? (1 point each - 4 points total)  
**Number of Modes 3 Details in Appendix J-b**
- Does the project encourage use of alternative transportation modes/decrease reliance on SOVs? (5 points) **Details in Appendix J-c**
- Does the project result in use of trip reduction practices? (5 points)  
**Details in Appendix**

#### 5. Sponsor/Project Record (15 points)

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- Will the project be municipally managed? (5 points) Yes  No
- Does the sponsor propose to provide matching funds in excess of the required 20% minimum match? (5 points)  
**Match Proposed Select Match %**
- Has the sponsor managed previously funded CMAQ projects that are now successfully completed and closed out? (5 points)  
Yes  No

#### 6. Overall Suitability (20 Points)

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- Is the project realistic in terms of construction, operation and service delivery? (5 points) Yes  No   
**Additional Details in Appendix K**
- Are the maintenance provisions for the proposed project/service/facility adequate? (5 points) Yes  No   
**Additional Details in Appendix K**
- If this is a transit project, is the plan for funding after the 3 year threshold is crossed adequate and appropriate? (5 points) Yes  No   
**Additional details in Appendix**



## 7. Project Description

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Please attach a map of the project area that shows the proposed alignment and/or project location. **Attachment: A & L**

Additionally, please provide a narrative description of the project that identifies (as appropriate):

- 1.) Period of time over which air quality benefits are anticipated.
- 2.) Seasons that the project will operate: winter, spring, summer, fall or year round.
- 3.) The hours of the day that the project will operate.

## 8. Project Funding

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Will this project be Municipally Managed?  Yes  No  
(Communities are strongly encouraged to "Municipally Manage" the implementation of the project. Please review the "manual for Development of CMAQ/TE Projects" available for reference at [www.te-cmaq.com](http://www.te-cmaq.com) )

- Project Cost Estimate:

*In the space below, please identify the estimated project costs under each of the applicable categories. For projects applying for Planning funds, please leave the Right-of-Way and Construction line items blank.*

a.	Planning / Design / Engineering	\$56,516.40
b.	Right-of-Way	\$0.00
c.	Construction	\$401266.44

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Total	\$ 457782.84
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In the spaces below, please identify the estimated match and federal funds breakdown for the proposed project.

- Funding Source(s):

a.	Project Sponsor (20% Min.)	\$ 91556.57	20%
	Federal (80% Max.)	\$ 366226.27	80%

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Total	\$ 457782.84
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## 9. Air Quality Benefits

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In the space below, please identify the pollutant reductions gained by implementing this project, as identified in the Air Quality Analysis.

VOC Reductions:

NOX Reductions:

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Total Reductions:

See Appendix M

## 10. Regional Planning Commission Sign-off

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TO BE COMPLETED BY THE RPC

*I hereby certify that I have conducted a review of the public participation process for the proposed project, have reviewed the project plans & air quality analysis and I believe that public participation was encouraged and public input was solicited in regards to the proposed project and that the planning process used to arrive at the proposed project was, in my professional opinion, both valid and effective.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## 11. Project Match

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**Please attach official correspondence from the sponsor obligating the required matching funds. Appendix N**

- Source of Funds: (Indicate how matching funds will be obtained):  
General Fund
- Who will maintain the completed project?  
Municipality  
Name of Maintenance Entity: Portsmouth Public Works Department

## **12. Previously approved CMAQ projects**

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*If your municipality/organization has previously been awarded funding through the Congestion Mitigation & Air Quality program, please attach additional sheets that provide information on the amount awarded, the year awarded and the purpose and status of completion for each project.*

*Please Note: All current (active) CMAQ projects awarded in 2004 and before will receive additional scrutiny by NHDOT during the application review. If the project has not been completed due to inaction by the managing entity, new applications for funding may be denied as a result. This will not affect those projects dating to 2004 and before that have not been completed due to issues beyond the control of the municipality/sponsor.*

## To be completed by Regional Planning Commission

Eligible     Ineligible     Attached Air Quality Analysis Acceptable

### Eligible Categories (Please check appropriate category)

- Alternative "Clean" Fuels
- Travel Demand Management (TDM)
- Transportation Management Associations (TMAs)
- Education and outreach
- Congestion Reduction & Traffic Flow Improvements
- Extreme low-temperature cold start
- Inspection/Maintenance
- Traffic Control Measures (TCMs).
- Vanpool and carpool programs
- Pedestrian/Bicycle Facilities & Programs
- Transit Improvements
- Freight/Intermodal
- Diesel Engine Retrofits & Other Advanced Truck Technologies
- Idle Reduction
- Training
- Experimental Pilot Projects

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

(Print Name)

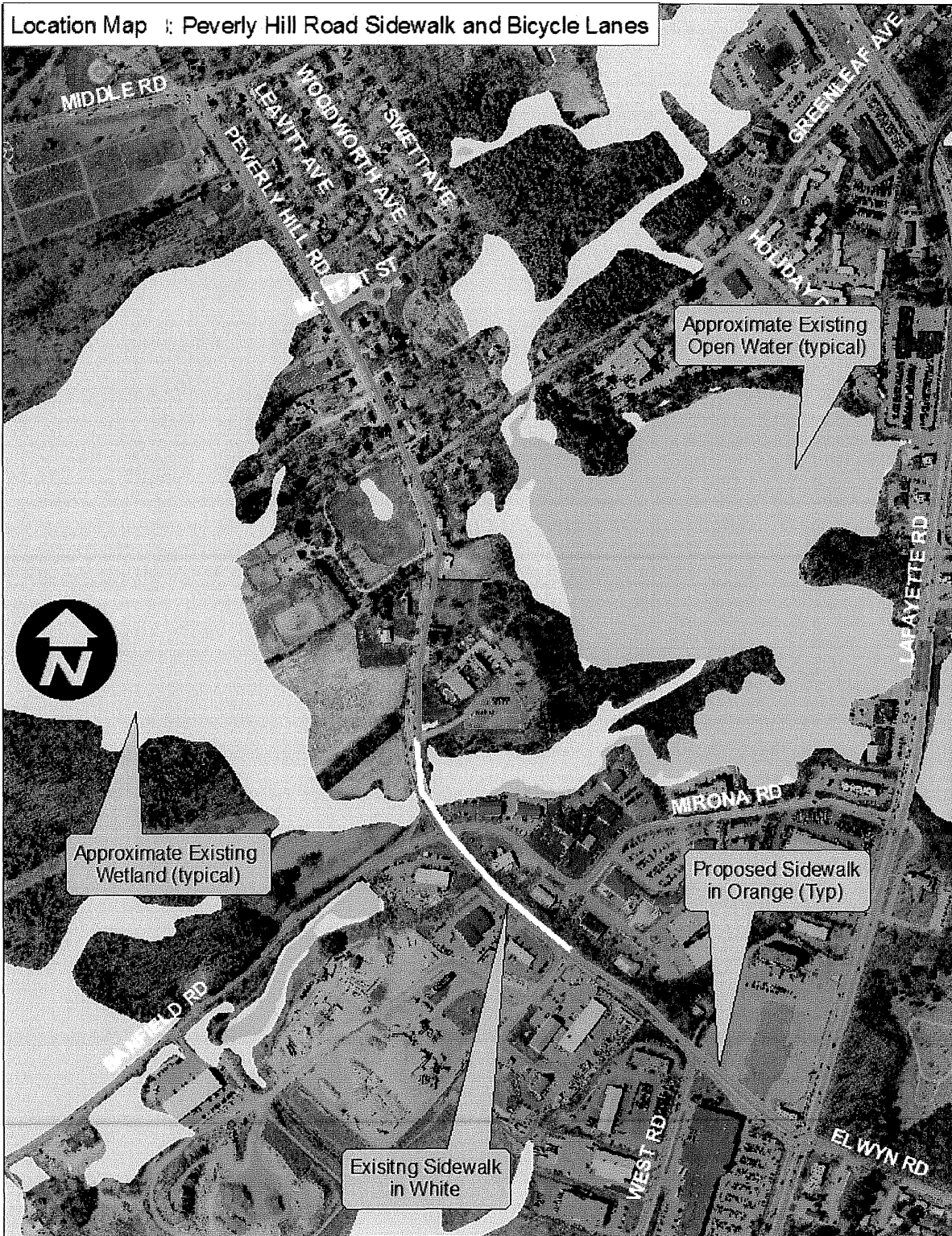
\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_



# Appendix A

## Location Map



# **Appendix B**

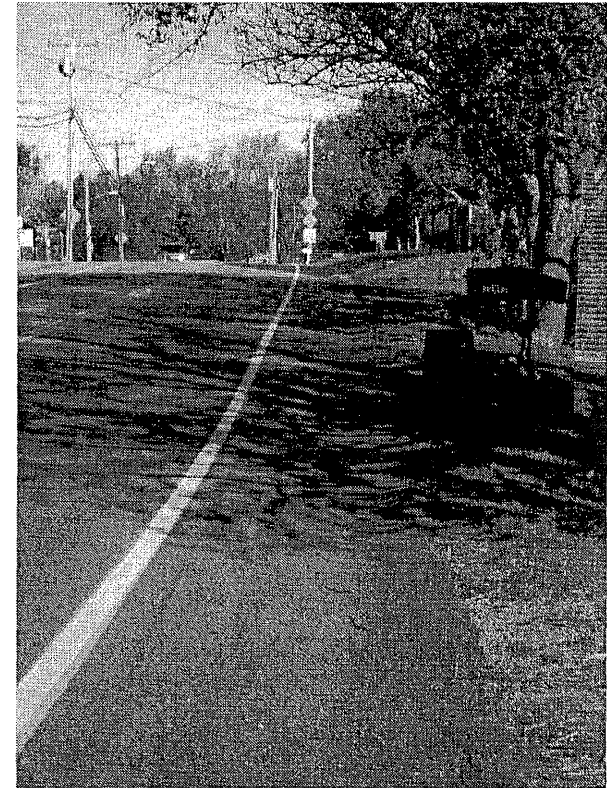
## **Planning Projects**

### **Capital Improvement Plan**



**TSM-CITY/NHDOT-18: BIKE/PED: Peverly Hill Rd - New Sidewalks & Shoulders**

- There is a need for sidewalks and striped shoulders on Peverly Hill Road to promote safe biking and walking. The City recently constructed sidewalks and shoulders from the YMCA to the Public Works Facility. By continuing the sidewalks and shoulders from the YMCA to Middle Rd. the City will have a legitimate biking & walking alternative to Route 1.
- The shoulders will also improve the overall safety of the roadway for the given traffic and truck volumes. The City will apply for TE/CMAQ funding in FY08 for project implementation in FY10.



Total Project	\$450,000	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	Totals
GF	20%			\$90,000				\$90,000
Fed/State	80%			\$360,000				\$360,000
Bond/Lease								\$0
Other								\$0
Revenues								\$0
PPP								\$0
<b>Totals</b>		<b>\$0</b>	<b>\$0</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$450,000</b>
Commence FY:	2010	Quarter:	1st	Priority:	I	Prior Years Funding		
Impact on Operating Budget:	Maintenance Cost					<b>Total Project</b>		<b>\$450,000</b>

# Appendix C

## *Purpose and Need Statement*

The purpose of this project is to provide a safe and defined traveling facility for pedestrian and bicyclists to use on this heavily traveled roadway (ADT 2007 – 11,000 vehicles). The purpose is to build a sidewalk on the easterly side of the roadway and bike lanes on both sides of Peverly Hill Road, because these facilities don't exist for the entire length of this roadway (there is a section of sidewalk from Portsmouth DPW to the Portsmouth YMCA).

The pedestrians and bicyclist that travel on this roadway to access Plains Park/Little League field (only regulation field in Portsmouth), residential neighborhoods, the YMCA and various businesses do not have a safe and defined way to do that.

# Appendix D

## Existing Conditions

The proposed work will be done on Peverly Hill road from Route 1 (Lafayette Road) to Route 33 (Middle Road), which is a heavily traveled roadway. This is due to vehicles traveling having easy access to I-95, NH Route 33 and US Route 1.

This roadway has a mix of residential neighborhoods, recreational facilities (YMCA and Plains Avenue Park) and a wide variety of businesses (ie DPW, Pike Industries, gas stations, repair facilities, restaurants, grocery stores and other retail).

There is a 5' section of sidewalk built from the Portsmouth YMCA to the Portsmouth Public Works Department, which is used regularly. The roadway does have an existing pedestrian use beyond the existing sidewalk.

The roadway right of way is approximately 50 to 63 feet wide, approximately 3000 feet long and has 3 signalized intersections with an existing pedestrian phase.

---

# **Appendix E**

## **Natural and Historic Resources**

There may be temporary impact to the wetlands on the northerly end of the project due to construction; however the project will make every effort not to have any environmental or historical impacts. See Map in Appendix A for wetland locations.

The City preformed a search through the National Historic Registry and this corridor does not have a property listed on it.

# Appendix F

## Alternative Analysis

No Build: The no build alternative would not provide improvements to safety, define appropriate pedestrian and bicyclist facilities or decrease reliance on single occupancy vehicles. This alternative would not meet the stated purpose and need, and the impacts associated with the proposed action are not of a magnitude to warrant the selection of this alternative. As such, this alternative was not selected.

### Reduced Improvements:

Option 1 –Build the bike lanes only and leave the small section of sidewalk as it is. This would help define a facility for bicyclist but would not improve the safety for pedestrians. This alternative would not provide the safety and decreased reliance on single occupancy vehicles.

Option 2 – Build the sidewalk for the entire corridor and don't define the bike lanes. This would increase safety for the pedestrians but would not improve the safety of the bicyclist by defining a facility for them. This alternative would not provide the safety and decreased reliance on single occupancy vehicles.

# Appendix G

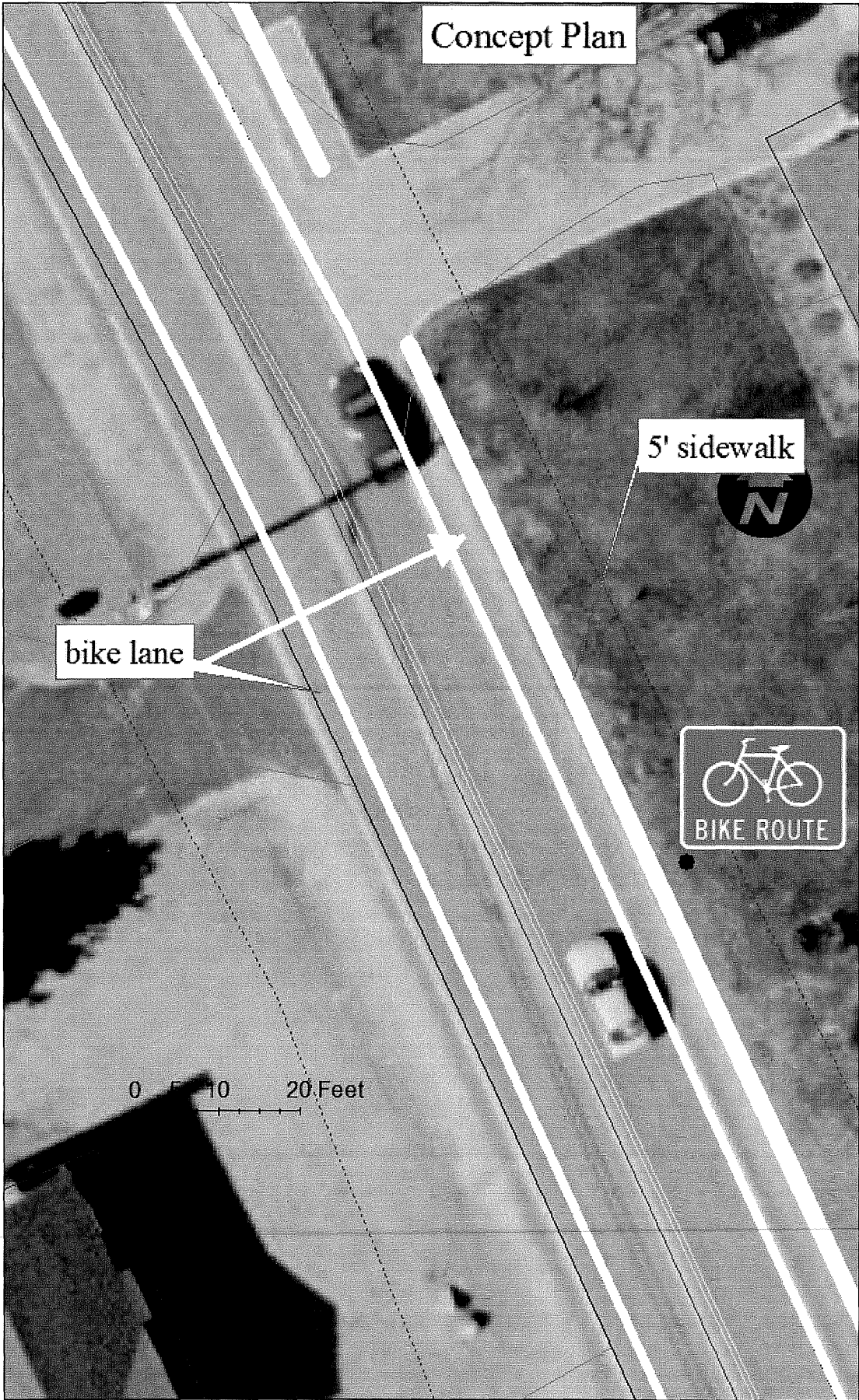
## Conceptual Plan

The proposed plan will consist of a 5' concrete sidewalk with granite curbing on the westerly side of Pverly Hill Road, a bike lane on both sides of the road with appropriate bicycle lane symbols and signage, marked crosswalks across intersection streets and drainage modifications.

An example of the proposed geometric layout is below.



Concept Plan



5' sidewalk

bike lane

0 10 20 Feet



# Appendix H

## BUDGET

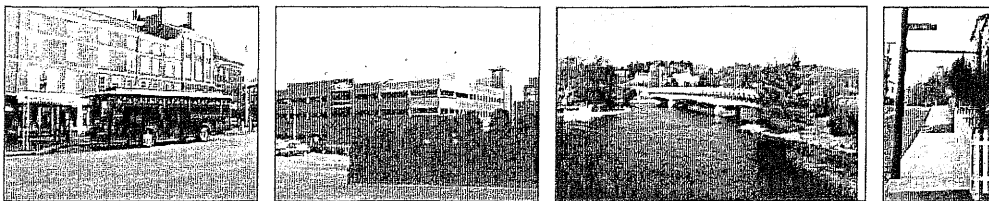
	Cost	Total #	Total Cost per Item
concrete sidewalk (sy)	\$40.00	1650	\$66,000.00
granite curb (lf)	\$18.00	2900	\$52,200.00
crushed gravel	\$40.00	600	\$24,000.00
fill (cy)	\$9.00	600	\$5,400.00
drainage (catchbasins, manholes and pipe)	\$7,400.00	10	\$74,000.00
removal of catchbasins	\$400.00	10	\$4,000.00
police	\$62.10	320	\$19,872.00
Maintenance of Traffic	\$30,000.00	1	\$30,000.00
pavement markings (lf)	\$0.30	6000	\$1,800.00
bicycle symbols (ea)	\$52.00	30	\$1,560.00
bicycle signage (ea) and posts	\$125.00	30	\$3,750.00
design	10% of total		\$28,258.20
construction engineering	15% of total		\$42,387.30
environmental and historical	10% of total		\$28,258.20
sub-total			\$381,485.70
contingency	10% of total		\$76,297.14
<i>Grand Total:</i>			<i>\$457,782.84</i>
	City	20%	\$91,556.57
	State	80%	\$366,226.27

**Appendix I**

**PLAN SUPPORT**

**Portsmouth Master Plan**

# TRANSPORTATION



## *Towards a Walkable Portsmouth*

The transportation system is one of the most fundamental ways in which Portsmouth residents experience their community. The quality of that experience – whether commuting to work, searching for a downtown parking space, taking a family bike ride to a park, walking to the corner store, or using the Transportation Center (to be located adjacent to the High Hanover parking garage) – determines to a large degree their quality of life.

Throughout the Study Circle process, a strong recurring perception dominated the area of transportation – the belief by many participants that the transportation system is out of balance at the expense of community character and quality of life.

This manifested itself in comments that:

- Traffic volumes and speeds are too high through residential neighborhoods;
- Too much urban space is consumed by roads and parking; and
- The environmental and health impacts of automobile usage are high.

There was also the realization that:

- Radical change can not happen overnight, but through concerted effort over time;
- This problem is not unique to Portsmouth and will require regional cooperation to solve transportation problems;
- It will take a combination of public and private interests working together to effect positive change;
- Traffic congestion and traffic safety are real problems that need to be addressed, but not at the expense of efforts to increase the use of transit, bicycling and walking; and
- The automobile will remain the primary means of transportation by most people for some time to come.

In sum, people described the future they would like ... *A Walkable Portsmouth*.

## *Balance and Choice in the Transportation System*

For people to *choose* to use alternative transportation over their automobiles, there must be viable alternatives to driving:

- Transit service must be reliable, convenient, and reasonably time and price competitive with automobile usage;
- Bicycle routes must be safe and direct with secure, convenient bicycle parking at destinations;
- Walking routes must be safe, direct, attractive and homes must be close to workplaces, shops and other destinations;
- Public streets must support a balanced variety of uses, including access to adjacent properties, streetscapes, street furniture, bicycle and pedestrian usage and traffic circulation, with the “balance” being different for different streets based on their function – current street standards should be re-evaluated to ensure they meet community goals;
- Land uses, public spaces and streetscapes must be human-scaled – balancing pedestrian-orientation with the necessity of automobile access.

More so for alternatives than for automobiles, the *quality* of the experience is why people will *choose* to walk, bike or take transit. General City policies (such as CIP spending, and parking pricing and supply) must be consistent and reflect the community’s expressed desires for a more balanced transportation system.

### *Transit in Transition*

Recent success in Portsmouth shows that targeted bus transit improvements can stimulate significant increases in ridership. Since being reconfigured in the summer of 2003 to be more responsive to rider needs, ridership on the Portsmouth Trolley routes has more than doubled over the same time period in 2002. Other routes are also slated for upgrades and significant investments are being made to make transit use more convenient and comfortable. These changes include conversion of the High-Hanover Garage into a Multimodal Center and the creation of local transport centers – locations at major destinations along transit routes in Portsmouth such as larger employment centers (the hospital), shopping centers (Plaza 800), schools and other civic buildings (City Hall). The local transport centers would be inviting to transit users, possibly including bus shelters, benches, lighting, street crossings, bicycle parking, and telephones. These and other projects in the CIP will also help improve the image of transit. Efforts are underway to study the feasibility of passenger rail along the Hampton Branch.

There are many providers of transit services in Portsmouth, including COAST, Wildcat Transit, Portsmouth Housing Authority, Portsmouth School Department and human service agencies. It is essential that these services are well coordinated and/or integrated.

### *Parking*

One of the most difficult and delicate issues facing downtowns in general today is parking. The supply, demand and pricing of parking are interrelated with issues of traffic and downtown vitality. If there is not enough parking supply, or parking prices are too high, development can be driven outside of downtowns along with downtown business customers. If supply is too high and prices are too low, downtown employees will be more likely to drive to work by themselves, and transit use by all but the transit

dependent (those that can't drive due to age, physical disability, or automobile ownership) will be discouraged. These effects in turn fuel traffic congestion while negatively impacting residential neighborhoods along commuter routes.

The dilemma is to find the right balance of parking supply, demand and pricing. The mix of parking between on-street and off-street parking and surface versus structured parking are important considerations. Location and accessibility of parking areas are also key.

The Master Plan study circles and public process consistently reinforced the premise that convenient parking should be provided to assure the economic vitality of the downtown while simultaneously reinforcing transit ridership, peripheral parking usage, pedestrian safety and sound transportation planning.

The City's parking policies should be reviewed to ensure that they support these objectives. For example, parking pricing policies can affect space use, choice of travel mode and trip making to help achieve such objectives as reduced traffic congestion, greater transit usage and ridesharing. Downtown parking should be fairly priced to reflect its value, location and convenience to the user.

The City's Parking Impact Fee, which requires developers to pay \$500 per parking space for their unmet off-street parking demand, should be adjusted to ensure that it is in balance with the public and private cost to provide off-street parking.

Parking zoning requirements and rates should be reviewed to ensure that they are consistent with the above objectives.

The need for Resident Permit Parking should also be reviewed to prevent downtown parking from encroaching into residential neighborhoods and to encourage use of peripheral parking lots or downtown structured parking.

### **Goal T-1**

Create a more balanced transportation system in Portsmouth that supports broader community goals, economic vitality, and advances the quality of life.

#### Objectives

- *Ensure that all transportation projects in Portsmouth provide for full consideration of all modes (automobile, truck, bicycle, pedestrian, transit) in their design, as appropriate.*
- *Continue spending for all transportation modes in the City's Capital Improvement Program (CIP) and funding requests for State and Federal Transportation Funds.*
- *Improve public awareness of transportation options.*
- *Integrate the Transportation Goals, Objectives and Strategies with City Land Use and other policies, ordinances and standards.*

#### Strategies

- T-1.1 Provide subtotals for alternative modes and other transportation projects in the CIP to monitor spending across modes.*



- T-1.2 *Broaden the responsibilities and mandate of the City's Traffic and Safety Committee to include all travel modes.*
- Create a charter for the Committee that broadens its previous responsibilities to include alternative modes.
  - Rename the Traffic and Safety Committee the "Transportation Committee."
  - Create seats on the Committee for representatives of bicycle interests, pedestrian interests, and transit interests.
- T-1.3 *Review the past effectiveness of ordinances and policies and their application in the development review process with regard to bicycle-pedestrian circulation and safety, and transit.*
- Issues to be considered include:
- Sidewalks and pedestrian circulation within and between residential and commercial development, and the quality of streetscapes and public spaces created along public streets.
  - Bicycle facilities as part of roadway and site development projects and bicycle parking.
  - Transit access to and within new development and redevelopment.
- T-1.4 *Undertake a public relations and marketing effort with other public and private partners (Seacoast MPO, Greater Portsmouth Transportation Management Association, large employers, etc.) to inform and motivate residents about transportation options to the automobile throughout the City.*
- T-1.5 *Develop a comprehensive Traffic Review Policy for the City that establishes consistent criteria for the implementation of traffic calming programs in Portsmouth.*

The policy should include:

- Eligibility for participation (such as type of issue, public support);
- Procedures and methods for documenting issues (traffic volumes, vehicle speeds, vehicle classification [auto, truck, RV, etc.], severity of safety/accident problems);
- Review of alternative measures applicable to address the issues or problems;
- Development of recommendations that directly address the documented issues;
- Outline of public participation methods to solicit input of the affected neighborhood(s) throughout the planning process and prior to implementation;
- Requirements for public acceptance prior to implementation; and
- Funding and implementation guidelines.

T-1.6 *Update the City's Street Standards to reflect current design practices and conditions.*

The standards should reflect unique requirements related to:

- Historic districts;
- Residential subdivisions;
- Roadway functional classification and design speed; and
- Commercial/industrial areas versus residential areas.

## Goal T-2

Maintain and improve vehicular traffic safety and circulation throughout the City.

### Objectives

- *Improve access between the Pease International Tradeport, the Portsmouth Transportation Center, the Downtown, and the High/Hanover Intermodal Center.*
- *Create improved primary access from Route 33 into the downtown that avoids or reduces impacts to neighborhoods.*
- *Actively manage through and local traffic to retain the quality of residential neighborhoods and manage access to businesses and services.*
- *Develop strategies to better use the underutilized capacity of the Route 1 Bypass north of the Portsmouth Circle.*
- *Reduce the number and severity of traffic crashes.*
- *Improve the safety of all transportation system users.*
- *Develop and implement City access management guidelines.*

### Strategies

- T-2.1 *Undertake a City-wide traffic circulation plan that also includes full consideration of other transportation modes (bicycle, pedestrian, bus transit).*  
**(CIP)\***
- T-2.2 *Work with the Rockingham Planning Commission to undertake a comprehensive regional truck routing study that identifies preferred through-truck routes through the City and to major destinations within the City from each major roadway access point. These preferred routes would supplement the roads from which through-trucks are currently banned or regulated.*
- T-2.3 *Work with the Seacoast Metropolitan Planning Organization to annually compile and review with the City a list of High Crash Locations to prioritize actions to improve identified safety issues. These actions may include safety studies and funding projects to correct deficiencies.*

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\* The **(CIP)** symbol indicates that the strategy is included in the City's 2005-2010 Capital Improvement Plan.

- T-2.4 Undertake a comprehensive review with the NHDOT and the Seacoast MPO of the role of limited access highways (Spaulding Turnpike, Route 1 Bypass) in Portsmouth and potential changes to beautify them and better integrate them into the community. (CIP)
- T-2.5 Undertake a comprehensive review of the Islington Street/Borthwick Avenue Corridor to enhance the connection between Route 33 and the downtown and to better integrate vehicular, bicycle, and pedestrian traffic and land use.
- T-2.6 Conduct a Wayfinding Study to determine preferred access routes to major destinations within Portsmouth. Develop a signage program to implement these routes. (CIP)
- T-2.7 Review the past effectiveness of ordinances and policy and their application with regard to street interconnections in residential subdivisions and inter-parcel connections between adjacent commercial developments.
- T-2.8 In conjunction with the Seacoast MPO, develop a systematic traffic congestion monitoring program for arterial roadways in Portsmouth.
- The monitoring program might include:
- Data collection (turning movements, travel-delay studies)
  - Congestion and delay monitoring and analysis
  - Follow-up actions such as further study and CIP projects.
- T-2.9 Continue the systematic upgrade of traffic signal systems (replacement of equipment, coordination of signal systems) to make the most efficient use of roadway capacity such as Woodbury Avenue. (CIP)
- T-2.10 Ensure access management is a major consideration in all corridor studies and is incorporated into roadway construction projects, as appropriate.

*Related Strategies:*

- LU-5.1 (corridor studies)
- LU-6.2 (street networks in residential areas)

**Goal T-3**

Create and promote alternatives to single-occupancy motor vehicles in the City.

Objectives

- Enhance the efficiency and effectiveness of local and regional public transportation facilities and services.
- Make public transportation options comparable to single occupancy vehicle usage in terms of incremental cost and convenience.

Strategies

- T-3.1 *Create a system of multimodal transportation centers that will facilitate use of public transit and other modes.*
- These opportunities include:
- Conversion of the High Hanover Parking Facility to a full service Transit Transfer/Multimodal Center. The facility will provide better coordination of transit services. (CIP)
  - Evaluate feasibility of creating a multimodal transportation center in the Northern Tier for local and interlocal buses, tour buses, and Pease Tradeport shuttle. The center should provide convenient automobile, bicycle, transit and pedestrian access and supporting facilities.
  - Creation of local transport centers with enhanced transit supporting infrastructure at major destinations (schools, shopping centers along transit routes, major employers) to encourage transit use.
- T-3.2 *Continue and promote expanded public transit options for evening activities and special events.*
- T-3.3 *Consult regularly with potential public transportation user groups.*
- T-3.4 *Work with the Seacoast MPO on studies to reintroduce passenger rail service to Portsmouth on the Hampton Branch or other viable routes such as the Rockingham Branch, and for the siting of passenger rail stations with links to the downtown (if not located downtown). (CIP)*
- T-3.5 *Continue the City's participation with the Greater Portsmouth Transportation Management Association. Make the City Government a model for alternative commuting through employee incentives and policies to reduce single occupant automobile commuting. (CIP)*
- T-3.6 *Continue and expand the enhancement of fixed route bus service (route frequency, bus routing, types of buses) to meet new demands and opportunities.*
- This is exemplified by recent changes to the Lafayette Road and Pease Trolley and planned improvements to COAST Route 2. (CIP)
- T-3.7 *Promote the expansion of intercity bus service by private providers to better connect Portsmouth to other cities and major destinations such as Manchester Airport. (CIP)*
- T-3.8 *Work with the NHDOT to preserve the utility of existing rail rights of way.*
- T-3.9 *Conduct a study of all public transit services within the City to eliminate service redundancies, increase public transit ridership and improve overall efficiencies. (CIP)*
- Include services provided by, and policies of, COAST, Wildcat Transit, Portsmouth Housing Authority, Portsmouth School Department and human service agencies.

#### Goal T-4

Provide for safe and convenient bicycle and pedestrian circulation throughout the City.

##### Objectives

- *Incorporate and formalize bicycle/pedestrian needs into city transportation planning, policies and ordinances.*
- *Provide safe and sufficient storage facilities for bicycles at public buildings facilities, parks, schools, parking garages and at major commercial centers as appropriate.*
- *Create a network of both shared and separated routes for safe cycling and walking.*
- *Provide sidewalks on public streets, where appropriate.*
- *In the downtown and other commercial centers with high pedestrian volumes, maintain sidewalk widths to balance pedestrian convenience and on-street parking needs.*
- *Increase public awareness and involvement in bicycle and pedestrian planning.*
- *Incorporate recommendations from state, regional, and local bike and pedestrian transportation plans.*
- *Develop and implement a bicycle route that connects the Downtown to Pease via the Rockingham Avenue bicycle bridge over the Spaulding Turnpike.*

##### Strategies

T-4.1 *Review the current policies and standards regarding the requirement for sidewalks along public streets for new streets and for the addition of sidewalks along existing streets.*

T-4.2 *Develop a city-wide bicycle and pedestrian plan. (CIP)*

The Plan should be fully integrated with traffic, roadway planning and transit by the City, Rockingham Planning Commission, and State; should be developed by an Advisory Committee; and should:

- identify bicycle and pedestrian needs and deficiencies,
- identify and prioritize facility improvements (on-road facilities, sidewalks, crosswalks, shared use paths and bicycle parking),
- develop bicycle and pedestrian facility guidelines/standards, including bicycle parking,
- develop standards for bicycle signage on roadways such as Share the Road,
- estimate implementation costs and identify funding sources, responsibilities and phasing.

T-4.3 *Install additional bicycle parking in the downtown and study the feasibility of a Bike Station with secure bicycle parking and support facilities.*

- T-4.4 *Continue to seek funding for bicycle projects already designed.*
- Pursue federal funding through the reauthorized TEA-21 and Clean Air Act.
- T-4.5 *Fully consider bicycle facilities in all roadway and bridge projects (resurfacing, retrofit, rehabilitation, reconstruction and replacement projects) including the Sagamore and Memorial Bridges and the Route 1 Bypass Bridge.*
- T-4.6 *Review site plan, zoning and subdivision ordinances to make them more bicycle-friendly including bicycle parking requirements, roadway design standards, and easements/rights-of-way for bicycle and pathway projects.*
- T-4.7 *Incorporate bicycle, pedestrian and transit accommodations into site planning standards.*
- Establish minimum standards for bicycle and pedestrian facilities.
  - Consider allowing partial credit for automobile parking requirements to encourage bicycle racks, showers, and lockers at worksites for walk and bike commuters.
  - Require off-street parking and circulation plans to consider accommodating bus stops, where appropriate, and the circulation requirements of transit vehicles.

## Goal T-5

Ensure visual continuity and effectiveness of signs and street marking system.

### Objectives

- *Provide effective signage and directionals on primary transportation routes.*
- *Coordinate more effectively public sector and private/non-profit sector signage programs related to major destinations and cultural/historic destinations.*

### Strategies

- T-5.1 *Conduct a Wayfinding Study to determine priority access routes to major destinations within Portsmouth from the Interstate System and arterial roadways. (CIP)*
- T-5.2 *Develop a signage program to implement these routes.*
- T-5.3 *Implement a Gateway Signage program which includes welcome signs, landscaping, and other design treatments at primary gateways to the community.*
- T-5.4 *Commit CIP funds to on-going program support (maintenance, expansion, management).*
- T-5.5 *Develop policies and procedures to coordinate public sector and private/nonprofit sector signage programs within the public right of way.*



## Goal T-6

Develop a downtown parking system that provides adequate, safe, and convenient parking facilities to support downtown vitality and broader community goals.

### Objectives

- *Provide safe, cost-effective and convenient parking facilities in the downtown.*
- *Ensure parking garages are designed appropriately for the area's historic context.*
- *Develop parking strategies that complement traffic management goals to reduce congestion and improve air quality.*
- *Balance parking supply, demand and price to sustain downtown economic vitality.*
- *Provide alternatives to driving into and parking in the downtown.*
- *Provide convenient, frequent bus service to the downtown that complements parking strategies.*

### Strategies

- T-6.1 *Regularly monitor the inventory and turnover of public and private downtown parking, the number of residential housing units, the square footage of commercial buildings, and assess vacancy rates in order to monitor parking supply and demand.*
- T-6.2 *Enhance (supply, aesthetics, infrastructure) parking facilities on the periphery of the downtown with high frequency public transit.*
- T-6.3 *Work with the RPC, NHDOT and MPO to implement the system of planned satellite Park and Ride lots (outside of Portsmouth) and Commuter Express Buses to intercept commuters bound for Portsmouth to mitigate traffic and improve air quality. (CIP)*
- T-6.4 *Consider the recommended upgrade of the Worth Lot from surface lot to parking garage. Revisit the need for the project in 2006. (CIP)*
- T-6.5 *Identify and expand shared parking opportunities between land uses (such as currently provided by the City and the St. Johns' Masonic Parking Lot) to use the current supply efficiently and reduce demand for additional downtown parking. (CIP)*
- T-6.6 *Periodically review the current amount and appropriateness of the parking impact fee (intermodal transportation credit) that developers pay in lieu of providing parking downtown. The review will assess when the rates need to be changed to bring them up to date and in line with the public and private cost to provide off-street parking.*
- T-6.7 *Consider implementing Resident Permit Parking to prevent downtown parking from encroaching into residential neighborhoods and encourage use of peripheral parking lots or downtown structured parking.*

- T-6.8 Review the existing off-street parking requirements for new development and parking generation rates in the zoning ordinance.
- T-6.9 Review the current pricing structure of public on and off-street parking.
- T-6.10 Review new technology to more cost-effectively and conveniently collect parking payments for on-street and off-street parking.

*Related Strategies:*

- LU-1.5 (off-street parking facilities)
- LU-1.6 (parking behind buildings)

**Goal T-7**

Develop Pease Airport to meet the long range goals of the Tradeport, the City, the region and the State.

Objectives

- Ensure that the operational (hours of operation, type of aircraft) and functional characteristics (Air National Guard, passenger, cargo) of the Airport are consistent with the Tradeport, the City, local, regional and statewide needs and goals.

Strategies

- T-7.1 Participate in a strategic planning process with the Tradeport that reviews the mission of the Airport and considers alternatives to current operations, functions, and management structure.
- T-7.2 Evaluate parking policies on the Pease Tradeport including the potential for improved shared parking and consolidation of parking areas.
- T-7.3 Preserve rail access to the Pease Tradeport.

**Goal T-8**

Continue to meet Portsmouth's long-term transportation infrastructure needs.

Objectives

- Communicate high priority transportation infrastructure needs and fiscal constraints to the NHDOT, Rockingham Planning Commission, Seacoast MPO, and City residents and business community.
- Continue existing partnerships with public funding agencies and expand funding partnerships with the private sector.

Strategies

- T-8.1 Maintain funding in the CIP to ensure adequate preservation of roadway pavement, bridge and sidewalk conditions throughout the City and transit vehicle maintenance/replacement. (CIP)
  - T-8.2 Work with the NHDOT to identify and prioritize major infrastructure needs:
    - Roadway-rail grade crossings
-

- *Roadway-rail grade separated crossings (Maplewood Avenue, Route 16, etc.)*
- *Rehabilitation/replacement of the Sagamore and Memorial Bridges (CIP)*
- *General Sullivan Bridge*
- *Portsmouth Traffic Circle*

#### Goal T-9

Maintain the viability of the Port of Portsmouth to meet the freight transportation needs of the City and Region.

#### Objectives

- *Maintain compatibility of the Port with the adjacent downtown.*
- *Increase rail access to the Port.*
- *Provide for rail needs for industrial users along the Piscataqua River.*

#### Strategies

- T-9.1 *Implement the recommendations of the Port Master Plan.*
- T-9.2 *Identify additional ways to facilitate usage of the Port.*
- T-9.3 *Review current zoning and other City policies to ensure that operation of the Port remains viable.*
- T-9.4 *Maintain and improve intermodal freight connections between the Port, Tradeport, and the region.*

## **Appendix J**

### **CONGESTION MITIGATION AND ALTERNATIVE TRANSPORTATION**

J-a: The project will reduce congestion in the corridor by providing a safe and defined alternative to single occupancy vehicles.

J-b: The surface transportation modes this project will service are vehicular, pedestrian and cycling.

J-c: The project is meant to encourage cycling and walking, so there will be a reduction in single occupancy vehicle reliance.

## **Appendix K**

### **OVERALL SUITABILITY**

J-a: This project will be straightforward to construct and operate; because once it is constructed it will require yearly maintenance and snow removal as needed. These operations are already included on the sidewalks within the City.

The sidewalks and bicycle lanes will improve the quality of pedestrian and bicycle travel through this corridor.

J-b: This project will reduce the current amount of maintenance for the traffic signal system in this corridor. The City goes out regularly to check to see if signals are working based on complaints received by the general public and it has been determined that part of this has to do with the use of the fire cable for communication.

## **Appendix L**

### **PROJECT DESCRIPTION**

- 1) This project will have air quality benefit during all time of the day.
- 2) The project will operate during the entire year.
- 3) The project will operate during all hours of the day.

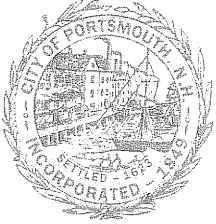


## **Appendix M**

### **AIR QUALITY BENEFITS**

## **Appendix N**

### **CORRESPONDENCE FOR OBLIGATING FUNDS**



## CITY OF PORTSMOUTH

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

John P. Bohenko  
City Manager

April 1, 2010

Thomas E. Jameson, PE  
New Hampshire Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483

**SUBJECT: 2010 NHDOT Congestion Mitigation & Air Quality Program  
Peverly Hill Sidewalk and Bike Lane Project**

Dear Mr. Jameson:

The City of Portsmouth will obligate the matching funds in the amount of \$ \$91,556.57 for the above subject project.

Thank you for the opportunity to submit the above subject project.

If you have any questions or require additional information, please contact Deborah Finnigan at (603) 766-1415.

Sincerely,



John P. Bohenko  
City Manager

Enclosures

---

c: Cliff Sinnott, Executive Director, Rockingham Planning Commission, 156 Water Street Exeter, NH 03833

**AIR QUALITY ANALYSIS**

**Project:** Portsmouth Peverly Hill Road Bicycle & Pedestrian Facilities

Construct 6000 feet bicycle lane on Peverly Hill Road between Middle Street/NH33 and Lafayette Road/US1; also construct 2900' of sidewalk in two segments: from Middle Road to the YMCA, and from the Portsmouth Public Works building to US1, completing bike/ped facilities the full length of Peverly Hill Road.

**Description:**

**Sponsor:** City of Portsmouth

**Opening Analysis Year:** 2011

**Location:** Peverly Hill Road

<b>Analysis of Mode Shift &amp; Avoided Automobile Emissions</b>				
	<b>2011</b>	<b>2017</b>	<b>2026</b>	<b>2035</b>
<b>Projected Walking/Cycling Trips per Day</b>	300	306	312	318
Trips diverted from auto (80%)	240	245	250	255
Average trip length in miles (length of trail segment)	1.1	1.1	1.1	1.1
<b>VMT saved (per weekday)</b>	<b>264</b>	<b>269</b>	<b>275</b>	<b>280</b>
Average speed (MPH)	25	25	25	25
Emission Factors @ 25 mhp				
VOC (gm/mile)	0.492	0.303	0.208	0.206
NOx(gm/mile)	0.441	0.220	0.137	0.129
<b>Emission Reductions (kgs/day)</b>	<b>2011</b>	<b>2017</b>	<b>2026</b>	<b>2035</b>
VOC	0.130	0.082	0.057	0.058
NOx	0.116	0.059	0.038	0.036
<b>Notes &amp; Assumptions:</b>				
Use of proposed sidewalk projected based on adaptation of model from NCHRP Report 552. See 1) attached sheet for inputs to model Mode shift projection assumes 80% of bike/ped trips replace auto trips, given the short nature of the trip, 2) and the proximity to the YMCA and Plains Avenue Park Playground/Ballfields 3) Assumes 2% growth in trips per year 4) Assumes that average bike/ped trip equals length of proposed facility 5) VMT saved = trips replaced per day X average trip length 6) Average auto speed of 25 m.p.h. based upon speed limits 7) Emission factors from years 2011, 2017, 2026, and 2035 from Mobile 6.2 (2/23/10) Total emission reductions = emission factors X estimated weekday VMT saved.				

## AIR QUALITY ANALYSIS II - Usage Estimation

**Project:** **Portsmouth Peverly Hill Road Bicycle & Pedestrian Facilities**  
 Construct 6000 feet bicycle lane on Peverly Hill Road between Middle Street/NH33 and Lafayette Road/US1; also construct 2900' of sidewalk in two segments: from Middle Road to the YMCA, and from the Portsmouth Public Works building to US1, completing bike/ped facilities the full length of Peverly Hill Road.

**Description:** facilities the full length of Peverly Hill Road.

**Sponsor:** City of Portsmouth

**Opening Analysis Year:** 2011

**Location:** Peverly Hill Road

### Usage Projections Based on Model from NCHRP Report #552

Segment 1	Bicycle (2400m radius)			Pedestrian (1600m radius)			Combined Bike/Ped		
	low est	Med est	High est	Low	Med	High	Low	Med	High
Residents (g)	20077	20077	20077	7302	7302	7302			
Existing Commuters	24	24	24	143	143	143	167	167	167
New Commuters	6	6	6	65	65	65	71	71	71
Total Existing	225	3442	5092	216	1413	2255	441	4855	7347
Total new	65	907	1338	164	711	1095	229	1618	2433
Projected Total Use	320	4379	6460	588	2332	3558	908	6711	10018
Projected New Use	71	913	1344	229	776	1160	300	1689	2504

### Notes & Assumptions

Inputs to NCHRP model include:

- a) Metropolitan Area of Project - Other/Non-Metro
- b) Development Type - Suburban
- c) Construction Year - 2011
- d) Facility Type: For Bike Estimate "On-Street w/o Parking; for Ped Estimate "Off Street Trail"
- e) Commute mode share: Bike = 0.3%; Ped = 4.9% from 2000 Census
- f) Density figures: 800m radius = 921 p/mi<sup>2</sup>; 1600m radius = 1604 p/mi<sup>2</sup>; 2400m = 2552 p/mi<sup>2</sup>
- g) To adapt model for pedestrian estimate, used only 800m and 1600m buffer populations  
 Consequently resident population for Bike estimate reflects 2400m radius, Ped estimate reflects only 1600m radius
- h) Only New Use figures are carried forward into Air Quality Analysis



# State of New Hampshire

HOUSE OF REPRESENTATIVES

CONCORD

Portsmouth City Councilors  
Portsmouth City Hall  
1 Junkins Ave.  
Portsmouth, NH 03801

April 19, 2021

Dear Councilors,

Almost 2 years ago I approached the Portsmouth City Council with a request to support a fund-raising effort that I was heading up to raise enough funds to install real-time radiological monitoring devices in the NH section of the 10 mile Emergency Planning Zone (EPZ) surrounding the Seabrook nuclear power plant. This initiative, which included myself along with Howie Gonia, a retired radiological specialist from Seabrook, local attorney Damon Thomas and former Portsmouth State Representative, the Hon. Richard DiPentima, was launched in 2018 in collaboration with the C-10 non-profit organization. C-10 has been providing real-time monitoring in the MA section of the EPZ under contract with the MA Department of Safety since the 1990s. However, in NH no such real-time monitoring was in place, but only so-called TLDs were used by the State of NH, which only gathered data every 3-5 months and were not designed for air monitoring at all. Our Citizens' Initiative for Radiological Monitoring in NH had as its goal to install at least 3 new real-time monitoring devices in the NH- EPZ, and ensure that the real-time data was readily available both to state officials, but more importantly also to the general public upon request. After a successful fund-raising effort, which included the \$1000. donation by the City of Portsmouth that was collected by our group a year ago, that goal has now been achieved.

In contrast to the TLD monitoring devices, the real-time devices provide immediate actionable data at all times, and also provide the critical information about wind direction and wind speed. In addition to the extra safety protection that such a real-time monitoring provides, it also can be used to monitor for health-related issues. As is well known today, the NH Seacoast is home to 3 pediatric cancer clusters for which the origin is still unknown. It is well known that even low levels of radiation can cause cancers, especially in infants, children and pregnant women. Because the installed real-time monitors are highly sensitive to both low level and high-level radiation, they will now be able to routinely detect low level radiation in the NH-EPZ, which we previously not available. The Seabrook plant under its license is allowed to release low-level radiation.

Today, I would like to thank the City of Portsmouth and its councilors for supporting this effort and provide you with a recent monthly report compiled by the C-10 organization. Such a monthly report for the NH monitors is available by request from C-10. Contact information is included with this letter and also as part of the cover letter provided with the monthly reports.

Respectfully,

Hon. Peter Somssich  
State Representative, District 27  
34 Swett Ave. Portsmouth, NH 03801  
Tel. 603-436-5382  
Email: [staterrep27nh@gmail.com](mailto:staterrep27nh@gmail.com)

Natalie Hildt Treat  
Executive Director  
C-10 Research & Education Foundation  
11 Chestnut St, Amesbury, MA 01913  
Tel. 978-465-6646 , Email: [Natalie@C-10.org](mailto:Natalie@C-10.org) Web: [c-10.org](http://c-10.org)



**TO:** New Hampshire radiation monitoring reports distribution list  
**FROM:** Michael Mansir- C-10 Monitoring Network Administrator  
**CC:** Natalie Hildt Treat- Executive Director, C-10  
**DATE:** March 24, 2021  
**RE:** *Monitoring Report from C-10 Research & Education Foundation, February, 2021 for the New Hampshire stations only.*

Attached are the Citizens Radiation Monitoring Network (CRMN) beta and gamma reports for February, 2021.

February was a quiet month for radiation monitoring with no notable events recorded on the network except for some very minor beta spikes picked up by a few stations sporadically. The attached graphs will also show multiple stations offline at times due to maintenance and annual equipment calibrations, which are now complete.

For most of the month we had fifteen stations reporting in, with station 16 at the Page School in West Newbury offline due to a glitch in their new firewall configuration that their network administrator is trying to resolve. There are subtle differences in network and electric power quality at every station on the CRMN; no two are alike, and although we try to implement technology that is portable across the network, we are under the constraints of the technologies utilized at our host locations.

**Making the Network Climate Resilient** - C-10 is working on a very exciting project proposal to install a [Climate Resilient Internet](#) system using non-wires communication devices along with solar and battery backup power at each monitoring station as well as at our central office. Without the internet *and* electricity, C-10 loses monitoring and communication capabilities at a time when it may be most critical: when severe weather impacts our region. We are working with pioneers in the critical communications field and seeking funding from a variety of sources to undertake this transformative project. We'll provide more updates in future reports. Meanwhile, please let Natalie or me know if you'd like to learn more about this project.

**Calibrations and Equipment Upgrades** - The past year was an exceptionally challenging one due to the COVID-19 safety protocols we maintained for the protection of both our team and our hosts. We put a great effort into streamlining our calibration and maintenance procedures in order to minimize onsite presence at our public and residential host locations. Along with the recent completion of radiological probe calibrations and a few critical equipment repairs, we also managed to install many Ebox microcomputers on the CRMN to replace aging and malfunctioning laptops. We now have 14 of 16 radiation monitoring stations running new microcomputers with only station 02 (Plum Island, Newburyport) and station 24 (Hampton, N.H.) remaining on our list for upgrades and those are in development now. As always, the New Hampshire portion of our network is funded outside of our contract with MDPH, however we continue to operate as one network and share the data from the four (soon to be six) stations located in the Granite State. **New station news!** With the weather now turning to our favor field, work can recommence in earnest. A second new station in New Hampshire near the Rt. 101/95 interchange in Hampton is now in development. The radiation monitoring equipment is in testing phase and should ship to us next week from the manufacturer, International Medcom. A second site visit is planned for tomorrow to map out equipment placement, network configuration and power supply. We continue to work on a location for Kensington, New Hampshire. This will bring the number of stations in New Hampshire to six, where we will reach a point of stasis per our current budget and



fundraising capabilities, as the network is all privately funded there. We have eleven sites in the Massachusetts communities within the 10-mile emergency planning zone, plus a control site in Somerville.

#### **Helpful Information for Reading the Report**

**About the data presentation:** The reports detail beta and gamma radiation levels along with wind speed and wind direction (from/to). We do not record temperature. Each column is actually 1440 recordings taken each minute of the day at that station. Empty columns or downward spikes indicate a power outage. At the top of the graph is a dashed horizontal line that depicts the alert setting. 120 cpm for beta and 0.030 mR/hr gamma. \*Please note: the graphs list gamma units as -mr/hr when it should read mR/hr.\* This is a programming error in the module that prints the report template and is on our task list to repair. The location of the station is displayed as points on an x,y axis with Seabrook Station being 0,0. The distance is measured in kilometers and the direction indicates a point on a compass away from Seabrook Station.

#### **Station Locations**

The following information is to provide the monitoring alert list basic location of alerts. C-10 maintains addresses and contact information of the sites, which are not disclosed to the public. For more information on how the network and our alert notification protocols function as well as a map of approximate station locations, please see: [c-10.org/monitoring-seabrook-station](http://c-10.org/monitoring-seabrook-station).

Station #	Location
02	Plum Is., Newburyport, MA
05	Salisbury Beach, MA
07	Fern Ave., Amesbury, MA
08	Salisbury, MA
09	Newbury, MA
14	City Hall, Newburyport, MA
15	West Newbury, MA - Pentucket School
16	West Newbury, MA - Page School
18	Downtown Amesbury, MA
21	South End, Newburyport, MA
23	Seabrook Beach, NH
24	Hampton, NH
26	Byfield, MA
27	Brentwood, NH
28	Exeter, NH
91	Somerville, MA (control station)

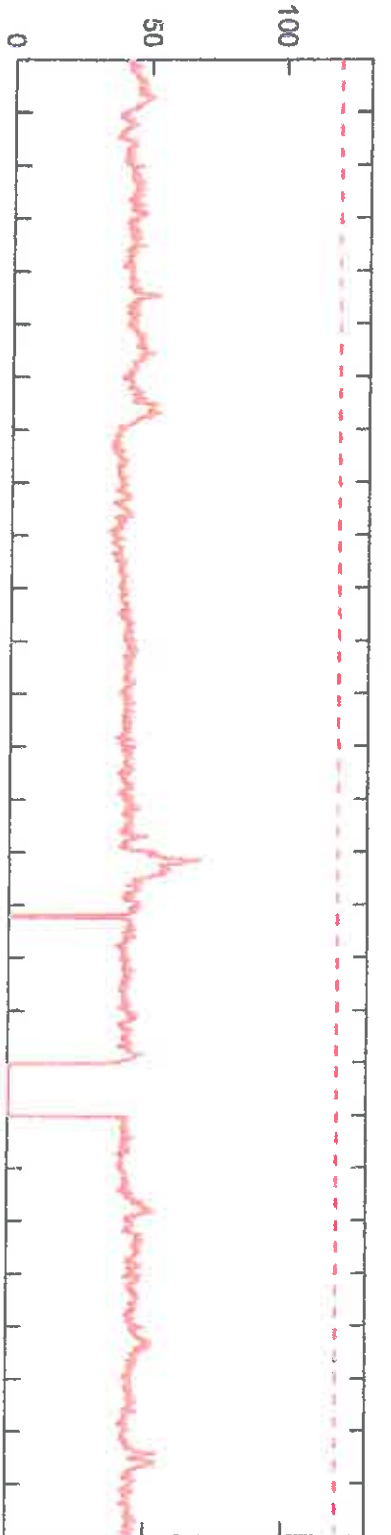
If you have questions, please contact Mike Mansir, network administrator at [mike@c-10.org](mailto:mike@c-10.org) or Natalie Hildt Treat, executive director at [natalie@c-10.org](mailto:natalie@c-10.org) or 978-465-6646.



**STATION NO. 23**

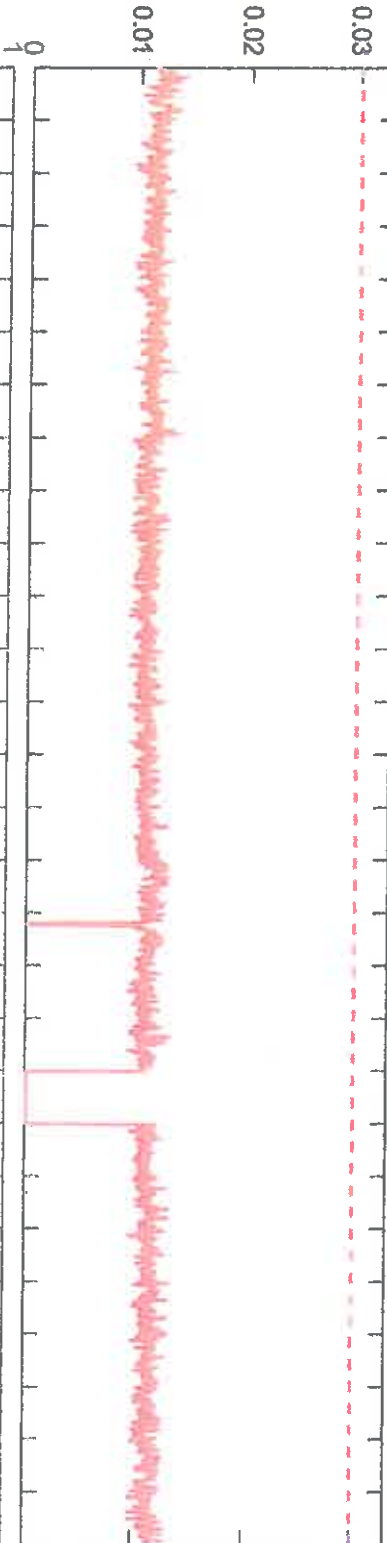
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Beta  
[CPM]

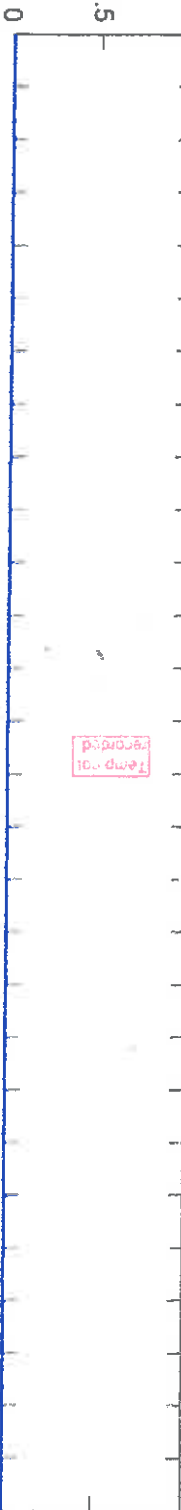


Location:  
X = 0.3 kms  
Y = 3.5 kms  
Distance = 3.5128 kms  
Direction = 4.8991 dT

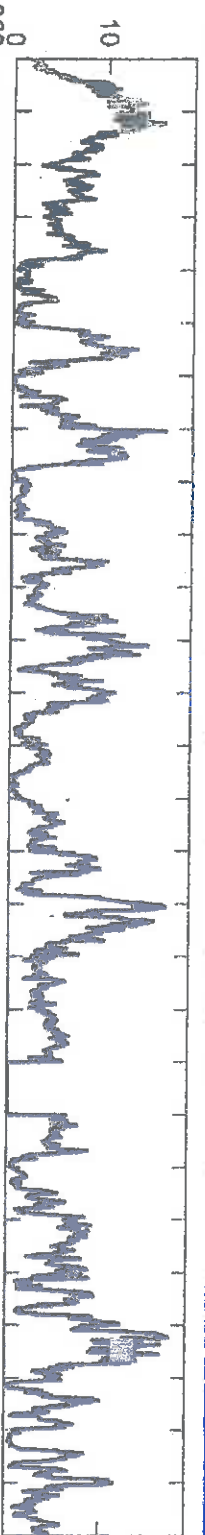
Gamma  
[mr/hr]



Temperature  
[d F]

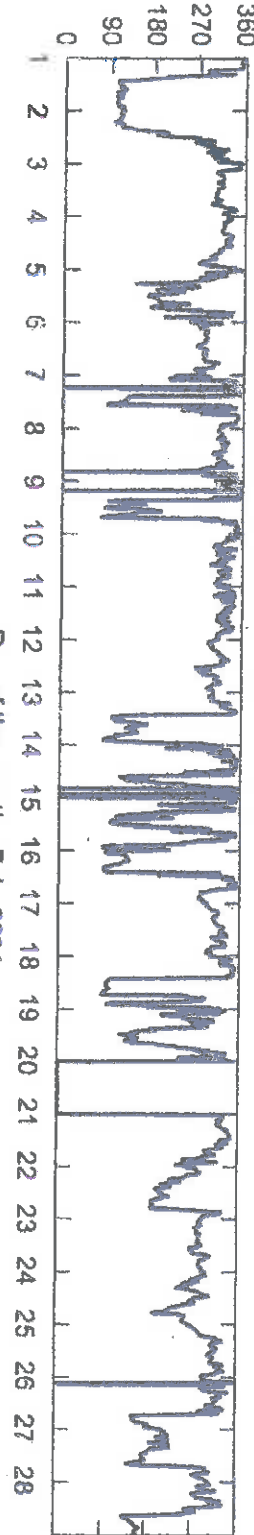


Wind Speed  
[mph]



Correction applied.  
2688 steps in file.  
Filtered data.

Wind Dirctn  
[d T]



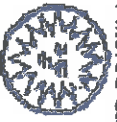


STATION NO. 24

(C0221MF.mat)

Location:  
X = 0.1 kms  
Y = 5 kms  
Distance = 5.001 kms  
Direction = 1.1458 dt

Correction applied.  
2688 steps in file.  
Filtered data.



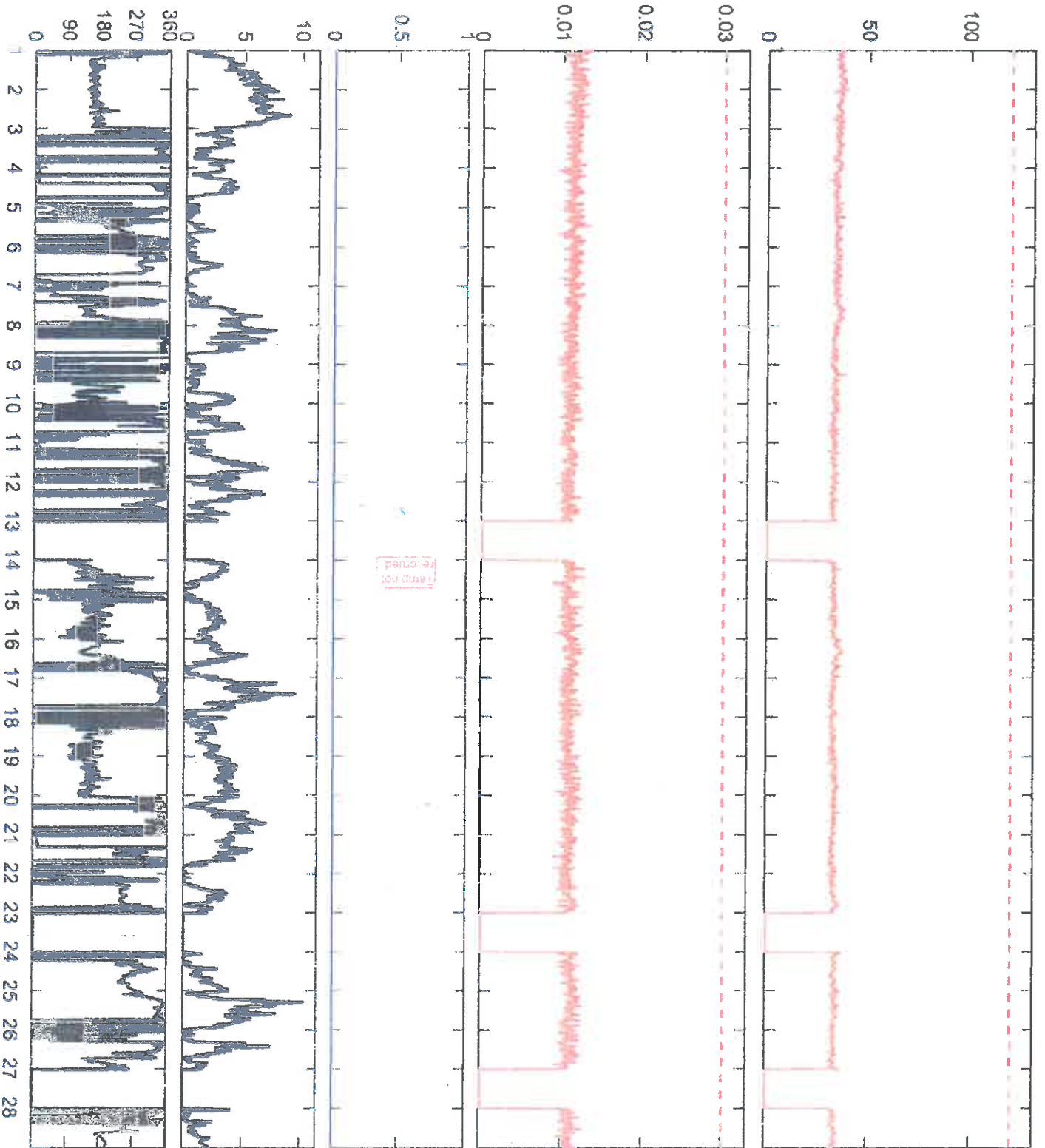
Beta  
[CPM]

Gamma  
[mr/hr]

Temperature  
[d F]

Wind Speed  
[mph]

Wind Dirctn  
[d T]



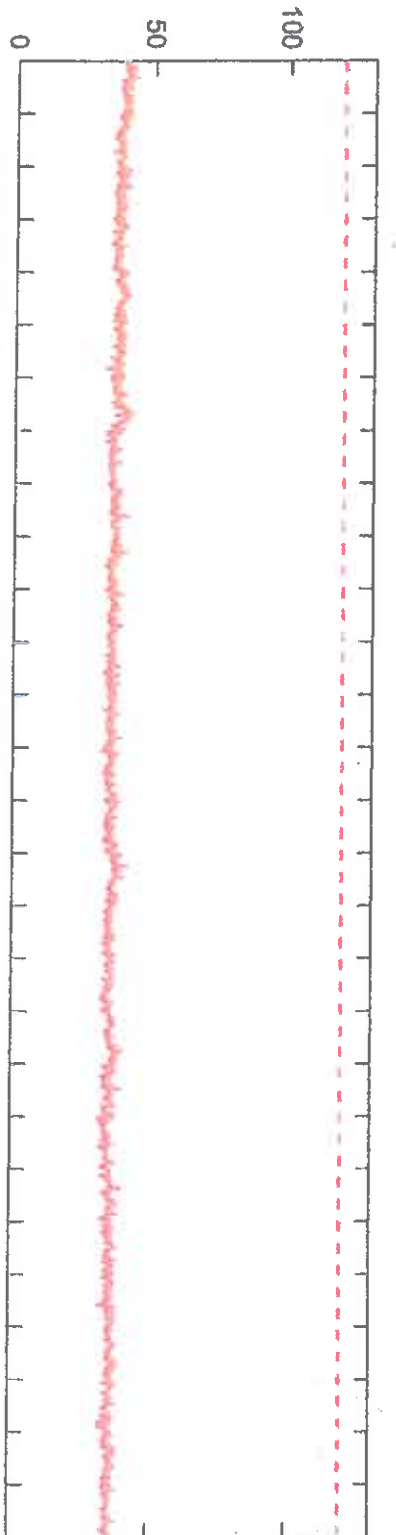
Day of the month: Feb, 2021



**STATION NO. 27**

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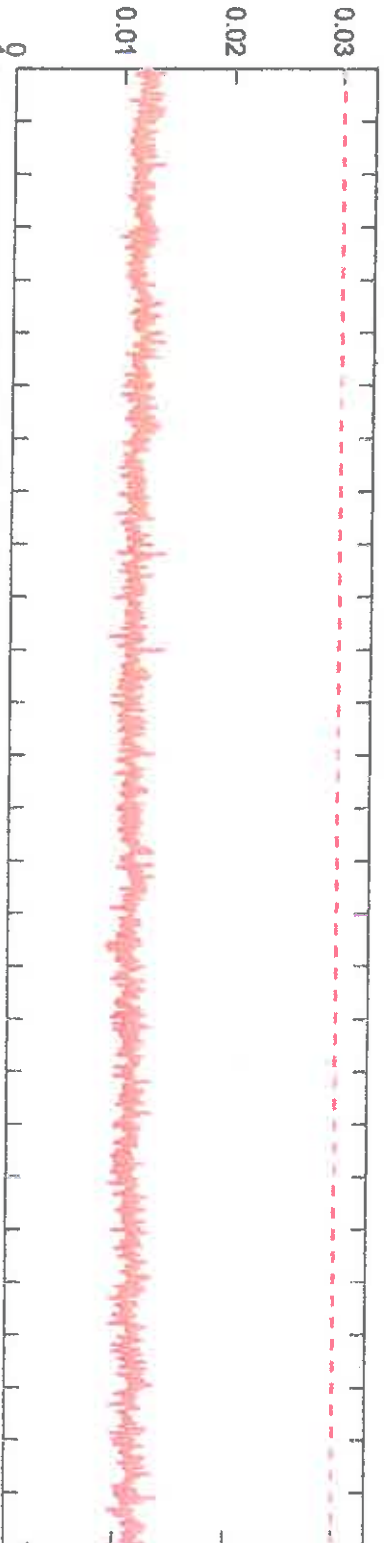
Beta  
[CPM]



0.03

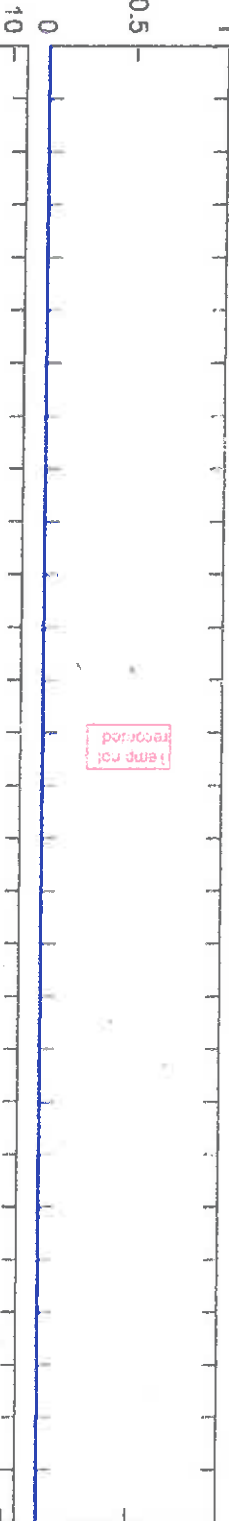
Location:  
X = -11.37 kms  
Y = 7.56 kms

Gamma  
[m/hr]

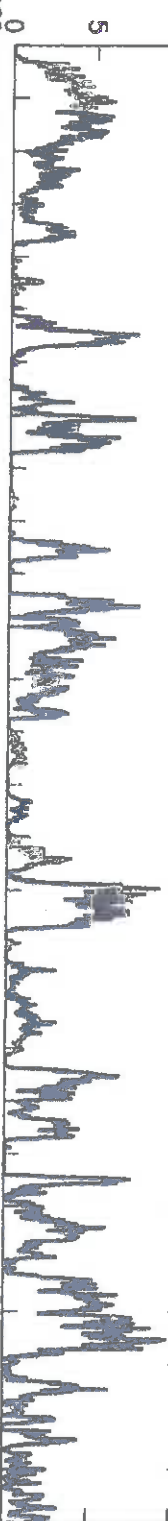


Distance = 13.654 kms  
Direction = 303.6202 dT

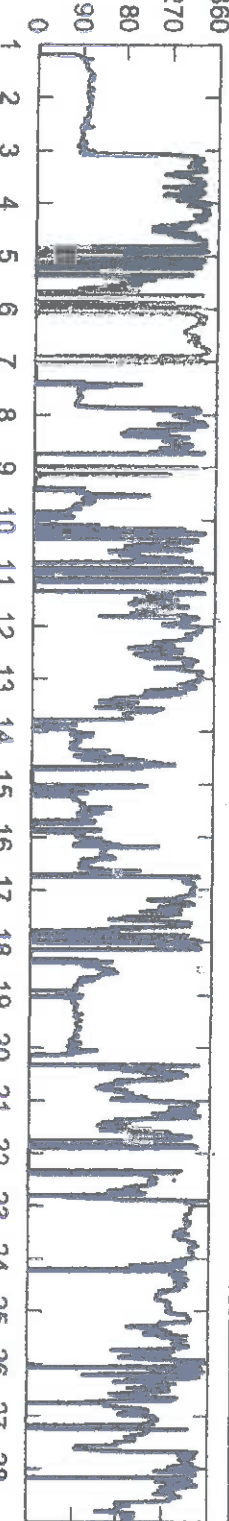
Temperature  
[d F]



Wind Speed  
[mph]



Wind Dirchn  
[d T]



Correction applied.  
2698 steps in file.  
Filtered data.





STATION NO. 28

(C0221MF.mat)

Beta  
[CPM]



Location:

X = .784 kms

Y = 8.72 kms

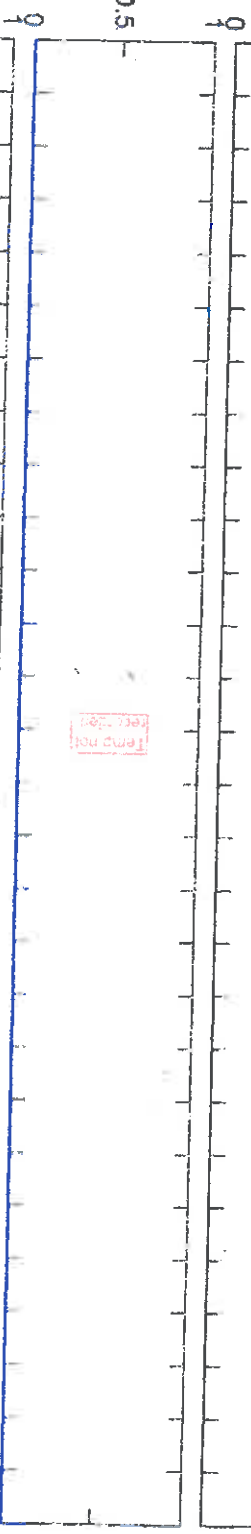
Distance = 11.7262 kms

Direction = 318.0418 DT

Gamma  
[mr/hr]



Temperature  
[d F]



Wind Speed  
[mph]

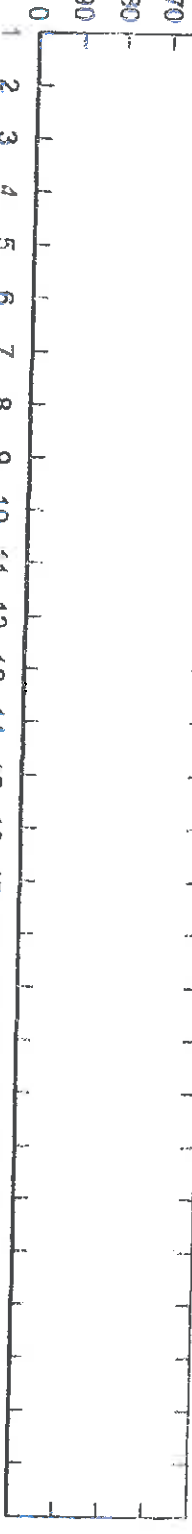


Correction applied.

2688 steps in file.

Filtered data.

Wind Dirctn  
[d T]



Day of the month: Feb, 2021

April 13, 2021

Dear City Councilors,

Considering that the 105 Bartlett St proposal is so environmentally, geologically, and culturally inappropriate for that site and requires many wavings of laws and restrictions, perhaps the City could offer a bailout for the owner of that land.

The City of Portsmouth could buy the land from Ed Hayes at a price that reasonably reimburses him for his costs. This would align perfectly with the "2007 Resolution and Declaration of Portsmouth as an Eco-Municipality."

The City then could restore a native shoreline habitat on the entire parcel while incorporating these existing features:

- The brick building, known as "the old machine shop," gets rehabbed and turned into a community art space.
- The railway turntable and its existing building remnants get preserved as is (with proper supports) to be a safe historic site for visitors.
- A "greenway" well clear of the 100' buffer zone is established, offering sights and sounds of nature and inviting access to the art space, turntable, and places beyond.

With hope for the future of Portsmouth,

Julia Gindele

Abigail Gindele

229 Clinton St

Portsmouth



# HOEFLE, PHOENIX, GORMLEY & ROBERTS, PLLC

ATTORNEYS AT LAW

127 Parrott Avenue, P.O. Box 4480 | Portsmouth, NH, 03802-4480  
Telephone: 603.436.0666 | Facsimile: 603.431.0879 | www.hpgrlaw.com

April 12, 2021



The Honorable Mayor Richard Becksted  
Portsmouth City Council  
One Junkins Avenue  
Portsmouth, NH 03801

Re: Request by Paul & Kimi Gormley of 56 Salter Street for expansion of tidal docking structure within the Salter Street ROW and ROW setback.

Dear Mr. Mayor:

This letter is a request on behalf of Paul and Kimi Gormley (“Gormleys”), owners of 56 Salter Street (the “Property”) for an authorization from the City to permit and construct an expanded tidal docking structure within both the Salter Street ROW and 20 ft. ROW/boundary extension setback. If the City will grant this request, we respectfully request the City to submit a letter to New Hampshire Department of Environmental Services (“DES”). DES will require authorization from the City for the proposed docking structure prior to issuing a Wetlands Permit because the proposed docking structure falls within the Salter Street ROW and ROW setback.

Like their neighbors, Gormleys wish to increase the length of their dock to enable consistent access to the water. They intend a 6 ft. x 65 ft. fixed pier, 3’ x 30’ seasonal gangway and 10 ft. x 20 ft. seasonal float. Enclosed please find plans depicting the proposed dock in relation to the Salter Street ROW and ROW setback. **(Exhibit A)**. Several factors resulted in this proposed dock design:

1. Tidal cycle and water depths requires a longer pier and gangway as the current short docking structure rests upon mud flats much of the time. **(Exhibit B)**.
2. The dock on the 12 ft. of shoreline frontage at 43 Pray Street is nearly on our common lot line, such that one of their two 8 ft. boat slips extends over Gormley’s property line extended. Upon information and belief, a prior owner of 56 Salter Street granted consent to the owners of 43 Pray Street for this location of the abutting dock and slip.
3. The converging property boundaries and proximity of the dock at 43 Pray Street requires that an extended dock be within the Salter Street ROW.

We have positioned the structure to maintain maximum navigability with the southerly neighbor at 43 Pray Street as well as maximum distance from the private water line to Round Island and the northerly neighbor. Only the seasonal gangway and float will extend into the Salter Street ROW. The extension into the ROW is minimal at approximately 168 s.f., as well as limited temporally to seasonal months. We do not perceive any detriment to the City for the limited use of the ROW by the Gormleys.

---

DANIEL C. HOEFLE	R. PETER TAYLOR	GREGORY D. ROBBINS	DUNCAN A. EDGAR
R. TIMOTHY PHOENIX	JOHN AHLGREN	MONICA F. KIESER	OF COUNSEL:
LAWRENCE B. GORMLEY	KIMBERLY J.H. MEMMESHEIMER	SAMUEL HARKINSON	SAMUEL R. REID
STEPHEN H. ROBERTS	KEVIN M. BAUM	JACOB J.B. MARVELLEY	

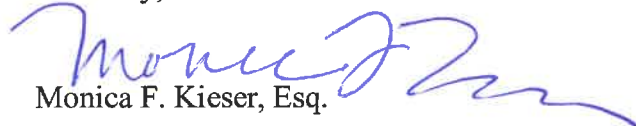


Mayor Richard Becksted  
April 12, 2021

2

We greatly appreciate the City's consideration of this request and are willing to provide any additional information the Council requires.

Sincerely,

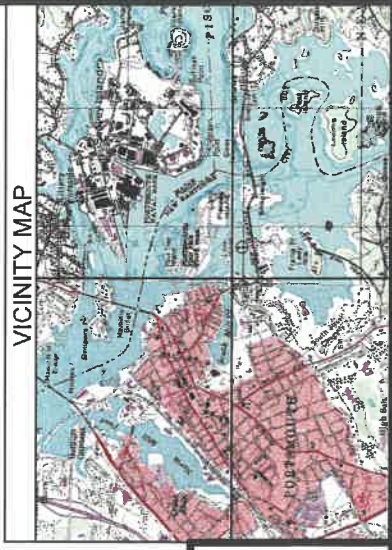
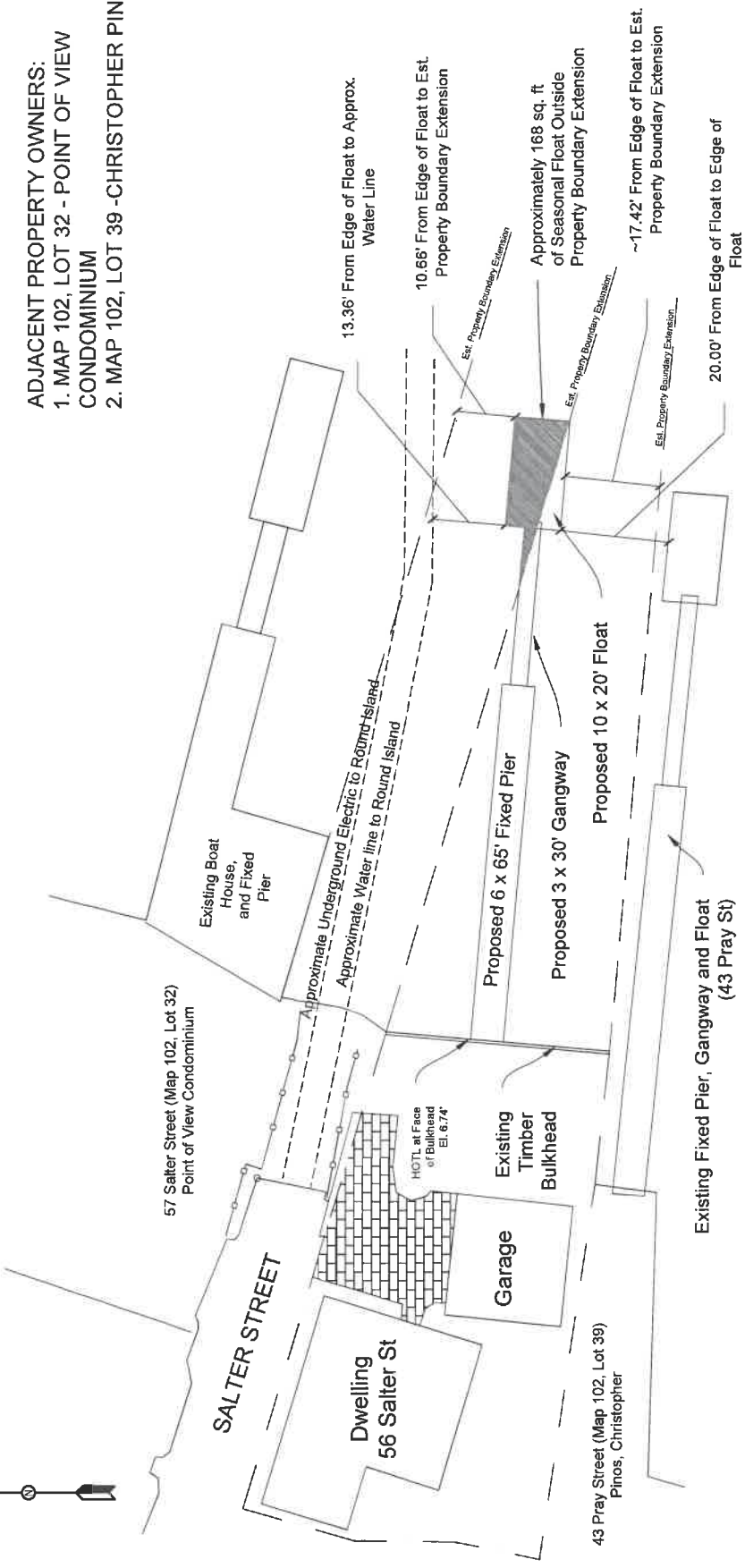
  
Monica F. Kieser, Esq.

cc: Karen Conard, City Manager  
Paul & Kimi Gormley  
Matthew Cardin, CWS, Cardin Environmental Permitting

56 SALTER STREET, PORTSMOUTH, NH  
 MAP 102, LOT 33 -KIMI IGUCHI

ADJACENT PROPERTY OWNERS:

1. MAP 102, LOT 32 - POINT OF VIEW CONDOMINIUM
2. MAP 102, LOT 39 -CHRISTOPHER PINOS



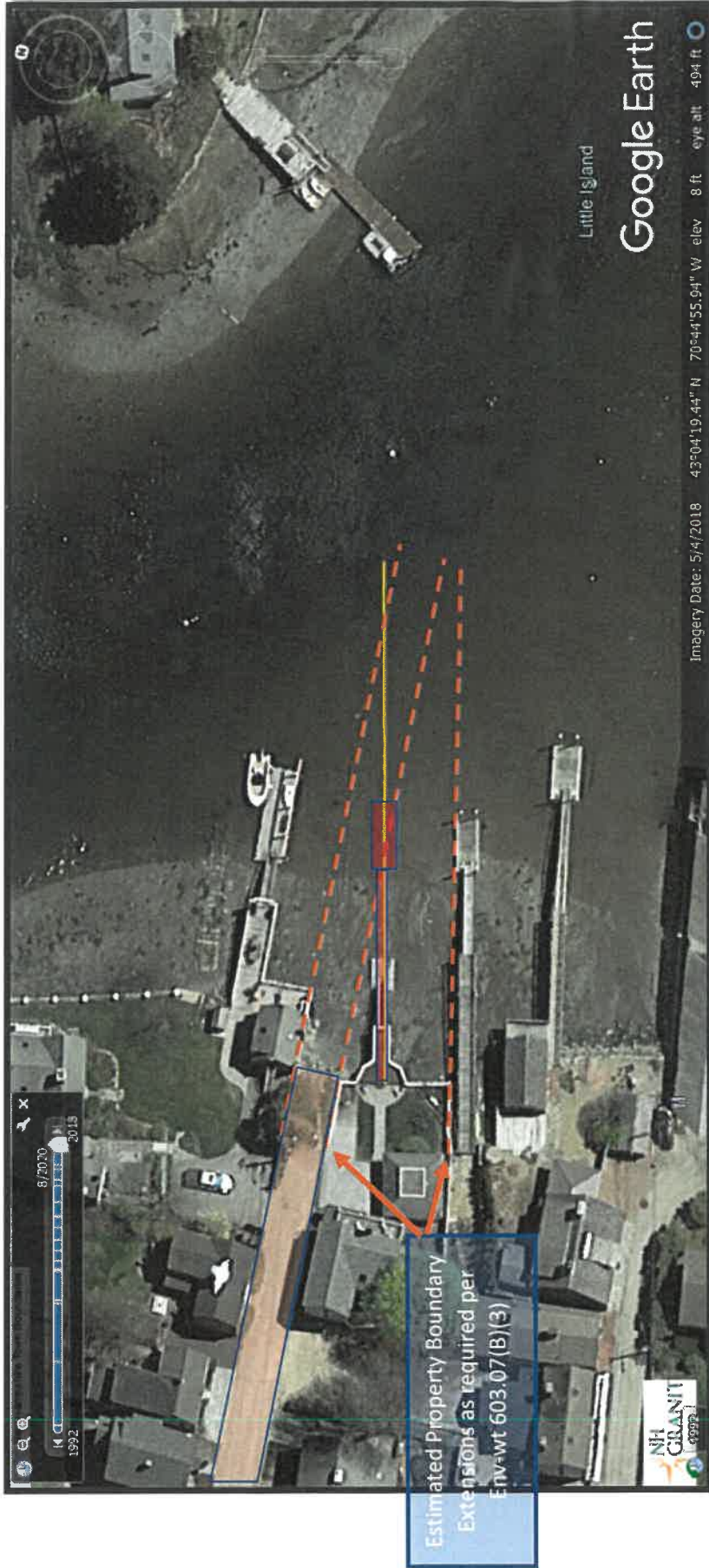
**PROPOSED SITE PLAN**  
 SCALE: 1" = 30'

PROPOSED DOCK STRUCTURE WITH FIXED PIER, GANGWAY and FLOAT  
 ON: PISCATAQUA RIVER  
 TOWN: PORTSMOUTH  
 SHEET: 1 of 1

PROPOSED: REPLACE EXISTING DOCK WITH FIXED PIER, GANGWAY and FLOAT  
 AT: 56 SALTER ST STATE: NH  
 DATE: MARCH 23, 2021

Prepared For:  
 Paul Gormley & Kimi Iguchi  
 56 Salter Street  
 Portsmouth, NH 03801

Prepared By:  
 Matthew Cardin, NH CWS



**Site Location**  
**56 Salter Street**

**EXHIBIT B**

Spinnaker Point Recreation Center Repair List (Priority items) completed items highlighted in yellow. 4/5/2021					
Location	Room	Repair Description	Cost Estimate	Funds Source	Notes
<b>Exterior</b>					
<i>COMPLETE</i>		Complete removal and replacement of entire roof system, including any failed decking, membranes, gutters, and insulation.	\$ 400,000.00		
<i>COMPLETE</i>		Remove and repair all failed siding, and repaint as needed.	\$ 25,000.00		
<i>COMPLETE</i>		Replace failed windows	\$ 10,000.00		
		Remove and replace all site lighting, parking lot, walkways, building, and grounds	\$ 39,000.00		
		New Landscaping, and site improvements.	\$ 35,000.00		
		New Signage	\$ 7,500.00		<i>SIGNAGE REPAIRED</i>
<b>Interior</b>					
<i>COMPLETE</i>		Repairs to pool and Hot Tub	\$ 25,000.00		
<i>COMPLETE</i>	All Rooms	Replace flooring and paint all walls	\$ 35,000.00		
		New ADA compliant ramps	\$ 15,000.00		
<i>COMPLETE</i>	Both Mens and Womens Locker Rms.	Full demolition of shower rooms including studs. New studs, backer board, tiles and grout. Replace all electrical wiring and components. Redirect sauna venting properly to the exterior.	\$ 140,000.00		
	Various locations	Remove and replace interior surfaces, Floors walls and ceilings, throughout facility to accommodate program.	\$ 125,000.00		
<b>Accessability improvements:</b>					
<i>COMPLETE</i>		New handrails at entrance	\$ 20,000.00		<i>EXISTING HANDRAILS REPAIRED</i>
		Repair/Modify all sidewalks and stairs	\$ 25,000.00		
		New ADA compliant ramps, or chair lifts.	\$ 15,000.00		
<i>COMPLETE</i>		New accesibility features at pool	\$ 5,000.00		<i>NEW POOL STAIRS INSTALLED</i>
<b>Fire / Life Safety</b>					
	All Rooms	Sprinkler system	\$ 250,000.00		Facility might need sprinkler system.
<i>COMPLETE</i>	All Rooms	Fire alarm sytem upgrades	\$ 35,000.00		<i>REPLACED FAILED WIRING AND CONDUIT</i>
	All Rooms	Egress improvements to compliance	\$ 100,000.00		
<b>HVAC</b>					
	Pool	Replace pool HVAC system including de-humidification	\$150,000		Per Petersen Engineering report dated 7/11/2014
<i>COMPLETE</i>		Replace failing coils in pool system	\$7,500		
<i>COMPLETE</i>		Replace boiler	\$12,000		
<i>COMPLETE</i>		Install Bi-Polar Ionization ti improve indoor air quality	\$15,000		
	All Rooms	Replace remaining building HVAC system, including HVAC controls (incl. Gym)	\$ 395,000.00		Per Petersen Engineering report dated 7/11/2014
<b>Electrical</b>					
	All Rooms	Upgrade electrical service and distribution	\$ 125,000.00		<i>MANY REPAIRS MADE THROUGHOUT</i>
	All Rooms	New lighting throughout	\$ 70,000.00		
<b>Security</b>					
	Reception	Upgrade reception area to accommodate ADA, Security, and Virus prevention	\$ 15,000.00		
<b>Professional Services</b>					
		Architectural/Engineering Fees/Soft Costs	\$ 400,000.00		
<b>Grand Total</b>			\$ 2,496,000.00		
<b>Total spent to date</b>			\$ 729,500		

## FIELD HOUSE MANAGEMENT AGREEMENT

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City") and the Spinnaker Point Condominium Association, in care of the Board of Directors represented by its current President (or designee) at 70 Spinnaker Way, Portsmouth, New Hampshire (hereinafter "Spinnaker") hereby agree as follows:

WHEREAS, Spinnaker is the owner of a 14,000 square foot field house and adjacent property located on Market Street in Portsmouth, New Hampshire (hereinafter the "property") as shown on Exhibit A attached hereto; and

WHEREAS, Spinnaker desires to divest itself of the management burdens of the property but wishes to continue to have the right to use the property; and

WHEREAS, the City is willing to assume those burdens in order to make the property available to the public and for other reasons contained herein.

### NOW THEREFORE THE CITY AND SPINNAKER AGREE AS FOLLOWS:

1. MANAGEMENT OF PROPERTY - Spinnaker hereby delegates to the City the authority to manage the property in accordance with the following for a period of thirty (30) years commencing with the execution of this agreement. Pursuant to this grant of authority the City shall have the right, to make all management decisions regarding the use of the property including but not limited to determinations of use, membership, hours, fees, and all other rights necessary to operate the property in the manner determined by the City to be in the best interest of the public. Spinnaker agrees to allow access to the property for the City and members of the public in accordance with the terms herein.
2. ADDITIONAL CONSTRUCTION - Spinnaker expressly authorizes the City to build a gymnasium, a building connecting the gymnasium to the Field House, and to expand the parking lot adjacent to the Field House. Spinnaker, through its Architectural Review Committee, shall have the right to review, comment on, and approve the location, design and construction of the exterior of structures located on Spinnaker property. Spinnaker shall not unreasonably withhold approval. The City shall pay all costs associated with such construction and shall ensure that all general contractors and subcontractors are properly insured.



3. LIMITATION ON USE OF FACILITIES - The City agrees to limit use of the property to bona fide residents of the City of Portsmouth, New Hampshire, and City employees through their wellness programs who have paid those fees necessary to utilize the City's JFK Recreational Facility. The use of the property shall be limited to individuals who are at least 18 years of age and who are no longer in High School. The City shall limit the total number of persons who may utilize the Field House at any one point in time to a total of two hundred twenty five (225). The City shall be permitted to have intra-city adult recreational leagues at the gymnasium, but shall have no tournaments on the property other than intra city league tournaments. The property shall be used only as a recreational facility and not for other non-recreational purposes.
4. USE OF CITY POOL - During the term of this agreement, the City agrees to waive user fees for any bona fide Spinnaker resident aged 17 or younger who desire to use the Portsmouth Indoor Pool.
5. MAINTENANCE AND OPERATION EXPENSES - During the term of this agreement the City agrees to be responsible for all expenses necessary for the maintenance and operation of the property. The City shall maintain the property, including the stairs, entrance way and ramps, and adjacent sidewalks in a clean and safe manner and shall ensure that all facilities and equipment are properly operational.
6. STAFFING OF FACILITY - The City shall provide adequate staffing for the operation of the property, including but not limited to activity supervisors and security personnel, to the extent deemed necessary by the City.
7. DISPOSITION AND CONDITION OF FACILITY UPON TERMINATION - At the termination of the full term of this Management Agreement, ownership of any improvements to the property which may have been constructed by the City shall be conveyed to Spinnaker. At the expiration of this agreement, the City shall turn over all right, title and interest to any buildings constructed pursuant to this agreement and the land beneath such buildings (even if partially located on City property) to the Association. The facility shall be clean, maintained, and in good condition at the time of such expiration.
8. USE BY ASSOCIATION MEMBERS - Up to two bona fide adult residents of each Spinnaker unit shall be provided with use of the property at all times when the property is available for use by the public, at no cost to those residents. The City shall permit Spinnaker to have its Board or Association meetings at the property upon at least 7 days notice by Spinnaker.
9. LAND USE APPROVALS - The City shall secure any necessary land use approvals required to implement this agreement. However, in the event that the City cannot secure the land use approvals necessary to

implement this agreement, the City may terminate this agreement on thirty (30) days written notice provided to Spinnaker.

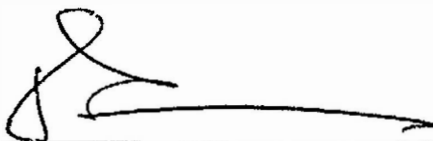
10. JOINT ADVISORY BOARD - All issues pertaining to this agreement and the operation of the Field House and related facilities shall be reviewed biannually (or more frequently at the request of either party) by a joint advisory board consisting of three (3) members of the Portsmouth Recreation Board, three (3) members of the Spinnaker Board of Directors, and the Portsmouth Recreation Director. The chairperson shall rotate annually between Spinnaker and the City. The City agrees to cooperate with Spinnaker through the Joint Advisory Board or otherwise to resolve any disputes hereunder relating to the operation of the property, the use or misuse of the property by the public or the City's duties set forth hereunder.
11. AUTHORITY - By his signature below the City Manager of the City of Portsmouth represents that he has the authority to execute this Agreement and that it will be enforceable for all purposes contained herein. By her signature below the President of the Spinnaker Point Condominium Association represents that she has the authority to execute this Agreement and that it will be enforceable for all purposes contained herein.
12. SNOWPLOWING ETC. - The City shall be solely responsible for plowing, shoveling, salting, sanding and removing sand in the parking lot, and the sidewalks, paths and stairways of the property all in accordance with the City's normal policies and practices.
13. MONTHLY REIMBURSEMENT FEE - The City shall pay Spinnaker a monthly fee commencing July 1, 2001 in the amount of \$750 for the duration of this agreement. This amount shall be annually adjusted in accordance with the consumer price index published for the Portsmouth area, but such increase shall not exceed 4% in any year. This fee is intended to reimburse or compensate Spinnaker for all costs incurred by Spinnaker in connection with the property, and use of the property including, but not limited to the snowplowing, salting, sanding, and sand removal of all areas other than those specified above, the landscaping of the property, any taxes attributable to the property and for depreciation of the property.
14. UNENFORCEABILITY - In the event that this Agreement is found to be unenforceable for any reason, the City and Spinnaker agree to fully reimburse each other for all design, engineering and construction costs expended prior to the determination that the Agreement is unenforceable.
15. EFFECTIVE DATE - This agreement shall become effective on July 1, 2001.
16. PARKING All City members and guests shall park in the parking lot and Spinnaker has the right to tow vehicles and take all necessary action



against vehicles parked in any other location. The City shall provide appropriate parking signs. Buses shall not be permitted on the property.

- 17. INSURANCE The City shall obtain and maintain liability and property insurance or its equivalent to the same levels as other, comparable municipal buildings, and the City shall be solely responsible for handling all claims, demands, suits or actions by the City's contractors, subcontractors, agents, employees or members of the public or Spinnaker residents, tenants or guests using or visiting the facility arising out of the City's negligence as alleged by such claimants.
  
- 18. DISPUTE RESOLUTION - In the event of a dispute between the parties hereunder, including any allegation of breach of this agreement, the parties agree promptly to submit such dispute to binding arbitration before a neutral party or parties chosen by the parties by agreement. Such neutral shall be paid for equally by the parties in the first instance. Such neutral shall have all the powers of a Superior Court Judge under New Hampshire law, including, but not limited to, the power to order discovery, impose sanctions, and shall award reasonable attorneys' fees to the prevailing party. In the event the parties are unable to agree on a neutral or neutrals, the dispute shall be submitted to the American Arbitration Association in accordance with its rules, and such arbitrator shall have the same powers referenced above.

Signed this 20th day of June, 2001.




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Witness

CITY OF PORTSMOUTH




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John P. Bohenko, City Manager  
By vote of the City Council on  
June 18, 2001

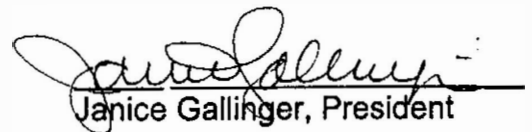
Signed this 20th day of June, 2001.




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Witness

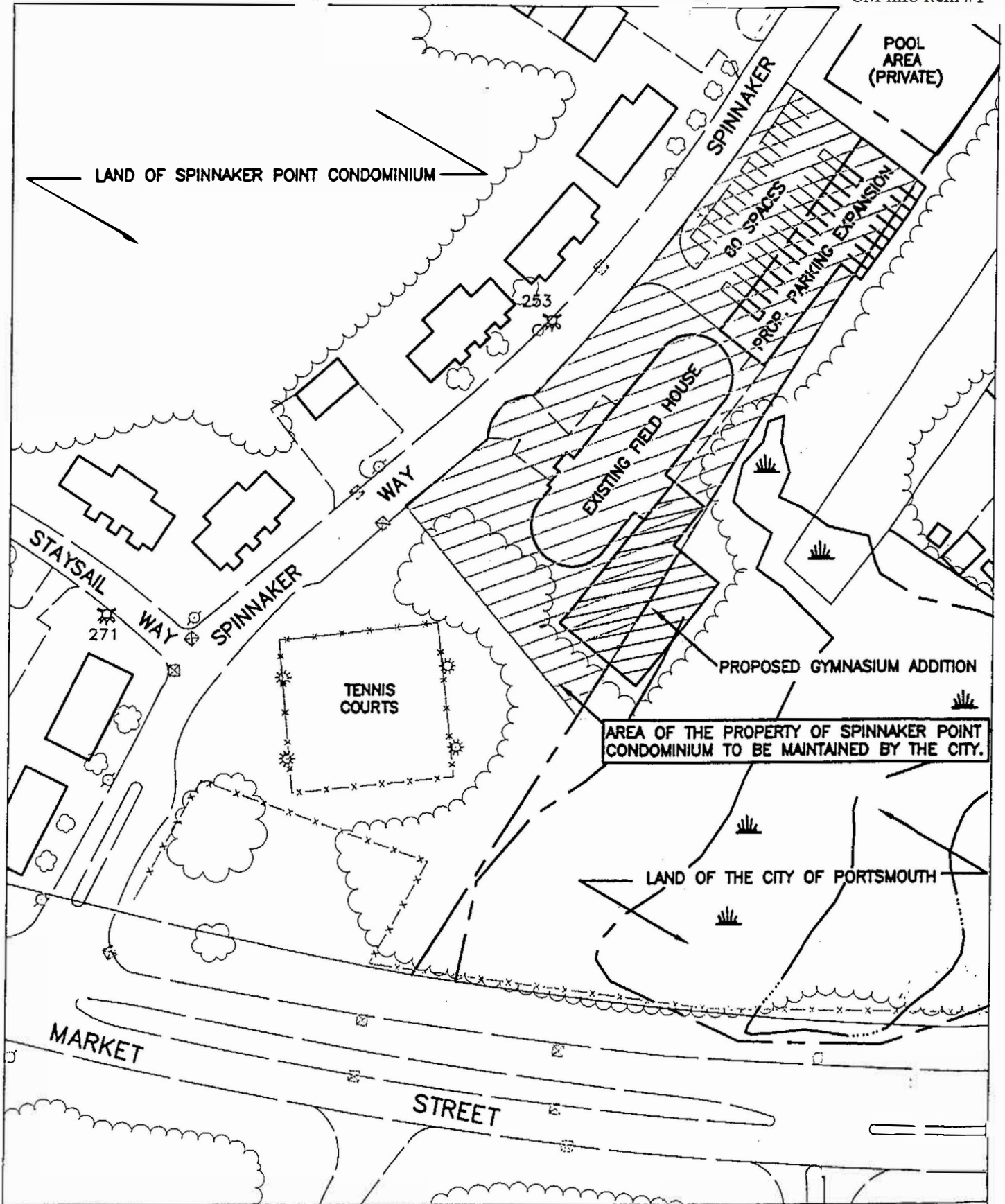
SPINNAKER POINT  
CONDOMINIUM  
ASSOCIATION




---

Janice Gallinger, President

**Exhibit A**  
**(To Be Prepared Showing The Property)**



PROPOSED SPINNAKER POINT RECREATION FACILITY EXHIBIT A  
AREA TO BE MAINTAINED BY THE CITY  
SCALE: 1"=100'

*original*

**AMENDMENT 1 TO FIELD HOUSE MANAGEMENT AGREEMENT**

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City") and the Spinnaker Point Condominium Association, in care of the Board of Directors represented by its current President (or designee) Robert Hogan at 29 Staysail Way, Unit 125 Spinnaker Way, Portsmouth, New Hampshire (hereinafter "Spinnaker") hereby agree as follows:

**WHEREAS**, the City and Spinnaker have entered into a Field House Management Agreement dated June 20, 2001; and

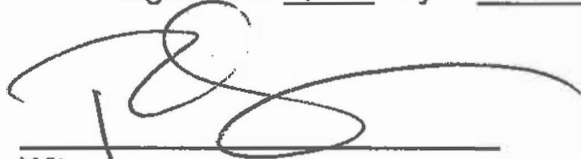
**WHEREAS**, the City and Spinnaker now desire to amend that Field House Management Agreement to allow certain specified non-residents of the City of Portsmouth to utilize the Spinnaker Point Recreation Center on a trial basis;

**NOW THEN**, the City and Spinnaker hereby amend item 3 LIMITATION ON USE OF FACILITIES in the Field House Management Agreement by the addition thereto of the following:

1. Subject to the provisions herein the City may authorize up to three hundred (300) persons who are either bona fide taxpayers of the City of Portsmouth or individuals who work within the City to become members of the Spinnaker Point Recreation Center. Such persons must be eighteen (18) years of age or older.
2. The addition of these non-resident members shall be conducted incrementally such that after the addition of each one hundred (100) non-resident members, there will be a sixty (60) day grace period during which no further non-resident memberships would be authorized. During that sixty (60) day period the City shall report to Spinnaker on the use of the facilities by non-resident members and the parties may assess the impact of the one hundred (100) new non-resident members. This pattern shall be followed until such time as there are a total of no more than three hundred (300) non-resident members. At any point in time when the total number of members of the Spinnaker Point Recreation Center equals or reaches 1900 members, no new non-resident members shall be added.
3. At no time shall total membership of the Spinnaker Point Recreation Center exceed 2,000 members.
4. If at any time during any grace period either the City or Spinnaker should so notify the other party then no further non-resident members shall be authorized.
5. The membership fee for all non-resident members shall be twice the fee for resident members, as that fee may adjusted from time-to-time.

- 6. The City shall inform Spinnaker Point (by mail addressed to the Board of Directors at 70 Spinnaker Way) each month of the total number of resident and non-resident members and any unusual loads on the facilities.
- 7. At any time subsequent to December 31, 2011, either party may reopen this provision of the Field House Agreement regarding non-resident memberships. In the event of such reopening, the parties agree to negotiate in good faith to resolve any issues which have been identified by the other party.
- 8. This amendment supersedes any inconsistent provisions in the Field House Management Agreement, but unless amended hereby the Field House Management Agreement remains in full force and effect.

Signed this 14<sup>th</sup> day of May, 2010

  
\_\_\_\_\_

Witness

**CITY OF PORTSMOUTH**

By:   
\_\_\_\_\_

John P. Bohenko, City Manager

By vote of the City Council on April 5, 2010.

Signed this 11 day of May, 2010

  
\_\_\_\_\_

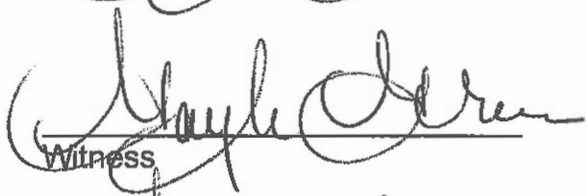
Witness

**SPINNAKER POINT CONDOMINIUM ASSOCIATION**

By:   
\_\_\_\_\_

Print Name: Patrick Sullivan

Title: Spinnaker Point Board Member up

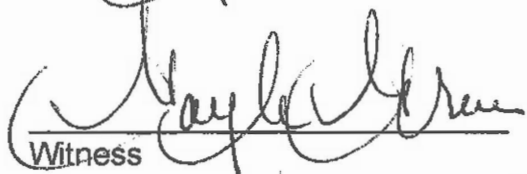
  
\_\_\_\_\_

Witness

By: Linda Lemonakis  
\_\_\_\_\_

Print Name: Linda Lemonakis

Title: Spinnaker Point Board Member AT LARGE

  
\_\_\_\_\_

Witness

By:   
\_\_\_\_\_

Print Name: Robert A. Milne

Title: Spinnaker Point Board Member TREASURER



**AMENDMENT 2 TO FIELD HOUSE MANAGEMENT AGREEMENT**

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City") and the Spinnaker Point Condominium Association, in care of the Board of Directors represented by its current President (or designee) Robert Hogan at 865 Woodbury Avenue, Portsmouth, New Hampshire (hereinafter "Spinnaker") hereby agree as follows:

**WHEREAS**, the City and Spinnaker have entered into a Field House Management Agreement dated June 20, 2001; and

**WHEREAS**, the City and Spinnaker entered into Amendment 1 of that Field House Agreement dated May 14, 2010 to allow use of the facility by certain non-residents in the City on a trial basis; and


**NOW THEN**, the City and Spinnaker hereby further amend item 3 LIMITATION ON USE OF FACILITIES in the Field House Management Agreement to read as follows:

1. Subject to the provisions herein the City may authorize any person, resident or non-resident, to become members of the Spinnaker Point Recreation Center. Such persons must be eighteen (18) years of age or older.
2. The addition of non-resident members shall be conducted incrementally such that after the addition of each one hundred (100) non-resident members, there will be a sixty (60) day grace period during which no further non-resident memberships would be authorized. During that sixty (60) day period the City shall report to Spinnaker on the use of the facilities by non-resident members and the parties may assess the impact of the one hundred (100) new non-resident members. This pattern shall be followed until such time as there are a total of no more than three hundred (300) non-resident members. At any point in time when the total number of members of the Spinnaker Point Recreation Center equals or reaches 1900 members, no new non-resident members shall be added.
3. At no time shall total membership of the Spinnaker Point Recreation Center exceed 2,000 members.
4. If at any time during any grace period either the City or Spinnaker should so notify the other party then no further non-resident members shall be authorized.
5. The membership fee for all non-resident members shall be twice the fee for resident members, as that fee may adjusted from time-to-time.

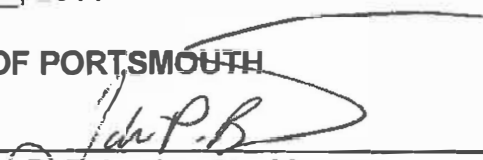


- 6. The City shall inform Spinnaker Point (by mail addressed to the Board of Directors at 70 Spinnaker Way) each month of the total number of resident and non-resident members and any unusual loads on the facilities.
- 7. The trial period authorized by this Amendment #2 expires on December 31, 2011.
- 8. At any time subsequent to December 31, 2011, either party may reopen this provision of the Field House Agreement regarding non-resident memberships. In the event of such reopener, the parties agree to negotiate in good faith to resolve any issues which have been identified by the other party.
- 9. This amendment supersedes any inconsistent provisions in the Field House Management Agreement, but unless amended hereby the Field House Management Agreement remains in full force and effect.

Signed this 8 day of July, 2011

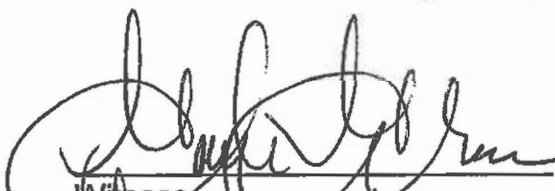
  
\_\_\_\_\_  
Witness

**CITY OF PORTSMOUTH**

By:   
\_\_\_\_\_  
John P. Bohenko, City Manager

By vote of the City Council on February 22, 2011.

Signed this 5<sup>TH</sup> day of July, 2011


  
\_\_\_\_\_  
Witness


**SPINNAKER POINT CONDOMINIUM ASSOCIATION**

By:   
\_\_\_\_\_  
Print Name: ROBERT HOGAN  
Title: Spinnaker Point Board Member

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Print Name: Robert A. Milne  
Title: Spinnaker Point Board Member

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Print Name: Linda Lamonakis  
Title: Spinnaker Point Board Member

**AMENDMENT 3 TO FIELD HOUSE MANAGEMENT AGREEMENT**

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City") and the Spinnaker Point Condominium Association, in care of the Board of Directors represented by its current President (or designee) Patrick Sullivan at 31 Spinnaker Way, Portsmouth, New Hampshire (hereinafter "Spinnaker") hereby agree as follows:

**WHEREAS**, the City and Spinnaker have entered into a Field House Management Agreement dated June 20, 2001; and

**WHEREAS**, the City and Spinnaker entered into Amendment 1 of that Field House Agreement dated May 14, 2010 and Amendment 2 dated July 8, 2011 to allow use of the facility by certain non-residents in the City on a trial basis; and

**NOW THEN**, the City and Spinnaker hereby further amend item 3 LIMITATION ON USE OF FACILITIES in the Field House Management Agreement to read as follows:

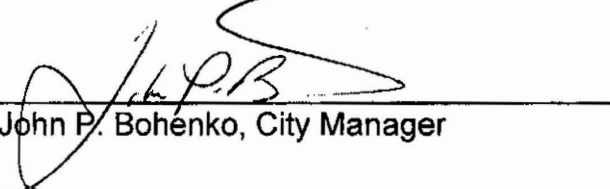
1. Subject to the provisions herein the City may authorize any person, resident or non-resident, to become members of the Spinnaker Point Recreation Center. Such persons must be eighteen (18) years of age or older.
2. The addition of non-resident members shall be conducted incrementally such that after the addition of each one hundred (100) non-resident members, there will be a sixty (60) day grace period during which no further non-resident memberships would be authorized. During that sixty (60) day period the City shall report to Spinnaker on the use of the facilities by non-resident members and the parties may assess the impact of the one hundred (100) new non-resident members. This pattern shall be followed until such time as there are a total of no more than three hundred (300) non-resident members. At any point in time when the total number of members of the Spinnaker Point Recreation Center equals or reaches 1900 members, no new non-resident members shall be added.
3. At no time shall total membership of the Spinnaker Point Recreation Center exceed 2,000 members.

4. If at any time during any grace period either the City or Spinnaker should so notify the other party then no further non-resident members shall be authorized.
5. The membership fee for all non-resident members shall be higher than for Portsmouth residents in all member and visitor categories.
6. The City shall inform Spinnaker Point (by mail addressed to the Board of Directors at 70 Spinnaker Way) each month of the total number of resident and non-resident members and any unusual loads on the facilities.
7. The trial period authorized by this Amendment #3 expires on December 31, 2012.
8. At any time subsequent to December 31, 2012, either party may reopen this provision of the Field House Agreement regarding non-resident memberships. In the event of such reopener, the parties agree to negotiate in good faith to resolve any issues which have been identified by the other party.
9. This amendment supersedes any inconsistent provisions in the Field House Management Agreement, but unless amended hereby the Field House Management Agreement remains in full force and effect.

Signed this 9th day of December, 2011

**CITY OF PORTSMOUTH**

  
Witness

By:   
John P. Bohenko, City Manager

Signed this 6<sup>th</sup> day of December, 2011

**SPINNAKER POINT CONDOMINIUM  
ASSOCIATION**

By: Robert A. Milne  
Print Name: Robert A. Milne  
Title: Spinnaker Point Board Member

By: Joy S. Mirams  
Print Name: Joy S. Mirams  
Title: Spinnaker Point Board Member

By: Pats Sullivan  
Print Name: Pats Sullivan  
Title: Spinnaker Point Board Member

Sharon V Parker  
Witness

Sharon V Parker  
Witness

Sharon V Parker  
Witness SHARON V PARKER  
SECRETARY

## **AMENDMENT 4 TO FIELD HOUSE MANAGEMENT AGREEMENT**

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City") and the Spinnaker Point Condominium Association, in care of the Board of Directors represented by its current President (or designee) at 70 Spinnaker Way, Portsmouth, New Hampshire (hereinafter "Spinnaker") hereby agree as follows:

**WHEREAS**, the City and Spinnaker have entered into a Field House Management Agreement dated June 20, 2001; and

**WHEREAS**, the City and Spinnaker entered into three Amendments that set forth a policy on trial memberships for non-residents in Amendment 1 to the Field House Agreement dated May 14, 2010, Amendment 2 dated July 8, 2011 and Amendment 3 dated December 9, 2011; and

**WHEREAS**, on December 17, 2012, the City Council voted to extend indefinitely the period for adding non-resident members until non-resident members reach 300 or the total number of members reach 1,900; and

**WHEREAS**, membership for use of the Field House for residents and non-residents includes 13 different membership categories, including: Senior; Adult; Adult with Medicaid; College Full Time; Resident Business, 5-19 Employees; Resident Business, 20-29 Employees; Resident Business, 30 or more Employees; City Employee/Board Member; Military Active Duty; and Spinnaker Condominium Owner, two memberships per Condominium Unit if they register for membership and reside in the Condominium Unit.

**WHEREAS**, the City and Spinnaker agree to enter into Amendment 4 to the Field House Management Agreement (“Amendment 4”) to comply with the December 17, 2012 vote of the City Council; and

**NOW THEN**, the City and Spinnaker hereby further amend item 3 LIMITATION ON USE OF FACILITIES in the Field House Management Agreement to read as follows:

1. Subject to the provisions herein the City may authorize any person, resident or non-resident, to become members of the Spinnaker Point Recreation Center. Such persons must be eighteen (18) years of age or older.
2. The City and Spinnaker agree that no more than three hundred (300) non-residents shall become members of the Spinnaker Point Recreation Center. However, at any point in time when the total number of members of the Spinnaker Point Recreation Center equals or reaches 1900 members, no new non-resident members shall be added, even if there are less than three hundred (300) non-resident members.
3. At no time shall total membership of the Spinnaker Point Recreation Center exceed 1,900 members.
4. The membership fee for all non-resident members shall be higher than for Portsmouth residents in all member and visitor categories.
5. The City shall inform Spinnaker (by mail addressed to the Board of Directors at 70 Spinnaker Way) each month of the total number of resident and non-resident members and any unusual loads on the facilities. When the membership numbers in paragraph 2 are met, the City will inform the Board in writing that no additional non-resident membership applications will be accepted.
6. Once the membership numbers in paragraph 2 have been met, the City will keep a non-resident membership waiting list. If the membership numbers fall below those set in paragraph 2 and non-resident memberships are no longer prohibited, the City will notify non-resident(s) on the waiting list to apply for membership.
7. Either party may reopen this provision of the Field House Agreement regarding non-resident memberships at any time by written request of the other party. In the event of such reopener, the parties agree to negotiate in good faith to resolve any issues which have been identified by the other party. Any further Amendment to this Amendment 4 or the Field House Management Agreement must be in writing and approved by the City Council.



8. This Amendment 4 supersedes any inconsistent provisions in the Field House Management Agreement, but unless amended hereby, the Field House Management Agreement remains in full force and effect.

Signed this 26th day of November, 2019

CITY OF PORTSMOUTH

  
Witness

By:   
John P. Bohenko, City Manager

Signed this 20th day of May, 2019

**SPINNAKER POINT CONDOMINIUM  
ASSOCIATION**

[Signature]  
Witness

By: [Signature]  
Print Name: [Signature]  
Title: Spinnaker Point Board Member

[Signature]  
Witness

By: [Signature]  
Print Name: Judy S. Mianis  
Title: Spinnaker Point Board Member

[Signature]  
Witness

By: [Signature]  
Print Name: Nathalie H. McCarthy  
Title: Spinnaker Point Board Member

**CITY OF PORTSMOUTH  
LEGAL DEPARTMENT  
MEMORANDUM**

DATE: April 13, 2021

TO: KAREN S. CONARD, CITY MANAGER

FROM: JUDIE BELANGER, FINANCE DIRECTOR  
SUZANNE M. WOODLAND, DEPUTY CITY ATTORNEY

RE: INFORMATIONAL ITEM FOR AGENDA  
REIMBURSEMENT FOR COVID-19 VACCINATION EFFORTS

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The Portsmouth Fire Department has been assisting with the State of New Hampshire's Covid-19 vaccination efforts. The Portsmouth Fire Department has entered into a Memorandum of Understanding with the State of New Hampshire to allow the City to receive reimbursement for the Fire Department's efforts. The MOU is attached for information.

The Fire Department has made thus far the following applications for reimbursement under the MOU:

- January – February-Public Health Network = \$21,556.78
- January – March-State Vaccination Sites and City of Portsmouth Vaccination Clinics = \$151,108.73

The City has recently received the first reimbursement in the amount of \$21,556.78.

A similar Memorandum of Understanding has also been entered into to obtain reimbursement, as applicable, for the City's Health Department staff who are also assisting with vaccination efforts.

The Portsmouth Fire Department and Health Department personnel have been instrumental in making vaccinations available to our community and this reimbursement is an important resource to continue this important work.

Further updates will be provided.

cc: Todd Germain, Fire Chief  
Kim McNamara, Health Officer

Attachment: Memorandum of Understanding (FD)



**TERMS OF EMERGENCY MANGEMENT DIRECTIVE**  
**COVID-19 VACCINATION AID**

This document sets forth the terms of this Emergency Management Directive (“EMD”), dated this 17 day of FEBRUARY 2021, and is entered into between the State of New Hampshire, Department of Health and Human Services, Office of the Commissioner, (hereinafter referred to as the “State”) and CITY OF PORTSMOUTH FIRE DEPART. (New Hampshire First Responder Organization), with a principal place of business of 170 COURT ST., PORTSMOUTH NH (hereinafter referred to as the “First Responder Organization”) for the provision of aid in the administration of the New Hampshire Coronavirus Disease 2019 Vaccination Plan. This EMD is retroactively effective to January 15, 2021, upon the signature of both parties and the completion date is September 30, 2021, unless terminated earlier in accordance with Section 4 below.

WHEREAS, First Responder Organizations are experiencing personnel costs associated with assisting the State with implementing New Hampshire’s Coronavirus Disease 2019 Vaccination Plan;

WHEREAS, the State seeks to enter into an EMD for the purpose of reimbursing First Responder Organizations for personnel costs related to assisting the State vaccinating qualifying New Hampshire residents against COVID-19 in accordance with New Hampshire’s Coronavirus Disease 2019 Vaccination Plan;

WHEREAS, RSA 21-P:44 requires the Governor to “utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the state and its political subdivisions to the maximum extent practicable, and the officers and personnel of all such departments, offices, and agencies are directed to cooperate with and extend such services and facilities to the governor, and to the emergency management organizations of the state upon request;”

WHEREAS, RSA 21-P:43 provides the Governor with the authority to accept federal funds for the purpose of emergency management subject to the terms of the offer and may accept services from political subdivisions to perform emergency management services;

WHEREAS, the First Responder Organization is authorized to accept funding for emergency management services from the State subject to certain terms pursuant to RSA 21-P:43; and

WHEREAS this EMD was approved pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the Governor hereby directs that the First Responder Organization, pursuant to RSA 21-P:44, conduct emergency management services under the direction of the State pursuant to the terms of this EMD, adopted pursuant to RSA 21-P:43. The parties agree as follows:

**1. REIMBURSABLE SERVICES**

- 1.1 The State shall reimburse the First Responder Organization for actual personnel expenditures incurred, which may include, but are not limited to, salary, wages, administrative expenses, stipends, and fringe benefits (“personnel expenditures”), by the First Responder Organization for employees who assist the State with vaccination efforts between January 15, 2021, through September 30, 2021, provided that such personnel expenditures are incurred while at a state-run fixed vaccine site or another state-approved point of dispensing vaccine site, and while working under the direction of the State as an emergency management worker in compliance with RSA 21-P:35, *et seq.* The State shall only reimburse for personnel expenditures incurred for hours worked at vaccine sites and

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shall not reimburse expenses related to travel time to or from the vaccine sites.

**2. FEE SCHEDULE AND PAYMENT CONDITIONS**

- 2.1 Funding for this EMD is a shared price limitation of \$10,000,000 across all participating First Responder Organizations from January 15, 2021, through September 30, 2021.
- 2.2 Payment for services billed to the State in accordance with Section 1, Reimbursable Services, shall be on a cost reimbursement basis for actual personnel expenditures incurred in the fulfillment of this EMD.
- 2.3 The First Responder Organization shall complete the online Vaccination Reimbursement Request Form (Form) located on the New Hampshire Department of Safety, Homeland Security and Emergency Management's website ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=11123](https://prd.blogs.nh.gov/dos/hsem/?page_id=11123)) by the fifteenth (15th) calendar day of the following month. The completion of this online Form shall serve as a formal invoice submission by the First Responder Organization to the State for actual personnel expenditures incurred.
- 2.4 The State shall make payment to the First Responder Organization within thirty (30) days of receipt of each Form, subsequent to approval of the submitted Form and sufficient funds being available, subject to Paragraph 3 Conditional Nature of Agreement.
- 2.5 The final Form shall be due to the State no later than November 9, 2021.

**3. CONDITIONAL NATURE OF EMD**

- 3.1 The First Responder Organization acknowledges that no funds will be paid to the First Responder Organization once the price limitation is reached.
- 3.2 Notwithstanding any provision of this EMD to the contrary, all obligations of continuance of payments, in whole or in part under this EMD, are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.

**4. RIGHT OF TERMINATION/EVENT OF DEFAULT**

- 4.1 This EMD may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.

**5. CHOICE OF LAW AND FORUM**

- 5.1 This EMD shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire. Any actions arising out of this EMD shall be brought and maintained in a New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**6. AMENDMENT**

- 6.1 This EMD may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

**7. ENTIRE AGREEMENT**

- 7.1 This EMD, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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[Signature]  
Print Name: Todd Germain  
Print Title: Fire Chief/Emerg. Manage. Coord.  
First Responder Organization  
Duly Authorized

2/19/2021  
Date

[Signature: Lori Weaver]  
Lori Weaver, Deputy Commissioner  
NH Department of Health of Human Services

2.24.21  
Date

The preceding EMD, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/1/21  
Date

[Signature: Jill Perlow]  
Name:  
Title:



**CERTIFICATE OF AUTHORITY**

I, Richard Gamester, Vice Chair of the Fire Commission, hereby certify that:

1. I am a duly elected Municipal Officer of the City of Portsmouth, New Hampshire.
2. I hereby certify that Portsmouth Fire Chief Todd Germain is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/16/21

  
\_\_\_\_\_  
Signature of Municipal Official  
Name: Richard Gamester  
Title: Vice Chair of the Fire Commission

**CERTIFICATE OF AUTHORITY**

I, Richard Gamester, Vice Chair of the Fire Commission, hereby certify that:

1. I am a duly elected Municipal Officer of the City of Portsmouth, New Hampshire.
2. I hereby certify that Portsmouth Fire Chief Todd Germain is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/16/21

  
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Signature of Municipal Official  
Name: Richard Gamester  
Title: Vice Chair of the Fire Commission