

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, JULY 15, 2024 TIME: 7:00PM

*Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser*

[https://us06web.zoom.us/webinar/register/WN\\_KnzQ4XNdQqGbDbkkEvQE2Q](https://us06web.zoom.us/webinar/register/WN_KnzQ4XNdQqGbDbkkEvQE2Q)

**5:30PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A**

1. CONSIDERATION OF LEGAL ADVICE IN ACCORDANCE WITH RSA 91-A:3 II (I)

## AGENDA

- I. WORK SESSION
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – **N/A**
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE

### PROCLAMATIONS:

1. Plastic Pollution Reduction Month
2. Wildlife Conservation Day in Portsmouth

VII. ACCEPTANCE OF MINUTES – JUNE 3, 2024 AND JUNE 17, 2024

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)

X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### First Reading of Ordinances

- A. First Reading of proposed Ordinance amending Chapter 10, Article 5A – Character-Based Zoning, Section 10.5A43.33 regarding Building and Story Heights of the Zoning Ordinance (***Sample motion – move to pass first reading and schedule a public hearing and second reading to be held at the August 5, 2024 City Council meeting***)
- B. First Reading of proposed Parking Omnibus Ordinance amending Chapter 7, Article III – Traffic Ordinance, Section 7.330 A. - No Parking; Article III – Traffic Ordinance, Section 7.341 - Driving on Sidewalk; and Article XI, Section 7.1100 E., Speed Limits: 25 mph – Middle Street (***Sample motion – move to pass first reading and schedule a public hearing and second reading to be held at the August 5, 2024 City Council meeting***)

## **Public Hearing/Adoption of Resolutions**

- C. PUBLIC HEARING/ADOPTION of Resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act of up to Six Hundred Fifty Thousand Dollars (\$650,000.00) for costs related to School Facilities' Capital Improvements

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

*(Sample motion – move to adopt the Resolution, as presented)*

- D. PUBLIC HEARING/ADOPTION of Resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act of up to Twelve Million Nine Hundred Twenty-Five Thousand Dollars (\$12,925,000.00) for costs related to:

- Ambulance Replacement Program,
- Police Deficiencies and Repair Project,
- Land Acquisition,
- South Mill Pond Playground,
- Additional Outdoor Recreation Fields,
- Prescott Park Master Plan Implementation,
- Citywide Facilities Capital Improvements,
- Greenleaf Avenue Sidewalk,
- Russell/Market Intersection Upgrade,
- Fleet Street Utilities Upgrade and Streetscape,
- Citywide Storm Drainage Improvements, and
- The Creek Neighborhood Reconstruction

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

*(Sample motion – move to adopt the Resolution, as presented)*

- E. PUBLIC HEARING/ADOPTION of 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 Fifty Thousand Dollars (\$4,050,000.00) related to:

- Water Storage Tanks Improvements,
- Madbury Water Treatment Plant – Facility Repair and Improvements,



- Fleet Street Utilities Upgrade and Streetscape,
- DPW Complex Improvements, and
- The Creek Neighborhood Reconstruction

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

*(Sample motion – move to adopt the Resolution, as presented)*

- F. PUBLIC HEARING/ADOPTION of 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 Thirty Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000.00) for costs related to:

- Pease Wastewater Treatment Facility,
- Wastewater Pumping Station Improvements,
- Sewer Service Funding for Sagamore Avenue Area Sewer Extension,
- Mechanic Street Pumping Station Upgrade,
- Peirce Island Wastewater Treatment Facility,
- Fleet Street Utilities Upgrade and Streetscape,
- Citywide Storm Drainage Improvements,
- DPW Complex Improvements, and
- The Creek Neighborhood Reconstruction

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

*(Sample motion – move to adopt the Resolution, as presented)*

***(ROLL CALL VOTES ARE REQUIRED FOR ADOPTION OF EACH RESOLUTION)***

### **Public Hearing/Second Reading of Ordinances**

- G. PUBLIC HEARING/SECOND READING on Proposed Ordinance amending Chapter 10, ZONING ORDINANCE – Solar Energy Panels, Article 6, Overlay District, Section 10.633.20 - Exemptions from Certificate of Approval; Section 10.633.30 – Administrative Approvals; Section 10.634.20 – Application Contents adding Section 10.634.24; Section 10.636.32 (1) – Public Hearings; Section 10.636.12 – Notice of Disapproval & Article 15, Definitions, Section 10.1530 – Terms of General Applicability

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

*(Sample motion – move to pass second reading of the proposed zoning amendments regarding solar energy panels, and schedule a third and final reading at the August 5, 2024 City Council meeting)*

### **Public Hearing Regarding Cable Franchise Agreement**

H. PUBLIC HEARING to consider a Cable Television Renewal Franchise Agreement with Comcast (“Franchise Agreement”). The proposed Franchise Agreement is for a 10-year term beginning August 1, 2024, and ending July 31, 2034. The proposed Franchise Agreement allows Comcast to continue to serve existing and new customers without limiting competition. The City would continue to collect a 5% Franchise Fee

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

*(Action regarding this item will take place under the City Manager’s name at this evening’s meeting)*

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

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

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

1. Cable Television Franchise Agreement with Comcast
2. \*Request for Capital Improvement Plan (CIP) Process Kick Off Work Session
3. Lease Agreement with AIDS Response of the Seacoast
4. Sidewalk and Traffic Easement from Saint John’s Masonic Association
5. Authorization to Trade Vehicles and Equipment

## **XII. CONSENT AGENDA**

- A. Request from Ashley Lyons, Chic Boutique Consignments, to install a Projecting Sign at 108 Penhallow Street *(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request)*

**Planning Director's Stipulations:**

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

- B. Request from Nicole Snow, Darn Good Yarn, to install a Projecting Sign at 238 State Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations:**

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

- C. Request from Jonathan Barachowitz, Marathon Sports, to install a Projecting Sign at 104 Congress Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations:**

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

- D. Letter from Katelyn Moran, Leukemia & Lymphoma Society, requesting permission to hold the annual Light the Night event on Saturday, September 28, 2024 from 4:30 p.m. – 7:30 p.m. (***Anticipated action – move to refer to the City Manager with Authority to Act***)

- E. Letter from Brian Miller, New England Run for the Fallen, requesting permission to hold the 4<sup>th</sup> Annual Run on Sunday, August 18, 2024 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

### **XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Information provided by Joe Caldarola regarding Guidelines for Solar Energy and Renewable Energy (***Sample motion – move to accept and place on file***)
- C. Letter from Curtis Hermann, New Hampshire Sons of the American Revolution, requesting permission to hold the Commemoration of the Bicentennial Anniversary of General Lafayette’s visit on Sunday, September 1, 2024 (***Sample motion – move to refer to the City Manager with Authority to Act***)
- D. Letter from Elizabeth Bratter requesting if any of the City lands surrounding 361 Hanover Street are asked to be used or purchased, by any of 361 Hanover Street entities, please require a public hearing and notification of abutters by certified mail, of what is being proposed and public comment for consideration of the proposal (***Sample motion – move to accept and place on file***)

### **XIV. MAYOR McEACHERN**

1. \*Appointment to be Voted:
- Appointment of Andrew Samonas as the Planning Board Representative to the Housing Committee
  - Appointment of Mary Carey Foley to the Mayor’s Blue Ribbon Sister City Committee
  - Appointment of Robert F. Conard, Jr., to the Mayor’s Blue Ribbon Sister City Committee
2. Resignation:
- Chuck Raye from the Citywide Neighborhood Committee
3. \*Request for report back on Community Oyster Programs in the City of Portsmouth and identifying funding sources

### **XV. CITY COUNCIL MEMBERS**

#### **A. COUNCILOR COOK**

1. Single-Use Food Service-ware Reduction or “Skip the Stuff” Policy (***Sample motion – move to adopt the Single-Use Serviceware, or “Skip the Stuff” Policy***)
2. \*Request to Establish Work Session Re: Market Square Master Plan (***Sample motion – move to schedule a work session with the Market Square Master Plan consultants and City staff to discuss progress on planning, and provide City Council input to the process***)

**B. COUNCILOR BLALOCK**

1. Sister Cities Trust Fund (***Sample motion – move to request that the Legal Department report back with a recommendation***)

**C. COUNCILOR BAGLEY**

1. Parking & Traffic Safety Committee Action Sheet and Minutes of June 6, 2024 (***Sample motion – move to approve and accept the action sheet and minutes of the June 6, 2024 Parking & Traffic Safety Committee meeting***)

**XVI. APPROVAL OF GRANTS/DONATIONS**

*(There are no grants or donations on for approval this evening)*

**XVII. CITY MANAGER’S INFORMATIONAL ITEMS**

1. \*Community Policing Facility Update
2. \*Sherburne Property Update
3. \*South Meeting House Update
4. Hazard Mitigation Plan Update

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

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

*\*Indicates verbal report*

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

The Council Chambers  
City Hall  
Portsmouth, New Hampshire  
A Proclamation

**Whereas:** The City of Portsmouth declared itself an Eco-Municipality in 2007 and has passed both a City-wide polystyrene ban and City-property single-use ordinances and continues to encourage voluntary efforts by residents to reduce single-use plastic waste as part of Portsmouth’s Climate Future; and

**Whereas:** The Surfrider Foundation New Hampshire Chapter has championed the effort for Portsmouth restaurants and cafes to become certified “Ocean Friendly Restaurants” and to participate in the “Skip-the-Stuff” effort that encourages customers to ask for rather than being given foodservice accessories automatically that contribute to the expense and waste generated by discarding unwanted items; and

**Whereas:** The City of Portsmouth wishes to reduce the significant pollution and health risks of the chain of plastic production by conserving resources, minimizing waste, reducing greenhouse gas emissions and other pollution, and protecting the welfare of our residents and wildlife, all of which contribute to the quality life in Portsmouth; and

**Whereas:** It is the intent of the City to reduce the negative impacts of plastic locally and to join in the international effort to reduce the pollution and public health risks related to plastic.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth on behalf of the City Council hereby proclaim July 2024 to be

*Plastic Pollution Reduction Month in Portsmouth*

and encourage all citizens and businesses to reduce their plastic consumption and waste by choosing reusables and an opt-in versus opt-out model for single-use items.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this 15th day of July 2024.

A handwritten signature in black ink, appearing to read "Deaglan McEachern".

Deaglan McEachern, Mayor of Portsmouth

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

**Whereas:** Wildlife is important in big ways and small; i.e., the quality of life we enjoy in Portsmouth; and

**Whereas:** Wildlife consists of animals we see everyday like geese, seagulls, fish, bugs and squirrels and these that remain hidden from view in Portsmouth like alligators; and

**Whereas:** Each animal seen and unseen contributes to our overall ecosystem; and

**Whereas:** Mayor Stubbs had made it his priority to protect and expand habitat for every creature.

Now, therefore, I, Sage Stubbs, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim

***WILDLIFE CONSERVATION DAY IN PORTSMOUTH***

and urge all members of the community take action in their lives to protect and improve the natural environment.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this 20th day of June 2024.

*Sage Stubbs*

Sage Stubbs, Mayor of Portsmouth



## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: MONDAY, JUNE 3, 2024

PORTSMOUTH, NH  
TIME: 7:00PM

- I. **WORK SESSION**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – N/A**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**

Mayor McEachern opened the meeting at 7:10 p.m.

**Councilor Tabor moved to leave the Non-Public meeting and seal the minutes. Seconded by Assistant Mayor Kelley and voted.**

### IV. **ROLL CALL**

**PRESENT:** Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Bagley, Moreau and Lombardi

- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**

Mayor McEachern led the Pledge of Allegiance.

### VII. **ACCEPTANCE OF MINUTES – *(There are no minutes on for acceptance this evening)***

### VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

### IX. **PUBLIC COMMENT SESSION *(This session shall not exceed 45 minutes) – (participation may be in person or via Zoom)***

Francesca Marconi Fernald, Police Commissioner – spoke in favor of the proposed police facility site stating we are lucky to have a safe city due to our Police Department.

Sue Polidura – spoke opposed regarding the solar panel ordinance stating that St. John's Church is going to be requesting an array on their annex building which is on the National Register of Historic Places and if this ordinance goes through, they can do it without Historic District Commission approval.

Joe Caldarola – spoke regarding the solar panels ordinance stating he hopes it gets referred to a public hearing so there is more time to speak. He showed an example of a house with panels on the front of the house which he does not feel looks bad and concluded that we either want to be energy efficient or not.

Kerry Vautro – stated as a member of the Portsmouth Advocates of the Historical Society, she is requesting that the current version of the solar panel not be passed but to bring forward the version passed by the Planning Board.

Buzz Scherr, Police Commissioner – spoke to the picture of the new police facility in the Portsmouth Herald stating that this is being misunderstood because it is just a massing exercise and not a designed building. He discussed the history of the vetting of the current site



recommendation for the last 10 years which began with the 2014 Needs Assessment and requested the Council support the recommendation.

Jim Lee - stated as a realtor he wanted to bring attention to the Month of June being "Home Ownership" Month.

Esther Kennedy – stated she was a member of the Historic District Commission for many years and thanked them for their work and feels that they are being unfairly attacked. She stated that people are coming to Portsmouth for the history and feels the Council needs to support the Historic District Commission and feels that the Council owes Dan Brown an apology from their action on May 20<sup>th</sup>.

Manny Garganta – spoke to the new police facility location stating he agrees to the need but not the proposed location. He spoke to the Credit Union on Borthwick Avenue that is up for sale and feels that should be looked at and listed various amenities of the property.

Irish Mike – spoke to the police facility stating that this should have been addressed 10 years ago and there have only been band-aids placed on the building to address the various issues including mold. He stated that the Police Department has cleaned up the downtown area so that people feel safe, and we also shouldn't be compared to other communities.

Petra Huda – spoke to the proposed police facility stating that the City Manager comments seem to be missing a lot of information and agrees that the rendering in the paper is ugly. She also stated that there has been an individual appointed to a committee that does not live in Portsmouth and is against the Council policy. She stated the issue regarding the Character Based Zoning ordinance should be referred to a public hearing and concluded stating that solar panels that are visible do not belong in the Historic District.

Emma Stratton, Executive Director of the Historic Society and member of the Arts and Cultural Commission – spoke opposed to the solar panel ordinance in its current form and requested the Council support the Planning Board version to emphasize historic preservation.

Susan Denenberg – spoke opposed to the proposed location of the police facility stating that it will block light, air and views and would prefer an alternate location or an annex. She stated she doesn't feel it needs to be decided tonight. She then addressed the budget increase which is mostly due to personnel and retirement costs and there is a large senior population in Portsmouth and not everyone who lives here is wealthy.

Nancy Pearson – spoke to the various committees and boards she has served over the years and has always voted in favor of energy initiatives as a City Councilor but not for impacts to the Historic District. She stated that this is not an either/or issue and we already have solar panels in the Historic District. She stated we just celebrated our 400<sup>th</sup> anniversary and we need to look at things differently because once something is gone it is destroyed forever.

Kate Coyle, Police Commissioner – spoke in favor of the police facility location stating it is an opportunity to proceed with a true city campus. She stated we cannot spend money on the design without a commitment to the location and then the community can get involved and they encourage and hope that they will.

Peter Gilligan, Kingston, NH – stated he appreciates that members outside of the community are allowed to speak and feels that the people of Portsmouth take pride in their ownership of property.

Mary Lou McElwain – spoke against the proposed location of the police facility although she is in favor of a new facility. She stated we will lose a lot if the current location is chosen.

Richard Candee, York, ME - served on the Historical Archives Committee with Councilor Lombardi and urges the Council to adopt the Planning Board version of the solar panel ordinance.

Andrew Samonas, Planning Board member – urged the Council to adopt the Planning Board version of the solar panel ordinance and feels this is a good starting point.

## **X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS**

### **A. CONTINUATION OF PUBLIC HEARING REGARDING FY25 BUDGET (*Continuation of Budget Public Hearing held on May 13, 2024*)**

Mayor McEachern opened the continuation of the Budget Public Hearing:

Byron Matto, School Board member – feels the Council should pass the school department budget as proposed by the School Board which does include the modular classrooms at Dondero School. He stated that the community hasn't been involved in the redistricting process and there is not time to do it this late in the school year. He stated he will continue to look for a solution, but it is not reasonable to do it now.

Tish Campbell, School Board member – requested the Council to adopt the school department budget as presented stating they have already lost 5 positions. She stated she understands that redistricting/modular classrooms are a passionate subject, but they have been used before. She concluded that redistricting would affect many families and will take time.

Petra Huda – distributed a handout addressing various budget items that she still has questions about.

Esther Kennedy – stated that many people she speaks with are on fixed income with more people choosing to retire here. She stated that the budget and water/sewer increases are a lot for people to absorb and feels that she hasn't heard a lot of discussion amongst the Council on the budget. She stated it is the job of the City Manager and School Superintendent to present an expensive budget, but it is the Council's job to question it.

Nancy Novelline Clayburgh, School Board member- (via zoom) – stated the school budget is a 6.5% increase over last year which is necessary to maintain services. She stated she understands that people are tired of hearing COVID talk, but there are still effects. She concluded by highlighting the various recognitions received by schools in Portsmouth.

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

## **Adoption of Proposed Budget Resolutions:**

- B. Adoption of Budget Resolutions for Fiscal Year July 1, 2024, through June 30, 2025 (FY25)
- Resolution No. 5-2024 – Municipal Fees

**Councilor Denton moved to adopt Resolution #5-2024 – Municipal Fees. Seconded by Councilor Moreau.**

Councilor Cook discussed various fees and the need for pro-rating.

City Manager Conard stated that these are handled on a case-by-case basis.

Councilor Cook addressed yard waste disposal and thanked the fee committee for recognizing contractors but asked how we determine a contractor versus a resident.

Public Works Director Peter Rice explained there are residential passes and contractors can call and make arrangements for pickup at the street and if they go to the facility, the staff will make the determination accordingly.

Councilor Lombardi asked if all fees are based on the actual expense of the services.

City Manager Conard stated that is historically how they are derived but we want to be equitable and not be a money maker.

**Motion passed on a 9-0 roll call vote.**

- Resolution No. 6-2024 – General Fund Expenditures

**Assistant Mayor Kelley moved to adopt Resolution #6-2024 – General Fund Expenditures, seconded by Councilor Blalock.**

Councilor Bagley stated he supports the school budget and the modular classrooms for the next school year until redistricting can be addressed. He stated he has concerns with the CIP levels for the Police facility and Prescott Park.

Councilor Cook requested Superintendent of Schools Zach McLaughlin come to the podium.

Councilor Cook spoke regarding the modular classrooms, asking if they could be used for the special classes such as Art and Music instead.

Superintendent McLaughlin stated they may be able to but the rooms they use within the building aren't designed for all day classes as there are no windows.

Assistant Mayor Kelley asked about the timeline to date regarding redistricting, why in the interim there hasn't been outreach to the parents to see if they would be willing to relocate temporarily to Little Harbour.

Superintendent McLaughlin explained that he came to Portsmouth as Superintendent in July 2022 and a study committee of 4 members was created. He stated there was outreach to stakeholders, realtors, etc. and found that it was not necessary to redistrict at that time. He continued that they did look at the new developments that were being built which were going to be within the Little Harbour district which had a declining population so would be able to absorb the increase. He stated in the Spring of 2023 there was an increase in enrollment for the 4<sup>th</sup> grade class at Dondero which they hadn't expected and a swell in the 5<sup>th</sup> grade due to turnover of existing property within Elwyn Park. He stated that the Redistricting Committee did not meet a lot and there are too many moving parts to doing anything before the fall school season which is why we need the modulars.

Assistant Mayor Kelley stated she will support the modulars at this point as she has spoken with teachers and parents but is concerned that the Redistricting Committee only met twice and wants the Redistricting Committee to be more diverse and inclusive. She stated the City Council shouldn't have to deal with line items, but it is hard to spend \$95,000.00 on modulars when they could be used on other things.

Councilor Blalock stated he supports the modulars as he was in a modular classroom and didn't have any issues with it.

Councilor Bagley stated that the disruption of COVID was part of the reason why they couldn't deal with the redistricting and knows that it needs to be done but feels the School Board is right to take it slowly as we are dealing with kids not statistics.

Mayor McEachern thanked the School Board members who spoke at the Public Hearing. He then asked if the plan for the modular classrooms has been disseminated to the parents.

Superintendent McLaughlin stated not yet. He stated this was in limbo because he did not anticipate that this was going to be a controversial issue and out of respect to the Council, he held back.

Discussion ensued regarding the criteria and data needed to deal with the redistricting and the lack of time to do so at this time in the school year for the next school year.

Mayor McEachern stated he is disappointed that parents affected weren't brought into the process as he feels it could be a strategic way to handle this at this time. He asked if there will be bathrooms in the modulars and what the cost will be.

Superintendent McLaughlin stated it wasn't a part of the original plan, but they are now trying to adjust the location to allow for hookups. He stated he will not have answers until the end of the week.

Councilor Cook stated she has concerns with the safety of the kids in the modulars and if they are going back and forth to use the bathrooms.

Superintendent McLaughlin explained that with the relocation of the modulars there will be a covered walkway to the building. He stated that these are all issues that are still being addressed.

Mayor McEachern stated that the School Board has line-item authority, and they will support the modular classrooms, but he hopes that if there are significant concerns from the parents that the administration and school board will look at alternatives. He stated he understands that they have been thinking about this for a long time, but once people hear about it then it may become an issue.

Assistant Mayor Kelley asked Police Chief Newport about a potential duplication within the budget. Karen Senecal of the police department clarified the issue.

Mayor McEachern asked about the unfilled positions and if they are likely to be filled by the end of the calendar year.

Chief Newport responded they are hopeful they will be filled by the end of summer, but they cannot control attrition.

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

- Resolution No. 7-2024 – Water Fund Expenditures

**Councilor Tabor moved to adopt Resolution #7-2024 – Water Fund Expenditures, seconded by Lombardi. Motion passed on a 9-0 roll call vote.**

- Resolution No. 8-2024 – Sewer Fund Expenditures

**Councilor Cook moved to adopt Resolution #8-2024 – Sewer Fund Expenditures, seconded by Councilor Bagley. Motion passed on a 9-0 roll call vote.**

- Resolution No. 9-2024 – Special Revenues, Debt Service Fund, Portsmouth Housing Endowment Trust, and Committed Fund Balances for Necessary Expenditures

**Councilor Moreau moved to adopt Resolution #9-2024 – Special Revenues, Debt Service Fund, Portsmouth Housing Endowment Trust and Committed Fund Balance for Necessary Expenditures, seconded by Councilor Bagley. Motion passed on a 9-0 roll call vote.**

- Resolution No. 10-2024 – Investment Policy

**Councilor Cook moved to adopt Resolution #10-2024 – Investment Policy, seconded by Councilor Tabor. Motion passed on a 9-0 roll call vote.**

**Mayor McEachern called for a recess at 9:20 p.m. and reconvened at 9:35 p.m.**

### **First Reading of Ordinance:**

- C. First Reading of Ordinance amending Chapter 10, Article 6, Section 10.633.20 by adding a new numbered paragraph 28 “Solar Energy Panels flush mounted to rooftops of existing structures which do not require other alterations to existing structures” and by adding a new numbered paragraph 29 “Accessory Elements to Solar Energy Panels which do not require other alterations to existing structures” ***(The first reading of this ordinance as amended was postponed at the May 6, 2024 Council meeting)***

**Councilor Denton moved to pass first reading and schedule public hearing and second reading at the July 15, 2024 City Council meeting. Seconded by Councilor Blalock.**

**Councilor Moreau moved to suspend the rules to bring forward Councilor Moreau Item XV-B.1 – Planning Board’s recommendation to the City Council regarding revised Solar Panel Amendments. Seconded by Assistant Mayor Kelley and voted.**

**B. COUNCILOR MOREAU**

1. Planning Board’s recommendation to City Council regarding revised Solar Panel Amendments

Councilor Moreau invited Reagan Ruedig, Chair of the Historic District Commission and Rick Chellman, Chair of the Planning Board to address the Council.

Chair Chellman stated that his research has found that Portsmouth is actually more lenient than other communities regarding this issue and the Planning Board recommendation brings compromise.

Chair Ruedig stated the Historic District Commission will continue to work on the administrative approvals.

**Councilor Moreau moved to amend by substituting the ordinance with the proposed ordinance approved by the Planning Board at its May 16, 2024 meeting, seconded by Councilor Cook.**

**Councilor Denton moved to amend the Planning Board Ordinance Proposal by moving Section 10.633.32, Items 1-6 to become Item 28 under Section 10.633.20 – Staff Level Exemptions from Certificate of Approval, seconded by Councilor Blalock.**

Councilor Cook stated this amendment ignores some language in Item #7 regarding visibility. She continued that this could also mean that we are contradicting Secretary of the Interior guidelines because we have funding for the Memorial Bridge which is under the National Register of Historic Places.

Councilor Lombardi stated that the Portsmouth Historic District is an important resource and opposes Councilor Dentons’ amendment.

Councilor Moreau stated this puts everything on staff and that is not good.

Chair Ruedig reiterated that the Historic District Commission will be having further discussions on administrative rules.

Discussion ensued regarding staff approval versus Board approval.

**Motion to adopt amendment passed on a 5-4 roll call vote. Assistant Mayor Kelley, Councilor Cook, Councilor Moreau and Councilor Lombardi voted opposed.**

**Motion to refer Planning Board recommended Ordinance as amended to a public hearing and second reading on July 15, 2024 passed on a 6-3 roll call vote. Councilors Bagley, Moreau and Lombardi voted opposed.**

**Councilor Denton moved to suspend the rules to continue the meeting past 10:30 p.m. Seconded by Councilor Blalock and voted 8-1. Assistant Mayor Kelley voted opposed.**

## XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

### A. CITY MANAGER CONARD

#### 1. Community Policing Facility – Affirmation of Location

**Councilor Denton moved to affirm the municipal campus as the preferred site for the community policing facility, with the understanding that staff will present firmer cost and schedule estimates at the 30% design stage. Seconded by Assistant Mayor Kelley.**

City Manager Conard stated that the image of the police facility that appeared in the Portsmouth Herald is not a design but was a massing exercise. She continued that the Farmer's Market will stay in the current location and the design phase will do what it can to maintain the view. She stated the direction was to use as much of the existing building as possible and they are still refining details.

Assistant Mayor Kelley asked when the last public discussion was held and are there any more scheduled.

Deputy City Manager Woodland stated that the last public discussion was held at community campus and there wasn't any public input. She stated if there is interest in another one, they can schedule it. She stated the committee is going to review the input from the work session, etc. but are looking for an answer on the site before they are able to go forward.

Councilor Cook asked why they haven't looked at the back of the building to add on.

Public Works Director Rice stated the area in the back is tight and they would have to relocate the police department while they did the work and it was a high cost. He stated if the Council wants to do this option, then they would find a way to make it work.

Councilor Lombardi requested a 3 Dimension display be created.

Councilor Moreau asked if there could be a smaller front and also a back addition. She also requested that the cherry trees not be affected.

Public Works Director Rice stated the trees are already being affected by saltwater erosion and they have started planting more saplings to replace them and will continue to do so.

Councilor Moreau asked about the Northeast Federal building that had been mentioned during public comment.

Public Works Director Rice stated he and Facilities Manager Almeida have toured the building and site and feel that it would require a lot of infrastructure work. He stated the direction from the Council had been to stay on campus.

Councilor Bagley stated that there have only been 2 work sessions and there is only one Councilor on the committee. He continued that he has been surprised by what has been presented and is still concerned with the high cost and not getting enough data and input.

Councilor Blalock stated we can't keep going down this road and doesn't feel this needs to be on campus and should be in the gateway. He stated he doesn't want to make a mistake.



Councilor Tabor stated he has heard the concerns from neighbors that this will ruin the view but feels as a member of the committee, if it doesn't go in this location then the cost will go up significantly and then it will not happen. He stated we cannot keep delaying this but agrees that there needs to be more input.

Councilor Cook stated she still has serious reservations but feels if it is done it should be on the municipal campus. She discussed the cost and affordability to the citizens and we should be looking at wants versus needs. She stated we have a police station, and we need to renovate some areas. She stated that the needs assessment done in 2014 and 2022 was the same and wants to see real data on why we are so different from Dover and Salem for example.

Mayor McEachern asked for more information regarding the NECU building on Borthwick Avenue.

Public Works Director Rice and Building Inspector Shanti Wolfe addressed some concerning issues such as water damage and various code issues.

Mayor McEachern stated he prefers the campus feel and likes the Farmer's Market being here as well and continued that it is the Council's job to make the decisions and get input as we go forward. He stated this proposal does what we asked the committee to do and costs 30 million less than if it was off campus.

Councilor Cook stated she will vote in favor of this location but wants to see plans for the back of the building as well.

**Motion passed on a 7-2 roll call vote. Councilors Bagley and Moreau voted opposed.**

2. Character-Based Zoning Ordinance Clarification

**Councilor Cook moved to refer the attached zoning ordinance amendment to the Planning Board for a recommendation at its June 20, 2024 meeting, and provide a report back at the City Council meeting on July 15, 2024. Seconded by Councilor Lombardi.**

**Councilor Moreau moved to amend to also bring back for a first reading at the July 15, 2024 City Council meeting. Seconded by Assistant Mayor Kelley and voted.**

**Main motion as amended passed on a 9-0 vote.**

## **XII. CONSENT AGENDA**

*At the request of Assistant Mayor Kelley, Item C was removed from the Consent Agenda.*

**Councilor Moreau moved to adopt Items A, B and D of the Consent Agenda. Seconded by Councilor Denton. Motion voted.**

- A. Request from Friends of the Music Hall dba The Music Hall Members Club, to install a Projecting Sign at 104 Congress Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability 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 to the City; and*
- *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*

- B. Request from Lisa Venn, Opal Luxe Salon, to install a Projecting Sign at 206 Market Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability 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 to the City; and*
- A. *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works*

- D. Letter from Annie Zampitella, Wentworth-Douglass Hospital and Conventures, Inc., requesting permission to hold 2024 Seacoast Cancer 5K, Sunday, September 15, 2024. (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- C. Letter from Sandy Clark Kaddy, Seacoast African American Cultural Center, requesting permission to hold the 3<sup>rd</sup> Juneteenth Freedom Walk, Wednesday, June 19, 2024

**Councilor Moreau moved to refer to the City Manager with Authority to Act, seconded by Councilor Lombardi. Motion passed on an 8-0 vote. Assistant Mayor Kelley abstained.**

**XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence

**Councilor Blalock moved to accept and place on file, seconded by Councilor Tabor. Motion voted.**

- B. "Accessory Dwelling Unit (ADU) Handbook" as presented by Paige Trace at the May 20, 2024, City Council meeting

**Councilor Lombardi moved to accept and place on file. Seconded by Councilor Blalock and voted.**

#### **XIV. MAYOR McEACHERN**

1. Appointments to be Considered:

- a. Appointment of Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee

The appointment of Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee was considered and will be voted on at the June 17, 2024, City Council meeting.

2. Appointment to be Voted:

- a. Appointment of Amy-Mae Court to Recreation Board

**Councilor Blalock moved to appoint Amy-Mae Court to the Recreation Board. Seconded by Assistant Mayor Kelley and voted.**

3. Request for a report back from Legal regarding ordinance consolidation

Mayor McEachern requested a report back from the Legal Department regarding ordinance consolidation as there are instances of duplication and conflicting ordinances that should be addressed and suggested the Governance Committee also review this information.

#### **XV. CITY COUNCIL MEMBERS**

##### **A. COUNCILOR BLALOCK**

1. Update from the Mayor's Blue Ribbon Sister City Committee

Councilor Blalock gave a brief update of activities involving several of our Sister Cities and that more out-reach will be held as members are added to the committee.

##### **B. COUNCILOR MOREAU**

2. Planning Board's recommendation to City Council regarding revised Solar Panel Amendments

*Previously addressed*

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

*(There are no grants or donations on for approval this evening)*

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

1. Pease Development Authority Update

City Manager Conard reported the Pease Development Authority met on May 23, 2024, and bid farewell to Peggy Lamson who had served many years and welcomed Brian Semprini.

She stated they also learned that the National Visa Center has signed on to stay in their current facility for another 5 years through 2029.

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

**XIX. ADJOURNMENT**

**At 11:20 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded and voted unanimously.**

Respectfully submitted,

VALERIE FRENCH  
DEPUTY CITY CLERK

## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: MONDAY, JUNE 17, 2024

PORTSMOUTH, NH  
TIME: 7:00PM

- I. **WORK SESSION**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – N/A**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**

Mayor McEachern opened the meeting at 7:00 p.m.

**Assistant Mayor Kelley moved to leave the Non-Public meeting and seal the minutes. Seconded by Councilor Lombardi and voted.**

#### IV. **ROLL CALL**

**PRESENT:** Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock (arrived at 8:00 p.m.), Bagley, Moreau and Lombardi

#### V. **INVOCATION**

Mayor McEachern asked everyone to remember Sue Thorensen who recently passed away. He recognized her many contributions to the Arts community and her philanthropy. He stated her novel Choose Joy will be released soon and stated we should all take that advice.

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

Mayor McEachern led the Pledge of Allegiance.

#### VII. **ACCEPTANCE OF MINUTES – MAY 6, 2024; MAY 13, 2024; AND MAY 20, 2024**

**Assistant Mayor Kelley moved to accept and approve the minutes of May 6, 2024; May 13, 2024; and May 20, 2024 City Council meetings. Seconded by Councilor Moreau and voted.**

#### VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**

#### IX. **PUBLIC COMMENT SESSION**

Joe Caldarola – spoke regarding Councilor Cook’s agenda item, Historic Preservation Review, stating he is confused with what is being asked for.

Irish Mike – spoke regarding American Flags and what does the City of Portsmouth have against them as they are often not displayed properly. He also addressed a flag currently flying in Market Square stating that if that is allowed to fly for a certain month, then others should be flown in recognition of other months.

Steve Miller – spoke regarding climate change stating it is important to address its effects and give people the opportunities to participate in the solution.

Ken Goldman (via zoom) – spoke regarding the arts stating we should be thinking beyond just the spaces but also the individuals.

Peter Gilligan, East Kingston resident – stated he recently photographed Fire Station 2 and commended the City of Portsmouth for the beautiful facility.

## X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### Public Hearing – Home Occupation Ordinance

A. Public Hearing/Second Reading on Proposed Ordinance amending Chapter 10, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability, Regarding Home Occupation

- **PRESENTATION**

Planning Manager Peter Stith gave a brief presentation outlining proposed changes to Chapter 10, Zoning.

- **CITY COUNCIL QUESTIONS**

There were no questions from the City Council.

- **PUBLIC HEARING SPEAKERS**

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

Karen Rosania – stated she is a local artist and member of the Arts and Cultural Commission and spoke in favor of the ordinance change.

(Inaudible) Collins - stated she takes art classes all of the time and usually has to travel so will be glad to be able to stay local. She also stated that she misses the classes that used to be offered through Adult Education.

Jeffrey Cooper – stated he is a member of the Arts and Cultural Commission and also served on the sub-committee. He stated they heard from many artists who wanted it to be easier to work and live in Portsmouth.

Monica Greenleaf – stated she has been a resident since 1985 and is retired from the Special Education field. She stated that art classes are important for that community as well and are often difficult to find and hopes that this change will help.

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Councilor Cook moved to pass second reading of the proposed zoning amendments regarding home occupation and schedule a third and final reading at the July 15, 2024 City Council meeting. Seconded by Assistant Mayor Kelley.**

Councilor Cook stated she is thrilled that the City Council is acting on this change which was in the original Cultural Plan 20 years ago. She stated this is the beginning of supporting artists.

**Motion passed.**

**Councilor Cook moved to suspend the rules to take up Third and Final Reading of Home Occupation Ordinance. Seconded by Councilor Tabor and voted.**

**Councilor Cook moved to pass third and final reading of Home Occupation Ordinance. Seconded by Councilor Bagley and voted.**

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

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

1. Extension of Temporary Construction License for EightKph, LLC at 70 Maplewood Avenue

**Councilor Tabor moved that the City Manager be authorized to execute and accept an extension of the temporary construction license to encumber the sidewalks along Maplewood Avenue and Deer Street that abuts 70 Maplewood Avenue as requested, seconded by Councilor Lombardi.**

Mayor McEachern asked if there is a way to reconfigure the area on the northside of Deer Street.

Tom Balon, owner of 70 Maplewood Avenue – stated they don't want bricks to fall on people but can try to accelerate that portion of the project.

Councilor Cook asked if there is any impediment to reach the Foundry Place Parking Garage.

City Manager Conard stated no, but they do have regular meetings with staff to keep on top of any issues.

**Motion voted.**

2. Lease Extension for Community Campus Tenants

**Councilor Denton moved to accept the Extension of Amendment to Lease Agreements with Seacoast Outright, Krempels Center and Child Advocacy Center of Rockingham County, Inc. to extend the term through August 31, 2024 as presented. Seconded by Councilor Lombardi.**

Councilor Cook asked if we know when improvements will be completed so tenants can be moved.

City Manager Conard stated this is a work in progress and will be part of the negotiations.

Deputy City Manager Woodland explained they are in the process of trying to update the rules and have a common template and further stated that there will be phases of tenants moving in.

Councilor Cook stated that non-profits with tax exempt status need the information.

**Motion voted.**

3. Request for Public Hearing Regarding Various Bonding Resolutions for Projects to Begin in FY25

**Councilor Lombardi moved to authorize the City Manager to bring back for public hearing and adoption, the various proposed CIP projects to be bonded, as presented, for the July 15, 2024 City Council meeting. Seconded by Assistant Mayor Kelley and voted.**

4. FY24 Bond Rescinding Resolution

**Councilor Bagley moved to approve rescinding the remaining borrowing authority with regards to the following Resolution: Resolution #15-2023 for \$17,350,000.00 – Rescind amount \$90,000.00. Seconded by Councilor Tabor and voted.**

5. Five-Year Agreement to Acquire Tasers, Body Cameras, and Subscription Service to Support and Manage the Equipment and Video

**Councilor Moreau moved to authorize the City Manager to proceed with a five-year agreement to acquire tasers, body cameras, and the cloud-based subscription service to support and manage the equipment and the video and other data generated by the equipment which must be stored, tracked, and produced for investigation, prosecution, and public record purposes, seconded by Councilor Cook.**

City Manager Conard explained as part of the recently adopted FY25 budget, the acquisition of tasers and body cameras is listed as a capital acquisition (see Appendix II on pages II-32 and II-33 of the FY25 budget book). The Finance Department projected that this capital expense would be part of the bond authorization that is expected to be the subject of a public hearing and request to be heard by the City Council during the July 15, 2024 meeting. As part of the Finance Department's recent conversations with the Police Department Business Administrator, it has become apparent that the funding for this acquisition should be differently structured than originally anticipated and reported in the budget book.

The vendor proposes a five-year contract, pursuant to which the City would pay a 1.0% deposit of \$18,038.12 in June 2024. That deposit would initiate the order of equipment, which currently carries a lead time of four to six months. The estimated contract start date and training of officers would begin sometime in the first two quarters of calendar year 2025 and run five years from that date. Thereafter, the City would make five additional payments of approximately \$360,000 to the vendor over the course of five fiscal years, FY26 through FY30, for a total contract cost of \$1,803,810.72.

The bulk of this cost is the cloud-based subscription service to support and manage the equipment and the video and other data generated by the equipment which must be stored, tracked, and produced for investigation, prosecution, and public record purposes. There is equipment included in the package, namely the tasers and cameras, but those costs are subordinate to the ongoing cloud-based services. The product and service are expected to continue to grow and improve, and pricing is anticipated to increase at the end of this initial five-year contract period.

Consequently, the Finance Department advises that, starting in FY26, the annual expense for this contract will be reported as a separate line item in the non-operating portion of the budget. It is effectively a SBITA (subscription-based information technology agreement) with a small amount of equipment costs.

Additionally, the Police Department advises that this is a sole source acquisition and they have provided extensive documentation to support this request. One firm dominates the market in the provision of tasers and coordinated subscription services to manage the body cameras.

Because this 1) represents a significant change in the manner of funding this acquisition, 2) carries a substantial cost over five years and will in future years as well, and 3) will be a sole source purchase, the Finance Department is taking the unusual step of calling out this change and recommending that the City Council specifically authorize the City Manager to proceed as described.

Assistant Mayor Kelley asked when we will implement the body cameras.

Police Chief Newport stated we will get them sooner now so will be able to implement after the first of the year.

Mayor McEachern stated this will be a change we see more and more going forward with subscription services and would like to see procurement from a single point as there are people who can review and negotiate these contracts.

**Motion voted.**

6. Street Naming for 105 Bartlett Street

**Councilor Lombardi moved to authorize the use of Addorio Way as the private street name for the development at 105 Bartlett Street, seconded by Councilor Denton.**

Councilor Bagley stated that the developers' grandmother lived in the North End that was lost to urban renewal and this is a memorial to her.

**Motion voted.**

7. Request to Donate Police Crown Victoria Vehicle

**Assistant Mayor Kelley moved that the City be authorized to donate the Police Department's Crown Victoria to the Crown Victoria Museum. Seconded by Councilor Cook and voted.**

8. Request for First Reading for Annual Omnibus Ordinance, Amending Chapter 7, Vehicles, Traffic and Parking

**Councilor Bagley moved that the City Council schedule a first reading at the July 15, 2024 City Council meeting. Seconded by Councilor Moreau and voted.**



9. Request to Schedule Public Hearing to Consider Cable Television Franchise Renewal

**Councilor Tabor moved to schedule a public hearing for July 15, 2024, to consider the attached draft Cable Television Renewal Franchise Agreement with Comcast. Seconded by Assistant Mayor Kelley and voted.**

Councilor Moreau thanked Robert Capone, committee member who was in attendance, and the other members for their work on this agreement.

## **XII. CONSENT AGENDA**

At the request of Councilor Cook, Item E was removed from the Consent Agenda.

**Assistant Mayor Kelley moved to adopt Items A, B, C and D of the Consent Agenda. Seconded by Councilor Moreau and voted.**

- A. Letter from Sam Accardi, Yellowfin Events LLC., requesting permission to hold the Bikes & Beers cycling event on Saturday, July 20, 2024 from 8:00 a.m. to 12:30 p.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- B. Letter from Mike Peabody, Millennium Running, requesting permission to hold the 2025 Restore New Castle 10k on Sunday, April 27, 2025 at 9:30 a.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- C. Correspondence from Ian Coughlan requesting permission to hold Go Skateboarding Day 2024 on Saturday, June 22, 2024 from 3:00 p.m. to 7:00 p.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- D. Letter from Mike Peabody, Millennium Running, requesting permission to hold the 2025 St. Paddy's 5k/10k on Sunday, March 9, 2025 at 10:00 a.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- E. Letter from David Topham, Granite State Wheelers, requesting permission to hold the annual Granite State Wheelers Seacoast Century Bicycle Ride on Saturday, September 21, 2024

**Councilor Moreau moved to refer to the City Manager with Authority to Act, seconded by Assistant Mayor Kelley. Motion passed on a 6-1 vote, Councilor Bagley voted opposed, Councilor Cook abstained, Councilor Blalock not yet in attendance.**

## **XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence

**Councilor Bagley moved to accept and place on file. Seconded by Councilor Tabor and voted.**

B. Letter from Mark McNabb, One Market Square, LLC regarding Haven Court Changes

**Councilor Moreau moved to refer the letter from One Market Square, LLC dated June 11, 2024 and the proposed land transfers described in that letter to the Planning Board for a report back, seconded by Assistant Mayor Kelley.**

Councilor Moreau stated this sounds like a great project.

Councilor Cook asked if there is an anticipated response date.

City Manager Conard stated no, but the Planning Board will take it up soon.

**Motion voted.**

C. Letter from Marie Bodi, McNabb Properties, Ltd., regarding Fees for Outside Tables and Chairs

**Councilor Lombardi moved to waive the sidewalk encumbrance fees for 63 tables and 186 chairs for McNabb Properties, Ltd. for the City sidewalk adjacent to 60 Penhallow Street for 2024, seconded by Councilor Denton.**

Assistant Mayor Kelley stated that this falls under the sidewalk obstruction license and others have already paid so she is opposed to waving this fee.

Councilor Cook stated that this area enhances the spirit of community in town as a public space for all to use and doesn't think they should be charged for allowing everyone to use the space.

Councilor Bagley stated he agrees with Councilor Cook and feels that the Market Square public tables should be included in this motion as well.

Councilor Tabor clarified that the property is owned by Mark McNabb but is leased as a public space.

Mayor McEachern passed the gavel to Assistant Mayor Kelley.

Mayor McEachern stated that this is something that needs to be reviewed and maybe brought forward for next year but feels that it was understood that this fee needed to be paid and it sends the wrong message to others that have already paid.

*Councilor Blalock arrived at 8:00 p.m.*

Marie Bodie, representing McNabb Properties LTD, - stated that the chairs put out by Tuscan are put out, maintained and stored by the City. She stated that they just found out about the permit fee in May and had already paid \$60,000.00 on the furniture. She stated these are maintained and stored by McNabb.

City Manager Conard clarified that the City does not maintain or store the Tuscan tables. The city maintains the round picnic tables with attached seating.

Mayor McEachern stated this should go to the Fee Committee to review this as a whole.

**Councilor Lombardi moved to refer to the Fee Committee, no second.**

**Councilor Bagley moved to amend by waiving or refunding fees for all tables and chairs that are open to the public, not separated by fencing or corral, seconded by Councilor Denton.**

Mayor McEachern stated this has gone through the process for the current year and one person requesting a waiver shouldn't change it.

Councilor Cook stated that this location is new and they probably thought the space was different than the others. She does not feel it was intentional to avoid the fee but was a surprise to them.

Councilor Tabor stated they did receive a conditional use permit for density for this space but they didn't have to add the tables and feels these are a benefit to the city.

Discussion ensued.

Assistant Mayor Kelley returned gavel to Mayor McEachern

**Motion to waive or refund fees** for tables and chairs on city property not separated by fencing or corral, **FAILED** on a 3-6 roll call vote. Councilors Cook, Denton and Bagley voted in favor. Assistant Mayor Kelley, Councilors Tabor, Blalock, Moreau, Lombardi and Mayor McEachern voted opposed.

**Main motion passed on a 6-3 roll call vote. Assistant Mayor Kelley, Councilor Blalock and Mayor McEachern voted opposed.**

#### **XIV. MAYOR McEACHERN**

1. Appointment to be Considered:

- a. Appointment of Andrew Samonas as the Planning Board Representative to the Housing Committee
- b. Appointment of Mary Carey Foley to the Mayor's Blue Ribbon Sister City Committee
- c. Appointment of Robert F. Conard, Jr., to the Mayor's Blue Ribbon Sister City Committee

The aforementioned appointments were considered and will be voted at the July 15, 2024 Council meeting.

2. Appointment to be Voted:

- a. Appointment of Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee

**Assistant Mayor Kelley moved to appoint Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee. Seconded by Councilor Blalock and voted.**

## XV. CITY COUNCIL MEMBERS

### A. COUNCILOR COOK & COUNCILOR MOREAU

#### 1. Historic Preservationist Review

**Councilor Cook moved to request a report back by July 15<sup>th</sup> from a Historic Preservationist with experience in energy efficiency measures in historic districts on the impact the proposed changes on solar panel review to the Historic District Commission ordinance could have on the integrity of the Portsmouth Historic District and the Downtown National Register District, seconded by Councilor Moreau.**

Councilor Cook stated it is important to have all of the information when deciding this important issue and feels we are fortunate to be able to get this opinion.

Assistant Mayor Kelley stated she wants a report back first on if there will be a cost for this information.

City Manager Conard stated we sought in writing what we had received verbally and is not sure that it is necessary to identify funding and it will not be ready for July 15<sup>th</sup>.

Councilor Cook stated she had a conversation on an opinion but feels the Council would want to hear it from the Historic Preservationist if there is an impact on the integrity of the Historic District and Downtown National Register District.

Councilor Blalock stated he wants to do this right but feels we are now looking for an opinion we want to hear. He stated he just wants it to be easier to install solar panels and feels we should be the leaders on this and not asking others.

Councilor Tabor stated we already have the information from the City Manager and if we were more liberal with solar panels it is not clear what the consequences would be. He stated he doesn't feel it will undo the historic value.

Councilor Cook reiterated that she is asking for this so we know any potential impact.

Mayor McEachern stated the changes we are bringing forward were what the Planning Board and Historic District Commission brought forward and is concerned that we are now questioning those changes.

Councilor Cook clarified that this was a compromise that was brought forward and the Council then changed it to approval at the staff level.

**Councilor Bagley moved to include the City Manager correspondence received by City Manager Conard on June 14, 2024 from the CLG Coordinator, seconded by Councilor Blalock. Motion passed on a 6-3 vote, Councilors Cook Moreau and Lombardi voted opposed.**

**Main motion as amended passed 9-0.**

**XVI. APPROVAL OF GRANTS/DONATIONS**

*(There are no grants or donations on for approval this evening)*

**XVII. CITY MANAGER'S INFORMATIONAL ITEMS****1. Community Policing Facility Update**

Public Works Director Rice gave a brief update on the Community Policing Facility stating that they are reviewing the suggestions received at the Council Work Session and will look at options.

Councilor Tabor asked about a previous plan to relocate the City Clerk/Tax Collector/Tax Assessor and have the Police Department utilize that space.

Public Works Director Rice stated that this was reviewed in 2014 and would have included adding a Point of Service addition for those departments that would be displaced and they are revisiting this as well.

**2. Pease Development Authority (PDA) Board of Directors Meeting Update**

City Manager Conard gave a brief update of the recent Pease Development Authority meeting including plans for 4 dockings of Cruise Lines for 24 hour periods this coming summer.

She stated there will be no meeting in July.

**3. Status of Sherburne Property RFQ**

City Manager Conard reported that we received 8 letters of interest which were reviewed by internal staff who identified four to bring forward for interviews.

**4. Status of South Meeting House RFP**

City Manager Conard reported the RFP was issued today and she will give a report back at the August 5, 2024 Council meeting.

Assistant Mayor Kelley stated that the Housing Committee should have input as well.

Councilor Bagley asked when the 4 proposals selected for interviews will be released.

City Manager Conard stated she will bring this back at the July 15<sup>th</sup> meeting.

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

Councilor Blalock congratulated the Kiwanis Little League team for winning the Championship game.

Councilor Cook congratulated the Portsmouth High School LaCross team of winning the State Championship. She also asked everyone to join her at the upcoming Pride activities on June 22, 2024.

Mayor McEachern and the City Council recognized Deputy City Clerk French for her 15+ years of service to the City of Portsmouth and wished her well on her upcoming retirement. Deputy City Clerk French accepted with thanks and appreciation.

## **XIX. ADJOURNMENT**

**At 8:45 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded and voted unanimously.**

Respectfully submitted,

VALERIE FRENCH  
DEPUTY CITY CLERK

## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, Article 5A - Character-Based Zoning, Section 10.5A43.33 regarding Building and Story Heights of the ZONING ORDINANCE of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

### Section 10.5A43.30: Building and Story Heights

10.5A43.33 For a **development with a mix of residential and non-residential uses** located within a CD4, CD4W, or CD5 **Character District** that is not located in an incentive overlay district and that contains at least one acre of **lot area**, the Planning Board may grant a conditional use permit to allow an additional **story** in height (up to **15 feet**); ~~for a houses, or duplexes, building type; and/or a mixed-use buildings where the building type is otherwise permitted by this Ordinance and;~~ if all of the following requirements are met:

- a) **Community Space** – The **development** shall have at least 50% of the property assigned and improved as a **community space**. Given the large scale of the **development**, the **community space** shall include a Plaza or Square of at least 5,000 sq. ft. per acre **and any combination of the following**; a Pedestrian Passage~~way~~; a Wide Pedestrian Sidewalk; ~~and/or~~ a Pedestrian Arcade; **and** a Pocket Park; a Playground, or a Public Observation Deck, **as further described and depicted in Figure 10.5A45.10**. Such **community space** shall count toward the required **open space** listed in Figures 10.5A41.10A-D (Development Standards). The size, shape, location and type of the **community space** shall be determined by the Planning Board and be based on the proposed land use and the size and location of the buildings within the development, and the **adjacent uses** and public amenities.
- b) **Workforce Housing** – ~~If multi-family dwelling units are proposed, t~~The **development** shall have either: 1) 10% of any proposed for sale **dwelling units** within a **development** shall be **workforce housing units** (**affordable** to a household with an income of no more than 100 percent of the **area median income** for a 4-**person** household); or 2) 5% of any proposed for rent **dwelling units** within a **development** shall be **workforce housing units** (**affordable** to a household with an income of no more than 60 percent of the **area median income** for a 3-**person**

household). Any **workforce housing units** shall be at least 600 sq. ft. in **gross floor areas** and be distributed throughout the **building** wherever **dwelling units** are located.

- c) Calculations for **workforce housing unit** requirements shall be rounded to the nearest whole number, with 0.5 and below being rounded down.
- d) The proposal is consistent with the findings, goals, and objectives of the Portsmouth Master Plan.

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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Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk



ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, VEHICLES, TRAFFIC and PARKING, Article III, Section 7.330 A, No Parking; Section 7.341, Driving on Sidewalk and Article XI, Section 7.1100 E, Speed Limit: 25 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):

*[Explanatory note not part of ordinance. The following amendments to the parking ordinance were either implemented by the Parking and Traffic Safety Committee on a trial basis last year or are part of ongoing improvements to the parking ordinance and are forwarded to the City Council for approval. Each ordinance change is shown on diagrams attached hereto.]*

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**A. Amend:** Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.330, NO PARKING.

A: Unless otherwise designated by ordinance, parking shall be prohibited at all times in the following described streets and locations:

- 52. Greenland Road:
  - a. northerly side from westerly boundary of neighborhood business zone to easterly side of I-95, including the turnaround.
  - b. **both sides, between Islington Street and Park and Ride Lot**
- 62. Islington Street
  - i. **both sides between Greenland Road and Plains Avenue**
- 80. Mechanic Street:
  - e. westerly side, between Gardner Street and **Hunking Pickering** Street.

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**B. Amend:** Chapter 7, Article III – TRAFFIC ORDINANCE, Section 7.341: DRIVING ON SIDEWALK

The driver of a vehicle, **including all classes of electric bicycles, electric scooters, electric skateboards, and electric unicycles**, shall not drive within any sidewalk area except at a permanent or temporary driveway.

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**C. Amend:** Chapter 7, Article XI – SPEED LIMITS, Section 7.1100 E, Speed Limits: 25 MPH

**Section 7.1100: SPEED LIMITS**

Where a lower speed is not required for compliance with RSA ~~262-A5:60~~ **through 265:67**, the speed limit of any motor vehicle not in excess of the limit specified in this subsection

shall be prima facie lawful, but any speed in excess of the limits specified in this subsection shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.

E. Speed Limit: 25 MPH

**11. Middle Street**

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

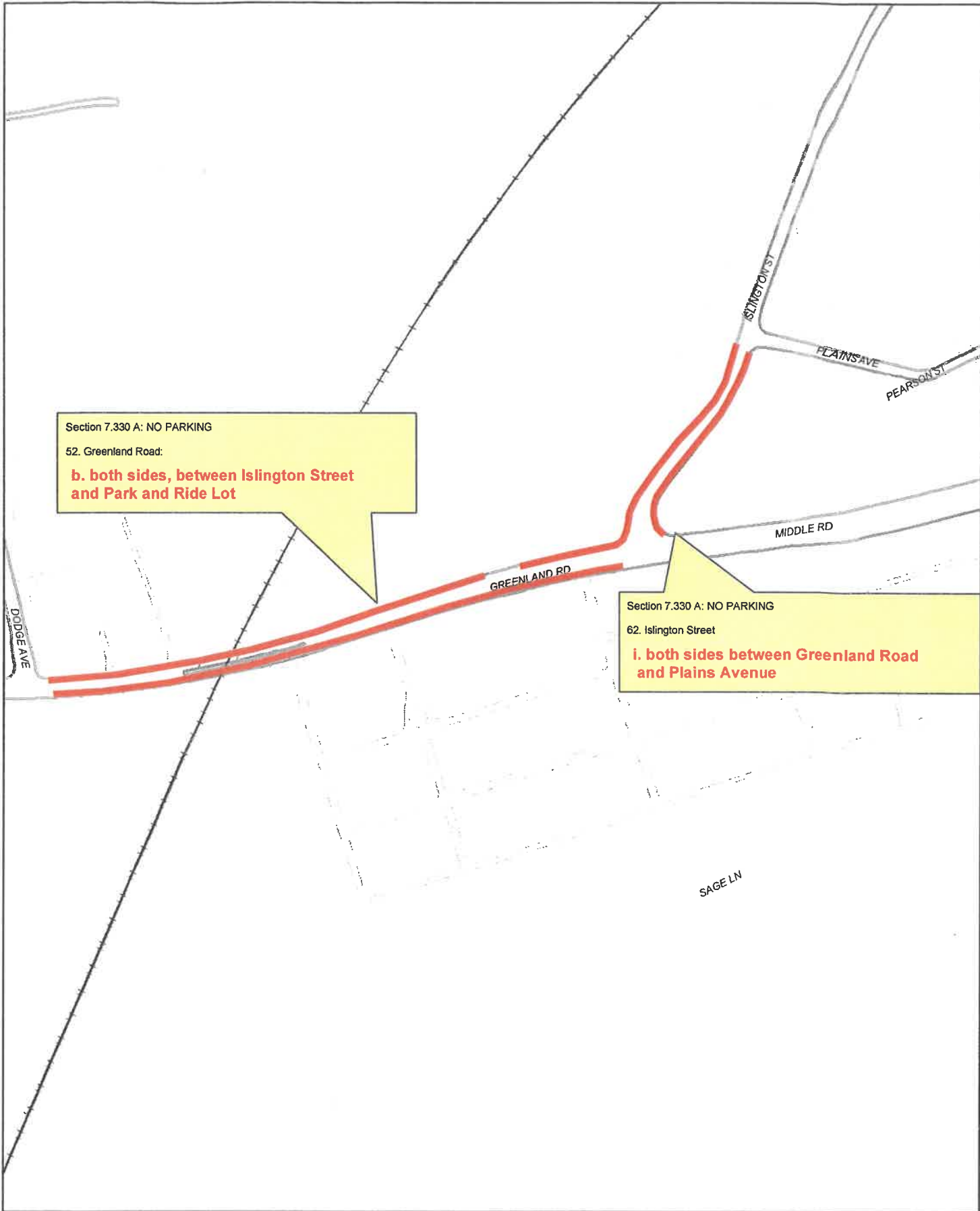
All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon its passage.

APPROVED:

\_\_\_\_\_  
Deaglan McEachern, Mayor

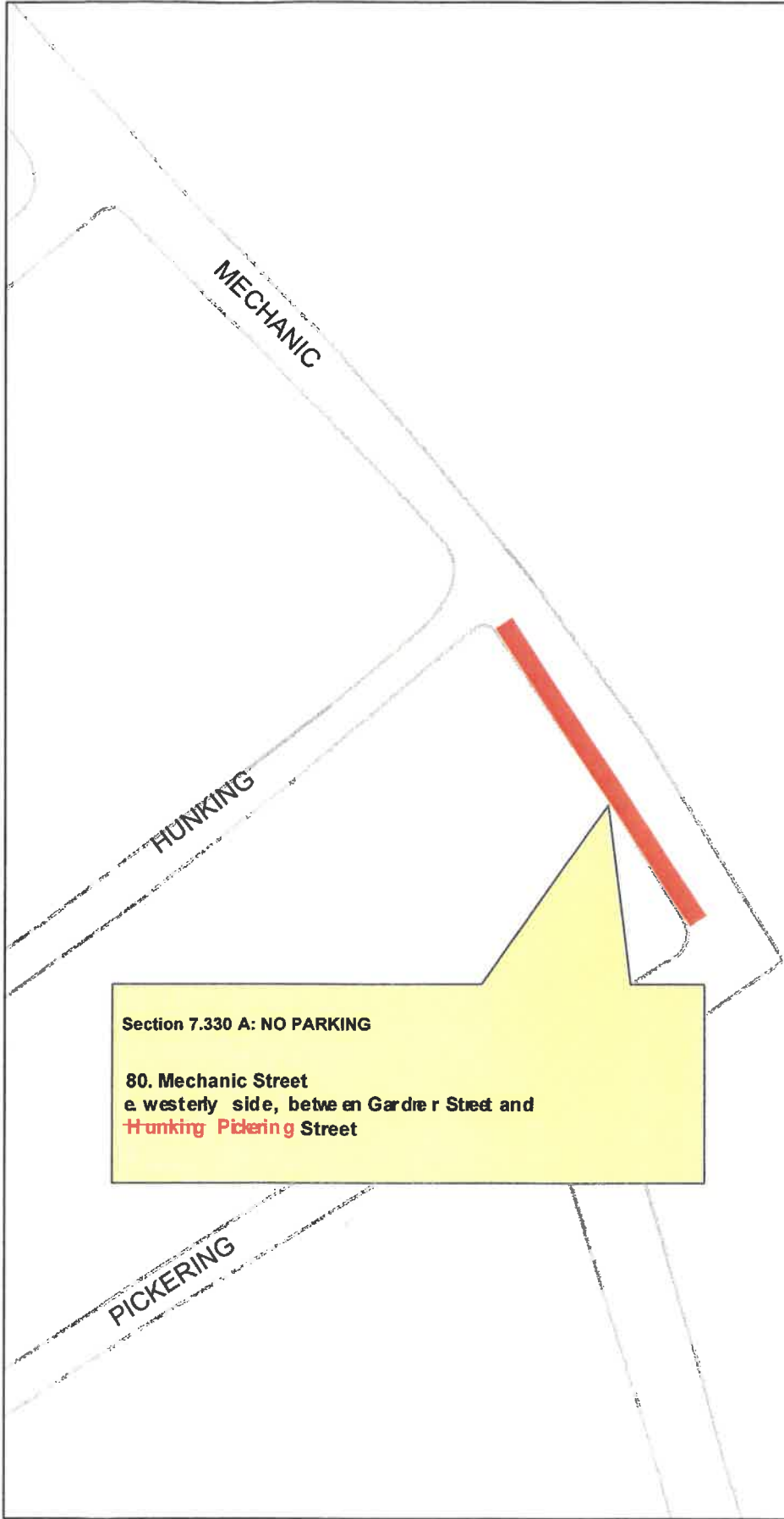
ADOPTED BY COUNCIL:



Section 7.330 A: NO PARKING  
52. Greenland Road:  
**b. both sides, between Islington Street  
and Park and Ride Lot**

Section 7.330 A: NO PARKING  
62. Islington Street  
**i. both sides between Greenland Road  
and Plains Avenue**

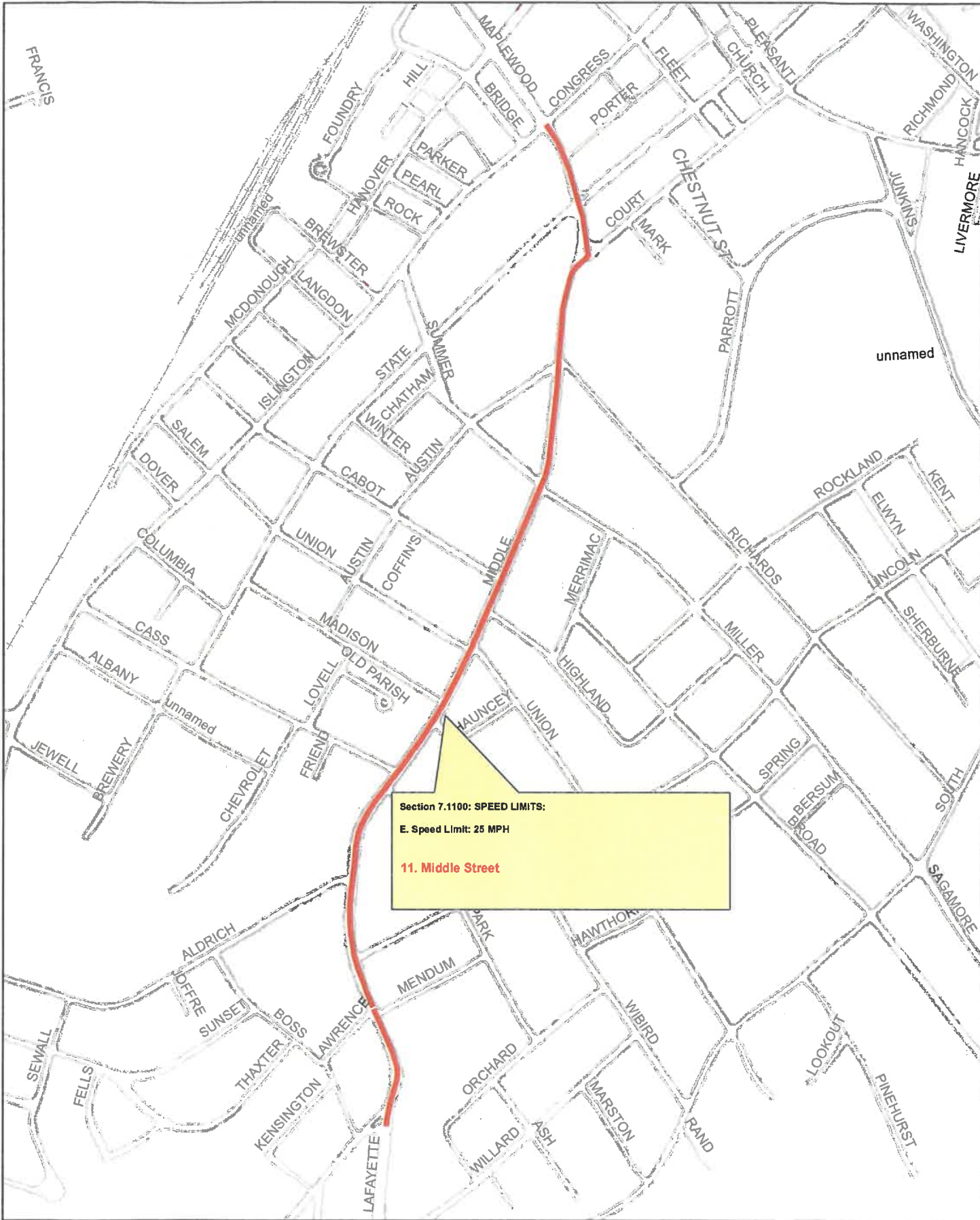




**Section 7.330 A: NO PARKING**

**80. Mechanic Street  
easterly side, between Gardiner Street and  
Hunking Pickering Street**





LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 15, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act of up to Six Hundred Fifty Thousand Dollars (\$650,000.00) for costs related to School Facilities' Capital Improvements. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

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NH, on the proposed Resolu-  
tion authorizing a Bond Issue  
and/or notes of the City  
under the Municipal Finance  
Act of up to Six Hundred  
Fifty Thousand Dollars  
(\$650,000.00) for costs related  
to School Facilities' Capital  
Improvements. The complete  
Resolution is available for  
review in the Office of the  
City Clerk and Portsmouth  
Public Library, during regu-  
lar business hours.  
KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-FOUR  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # XX – 2024**

**A Resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act of up to Six Hundred Fifty Thousand Dollars (\$650,000) for costs related to:**

- **School Facilities’ Capital Improvements.**

**RESOLVED:**

**THAT**, the sum of up to **Six Hundred Fifty Thousand Dollars (\$650,000)** is appropriated for:

<b>School Projects</b>	<b>Estimated Project Cost</b>	<b>Useful Life</b>
School Facilities Capital Improvements	\$ 650,000	20 yrs
<b>Total</b>	<b>\$ 650,000</b>	

including the payment of costs incidental or related thereto.

**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 **Six Hundred Fifty Thousand Dollars (\$650,000)** 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 set forth above, and;

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

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



## BI-07-SC-16: School Facilities Capital Improvements

Department	School Department
Project Location	District Wide
Project Type	Rehabilitation of a Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Minimal (\$5,002 to \$50,000)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

**Description:** The Portsmouth School Department has maintenance responsibilities for seven (7) buildings and the grounds that accompany them. These appropriations are used for buildings and grounds improvement projects including paving, roofing, energy efficiency upgrades, infrastructure replacement, and security enhancements. FY30 funding will support air handling upgrades in high school spaces impacted by State supported renovation of the CTE Center.

### Studies Identified & Useful Website Links:

- [Portsmouth School Department Homepage](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

FY30 Funding of \$1 million to complete air handling upgrades in high school spaces intertwined with CTE spaces under renovation with state funding.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$650,000	\$650,000	\$1,000,000			\$1,000,000	\$3,300,000	\$3,650,000	\$6,950,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$650,000	\$650,000	\$1,000,000	\$0	\$0	\$1,000,000	\$3,300,000	\$3,650,000	\$6,950,000



## BI-07-SC-16: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

<u>Facility/School</u>	<u>Improvement Project</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>	<u>Totals</u>
District Wide	Paving / Exterior Lighting Improvements	\$400,000	\$400,000	\$200,000				\$1,000,000
District Wide	Roof Replacement	\$250,000	\$250,000	\$250,000				\$750,000
High School	Athletic Complex Upgrades (Irrigation, Infrastructure)			\$225,000				\$225,000
High School	Security Upgrades - Doors & Hardware, Surveillance			\$100,000				\$100,000
High School	Interior Upgrades - Painting / Wall Tile			\$125,000				\$125,000
High School	Energy Efficiency Upgrades Lighting/Mechanical			\$100,000				\$100,000
High School	Life Safety, Security and Mechanical Infrastructure						\$1,000,000	\$1,000,000
District Wide	Mechanical Infrastructure Upgrades							\$0
District Wide	Flooring Improvements							\$0
<b>Total District Wide City Capital Improvement</b>		<b>\$650,000</b>	<b>\$650,000</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,750,000</b>
<b>Total High School Capital Improvement</b>		<b>\$0</b>	<b>\$0</b>	<b>\$550,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$1,550,000</b>
<b>Total R.J. Lister Academy Capital Improvement</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL IMPROVEMENTS</b>		<b>\$650,000</b>	<b>\$650,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$3,300,000</b>

## LEGAL NOTICE

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- Ambulance Replacement Program,
- Police Deficiencies and Repair Project,
- Land Acquisition,
- South Mill Pond Playground,
- Additional Outdoor Recreation Fields,
- Prescott Park Master Plan Implementation,
- Citywide Facilities Capital Improvements,
- Greenleaf Avenue Sidewalk,
- Russell/Market Intersection Upgrade,
- Fleet Street Utilities Upgrade and Streetscape,
- Citywide Storm Drainage Improvements, and
- The Creek Neighborhood Reconstruction

The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

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- The Creek Neighborhood Reconstruction

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KELLI L. BARNABY,  
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TWO THOUSAND TWENTY-FOUR  
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**RESOLUTION # XX – 2024**

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- **Ambulance Replacement Program,**
- **Police Deficiencies and Repair Project,**
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- **South Mill Pond Playground,**
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- **Prescott Park Master Plan Implementation,**
- **Citywide Facilities Capital Improvements,**
- **Greenleaf Avenue Sidewalk,**
- **Russell/Market Intersection Upgrade,**
- **Fleet Street Utilities Upgrade and Streetscape,**
- **Citywide Storm Drainage Improvements, and**
- **The Creek Neighborhood Reconstruction.**

**RESOLVED:**

**THAT**, the sum of up to **Twelve Million Nine Hundred Twenty-Five Thousand Dollars (\$12,925,000)** is appropriated for:

<b>City Streets and Sidewalks, Buildings, Equipment, and Infrastructure</b>	<b>Estimated Project Cost</b>	<b>Useful Life</b>
Ambulance Replacement Program	\$ 310,000	5 yrs
Police Deficiencies and Repair Project	\$ 400,000	20 yrs
Land Acquisition	\$ 500,000	20 yrs
South Mill Pond Playground	\$ 600,000	20 yrs
Additional Outdoor Recreation Fields	\$ 3,000,000	20 yrs
Prescott Park Master Plan Implementation	\$ 4,500,000	20 yrs
Citywide Facilities Capital Improvements	\$ 850,000	20 yrs
Greenleaf Avenue Sidewalk	\$ 400,000	20 yrs
Russell/Market Intersection Upgrade	\$ 365,000	20 yrs
Fleet Street Utilities Upgrade and Streetscape	\$ 1,000,000	20 yrs
Citywide Storm Drainage Improvements	\$ 500,000	20 yrs
The Creek Neighborhood Reconstruction	\$ 500,000	20 yrs
<b>Total</b>	<b>\$ 12,925,000</b>	

including the payment of costs incidental or related thereto.

**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 **Twelve Million Nine Hundred Twenty-Five Thousand Dollars (\$12,925,000)** 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 set forth above, and;

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

\_\_\_\_\_  
**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

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

# VE-07-FD-01: Ambulance Replacement Program

Department	Fire Department
Project Location	<a href="#">Station 2 (2010 Lafayette Road)</a>
Project Type	Replacement or Purchase of Vehicle
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Reduce (will reduce operating costs)



**Description:** This project continues the CIP Rolling Stock Replacement Program for the City’s ambulances. The City’s 2017 Ambulance is scheduled for replacement in FY26. Funds for this vehicle include the purchase of the vehicle with a complete set-up including radio, lettering, striping, and equipment. One-third of the total cost of the vehicle is requested each year with a purchase after the third year.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

- Studies Identified & Useful Website Links:
- [Self-Assessment of FD Operations: April 2015](#)
    - [Fire Department Webpage](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY24-29 CIP:  
 Funding request increased in all fiscal years, reflecting changes in production costs.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	10%							\$0	\$140,000	\$140,000
Bond/ Lease	100%	\$310,000			\$435,000			\$745,000	\$0	\$745,000
Other (Rolling Stock)	35%							\$0	\$475,000	\$475,000
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$310,000	\$0	\$0	\$435,000	\$0	\$0	\$745,000	\$615,000	\$1,360,000

**BI-21-PD-15: Police Deficiencies and Repair Project**

Department	Police Department
Project Location	<a href="#">Police Department (Junkins Ave)</a>
Project Type	Rehabilitation of a Facility
Commence FY	2021
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** A 2014 space needs study of the police facility identified deficiencies in the space allocated to the police department, as well as, operational deficiencies in function. In addition, a 2018 public presentation from a public safety architect provided insight into some of the unique needs and requirements of a police facility. Although a funding request for a new facility has been included in the CIP plan since 2015, other citywide projects have had to take precedence. A new police facility is still the goal, and preliminary steps have been taken with monies appropriated for this effort.

In the interim, the current facility has needed significant repair and upgrades to make it safe and functional. Although initial projects were identified in FY21, the funding has been used to cover mold and asbestos abatement, and restoration of the areas after the contaminated materials were removed. Luckily, some of the restoration work overlapped with projects originally identified. With the abatement project coming to a close in FY23, the department will resume working on the projects that have been on hold. It should be noted: if the police department moves into a new facility, all the necessary repairs done to the current facility will benefit any city department moving into the space.

The remaining projects include: upgrade HVAC filtration in the range, security, ADA compliance, server room upgrade, RDC (redundant/disaster recovery center) upgrade at Fire Station II, dispatch upgrade, updating old lighting throughout the PPD, evidence processing and submittal areas upgrade, renovation of former generator rooms for equipment storage, archive space, and gym area, K9 office conversion, and upgrade back parking lot surface and security fencing.

#### Studies Identified & Useful Website Links:

- [Police Department Facility Study](#)
- [Portsmouth Police Department Homepage](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

#### Notes of Changes in Funding Plan from FY24-29 CIP:

Monies added for FY25 due to additional work needed for this project as well as higher costs than anticipated for existing projects.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$400,000						\$400,000	\$1,600,000	\$2,000,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$1,600,000	\$2,000,000

## BI-95-PL-25: Land Acquisition

Department	Planning and Sustainability Department
Project Location	Citywide
Project Type	Land Acquisition
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** This project funds the purchase of land that has been determined should be protected for conservation and recreation. Ownership is usually sought to secure environmentally sensitive areas to purchase the development rights to a particular parcel, or for some municipal use. Protection may also be provided through the purchase of development rights by way of conservation easements and/or restrictions. Funds can be used as match for leverage on existing grant programs and to support and supplement the City's existing Conservation Fund. Acquisition of land is consistent with the goals and visions stated in the City Master Plan and Open Space Plan.

### Studies Identified & Useful Website Links:

- [Open Space Plan](#)
- [Master Plan 2025](#)
- [Conservation Commission](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

This project was funded last year, and this year's request will provide needed funds to allow the acquisition of conservation lands.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	2%							\$0	\$25,000	\$25,000
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	98%	\$500,000				\$500,000		\$1,000,000	\$500,000	\$1,500,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$500,000	\$0	\$0	\$0	\$500,000	\$0	\$1,000,000	\$525,000	\$1,525,000



# BI-24-RC-30: South Mill Pond Playground

Department	Recreation
Project Location	<a href="#">South Mill Pond Playground</a>
Project Type	Rehabilitation of a Facility
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Moderate (\$50,000 to \$100,000)



**Description:** This project would be to replace the existing South Mill playground with a new, universal design ADA compliant, age-friendly inclusive playground. Along with the playground overhaul, would be the addition of restroom facilities. The ADA compliant, family-friendly facilities would replace the port-a-potties. This area is heavily utilized throughout the year with pickleball, basketball, and tennis courts nearby, as well as Leary Field and the dog park. This area is also host to multiple city events such as the fireworks, farmer's market, and Easter Egg Hunt.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

- Studies Identified & Useful Website Links:
- [Recreation Department](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY24-29 CIP:

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$600,000				\$900,000		\$1,500,000	\$0	\$1,500,000
Other (Rolling Stock)	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP (Rotary)	0%							\$0	\$15,000	\$15,000
Totals		\$600,000	\$0	\$0	\$0	\$900,000	\$0	\$1,500,000	\$15,000	\$1,515,000

# BI-12-RC-32: Additional Outdoor Recreation Fields

Department	Recreation Department
Project Location	<a href="#">100 Campus Drive/680 Peverly Hill Road</a>
Project Type	Construction or Expansion of a New Public Facility or Public Infrastructure.
Commence FY	2026
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Minimal (\$5,002 to \$50,000)



**Description:** This project will fund the design and construction of an additional field and related amenities at the property behind the City's Public Works facility. Previous funding was utilized to acquire the land and complete construction of the first field. The project is being constructed in phases due to projected costs. Funding will be required for a third phase to realize the site's full potential for adding to the city's field inventory.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

- Studies Identified & Useful Website Links:
- [Athletic Field – Project Page](#)
  - [Comprehensive Recreation Needs Study 2010](#)
  - [2022 Updated Recreation Needs Study](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

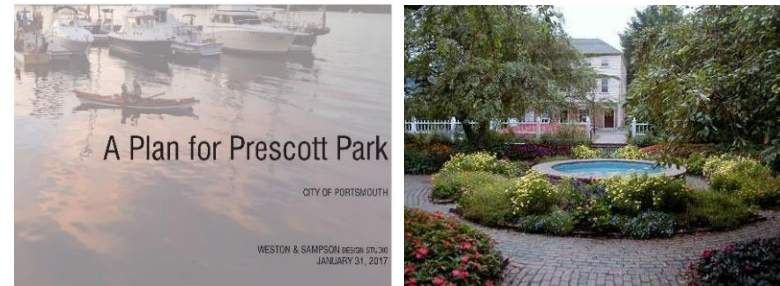
Notes of Changes in Funding Plan from FY24-29 CIP:

Moved funding to FY25 for construction per direction from the City Council. Added monies in FY29 funding for design and FY30 funding for completion of Phase III.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	3%					\$100,000		\$100,000	\$100,000	\$200,000
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	97%	\$3,000,000					\$3,000,000	\$6,000,000	\$0	\$6,000,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$3,000,000	\$0	\$0	\$0	\$100,000	\$3,000,000	\$6,100,000	\$100,000	\$6,200,000

## BI-19-PW-41: Prescott Park Master Plan Implementation

Department	Public Works Department
Project Location	<a href="#">Prescott Park</a>
Project Type	Rehabilitation of an Existing Facilities
Commence FY	Ongoing
Priority	A (Needed in the next 0 to 3 years)
Impact on Operating Budget	High (\$100,001 or more)



**Description:** The City Council adopted [the Prescott Park Master Plan](#) in 2017. The plan calls for extensive park-wide reconfiguration, restructuring services and developing new park policies. Renovation to the park presents opportunities to plan for climate adaptation, preserve antique historic structures, accommodate performances and event spaces, and ensure iconic Portsmouth places continue to serve the public.

### Studies Identified & Useful Website Links:

- [Prescott Park Master Plan Implementation Committee/Project Page](#)
  - [Prescott Park Master Plan 2017](#)
  - [Prescott Park Implementation Committee](#)
  - [Prescott Park Advisory Committee](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

PPP funding was removed due to a lack of committed Partnerships. FY26 bonding was moved due to funding constraints. FY25 funding is for facility upgrades and climate change improvements along the water.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	6%		\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000	\$125,000	\$750,000
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	94%	\$4,500,000			\$1,750,000	\$1,750,000		\$8,000,000	\$4,075,000	\$12,075,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$4,500,000	\$125,000	\$125,000	\$1,875,000	\$1,875,000	\$125,000	\$8,625,000	\$4,200,000	\$12,825,000

## BI-01-PW-48: Citywide Facilities Capital Improvements

Department	Public Works Department
Project Location	Citywide
Project Type	Rehabilitation of a Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The Public Works Department is responsible for maintaining all General Fund municipal facilities. These City facilities serve multiple uses. Many facilities need to be updated due to age and usage. A backlog of projects is shown on the next page.

### Studies Identified & Useful Website Links:

- [Facility Condition Assessment 2015](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

Annual funding requests have been increased to adjust for the upsurge in current construction bid pricing. Funding was added to FY25 for a roof repair at Fire Station 2.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$850,000	\$1,100,000	\$550,000	\$550,000	\$1,100,000	\$550,000	\$4,700,000	\$2,500,000	\$7,200,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$850,000	\$1,100,000	\$550,000	\$550,000	\$1,100,000	\$550,000	\$4,700,000	\$2,500,000	\$7,200,000

## **BI-01-PW-48 : Citywide Facilities Capital Improvements**

- Fire Station 2 Roof Replacement
- 95 Mechanic Street
- City Hall Archive
- City Hall Dept. Renovations
- IT Infrastructure associated with city facilities
- City Hall (Rear) Masonry Repointing And Sealing
- City Hall New Carpet Throughout
- City Hall New Paint Throughout
- DPW Complex
- Connor's Cottage Basement / Drainage Project
- Connor's Cottage Basement and Tunnel Renovations
- South Meeting House
- Facilities Safety Inspection Action Items
- Discovery Center Handicap Accessibility



# TSM-25-PW-63: Greenleaf Avenue Sidewalk

Department	Public Works Department
Project Location	Greenleaf Avenue at Hillside Drive
Project Type	Construction or Expansion of a Public Facility, Street or Utility
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

**Description:** This sidewalk project is at the request of residents from the Hillside Drive Neighborhood. Recent installation of a fence has limited residents’ access to South Street. This sidewalk will run from the lower entrance of Hillside Drive along the northern side of Greenleaf Avenue and Western side of Lafayette Road to the South Street traffic signal.

Studies Identified & Useful Website Links:

- [Public Works Homepage](#)

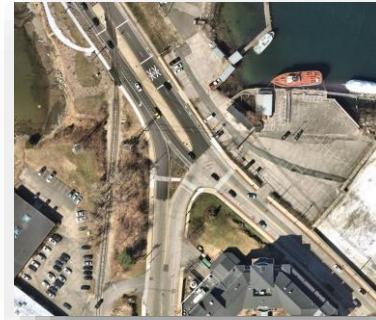
Notes of Changes in Funding Plan from FY24-29 CIP:

New project for FY25. Voted as a submission by the Planning Board. Staff developed the opinion of cost.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$400,000						\$400,000	\$0	\$400,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP (Walmart)	0%							\$0	\$0	\$0
Totals		\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$400,000

# TSM-16-PL-71: Russell/Market Intersection Upgrade

Department	Planning and Sustainability Department/Public Works Department
Project Location	<a href="#">Russell and Market Streets</a>
Project Type	Rehabilitation of a Facility
Commence FY	2026
Priority	B (needed within 4 to 6 years)
Impact on Operating Budget	Minimal (\$5,001 to \$50,000)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	Y
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The volume of traffic at the intersection of Russell Street and Market Street has increased over time. Traffic is expected to continue to increase due to nearby private development projects. Improvements are needed to address traffic flow and safety. This work would complement the recently completed Market Street Gateway Project. In addition, this project will progress in conjunction with the upcoming Market Street railroad crossing reconstruction project by NHDOT and coordinate with adjacent development.

**Studies Identified & Useful Website Links:**

- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

**Notes of Changes in Funding Plan from FY24-29 CIP:**

Funding was changed to match the updated NHDOT 10-year plan funding and schedule.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	9%							\$0	\$200,000	\$200,000
Fed/ State (NHDOT)	68%		\$240,193		\$64,573	\$1,145,070		\$1,449,836	\$0	\$1,449,836
Bond/ Lease	17%	\$365,000						\$365,000	\$0	\$365,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP (developers)	6%							\$0	\$117,500	\$117,500
	<b>Totals</b>	<b>\$365,000</b>	<b>\$240,193</b>	<b>\$0</b>	<b>\$64,573</b>	<b>\$1,145,070</b>	<b>\$0</b>	<b>\$1,814,836</b>	<b>\$317,500</b>	<b>\$2,132,336</b>

## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

Department	Public Works Department
Project Location	<a href="#">Fleet Street</a>
Project Type	Rehabilitation of a Facility
Commence FY	2020
Priority	A (needed (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's [Long Term Control Plan](#) and [Supplemental Compliance Plan](#). The project includes water, sewer, drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the Water and Sewer Enterprise Funds and the General Fund.

Given the scope of this project, it will need to be completed in phases. Phase 1, a new drain line from the [North Mill Pond](#), was addressed with FY24 Funding. Phase 2 will be the [Vaughan Mall](#) and upper [Congress Street](#) area. Phase 3 will be [Fleet Street](#) from [Hanover Street](#) to [Court Street](#) as well as a potential expansion of the project limits as determined during the design.

Downtown Aerial Utilities Underground (BI-21-PW-43) project is being funded to bury the Fleet Street overhead utilities. Market Square Upgrade project (TSM-15-PW-61) will be coordinated with this project.

### Studies Identified & Useful Website Links:

- [Fleet Street Reconstruction Project Page](#)
- [Long Term Control Plan Update 2010](#);
- [CSO Supplemental Compliance Plan 2017](#)
  - [Public Works Department](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

Added funding to FY25 to prioritize and expedite Vaughan Mall corridor.



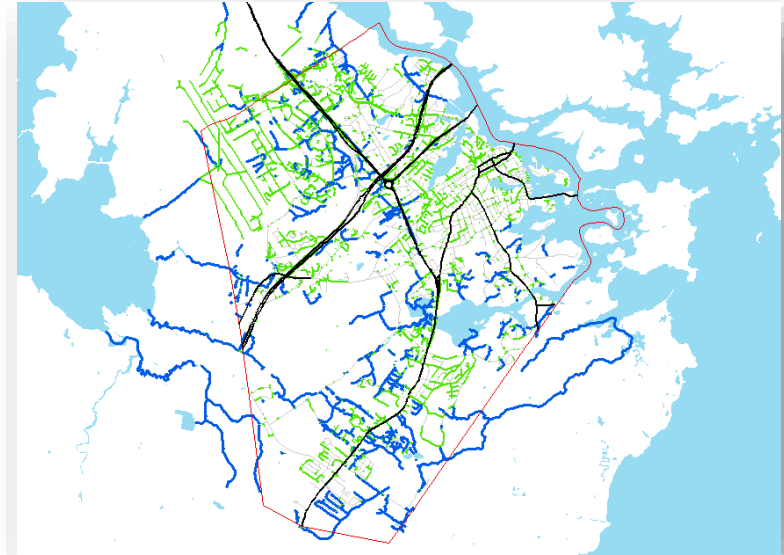
## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	0%							\$0	\$0	\$0
	GF-Bond/ Lease	21%	\$1,000,000	\$2,000,000					\$3,000,000	\$0	\$3,000,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	21%	\$1,000,000	\$2,000,000					\$3,000,000	\$0	\$3,000,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	58%	\$1,000,000	\$3,000,000					\$4,000,000	\$4,200,000	\$8,200,000
	PPP	0%							\$0	\$0	\$0
Total General Fund		21%	\$1,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$3,000,000
Total Water Fund		21%	\$1,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$3,000,000
Total Sewer Fund		58%	\$1,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$4,000,000	\$4,200,000	\$8,200,000
<b>Totals</b>			<b>\$3,000,000</b>	<b>\$7,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000,000</b>	<b>\$4,200,000</b>	<b>\$14,200,000</b>

## COM-15-PW-96: Citywide Storm Drainage Improvements

Department	Public Works Department
Project Location	Citywide
Project Type	Construction or expansion of a new public facility, street or utility
Commence FY	Ongoing
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	



**Description:** The City owns and maintains storm drains, catch basins and outfalls. Many of these structures are failing and need upgrades. Drainage improvements are upgraded as part of specific capital projects, roadway reconstruction and prior to annual paving. In addition to pipe work, the existing stormwater ponds and swales need to be maintained.

Funding for this work will come from the Sewer Enterprise Fund and the General Fund.

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Stormwater Master Plan 2007</a></li> <li>• <a href="#">Department of Public Works</a></li> <li>• <a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY24-29 CIP:
Increase in funding due to upsurge in current construction bid costs

## COM-15-PW-96: Citywide Storm Drainage Improvements

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/State (ARPA)	8%							\$0	\$600,000	\$600,000
	GF-Capital Outlay	10%							\$0	\$800,000	\$800,000
	GF-Bond/ Lease	38%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$0	\$3,000,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	7%							\$0	\$550,000	\$550,000
	Bond/Lease	38%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$0	\$3,000,000
	PPP	0%							\$0	\$0	\$0

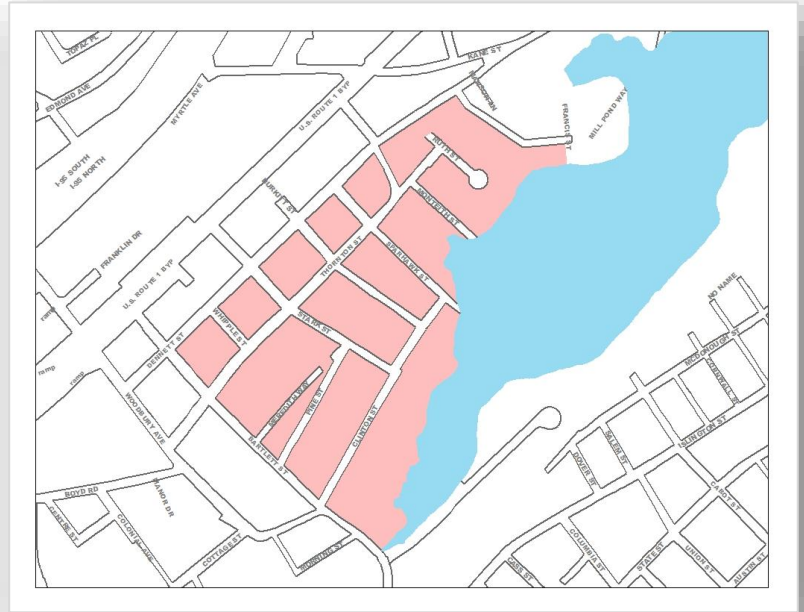
Total General Fund	55%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$1,400,000	\$4,400,000
Total Water Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Sewer Fund	45%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$550,000	\$3,550,000

<b>Totals</b>		<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$6,000,000</b>	<b>\$1,950,000</b>	<b>\$7,950,000</b>
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## COM-22-PW-99: The Creek Neighborhood Reconstruction

Department	Public Works
Project Location	<a href="#">Dennett Street</a> to <a href="#">North Mill Pond</a> to <a href="#">Bartlett Street</a>
Project Type	Construction or expansion of a public facility, street, or utility
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y



**Description:** This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase one will include design and the development of the phased implementation plan.

Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Stormwater Master Plan 2007</a></li> <li>• <a href="#">Department of Public Works</a></li> <li>• <a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY24-29 CIP:

## COM-22-PW-99: The Creek Neighborhood Reconstruction

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0.0%							\$0	\$0	\$0
	GF-Capital Outlay	0.0%							\$0	\$0	\$0
	GF-Bond/ Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	Other	0.0%							\$0	\$0	\$0
	PPP	0.0%							\$0	\$0	\$0
Water	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0
Sewer	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0

Total General Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Water Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Sewer Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000

<b>Totals</b>		<b>\$1,500,000</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$3,000,000</b>	<b>\$0</b>	<b>\$6,900,000</b>	<b>\$0</b>	<b>\$6,900,000</b>
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## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 15, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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 Fifty Thousand Dollars (\$4,050,000.00) related to:

- Water Storage Tanks Improvements,
- Madbury Water Treatment Plant – Facility Repair and Improvements,
- Fleet Street Utilities Upgrade and Streetscape,
- DPW Complex Improvements, and
- The Creek Neighborhood Reconstruction

The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-FOUR  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # XX – 2024**

**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 Fifty Thousand Dollars (\$4,050,000) related to:**

- **Water Storage Tanks Improvements,**
- **Madbury Water Treatment Plant – Facility Repair and Improvements,**
- **Fleet Street Utilities Upgrade and Streetscape,**
- **DPW Complex Improvements, and**
- **The Creek Neighborhood Reconstruction.**

**RESOLVED:**

**THAT,** the sum of up to **Four Million Fifty Thousand Dollars (\$4,050,000)** is appropriated for:

<b>Water Projects</b>	<b>Estimated Project Cost</b>	<b>Useful Life</b>
Water Storage Tanks Improvements	\$ 400,000	30 yrs
Madbury Water Treatment Plant - Facility Repair and Improvements	\$ 650,000	30 yrs
Fleet Street Utilities Upgrade and Streetscape	\$ 1,000,000	30 yrs
DPW Complex Improvements	\$ 1,500,000	30 yrs
The Creek Neighborhood Reconstruction	\$ 500,000	30 yrs
<b>Total</b>	<b>\$ 4,050,000</b>	

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 Fifty Thousand Dollars (\$4,050,000)** 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 projects is set forth above, and;

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

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**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

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



## EF-22-WD-85: Water Storage Tanks Improvements

Department	Public Works – Water Division
Project Location	<a href="#">Lafayette Road</a>
Project Type	Rehabilitation of a Facility
Commence FY	2023
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** This CIP item accounts for the on-going need to repair and improve the conditions of our water storage tanks beyond routine painting. Currently the Lafayette Road Water Storage Tank needs painting, however, due to its very large capacity (7.5 MG) the water in this storage tank does not turnover and mix sufficiently. This causes declines in residual chlorine disinfectant. An engineering assessment needs to be performed to evaluate options for improving this tank's performance and minimizing water quality issues associated with inadequate mixing. Funds for tank improvement design are also included for planning purposes. After the engineering assessment, construction costs will be adjusted accordingly.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

### Studies Identified & Useful Website Links:

- [Water Department](#)
- [FY23-FY28 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	98%	\$400,000		\$4,000,000				\$4,400,000	\$0	\$4,400,000
Other	0%							\$0	\$0	\$0
Revenues	2%							\$0	\$100,000	\$100,000
PPP	0%							\$0	\$0	\$0
	Totals	\$400,000	\$0	\$4,000,000	\$0	\$0	\$0	\$4,400,000	\$100,000	\$4,500,000

## EF-22-WD-86: Madbury Water Treatment Plant - Facility Repair and Improvements

Department	Public Works – Water Division
Project Location	Madbury Water Treatment Plant
Project Type	Rehabilitation of a Facility
Commence FY	2026
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The City's surface water treatment facility located in Madbury began operation in 2011. Since that time, facility maintenance items have been covered by operational line-item budgets. After more than ten years of continuous operation, the facility is beginning to see wear that needs to be addressed with more than annual maintenance. These items include the replacement of the water treatment filter media, replacement of water pump drives, the purchase of a backup finished water pump, replacement of building siding, and the construction of a storage shed for equipment and spare parts.

### Studies Identified & Useful Website Links:

- [Water Department](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	72%	\$650,000						\$650,000	\$0	\$650,000
Other	0%							\$0	\$0	\$0
Revenues	28%		\$125,000	\$125,000				\$250,000	\$0	\$250,000
PPP	0%							\$0	\$0	\$0
	Totals	\$650,000	\$125,000	\$125,000	\$0	\$0	\$0	\$900,000	\$0	\$900,000

## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

Department	Public Works Department
Project Location	<a href="#">Fleet Street</a>
Project Type	Rehabilitation of a Facility
Commence FY	2020
Priority	A (needed (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	

**Description:** The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's [Long Term Control Plan](#) and [Supplemental Compliance Plan](#). The project includes water, sewer, drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the Water and Sewer Enterprise Funds and the General Fund.

Given the scope of this project, it will need to be completed in phases. Phase 1, a new drain line from the [North Mill Pond](#), was addressed with FY24 Funding. Phase 2 will be the [Vaughan Mall](#) and upper [Congress Street](#) area. Phase 3 will be [Fleet Street](#) from [Hanover Street](#) to [Court Street](#) as well as a potential expansion of the project limits as determined during the design.

Downtown Aerial Utilities Underground (BI-21-PW-43) project is being funded to bury the Fleet Street overhead utilities. Market Square Upgrade project (TSM-15-PW-61) will be coordinated with this project.

### Studies Identified & Useful Website Links:

- [Fleet Street Reconstruction Project Page](#)
- [Long Term Control Plan Update 2010](#);
- [CSO Supplemental Compliance Plan 2017](#)
  - [Public Works Department](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

Added funding to FY25 to prioritize and expedite Vaughan Mall corridor.

## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

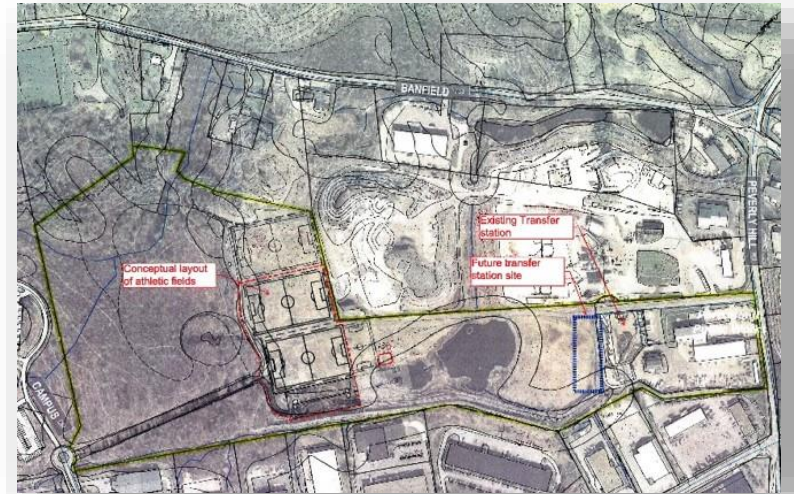
			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	0%							\$0	\$0	\$0
	GF-Bond/ Lease	21%	\$1,000,000	\$2,000,000					\$3,000,000	\$0	\$3,000,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	21%	\$1,000,000	\$2,000,000					\$3,000,000	\$0	\$3,000,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	58%	\$1,000,000	\$3,000,000					\$4,000,000	\$4,200,000	\$8,200,000
	PPP	0%							\$0	\$0	\$0
Total General Fund		21%	\$1,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$3,000,000
Total Water Fund		21%	\$1,000,000	\$2,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$3,000,000
Total Sewer Fund		58%	\$1,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$4,000,000	\$4,200,000	\$8,200,000
<b>Totals</b>			<b>\$3,000,000</b>	<b>\$7,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000,000</b>	<b>\$4,200,000</b>	<b>\$14,200,000</b>

## COM-20-PW-98: DPW Complex Improvements

Department	Public Works Department
Project Location	<a href="#">Department of Public Works (680 Peverly Hill Road)</a>
Project Type	Rehabilitation of a Facility
Commence FY	2027
Priority	B (needed within 4 to 6 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li><a href="#">Stormwater Master Plan 2007</a></li> <li><a href="#">Public Works Department</a></li> <li><a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>



**Description:** The Department of [Public Works Municipal Complex](#) needs improvements to optimize efficiency. This project will provide upgrades to improve water and sewer divisions operations including high bay storage for critical equipment, which requires indoor storage. Funding will be used to complete design, permitting and construction.

Funding for this project will come from the Water and Sewer Enterprise Funds.

Notes of Changes in Funding Plan from FY24-29 CIP:

## COM-20-PW-98: DPW Complex Improvements

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	0%							\$0	\$0	\$0
	GF-Bond/ Lease	0%							\$0	\$0	\$0
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	50%	\$1,500,000						\$1,500,000	\$1,000,000	\$2,500,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	50%	\$1,500,000						\$1,500,000	\$1,000,000	\$2,500,000
	PPP	0%							\$0	\$0	\$0

Total General Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000
Total Sewer Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000

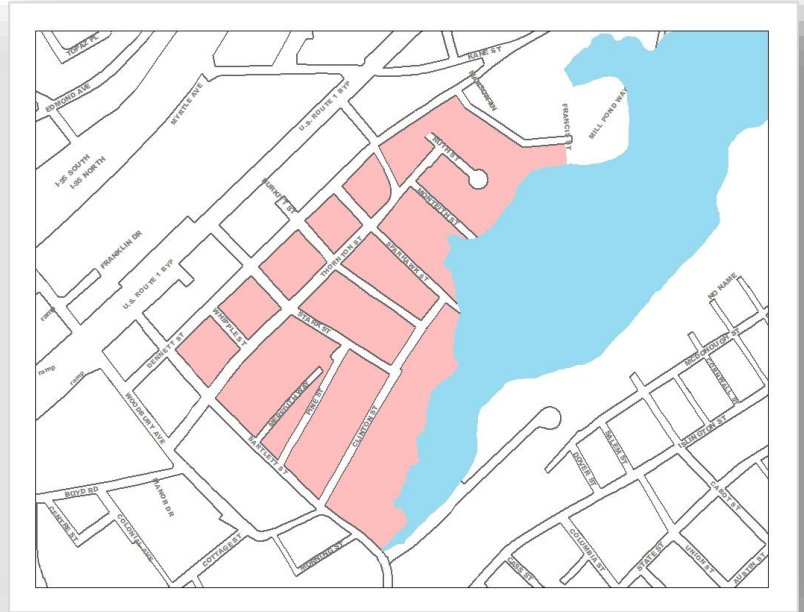
<b>Totals</b>		<b>\$3,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000,000</b>	<b>\$2,000,000</b>	<b>\$5,000,000</b>
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## COM-22-PW-99: The Creek Neighborhood Reconstruction

Department	Public Works
Project Location	<a href="#">Dennett Street</a> to <a href="#">North Mill Pond</a> to <a href="#">Bartlett Street</a>
Project Type	Construction or expansion of a public facility, street, or utility
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y



**Description:** This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase one will include design and the development of the phased implementation plan.

Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Stormwater Master Plan 2007</a></li> <li>• <a href="#">Department of Public Works</a></li> <li>• <a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY24-29 CIP:

## COM-22-PW-99: The Creek Neighborhood Reconstruction

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0.0%							\$0	\$0	\$0
	GF-Capital Outlay	0.0%							\$0	\$0	\$0
	GF-Bond/ Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	Other	0.0%							\$0	\$0	\$0
	PPP	0.0%							\$0	\$0	\$0
Water	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0
Sewer	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0

Total General Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Water Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Sewer Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000

<b>Totals</b>		<b>\$1,500,000</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$3,000,000</b>	<b>\$0</b>	<b>\$6,900,000</b>	<b>\$0</b>	<b>\$6,900,000</b>
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## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 15, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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 Thirty Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000.00) for costs related to:

- Pease Wastewater Treatment Facility,
- Wastewater Pumping Station Improvements,
- Sewer Service Funding for Sagamore Avenue Area Sewer Extension,
- Mechanic Street Pumping Station Upgrade,
- Peirce Island Wastewater Treatment Facility,
- Fleet Street Utilities Upgrade and Streetscape,
- Citywide Storm Drainage Improvements,
- DPW Complex Improvements, and
- The Creek Neighborhood Reconstruction

The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

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- Sewer Service Funding for Sagamore Avenue Area Sewer Extension,
- Mechanic Street Pumping Station Upgrade,
- Peirce Island Wastewater Treatment Facility,
- Fleet Street Utilities Upgrade and Streetscape,
- Citywide Storm Drainage Improvements,
- DPW Complex Improvements, and
- The Creek Neighborhood Reconstruction

The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY-FOUR  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # XX – 2024**

**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 Thirty-Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000) for costs related to:**

- **Pease Wastewater Treatment Facility,**
- **Wastewater Pumping Station Improvements,**
- **Sewer Service Funding for Sagamore Avenue Area Sewer Extension,**
- **Mechanic Street Pumping Station Upgrade,**
- **Peirce Island Wastewater Treatment Facility,**
- **Fleet Street Utilities Upgrade and Streetscape,**
- **Citywide Storm Drainage Improvements,**
- **DPW Complex Improvements, and**
- **The Creek Neighborhood Reconstruction.**

**RESOLVED:**

**THAT** that the sum of up to **Thirty-Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000)** is appropriated for:

<b>Sewer Projects</b>	<b>Estimated Project Cost</b>	<b>Useful Life</b>
Pease Wastewater Treatment Facility	\$ 20,000,000	30 yrs
Wastewater Pumping Station Improvements	\$ 700,000	30 yrs
Sewer Service Funding for Sagamore Avenue Area Sewer Extension	\$ 365,000	30 yrs
Mechanic Street Pumping Station Upgrade	\$ 3,000,000	30 yrs
Peirce Island Wastewater Treatment Facility	\$ 1,900,000	30 yrs
Fleet Street Utilities Upgrade and Streetscape	\$ 7,000,000	30 yrs
Citywide Storm Drainage Improvements	\$ 500,000	30 yrs
DPW Complex Improvements	\$ 1,500,000	30 yrs
The Creek Neighborhood Reconstruction	\$ 500,000	30 yrs
<b>Total</b>	<b>\$ 35,465,000</b>	

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 **Thirty-Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000)** 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 projects is set forth above, and;

**THAT** this Resolution shall take effect upon its passage.

**APPROVED:**

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**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**

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

**EF-12-SD-88: Pease Wastewater Treatment Facility**

Department	Public Works – Sewer Division
Project Location	Pease WWTF at Corporate Dr
Project Type	Upgrade of Existing Facilities
Commence FY	2022
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	High (\$100,000 or more)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	Y
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

**Description:** The Pease Treatment Facility was original constructed in the 1950s and was upgraded in the 1990s. Selected upgrades have been completed since the 1990s with the Headworks and primary clarifier project completed in 2021. Much of the facility has exceeded its useful lifespan and needs replacement. The City received an updated NPDES permit allowing for an increase in design flow rate from 1.2 million gallons per day to 1.77 million gallons per day. This increase in flow was to accommodate a request from Lonza Biologics for potential expansion of their manufacturing capacity. In February 2023, the City was notified that the request for an increase in flow was no longer required due to water conservation upgrades and manufacturing process changes completed by Lonza Biologics. Since no additional flow is required to accommodate Lonza’s expansion needs, the City is changing its project scope to only include critical refurbishment of existing equipment. Initial engineering design for the necessary upgrades is underway. Funding under the bond category represents the costs to design and construct replacement of aged equipment at the existing facility. Costs are preliminary and will be refined as the design moves forward. The City is working to fund this project using revolving loan funds (SRF) to take advantage of principal forgiveness, lower interest rates and favorable construction financing.

## Studies Identified &amp; Useful Website Links:

- [Pease Wastewater Facility NPDES Permit Renewal 2019](#)
  - [Pease Wastewater Treatment Facility](#)
  - [FY23-FY28 CIP \(Prior Year\) Project Sheet](#)

## Notes of Changes in Funding Plan from FY24-29 CIP:

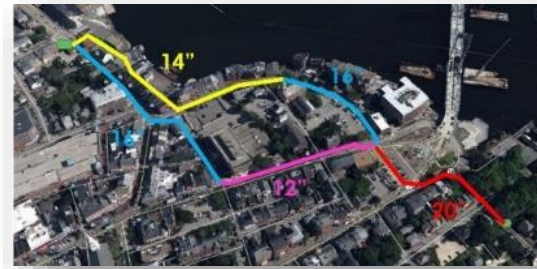
Increase to FY25 based on increased costs of construction quotes

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State (ARPA)	15%	\$5,000,000						\$5,000,000	\$450,000	\$5,450,000
Bond/ Lease	82%	\$20,000,000						\$20,000,000	\$9,250,000	\$29,250,000
Other	0%							\$0	\$0	\$0
Revenues	2%							\$0	\$800,000	\$800,000
PPP	0%							\$0	\$0	\$0
	Totals	\$25,000,000	\$0	\$0	\$0	\$0	\$0	\$25,000,000	\$10,500,000	\$35,500,000

## EF-17-SD-91: Wastewater Pumping Station Improvements

Department	Public Works – Sewer Division
Project Location	Citywide
Project Type	Rehabilitation of Existing Facility
Commence FY	Ongoing
Priority	O (ongoing or programmatic)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	Y
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	



**Description:** The City owns and operates twenty wastewater pumping stations. The projected life span of a pumping station is twenty years. This project plans for the replacement or major rehabilitation of pumping stations and/or force mains that have not been included as separate projects in the CIP. The work will generally follow the recommendations detailed in the Wastewater Pumping Station Master Plan dated 2019. FY25 funding increase will be used to fund isolation and repair activities to improve reliability.

### Studies Identified & Useful Website Links:

- [Wastewater Pump Station Master Plan 2019](#)
- [Projects Page – Department of Public Works](#)
  - [Wastewater Pumping Stations Page](#)
  - [Water and Wastewater Division Page](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

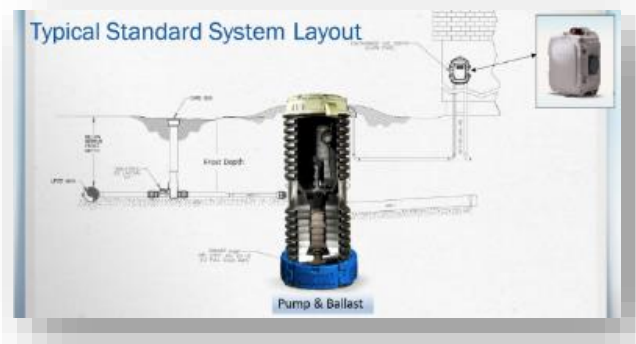
### Notes of Changes in Funding Plan from FY24-29 CIP:

FY25 funding increased due to repair project costs.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	94%	\$700,000		\$500,000		\$500,000		\$1,700,000	\$1,900,000	\$3,600,000
Other	0%							\$0	\$0	\$0
Revenues	6%							\$0	\$250,000	\$250,000
PPP	0%							\$0	\$0	\$0
	Totals	\$700,000	\$0	\$500,000	\$0	\$500,000	\$0	\$1,700,000	\$2,150,000	\$3,850,000

# EF-22-SD-92: Sewer Service Funding For Sagamore Avenue Area Sewer Extension

Department	Public Works – Sewer Division
Project Location	Portions of <a href="#">Sagamore Ave</a> & Wentworth House Road; <a href="#">Cliff Road</a> , <a href="#">Walker Bungalow Road</a> & <a href="#">Sagamore Grove</a>
Project Type	Construction or Expansion of a Public Facility, Street or Utility
Commence FY	2022
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** The City has advanced this project to gain pricing for the private side work for converting existing septic systems to a pumped sewer connection. Bids were received in August 2021 and pricing was found to be higher than anticipated. The project will be re-bid and updated price acquired. City staff will present updated rate information to the City Council to conclude an approach to the cost sharing proposal. This item sets aside funds in anticipation of City Council action.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	Y
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	

### Studies Identified & Useful Website Links:

- Consent Decree Second Modification.
- [Sagamore Ave Sewer Extension Project Page](#)
- [Water and Wastewater Division Page](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$365,000	\$365,000	\$365,000	\$365,000			\$1,460,000	\$1,865,000	\$3,325,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$365,000	\$365,000	\$365,000	\$365,000	\$0	\$0	\$1,460,000	\$1,865,000	\$3,325,000

## EF-13-SD-93: Mechanic Street Pumping Station Upgrade

Department	Public Works – Sewer Division
Project Location	<a href="#">113 Mechanic Street</a>
Project Type	Upgrade of Existing Facilities
Commence FY	2030
Priority	C (needed after 6 years)
Impact on Operating Budget	Reduce (will reduce operating costs)



**Description:** The Mechanic Street Wastewater Pumping Station is the largest in the City. Recent failures at the site indicate a comprehensive replacement and upgrade are required. Applications for State and Federal grant monies have been made. FY25 monies will be for design with grant monies and City match following in FY27.

### Studies Identified & Useful Website Links:

- [Wastewater Pump Station Master Plan 2019](#)
  - Lifespan Evaluation (ongoing)
- [Water and Wastewater Division Page](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

### Notes of Changes in Funding Plan from FY24-29 CIP:

Schedule of project has changed; funding reflects new schedule.

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	39%			\$10,000,000				\$10,000,000	\$0	\$10,000,000
Bond/ Lease	61%	\$3,000,000		\$10,000,000				\$13,000,000	\$2,500,000	\$15,500,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$50,000	\$50,000
PPP	0%							\$0	\$0	\$0
Totals		\$3,000,000	\$0	\$20,000,000	\$0	\$0	\$0	\$23,000,000	\$2,550,000	\$25,550,000



## EF-24-SD-94: Peirce Island Wastewater Treatment Facility

Department	Public Works – Sewer Division
Project Location	<a href="#">Peirce Island Wastewater Treatment Facility (200 Peirce Island Road)</a>
Project Type	Equipment, Non-vehicular
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Moderate (\$50,000 to \$100,000)



**Description:** The Peirce Island Wastewater Treatment Facility was officially put online in the spring of 2020. Portions of the facility have been operational since an upgrade in 2015. The City is planning for the long-term improvements needed at this facility to address capital equipment replacement, permit modifications and operational needs over time. The FY25 funds are for a 3rd inclined screw press for sludge de-watering. This 3rd press will allow for redundancy to improve reliable sludge de-watering operations.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	
Improves Quality of or Provides Added Capacity to Existing Services	
Reduces Long-Term Operating Costs	Y
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	

### Studies Identified & Useful Website Links:

- [Peirce Island Wastewater Facility Upgrade Project Page](#)
  - [Water and Wastewater Division Page](#)
  - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

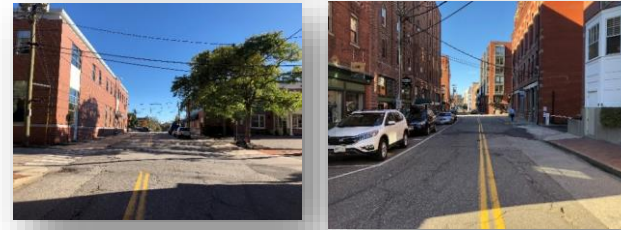
### Notes of Changes in Funding Plan from FY24-29 CIP:

Multiple Projects Cited in Cost Estimate – current project to be \$4.9 million

		FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$1,900,000	\$1,500,000	\$1,500,000				\$4,900,000	\$0	\$4,900,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$1,900,000	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$4,900,000	\$0	\$4,900,000

## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

Department	Public Works Department
Project Location	<a href="#">Fleet Street</a>
Project Type	Rehabilitation of a Facility
Commence FY	2020
Priority	A (needed (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



**Description:** The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's [Long Term Control Plan](#) and [Supplemental Compliance Plan](#). The project includes water, sewer, drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the Water and Sewer Enterprise Funds and the General Fund.

Given the scope of this project, it will need to be completed in phases. Phase 1, a new drain line from the [North Mill Pond](#), was addressed with FY24 Funding. Phase 2 will be the [Vaughan Mall](#) and upper [Congress Street](#) area. Phase 3 will be [Fleet Street](#) from [Hanover Street](#) to [Court Street](#) as well as a potential expansion of the project limits as determined during the design.

Downtown Aerial Utilities Underground (BI-21-PW-43) project is being funded to bury the Fleet Street overhead utilities. Market Square Upgrade project (TSM-15-PW-61) will be coordinated with this project.

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	

### Notes of Changes in Funding Plan from FY24-29 CIP:

Added funding to FY25 to prioritize and expedite Vaughan Mall corridor.

**\*\*\*NOTE\*\*\* FUNDING FOR FY25 changed after the passage of the budget due to the anticipation of a SRF loan. Monies from FY26 moved forward to FY25 (\$1 million – General Fund, \$2 million – Water Fund, and \$3 million – Sewer Fund.) \$1 million remains as a request for FY26 from the General Fund.**

### Studies Identified & Useful Website Links:

- [Fleet Street Reconstruction Project Page](#)
- [Long Term Control Plan Update 2010;](#)
- [CSO Supplemental Compliance Plan 2017](#)
  - [Public Works Department](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

## COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

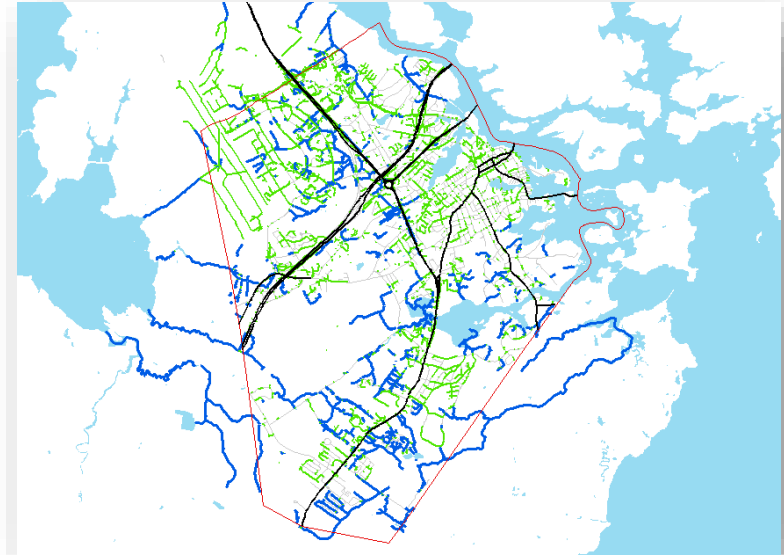
			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals	
General Fund	Fed/ State	0%							\$0	\$0	\$0	
	GF-Capital Outlay	0%							\$0	\$0	\$0	
	GF-Bond/ Lease	14%	\$1,000,000	\$1,000,000					\$2,000,000	\$0	\$2,000,000	
	Other	0%							\$0	\$0	\$0	
	PPP	0%							\$0	\$0	\$0	
Water	Revenues	0%							\$0	\$0	\$0	
	Bond/Lease	7%	\$1,000,000						\$1,000,000	\$0	\$1,000,000	
	PPP	0%							\$0	\$0	\$0	
Sewer	Revenues	0%							\$0	\$0	\$0	
	Bond/Lease	79%	\$7,000,000						\$7,000,000	\$4,200,000	\$11,200,000	
	PPP	0%							\$0	\$0	\$0	
<b>Total General Fund</b>			14%	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
<b>Total Water Fund</b>			7%	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
<b>Total Sewer Fund</b>			79%	\$7,000,000	\$0	\$0	\$0	\$0	\$0	\$7,000,000	\$4,200,000	\$11,200,000
<b>Totals</b>				<b>\$9,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000,000</b>	<b>\$4,200,000</b>	<b>\$14,200,000</b>

Revised from CIP FY25-30

## COM-15-PW-96: Citywide Storm Drainage Improvements

Department	Public Works Department
Project Location	Citywide
Project Type	Construction or expansion of a new public facility, street or utility
Commence FY	Ongoing
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	Y
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	



**Description:** The City owns and maintains storm drains, catch basins and outfalls. Many of these structures are failing and need upgrades. Drainage improvements are upgraded as part of specific capital projects, roadway reconstruction and prior to annual paving. In addition to pipe work, the existing stormwater ponds and swales need to be maintained.

Funding for this work will come from the Sewer Enterprise Fund and the General Fund.

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Stormwater Master Plan 2007</a></li> <li>• <a href="#">Department of Public Works</a></li> <li>• <a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY24-29 CIP:
Increase in funding due to upsurge in current construction bid costs

## COM-15-PW-96: Citywide Storm Drainage Improvements

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/State (ARPA)	8%							\$0	\$600,000	\$600,000
	GF-Capital Outlay	10%							\$0	\$800,000	\$800,000
	GF-Bond/ Lease	38%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$0	\$3,000,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	7%							\$0	\$550,000	\$550,000
	Bond/Lease	38%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$0	\$3,000,000
	PPP	0%							\$0	\$0	\$0

Total General Fund	55%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$1,400,000	\$4,400,000
Total Water Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Sewer Fund	45%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$550,000	\$3,550,000

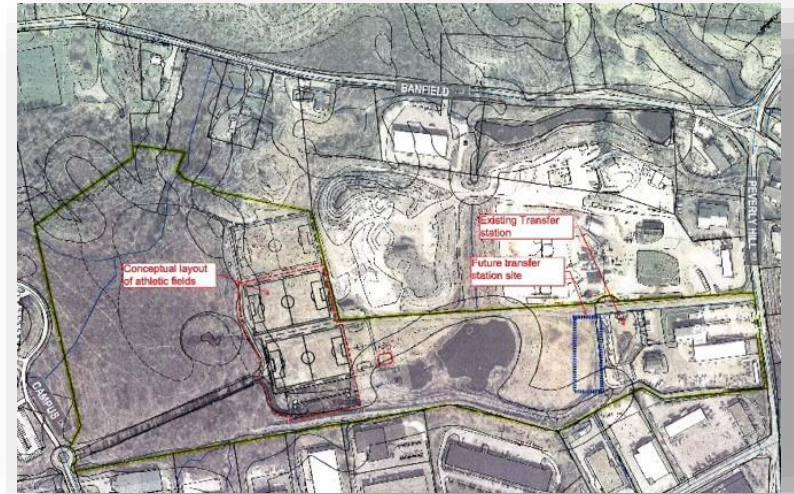
<b>Totals</b>		<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$6,000,000</b>	<b>\$1,950,000</b>	<b>\$7,950,000</b>
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## COM-20-PW-98: DPW Complex Improvements

Department	Public Works Department
Project Location	<a href="#">Department of Public Works (680 Peverly Hill Road)</a>
Project Type	Rehabilitation of a Facility
Commence FY	2027
Priority	B (needed within 4 to 6 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> <li><a href="#">Stormwater Master Plan 2007</a></li> <li><a href="#">Public Works Department</a></li> <li><a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>



**Description:** The Department of [Public Works Municipal Complex](#) needs improvements to optimize efficiency. This project will provide upgrades to improve water and sewer divisions operations including high bay storage for critical equipment, which requires indoor storage. Funding will be used to complete design, permitting and construction.

Funding for this project will come from the Water and Sewer Enterprise Funds.

Notes of Changes in Funding Plan from FY24-29 CIP:

## COM-20-PW-98: DPW Complex Improvements

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	0%							\$0	\$0	\$0
	GF-Bond/ Lease	0%							\$0	\$0	\$0
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	50%	\$1,500,000						\$1,500,000	\$1,000,000	\$2,500,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	0%							\$0	\$0	\$0
	Bond/Lease	50%	\$1,500,000						\$1,500,000	\$1,000,000	\$2,500,000
	PPP	0%							\$0	\$0	\$0

Total General Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000
Total Sewer Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000

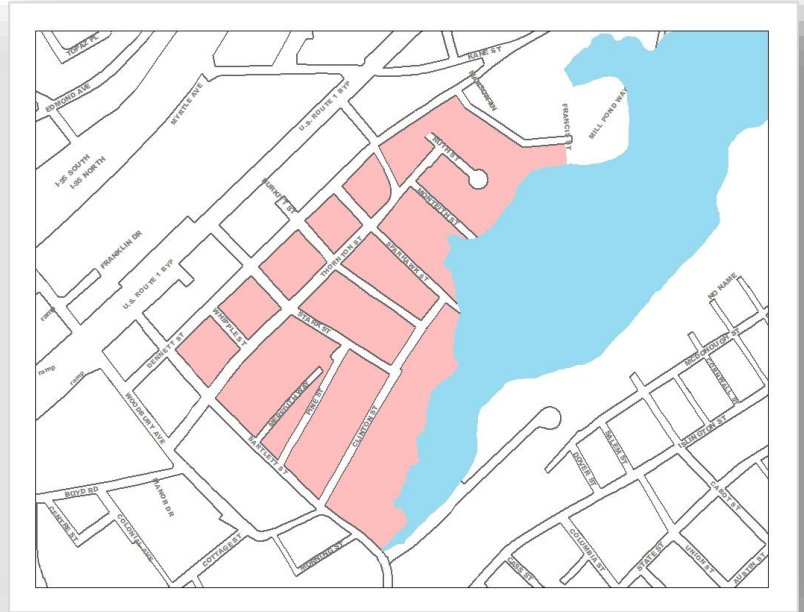
<b>Totals</b>		<b>\$3,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000,000</b>	<b>\$2,000,000</b>	<b>\$5,000,000</b>
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## COM-22-PW-99: The Creek Neighborhood Reconstruction

Department	Public Works
Project Location	<a href="#">Dennett Street</a> to <a href="#">North Mill Pond</a> to <a href="#">Bartlett Street</a>
Project Type	Construction or expansion of a public facility, street, or utility
Commence FY	2025
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Qualify?
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	
Timing or Location Coordinate with Synergistic Project	
Identified in Planning Document or Study	Y
Improves Quality of or Provides Added Capacity to Existing Services	Y
Reduces Long-Term Operating Costs	
Provides Incentive for Economic Development	
Responds to a Citywide Goal or Submitted Resident Request	Y



**Description:** This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase one will include design and the development of the phased implementation plan.

Useful Website Links:
<ul style="list-style-type: none"> <li>• <a href="#">Stormwater Master Plan 2007</a></li> <li>• <a href="#">Department of Public Works</a></li> <li>• <a href="#">FY24-FY29 CIP (Prior Year) Project Sheet</a></li> </ul>

Notes of Changes in Funding Plan from FY24-29 CIP:



## COM-22-PW-99: The Creek Neighborhood Reconstruction

			FY25	FY26	FY27	FY28	FY29	FY30	Totals 25-30	6 PY's Funding	Totals
General Fund	Fed/ State	0.0%							\$0	\$0	\$0
	GF-Capital Outlay	0.0%							\$0	\$0	\$0
	GF-Bond/ Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	Other	0.0%							\$0	\$0	\$0
	PPP	0.0%							\$0	\$0	\$0
Water	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0
Sewer	Revenues	0.0%							\$0	\$0	\$0
	Bond/Lease	33.3%	\$500,000		\$800,000		\$1,000,000		\$2,300,000	\$0	\$2,300,000
	PPP	0.0%							\$0	\$0	\$0

Total General Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Water Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000
Total Sewer Fund	33.3%	\$500,000	\$0	\$800,000	\$0	\$1,000,000	\$0	\$2,300,000	\$0	\$2,300,000

<b>Totals</b>		<b>\$1,500,000</b>	<b>\$0</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$3,000,000</b>	<b>\$0</b>	<b>\$6,900,000</b>	<b>\$0</b>	<b>\$6,900,000</b>
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LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 15, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 10, ZONING ORDINANCE – Solar Energy Panels, Article 6, Overlay District, Section 10.633.20, Exemptions from Certificate of Approval. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

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Eileen Dondero Foley Coun-  
cil Chambers, Portsmouth,  
NH, on the proposed Ordina-  
nce amending Chapter 10,  
ZONING ORDINANCE -  
Solar Energy Panels, Article  
6, Overlay District, Section  
10.633.20, Exemptions from  
Certificate of Approval. The  
complete Ordinance is avail-  
able for review in the Office  
of the City Clerk and  
Portsmouth Public Library,  
during regular business  
hours.  
KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

That Chapter 10, ZONING ORDINANCE, be amended regarding Solar Energy Panels, by amending Article 6, Overlay District, Section 10.633.20 - Exemptions from Certificate of Approval, Subsection (7) and adding Subsection (28); Section 10.633.30 -Administrative Approvals; Section 10.634.20 Application Contents adding Section 10.634.24; Section 10.636.32 (1) - Public Hearings; Section 10.636.12 – Notice of Disapproval and Article 15, Definitions, Section 10.1530 - Terms of General Applicability of the Ordinances of the City of Portsmouth, to be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

## Article 6 Overlay District

### Section 10.630 Historic District

#### 10.633 Scope of Review

##### 10.633.20 **Staff Level Exemptions from Certificate of Approval**

The following activities shall not require a Certificate from the Commission but require review and certification by the **Code Official**:

- (7) Placement or replacement of roof-mounted mechanical **or** electrical equipment and ventilation terminators **or roof-mounted solar energy systems** where the equipment: (1) is **not visible**; (2) is not located on a roof surface that faces a public way; and (3) does not extend more than 3 feet above the roof plane.
  
- (28) Installation of **roof-mounted solar energy systems**, and any associated support structures and conduit lines provided that the application satisfies all of the following requirements:
  - (1) The elements of the proposed **roof-mounted solar energy system** will be placed in a regular manner with no disjointed panels (example: symmetrically placed or in even rows and columns) and shall be **minimally visible**;
  - (2) The accessory elements of the **roof-mounted solar energy system** including associated support structures and conduit lines shall be **minimally visible** and not cause damage to or alteration of **character defining architectural features** of the **structure** (such as the removal of slate or wood shingled roofs, chimneys, dormers or altering existing roof lines);
  - (3) Any **roof-mounted solar energy systems** proposed to be mounted on a sloped roof will be flush mounted and **minimally visible**;
  - (4) Any **roof-mounted solar energy systems** proposed to be mounted on a flat roof shall be set back from the edge of the roof, and angled as necessary, to be **minimally visible**;

- (5) The applicant has provided a statement from a licensed architect or engineer that the roof proposed for the **roof-mounted solar energy system** is adequate to support the proposal without significant external modification to the **structure**; and
- (6) Any proposed **roof-mounted solar energy system** that does not satisfy all of the above requirements shall be reviewed with an application submission to the Commission, as elaborated in 10.634.

### **10.633.30 Administrative Approval**

The **Code Official** may grant administrative approval for minor modifications ~~to an existing structure or~~ for work for which a Certificate of Approval has previously been issued, provided that the **Code Official** determines that the modifications do not alter the overall quality or character of the ~~work which had been certified as appropriate by the Commission, and indicates this determination as a written addendum to an existing Certificate of Approval.~~ **structure** and the determination is certified as appropriate by the Commission. In the case of work for a modification to a prior approval, the **Code Official** shall indicate compliance with this section as a written addendum to an existing Certificate of Approval. Such approval shall be subject to Historic District Commission approval at the next meeting of the Historic District Commission. A list of the administrative approvals shall be submitted to the Historic District Commission prior to the meeting and the administrative approvals shall be automatically ratified unless rejected specifically by the Historic District Commission at that meeting.

## **10.634 Application Procedures**

### **10.634.20 Application Contents**

10.634.24 A letter of certification from a licensed architect or engineer may be required for any application proposing elements that will create a new structural load by the addition to or removal of elements from a **structure**. Such a letter will certify that the proposal will not require significant external modification to the **structure**, or if the proposal will require such modification, then the details of those modifications shall be furnished to the Commission for inclusion in its review.

### **10.635.30 Public Hearings**

10.6365.32 Public hearings may include a Consent Agenda for consideration of applications for which Commission approval is anticipated to be routine or expeditious, subject to the following:

(1) An application may be included on the consent agenda if (a) the **Code Official** and the ~~Chairman~~**Chair** of the Commission jointly recommend in favor of approval; and (b) the applicant concurs in writing with any stipulations or limitations included in the **Code Official's** recommendation.

## **10.636 Decision by the Commission**

### **10.636.10 Approval or Disapproval**

**10.636.12 Notice of Disapproval:** If the majority of the Commission members present and voting decides that the applicant's proposal does not meet the objectives of this Section, the Commission shall issue a Notice of Disapproval signed by the ~~Chairman~~**Chair** of the Commission and which states the manner in which the proposal does not comply with the purpose and objectives set forth in Section 10.631, or the review criteria set forth in Section 10.635.70. The issuance of such a denial shall prohibit the **Code Official** from issuing a **demolition permit**, **building permit**, change of use permit or other permits for the specified work.

## **Article 15 Definitions**

### **Section 10.1530 Terms of General Applicability**

**Character Defining Architectural Features:** Tangible aspects of a **building** and its setting, including the overall shape of the **building**, its materials, craftsmanship, decorative details, the character of its site, its history and related aspects its site and environment.

**Code Official:** Any employee of the City of Portsmouth authorized to administer or enforce the Zoning Ordinance, including but not limited to the ~~Planning Director of Planning and Sustainability and~~, the Chief Building Inspector, and their designees.

**Minimally Visible:** Minimally visible from those portions of any public **way** immediately adjacent to and abutting the property, and not blocking any **Character Defining Architectural Features**.

**Not Visible:** Not visible from those portions of any public **way** immediately adjacent to and abutting the property.

**Roof-mounted solar energy system:** A solar energy system that converts solar energy directly into electricity, the primary components of which are solar panels, mounting devices, inverters, and wiring that is attached to the roof of a **building** or **structure**.

**Way:** The entire width between the wider of either the rights of way or boundary lines of any public highway, **street**, avenue, road, alley, park or parkway.

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:

\_\_\_\_\_  
Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

\_\_\_\_\_  
Kelli L. Barnaby, City Clerk

**From:** [Peter L. Britz](#)  
**To:** [Loughlin, Brandee](#)  
**Cc:** [Karen S. Conard](#)  
**Subject:** RE: Historic District and Solar Panels  
**Date:** Tuesday, June 18, 2024 1:58:00 PM  
**Attachments:** [CC June 3 amendments solar panels.docx](#)

---

Hi Brandee:

Thanks for getting back to me on this topic. I appreciate your response and wanted to let you know that there is ongoing discussion about this topic at the City Council level. While the proposed zoning ordinance amendment has not been approved by the City Council they are slated to take up this amendment at their meeting on July 15<sup>th</sup>. I have attached the proposed amended language for your review in advance of the formal adoption. I have also copied the Portsmouth City Manager Karen Conard on this email as she works directly with the City Council and was interested in your opinion on this issue as well. If you could take a look at the draft language and if possible, confirm your statement that it would not impact future grants or CLG status, it would be appreciated.

As requested, I will provide a final version of any adopted ordinance changes specific to this topic going forward.

Thanks in advance for your consideration.

Best,  
Peter

---

**From:** Loughlin, Brandee <Brandee.R.Loughlin@dn-cr.nh.gov>  
**Sent:** Friday, June 14, 2024 7:52 AM  
**To:** Peter L. Britz <plbritz@cityofportsmouth.com>  
**Subject:** RE: Historic District and Solar Panels

Hi Peter,

I am the CLG Coordinator here at DHR, so Amy Dixon forwarded your email to me. I also spoke with City Councilor Kate Cook on Wednesday about this same topic.

The very quick answer, specifically in regard to Portsmouth's CLG status and any future potential grants, is that no, this will not affect either of those items. I will need a copy of the changes once they are finalized, as we request updates of ordinance and/or regulation changes from all of our CLG communities whenever they happen, or with their annual report.

I understand your concerns about future impacts when making policy changes like this and I'd be happy to set up a time to chat to discuss this in further detail if that would be helpful for you. Please let me know if you'd like to set up a time, along with your availabilities next week, and we can get something on the books. Otherwise, please keep me in the loop on the changes and feel free to reach out as things develop further.

Thanks!  
Brandee

Brandee Loughlin  
Preservation Planning & Development Coordinator  
New Hampshire Division of Historical Resources  
172 Pembroke Road  
Concord, NH 03301

---

**From:** Peter L. Britz <[plbritz@cityofportsmouth.com](mailto:plbritz@cityofportsmouth.com)>  
**Sent:** Wednesday, June 12, 2024 3:47 PM  
**To:** Dixon, Amy <[Amy.Dixon@dcr.nh.gov](mailto:Amy.Dixon@dcr.nh.gov)>  
**Subject:** Historic District and Solar Panels

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hi Amy:

I am following up on a question I posed to you about a month ago. Our City Council is working through a solar ordinance as I described previously. They are considering exempting solar panels from review in cases where they are minimally visible from public ways. Some Councilors are concerned it will impact our standing in terms of our downtown Historic designation and what grantors will think when we go to apply for grant funds. I know you had mentioned you did not think ordinances regarding exemptions for solar would impact our designation but to take it a step further do you see where it could lower our standing and potentially impact our ability to get historic grants? I know this is not an easy question when you don't have all the materials so if it would be easier maybe we should setup a time to talk and I can get you a draft of the ordinance changes being considered.

Let me know what you think.

Thanks,  
Peter

\*\*\*\*\*



**From:** [Loughlin, Brandee](#)  
**To:** [Peter L. Britz](#)  
**Cc:** [Karen S. Conard](#)  
**Subject:** RE: Historic District and Solar Panels  
**Date:** Wednesday, June 26, 2024 2:03:24 PM

---

Hi Peter,

Thank you for sending this material along to me. After taking some time to read it thoroughly, I will happily confirm my initial response that these changes as outlined will not affect Portsmouth's pending Certified Local Government (CLG) status, nor will it affect Portsmouth's standing in regard to any future CLG grant applications or subsequent awards.

Please do continue to keep me updated on the progress and status of these changes and feel free to reach out as things develop further.

Best,  
Brandee

Brandee Loughlin  
Preservation Planning & Development Coordinator  
New Hampshire Division of Historical Resources  
172 Pembroke Road  
Concord, NH 03301

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**Sent:** Tuesday, June 18, 2024 1:59 PM  
**To:** Loughlin, Brandee <Brandee.R.Loughlin@dn-cr.nh.gov>  
**Cc:** Karen S. Conard <kconard@cityofportsmouth.com>  
**Subject:** RE: Historic District and Solar Panels

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Hi Brandee:

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Brandee

Brandee Loughlin  
Preservation Planning & Development Coordinator  
New Hampshire Division of Historical Resources  
172 Pembroke Road  
Concord, NH 03301

**From:** Peter L. Britz <plbritz@cityofportsmouth.com>

**Sent:** Wednesday, June 12, 2024 3:47 PM

**To:** Dixon, Amy <Amy.Dixon@dcr.nh.gov>

**Subject:** Historic District and Solar Panels

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Let me know what you think.

Thanks,

Peter

\*\*\*\*\*

Peter Britz, Director of Planning and Sustainability

City of Portsmouth

1 Junkins Avenue

Portsmouth, NH 03801

(603)610-7215



## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, July 15, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, to consider a Cable Television Renewal Franchise Agreement with Comcast ("Franchise Agreement"). The proposed Franchise Agreement is for a 10-year term beginning August 1, 2024, and ending July 31, 2034. The proposed Franchise Agreement allows Comcast to continue to serve existing and new customers without limiting competition. The City would continue to collect a 5% Franchise Fee. The proposed Franchise Agreement is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK

LEGAL NOTICE  
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KELLI L. BARNABY,  
MMC/CNHMC  
CITY CLERK

CABLE TELEVISION RENEWAL FRANCHISE

GRANTED TO

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE

AUGUST 1, 2024

City of Portsmouth Cable Television Renewal Franchise Agreement  
August 1, 2024 – July 31, 2034  
**DRAFT 06-17-2024**

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City of Portsmouth Cable Television Renewal Franchise Agreement

August 1, 2024 – July 31, 2034

**DRAFT 06-17-2024**

**AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2024, between the City of Portsmouth, as statutory Franchising Authority pursuant to RSA: 53-C, and Comcast of Maine/New Hampshire, Inc. ("Comcast").

**WITNESSETH**

WHEREAS, the City of Portsmouth, New Hampshire, as Franchising Authority pursuant to RSA Chapter 53-C, is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, upgrade, operate and maintain a cable television system within the City of Portsmouth; and

WHEREAS, the Portsmouth City Council has duly appointed members to its Cable and Broadband Internet Commission, a commission established by Portsmouth Ordinance to assist with cable franchise matters;

WHEREAS in accord with its duties the Cable and Broadband Internet has conducted a subscriber survey, reviewed Comcast performance data, met with school and city officials and other stakeholders, explored opportunities for community broadband and took other action to investigate Comcast performance and opportunities;

WHEREAS, the Cable and Broadband Internet Commission conducted a public hearing, pursuant to Section 626(a) of the Cable Act, on January 22, 2024 , to (1) ascertain the future cable-related community needs and interests of Portsmouth, and (2) review the performance of Comcast, during its then current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on proposals in connection with the renewal in Portsmouth;

WHEREAS the Portsmouth City Council held a public hearing on \_\_\_\_\_ and voted to approve this Agreement for Franchise Renewal on \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

City of Portsmouth Cable Television Renewal Franchise Agreement

August 1, 2024 – July 31, 2034

**DRAFT 06-17-2024**

**ARTICLE 1 – DEFINITIONS**

**Section 1.1--Definitions**

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) **Access Channel:** A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations (PEG).
- (2) **Access Corporation:** means the entity designated by the Franchising Authority, currently PPMTv, responsible for transmitting programming by members of the public, public schools, education, institutional and similar organizations.
- (3) **Affiliate or Affiliated Person:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (4) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.
- (5) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104- 458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (6) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.
- (7) **Cable Television System, Cable System or System:** A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except

City of Portsmouth Cable Television Renewal Franchise Agreement

August 1, 2024 – July 31, 2034

**DRAFT 06-17-2024**

that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(8) City: The City of Portsmouth, New Hampshire.

(9) City Attorney: The City Attorney of the City of Portsmouth, New Hampshire.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(11) Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is within the Franchisee's control.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Digital Terminal Adapter ("DTA"): A set-top box deployed by the Franchisee that converts digital service to analog to support video to analog television sets. The DTA can also deliver digital video distribution to digital television sets via the cable input. The DTA does not support Video on Demand services, Digital Video Recorder (DVR) or Premium Services.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(16) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(17) Effective Date of Renewal Franchise (the "Effective Date"): August 1, 2024.

(18) FCC: The Federal Communications Commission, or any successor agency.

(19) Franchise Fee: The payments to be made by the Franchisee to the City, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

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- (20) Franchisee: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise
- (21) Franchising Authority: City of Portsmouth, New Hampshire acting through its City Council and Cable Television and Communications Commission.
- (22) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.
- (23) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for the Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that such revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (24) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

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- (26) **Leased Channel or Leased Access:** A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.
- (27) **Normal Business Hours:** Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and some weekend hours.
- (28) **Origination Capability:** An activated cable and connection to an Upstream Channel, which allows User(s) to transmit a Signal(s) upstream to a designated location.
- (29) **Outlet:** An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (30) **Pay Cable or Pay Service(s):** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (31) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (32) **PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (33) **Pedestal:** An environmental protection unit used in housing Cable Television System equipment and/or amplifiers.
- (34) **Person:** An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- (35) **Prime Rate:** The prime rate of interest at Bank of America, or its successor.
- (36) **Programming or Video Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (37) **Public Access Channel:** A specific channel(s) on the Cable System which is made available for use by, among others, Portsmouth individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (38) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a

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representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(39) **Renewal Franchise:** The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(40) **Scrambling/encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(41) **Service:** Any Basic Service, any Pay Service, or any other Cable Service offered over the Cable Television System, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

(42) **Signal:** Any transmission of electromagnetic or optical energy which carries information from one location to another.

(43) **State:** The State of New Hampshire.

(44) **Subscriber:** Any Person, firm, corporation or other entity in the City who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

(45) **Subscriber Network:** The Cable System that is owned and operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(46) **Transfer:** The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Renewal Franchise, to a Person or a group of Persons.

(47) **Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(48) **Upstream Channel:** A channel over which Signals travel from an authorized location to the System Headend.

(49) **User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.



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**ARTICLE 2 – GRANT OF RENEWAL FRANCHISE**

**Section 2.1 Grant of Renewal Franchise**

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the City Council of the City of Portsmouth, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Renewal Franchise to the Franchisee, authorizing and permitting the Franchisee to upgrade, install, operate and maintain a Cable Television System within the corporate limits of the City of Portsmouth.

This Renewal Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire; the Cable Act; the regulations of the FCC; and all City, State and federal statutes and ordinances of general application, all as may be amended during the term of this Renewal Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Portsmouth within the municipal boundaries and subsequent additions thereto, including property over which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Portsmouth. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

**Section 2.2 Term of Renewal Franchise**

The term of this Renewal Franchise shall be for ten (10) years, commencing on August 1, 2024, and expiring on July 31, 2034, unless sooner terminated as provided herein.

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## **Section 2.3 Non-Exclusivity of the Renewal Franchise**

(a) This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the City of Portsmouth; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any lawful purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional Cable Television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise.

## **Section 2.4 Police and Regulatory Powers**

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable Department of Public Works policies and practices and any ordinances enacted by the City. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the City's police and generally applicable regulatory powers shall be resolved in a court of appropriate jurisdiction.

## **Section 2.5 Removal or Abandonment**

Subject to applicable law, upon termination of this Renewal Franchise by passage of time or otherwise, and unless (1) the Franchisee renews or is in the process of renewing its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

## **Section 2.6 Amendment by Mutual Agreement**

This Renewal Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal Franchise.

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**ARTICLE 3 – TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE**

**Section 3.1     Transfer of the Renewal Franchise**

(a)     Subject to applicable law and compliance with the provisions in this Section 3.1, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefore on forms prescribed by the FCC.

(b)     The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c)     The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d)     The Franchising Authority shall complete review of the request for Transfer and make a decision no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.

(e)     For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f)     Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

**Section 3.2     Effect of Unauthorized Action**

(a)     The taking of any action in violation of Section 3.1 shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

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(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Renewal Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

**Section 3.3 No Waiver of Rights**

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

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**ARTICLE 4 – SYSTEM DESIGN**

**Section 4.1 Subscriber Network**

- (a) The Franchisee shall continue to operate, maintain and make available to all residents of the City a Subscriber Network of at least 750 MHz, fed by means of a hybrid fiber-optic/coaxial cable network.
- (b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.
- (c) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

**Section 4.2 Emergency Alert System**

The Subscriber Network shall be in compliance with the FCC's Emergency Alert System ("EAS") regulations and in accordance with applicable New Hampshire laws and/or regulations.

**Section 4.3 Emergency Power**

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of four (4) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

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**ARTICLE 5 – CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 5.1 Service Availability**

(a) **Standard Installation.** The Franchisee shall make available Cable Service within seven (7) days of a resident’s request provided that the residence is located not more than two hundred (200) feet from the Trunk and Distribution System and the requirements of subsection (c). Franchisee may charge a standard installation rate in accord with applicable federal and state laws.

(b) **Non-Standard Installation.** Non-Standard Installations are those in excess of 200 feet from the Trunk and Distribution System or installations that are underground.

For underground installation of less than 200 feet from the Trunk and Distribution System, the Franchisee shall have thirty (30) days to survey, design and provide a cost estimate. Franchisee shall have sixty (60) days after receipt of any required deposit or payment to complete the work.

For installations of between 200 feet and 1,000 feet (whether aerial or underground) from the Trunk and Distribution System, the Franchisee shall have thirty (45) days to survey, design and provide a cost estimate. Franchisee shall have sixty (60) days after receipt of any required deposit or payment to complete the work.

For all other installations, Franchisee shall have up to 180 days to complete all survey, design, cost- estimating and installation work provided that any deposit or payment required is received within thirty days of the request.

Non-standard installation charges shall be fair and reasonable and in accord with applicable law.

(c) All installations are conditioned upon the Franchisee obtaining any easements, agreements and permits necessary to complete the installation. The Franchisee shall make every reasonable effort to obtain such easements, permits, agreements and permits in order to make Cable Service available. All installations are subject to weather conditions and force majeure.

**Section 5.2 Location of Cable Television System**

The Franchisee shall operate and maintain the Cable Television System within the City of Portsmouth. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular (bicycle included) or pedestrian traffic over Public Ways and places. The erection and

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location of all poles, towers and any other obstructions shall be in accordance with applicable City ordinances, regulations and State laws.

### **Section 5.3    Underground Facilities**

(a)     In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Franchisee shall likewise place its facilities underground. Franchisee shall be responsible for the cost and expense of such placement underground in the same manner as the electric and telephone utility companies. In the event that public or private funds are made available to pay for such underground projects, Franchisee shall be like other similarly situated utilities and included by the City for such funds. In the event that Franchisee is required to place existing aerial plant underground in circumstances not required by law (typically for aesthetic reasons), Franchisee reserves its right to pass any costs in excess of any available public or private funds through to Subscribers.

(b)     Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

### **Section 5.4    Tree Trimming**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Renewal Franchise regarding tree and/or root trimming and/or pruning.

### **Section 5.5    Restoration to Prior Condition**

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to

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comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

#### **Section 5.6 Temporary Relocation**

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 5.7 Disconnection and Relocation**

The Franchisee shall, without charge to the Franchising Authority and/or the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. In the event that public or private funds are made available to pay for such projects, Franchisee shall be like other similarly situated utilities and included by the City for such funds.

#### **Section 5.8 Safety Standards**

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, the rules and regulations of the Commission and the FCC, all applicable building codes and land use restrictions as the same exist or may be amended hereafter.

#### **Section 5.9 Pedestals**

In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable regulations of the City; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the City. In the event that the



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Franchisee is no longer using any such Pedestals for the provision of Cable Service(s) or other services, the Franchisee shall expeditiously remove any such Pedestals and accompanying Cable Service infrastructure from the Public Way(s) expeditiously.

### **Section 5.10 Private Property**

The Franchisee shall be subject to all generally applicable Laws, and regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

### **Section 5.11 Right to Inspection of Construction**

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal Franchise in order to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority and/or its designee(s) shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall be given in a timely manner and which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspections.

### **Section 5.12 Cable System Maps**

(a) Upon written request, the Franchisee shall provide the Franchising Authority strand maps of the Cable System plant. Strand maps shall include the routing of the Cable System, including all underground and aerial plant.

(b) Upon written request, the Franchisee shall make available to the Franchising Authority for inspection "as-built" maps of all Cable System plant at a mutually-agreeable location in Portsmouth.

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**Section 5.13 Commercial Establishments**

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City provided that the establishment(s) agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**Section 5.14 Local permitting**

The Franchisee shall comply with all local flagging, encumbrance, excavation and like permitting.

**Section 5.15 Residential Exterior Wiring**

The Franchisee shall adhere to Subscribers' reasonable requests for location of entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

**Section 5.16 Make Ready and Pole Transfers**

If requested by the Franchising Authority, and in coordination with any pole owner, Franchisee shall move its lines and equipment within forty-five (45) days of written notice from the Franchising Authority for nonemergency, standard transfers of lines and equipment on poles for making the pole ready for new attachers. Nothing herein shall alleviate Franchisee from making any transfers of lines and equipment in a shorter period of time if required by other contractual commitments or licensing obligations.

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**ARTICLE 6 – SERVICES AND PROGRAMMING**

**Section 6.1 Basic Service**

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable System serving the City pursuant to applicable statute or regulation.

**Section 6.2 Programming**

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 1 attached hereto and made a part hereof.

(b) Subject to applicable law, the Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance notice of any significant change in its Portsmouth Programming line-up, if the change is within the control of the Franchisee. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

**Section 6.3 Leased Channels for Commercial Use**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

**Section 6.4 Cable Compatibility**

The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

**Section 6.5 Continuity of Service**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When

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necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

**Section 6.6 Service Interruption**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use and, if practical, only after a minimum of twenty-four (24) hours' notice to all affected Subscribers.

**Section 6.7 Parental Control Capacity**

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

**Section 6.8 Connections and Monthly Service to Public Buildings and Schools**

(a) The Franchisee shall provide, install and maintain Subscriber Cable Drops and Outlets and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in Exhibit 2, attached and made a part hereof, and any other public buildings and schools along the Cable System Trunk and Distribution System as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop and Outlet with the Franchising Authority. There shall be no cost to the City for the standard installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall supply one (1) digital Converter for each Outlet, if necessary, without charge to the City, for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall provide standard installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure. The requirements in this section shall be subject as applicable to the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this Renewal Franchise.

**ARTICLE 7 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS**

**Section 7.1 PEG Access Programming**

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

**Section 7.2 Peg Access Channels**

(a) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) downstream Access Channel for Governmental Access programming, to be programmed by the City and/or the Access Corporation.

(b) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or the Access Corporation.

(c) The Franchisee shall, upon written request from the Franchising Authority, make available one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or Access Corporation conditioned upon the following:

The second channel, pursuant to paragraph (b) above, is being substantially programmed. Substantially programmed shall mean that the second channel is carrying locally-produced, non-character generated programming between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, at least seventy percent (70%) of the time for the twelve (12) week period immediately preceding or the twelve week period preceding the Franchising Authority's written request for a third channel under paragraph (h) below, as may be applicable. Of the 70% described above, at least thirty percent (30%) of the programming shall be new, non-duplicative programming during that six week period.

The Franchisee shall have six (6) months from the receipt of such written notification to activate the Access Channel requested.

(d) The first two Access Channels shall be included as part of the Basic Service available to all Subscribers. The third channel may, at the option of the Franchisee, be made available in the digital tiers only.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the Access Channel(s), once established, without the advance, written notice to the Franchising Authority and the Access Corporation; such notice shall be at least ninety (90) days. The Franchisee shall use its best efforts, in good faith, to minimize any Access Channel(s) relocations. The Franchisee shall provide at least thirty (30) days to Subscribers of the relocation. Access Channels shall be located together whenever reasonably possible.

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(f) The City and/or the Access Corporation shall be responsible for the picture quality of all Access Programming at the input of the modulators which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the City's and/or Access Corporation's end-user equipment. The Franchisee may require access to the modulator(s) for the purpose of testing, maintaining, and/or adjusting output levels of the modulator, and the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may require the City or the Access Corporation to first test and determine if end-user equipment is the source of any apparent signal problems.

(g) Modulators or equivalent technology at origination locations shall be owned and maintained by the Franchising Authority.

(h) The Franchising Authority agrees that neither the second nor the third Access Channel shall be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority and/or Access Corporation may use character-generated messages along with new programming. The Franchising Authority and/or its designee(s) shall be responsible for providing the Access Channel signal(s) in a standard definition format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the Access Channels Signal(s) on its Cable System in standard definition format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(i) Franchisee shall distribute the Government Access Channel programming in high definition. Comcast may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the cable system. All PEG programming containing properly formatted closed captions, SAP or stereo audio shall be delivered to Subscribers in such formats.

**Section 7.3 Access Channel Maintenance**

The Franchisee shall monitor the Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

**Section 7.4 PEG Studio Move**

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Should the Access Corporation decide to relocate its studio facilities from its current location, as of the Effective Date of this Renewal Franchise, the Franchisee shall provide origination Capability to the new studio as follows:

- (a) The Franchisee shall provide a written estimate of the cost of providing such video origination Capability within forty-five (45) days of receipt of a request from the Franchising Authority;
- (b) The Franchisee shall be responsible for the first Forty Thousand Dollars (\$40,000.00) of such new Drop and origination Capability relocation costs; any relocation costs in excess of \$40,000.00 shall be paid by the Franchising Authority and/or the Access Corporation;
- (c) Within forty-five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee, the Franchising Authority and/or the Access Corporation shall issue a payment, if such estimate exceeds \$ 40,000.00;
- (d) Upon receipt of the payment from the Franchising Authority, no later than forty- five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee (if such costs are \$40,000.00 or less), the Franchisee shall order equipment and begin the construction process; and
- (e) No later than thirty (30) days of the timelines established in Section 7.4(d) above for an aerial Drop and within ninety (90) days for an underground Drop, the Franchisee shall construct, install and provide such origination Capability Drop to the new PEG Access Studio, subject to Force Majeure.

**Section 7.5 Censorship**

The Franchisee shall not engage in any program censorship or any other control of the content of Access Channel programming on the Cable System, except as otherwise required or permitted by applicable law.

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**ARTICLE 8 – FRANCHISE FEES**

**Section 8.1 Franchise Fee Payments**

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenues, as defined in Section 1.1(23) supra, derived during each year of this Renewal Franchise. The Franchisee shall not be liable for Franchise Fees in excess of five percent (5%) of its Gross Annual Revenues; provided, however, the five percent (5%) cap shall not include:

(i) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or any damages.

(b) Payments shall be made on a quarterly basis throughout the term of this Renewal Franchise not later than forty-five (45) days after the end of each 3 month period (by Feb 15<sup>th</sup>, May 15, August 15<sup>th</sup> and November 15<sup>th</sup>). Payments shall be made payable to the City of Portsmouth.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding year. The Franchisee shall also complete and submit to the Franchising Authority, on a quarterly basis, a Gross Annual Revenues Reporting Form substantially and materially consistent with that which is attached hereto as Exhibit 3.

(d) Nothing in the Cable Act or this Renewal shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind otherwise permitted by law with respect to Cable Service.

**Section 8.2 Other Payment Obligations and Exclusions**

The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person.

**Section 8.3 Late Payment**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 8.3 shall



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not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.I hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 8.4    Re-computation**

(a)    Tender or acceptance of any payment required shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject to audit and re-computation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b)    If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and re-computation and the Franchisee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

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**ARTICLE 9 – RATES AND CHARGES**

**Section 9.1 Rate Regulation**

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

**Section 9.2 Notification of Rates and Charges**

(a) The Franchisee shall make all rates and charges of any kind and all terms or conditions related to Subscriber Services: (1) available in writing at the Franchisee's business office; (2) accessible electronically through publication on Franchisee's website; and as required in writing under Section 13.5.

(b) The Franchisee shall provide annually to both the Franchising Authority and to all Subscribers written schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. If the Subscriber has opted for electronic communications schedules may be distributed by electronic mail.

(c) The Franchisee shall notify all Subscribers and the Franchising Authority in writing of any impending rate increases no later than thirty (30) days prior to such increase(s) and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days' notice. No rates or charges shall be effective except as they appear on a schedule timely provided to the Franchising Authority and Subscribers.

(d)

At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service.

(e) During the term of this Renewal Franchise, whenever a Subscriber contacts the Franchisee to inquire about Basic Service rates, the Franchisee shall clearly inform all Subscribers and potential Subscribers about the availability and price of the lowest cost of Cable Service.

(f) (c) Under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise requirements, may be passed through to Subscribers in accordance with federal law.

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**Section 9.3 Credit for Service Interruption**

In the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that the interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law.

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**ARTICLE 10 – INSURANCE AND BONDS**

**Section 10.1 Insurance**

From the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A commercial general liability policy naming the Franchising Authority, the City, its officers, boards, committees, commissions, and employees as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.

(2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;

(3) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(4) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

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- (d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the City may immediately suspend operations under this Renewal Franchise, subject to the provisions of Section 12.1 herein.

**Section 10.2 Performance Bond**

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety Franchised to do business in the State of New Hampshire in the sum of Twenty Five Thousand Dollars (\$25,000.00). The bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise.

(b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the City recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

**Section 10.3 Reporting**

The Franchisee shall submit to the Franchising Authority, upon request, copies of all current certificates regarding (i) all insurance policies, and (ii) the performance bond.

**Section 10.4 Indemnification**

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees,

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officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring City remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied. If the Franchising Authority does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Franchising Authority shall not exceed the amount of such settlement.

## **Section 10.5 Notice of Cancellation or Reduction of Coverage**

The insurance policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice from the Franchisee of such intent to cancel, materially change or reduce the coverage required herein.

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**ARTICLE 11 – ADMINISTRATION AND REGULATION**

**Section 11.1 Regulatory Authority**

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System including enforcement and compliance.

**Section 11.2 Performance Evaluation Hearings**

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Renewal Franchise. The Franchisee shall be provided timely notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of such evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary.

**Section 11.3 Emergency Removal of Plant**

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

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**Section 11.4 Removal and Relocation**

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which cost the Franchisee shall reimburse to the City.



## **ARTICLE 12 – BREACH, LIQUIDATED DAMAGES, FRANCHISE REVOCATION**

### **Section 12.1 Determination of Breach**

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(b) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure the default and diligently continue such efforts until the default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after the public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearing, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;

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- (iv) foreclose on all or any appropriate part of the security provided pursuant to Article 10;
- (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other remedy available to the City.

**Section 12.2 Liquidated Damages**

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee receives written notice, by certified mail, of the provision or provision(s) which the Franchising Authority believes are in default, provided the Franchising Authority made a determination of default pursuant to Section 12.1 (d) above.

- (i) For failure to fully activate, operate, maintain the Subscriber Network, in accordance with Article 4, Five Hundred Dollars (\$500.00) per day, for each day that such non-compliance continues.
- (ii) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3, Two Hundred Fifty Dollars (\$250.00) per day, for each day that such non-compliance continues.
- (iii) For failure to comply with the PEG requirements of Article 7 including maintenance of origination locations, Five Hundred Fifty Dollars (\$500.00) for each day that any such non-compliance continues.
- (iv) For failure to comply with the Subscriber and consumer protections in accordance with Article 13, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.
- (v) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.
- (vi) For failure to timely submit any requested reports pursuant to Article 14, Fifty Dollars (\$50.00) per day that reports are not submitted as required.

Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal Franchise and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.2 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for the specific breach for such specific period of time only. With respect to liquidated damages assessed, all similar violations or

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failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

(b) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that the foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

## **Section 12.3 Revocation of the Renewal Franchise**

In the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

## **Section 12.4 Termination**

The termination of this Renewal Franchise and the Franchisee's rights shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

## **Section 12.5 Notice To Other Party of Legal Action**

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) days' notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

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**Section 12.6 Non-Exclusivity of Remedy**

No decision by the Franchising Authority or the City to invoke any remedy under the Renewal Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

**Section 12.7 No Waiver-Cumulative Remedies**

- (a) The rights and remedies provided are cumulative and not exclusive of any remedies provided by 626(d) of the Cable Act.
- (b) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.
- (c) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

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**ARTICLE 13 –SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 13.1 Customer Service Office**

(a) For the term of this Renewal Franchise, the Franchisee shall continue to maintain, operate and staff a conveniently located customer service office in Portsmouth or adjacent community.

The customer service office shall be open for walk-in business during Normal Business Hours for the purpose of, among other things, exchanging/replacing customer equipment; receiving customer payments, inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) The Franchisee shall periodically notify its Subscribers of the location.

**Section 13.2 Customer Service Call Center**

(a) The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Franchisee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Franchisee shall log all such after-hours calls. Any answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

**Section 13.3 Installation Visits-Service Calls-Response Time**

(a) The Franchisee shall provide Cable Service for new installations as set forth in Section 5.1 of this Renewal Franchise.

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- (b) When arranging appointments with Subscribers, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (c) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.
- (d) The Franchisee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.
- (e) System outages shall be responded to within 24 hours by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from an area sharing the same node, or when the Franchisee has reason to know of such an outage.
- (f) The Franchisee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

**Section 13.4 FCC Customer Service Obligations**

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309.

**Section 13.5 Notices to Subscribers**

The Franchisee shall provide annually to all Subscribers the following:

- (a) Schedule of all rates and charges;
- (b) Description of all tiers and programming packages with a listing of channels or Services;
- (c) Summary of all billing policies, procedures and dispute mechanisms;
- (d) Notice of the availability of detailed information on parental controls;
- (e) Franchisee's privacy policies;
- (f) Consumer Protection Notices as set forth in 13.6 of this Agreement; and
- (g) All other notices required by State and Federal law.

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The Franchisee shall make the above-listed information available at all times 1) in writing at the Franchisee's business office and (2) accessible electronically through publication on Franchisee's website.

Prospective Subscribers shall be provided the above-listed information in hard copy form upon request and new Subscribers shall be provided the above-listed information by mail within thirty (30) days of the start of service.

### **Section 13.6 Notice to Subscribers Regarding Quality of Service**

As set forth in R.S.A. 53-C:3-d, annually, the Franchisee shall provide to each of its Subscribers a notice which:

- (a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau; and
- (b) States the responsibility of the Office of the Solicitor General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

### **Section 13.7 Complaint Resolution Procedures**

- (a) The Franchisee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
  - (i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.
  - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing

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administration of the Renewal Franchise and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of Complaints.

#### **Section 13.9 Billing Practices Information and Procedures**

Billing procedures shall be as follows:

(a) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

(b) The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

(c) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the bill date, unless otherwise required by applicable law(s).

(d) Subscribers shall have at least thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning their bill.

(e) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of the dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving Subscriber's written notification of the dispute. If the dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into the dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one day of expiration of the forty-five (45) day period.



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(f) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of the dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

**Section 13.10 Disconnection and Termination of Cable Services**

The Franchisee shall not disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given Subscriber written notice of such past due amount in a clear and conspicuous manner; and (3) Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

**Section 13.11 Change of Service**

Upon Subscriber's notification to disconnect or downgrade Service, the Franchisee shall cease and/or adjust Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of the change(s). Franchisee's charges, if any, shall comply with applicable federal law and regulation.

**Section 13.12 Subscriber Equipment/Wiring**

The Franchisee shall not cut, modify, or otherwise interfere with any coaxial, telephony, data, or electrical wiring in any Subscriber's residence or place of business without the express permission of the Subscriber or his agent, unless it presents an immediate danger to life or safety. Any such modification must be disclosed to the subscriber immediately.

**Section 13.13 Employee and Agent Identification Cards**

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee picture identification card issued by the Franchisee.

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**Section 13.14 Protection of Subscriber Privacy**

- (a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.
- (d) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

**Section 13.15 Remote Control Devices**

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscriber.

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**ARTICLE 14 – REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 14.1 General**

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. If the City Attorney agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

**Section 14.2 Financial Reports**

Upon written request, the Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, a Statement of Income upon which the annual Franchise Fee is based, including: all Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), Leased Access revenues.

**Section 14.3 Cable System Information**

Upon written request but not more than once per year, the Franchisee shall file with the Franchising Authority a statistical summary of the operations of the Cable System. The report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

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### **Section 14.4 Reports of Subscriber Contact**

To establish the Franchisee's compliance with the requirements set forth in Article 13, the Franchisee shall provide to the Franchising Authority, upon written request of the Franchising Authority, such reports from existing tracked data of Subscriber contact with the Franchisee as may be reasonably requested.

### **Section 14.5 Subscriber Complaint Log**

(a) In accordance with RSA 53-C:3-e as it may be amended, the Franchisee shall keep a record or log of all Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years and shall be available to the Franchising Authority upon request.

(b) The Franchisee shall, within ten (10) business days after receiving a written request from the Franchising Authority, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

### **Section 14.6 Annual Performance Tests**

Upon request of the Franchising Authority, the Franchisee shall provide copies of its applicable Cable System performance tests for the Portsmouth area including, as may be applicable to Cable System, and including applicable performance tests arising from the Franchisee's obligations under 47 C.F.R. Section 76.640, Support for Unidirectional Cable Products Digital Systems.

### **Section 14.7 Quality of Service**

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

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**Section 14.8 Dual Filings**

- (a) Upon written request, the Franchisee shall make available to the Franchising Authority, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Portsmouth Cable System operation hereunder.
- (b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Portsmouth Cable System operation hereunder, it shall immediately notify the other party in writing of the request, petition or waiver.

**Section 14.9 Additional Information**

At any time during the term of this Renewal Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise.

**Section 14.10 Investigation**

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Franchising Authority or City for the purpose of verifying compliance with this agreement and applicable law.

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**ARTICLE 15 – MISCELLANEOUS PROVISIONS**

**Section 15.1 Entire Agreement**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

**Section 15.2 Captions**

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

**Section 15.3 Separability**

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

**Section 15.4 Acts or Omissions of Affiliates**

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

**Section 15.5 Renewal Franchise Exhibits**

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

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### **Section 15.6 Warranties**

The Franchisee warrants, represents and acknowledges, that, as of the Effective Date of this Renewal Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

### **Section 15.7 Force Majeure**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, that party shall not be in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials or other event that is reasonably beyond the control of the Franchisee, the Franchising Authority and/or the City.

### **Section 15.8 Nondiscrimination**

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination through the term of the Renewal Franchise.

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**Section 15.9 Applicability of Renewal Franchise**

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Franchising Authority, the Franchisee, and their respective successors and assignees.

**Section 15.10 Notices**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by first class or certified mail (postage prepaid) to

- (i) Office of the City Manager  
Portsmouth City Hall  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

With copies to:

- (ii) City Attorney  
Portsmouth City Hall  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

or such other address(es) as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

- (i) Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 01887

With copies to:

- (ii) Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs



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676 Island Pond Road  
Manchester, New Hampshire 03109

- (iii) Comcast Cable Communications  
Attn: Government Relations  
1701 JFK Boulevard  
Philadelphia, Pennsylvania 19103

or such other address(es) as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

- (c) All required notices shall be in writing.

**Section 15.11 City's Right of Intervention**

The City hereby reserves to itself, and the Franchisee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

**Section 15.12 No Recourse Against the Franchising Authority**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief

**Section 15.13 Term**

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

**Section 15.14 Jurisdiction**

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Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of the court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**Section 15.15 No Third-Party Beneficiaries**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

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**EXHIBITS**

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**EXHIBIT 1 – PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Franchisee shall provide, at a minimum, the following broad categories of Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming.

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**EXHIBIT 2 – FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS  
AND SCHOOLS**

The following schools and public buildings shall, if requested by the Franchising Authority, receive Drops and the monthly Basic Cable Service at no charge \*.

The Franchisee shall, if requested by the Franchising Authority, supply the same number of DTA's listed below and up to three (3) DTA's at each location not showing any DTA's. The buildings listed below shall receive the number of DTA's as listed and highlighted.

1. City Hall/School Department Central Office, 1 Junkins Avenue, Portsmouth
2. Police Dept, 3 Junkins Avenue, Portsmouth
3. Library, 175 Parrott Avenue, Portsmouth
4. Department of Public Works, 680 Peverly Hill Road, Portsmouth
5. Portsmouth Fire Station 1, 170 Court Street, Portsmouth
6. Portsmouth Fire Station 2, 3010 Lafayette Road, Portsmouth
7. Portsmouth High School, 50 Alumni Circle, Portsmouth
8. Portsmouth Middle School, 155 Parrott Avenue, Portsmouth
9. Little Harbour School, 50 Clough Drive, Portsmouth
10. New Franklin School, 1 Frankin Drive, Portsmouth
11. Dondero School, 32 Van Buren Avenue, Portsmouth, NH 03801
12. Portsmouth Alternative Secondary School, 35 Sherburne Road, Portsmouth (until August 30, 2024)
13. Spinnaker Point Recreation Center, 30 Spinnaker Way, Portsmouth
14. Connie Bean Recreation Center, 155 Parrott Avenue, Portsmouth
15. Pierce Island Wastewater Treatment Facility, Peirce Island Road, Portsmouth
16. Senior Activity Center, 125 Cottage Street, Portsmouth
17. Foundry Place Garage Parking Office, Portsmouth
18. Madbury Water Treatment Plant, 60 Freshet Road, Madbury
19. Community Campus, 100 Campus Drive, Portsmouth

In the event that Comcast serves International Drive at Pease, Fire Station 3, at 127 International Drive, Portsmouth NH

\* and, subject to Section 6.8 supra, any and all new municipal and/or Portsmouth Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

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**EXHIBIT 3 – GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM**

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**SIGNATURE PAGE**

In Witness Whereof, this Renewal Franchise is hereby issued by the City Council of the City of Portsmouth, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF PORTSMOUTH

\_\_\_\_\_  
By: Karen S. Conard  
Title: City Manager

As authorized by the City Council by vote taken: \_\_\_\_\_

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

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

## Background

State and federal law set the boundaries in which municipalities can regulate a cable company such as Comcast. The City is not authorized to regulate programming and rates. The City also lacks the authorization to regulate the internet and voice portions of the typical Comcast package.

The City does have authority to regulate use of the rights-of-way that Comcast uses to provide its service. The City can collect a franchise fee (up to 5% of gross annual revenues from Portsmouth subscribers) for that use. Public access channels (PEG), such as the one used for the City's government channel and the one used for PPMTv, are also subjects for negotiation.

## Key Provisions

- ❖ The City will continue to receive quarterly 5% of the Gross Annual Revenues generated from Portsmouth subscribers. This is the maximum percentage the City can receive under the law. Last fiscal year (FY 23) the City received \$484,241.00. The City records the first \$360,000 in the General Fund and the remainder goes to a trust for the benefit of PPMTv operations. The City has been seeing a slow decline in revenues since FY2018.
- ❖ Comcast will continue to provide two channels for public access, one which supports the Government Channel and the second which is used by PPMTv.
- ❖ Comcast has agreed to maintain a customer service office "conveniently located" in the Seacoast. The Cable Commission sought a commitment to maintain a customer service office in Portsmouth but that was rejected. Although Comcast indicated it has no current plans to close the Portsmouth office, it refused to commit to maintain an office in Portsmouth throughout the term of the agreement.
- ❖ The city will continue to receive cable drops to its municipals buildings.
- ❖ The term of this proposed agreement is ten (10) years.
- ❖ This agreement does not preclude the entry of another cable television provider into the Portsmouth market.





Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

---

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

**Date:** July 11, 2024

**To:** Honorable Mayor McEachern and City Council Members

**From:** Suzanne M. Woodland, Acting City Manager

**Re:** City Manager's Comments on City Council Agenda of July 15, 2024

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### ***X. Public Hearing and Vote on Ordinances and/or Resolutions:***

#### **A. First Reading of Proposed Ordinance Amending Chapter 10, Article 5A – Character-Based Zoning, Section 10.5A43.33 Regarding Building and Story Heights of the Zoning Ordinance:**

At its August 7, 2023 meeting, the City Council passed several amendments to Chapter 10 – Article 5A – Character-Based Zoning. These amendments were relative to properties at least one acre in size located within CD4, CD4W, and CD5 Character District and not located within an incentive overlay district (“Qualifying Properties”).

In general terms, these amendments provide the Planning Board with the ability to grant a Conditional Use Permit to allow an additional story (up to 15 feet in height), a house or duplex building type, and/or a mixed-use building. A property owner could qualify for this additional story, often called an incentive bonus, if certain criteria are met.

Recently, staff received an inquiry as to whether Qualifying Properties could receive the incentive outlined in this section without providing any housing, workforce or otherwise. In other words, if a property owner submitted an application to develop a Qualifying Property with a mixed-use development without any residential use, could the property owner provide the community space as provided, develop no housing, and receive an additional story through a Conditional Use Permit.

Based upon a strict reading of the ordinance, it appears that a property owner could submit an application providing community space only and qualify for an additional story as an incentive bonus. This is because the amended ordinance includes the following conditional language: “If multi-family dwelling units are proposed, the development shall have ...workforce housing”. Further, the definition of mixed-use contemplates either “residential and non-residential uses” or “office and retail/service uses.” Through subsequent discussions, staff questions whether this was the intent of the City Council when it amended the Zoning Ordinance last August.

If the City Council intended to permit an additional story in exchange for community space without workforce housing if the development does not have multi-family dwelling units, then it would be appropriate to leave the ordinance as it exists now. However, if the City Council intended to require owners of Qualifying Properties to provide both workforce housing and community space in order to qualify for an additional story, then a Zoning Ordinance amendment would be appropriate.

[Attached is a sample amended Zoning Ordinance](#) which would amend the Zoning Ordinance to require owners of Qualifying Properties to provide both community space and workforce housing in order to receive a Conditional Use Permit for an additional story.

The Planning Board voted to support this request at their June 20, 2024 meeting.

*I recommend that the City Council move to pass first reading, and schedule a public hearing and second reading at the August 5, 2024 City Council meeting.*

**B. First Reading of Proposed Omnibus Ordinance Amending Chapter 7, Article III – Traffic Ordinance, Section 7.330 A., No Parking; Article III – Traffic Ordinance, Section 7.341 – Driving on Sidewalk; and Article XI, Section 7.1100 E., Speed Limits: 25 MPH – Middle Street:**

[Attached please find the annual omnibus set of ordinances](#) recommended by the Parking and Traffic Safety Committee to be presented to the City Council. This year's omnibus changes are detailed on the attached sheets, and address amendments to the parking ordinance regarding no parking, driving on sidewalk, and speed limits.

By way of background, on March 29, 2000, the City Council adopted Ordinance #4-2000 under Chapter 7, Article I, Section 7.103 of the Vehicles, Traffic and Parking Ordinance. This ordinance was adopted in order to be more responsive to the changing parking needs of downtown. Before its adoption, it often took three readings of the City Council to simply change a parking space from a 2-hour time restriction to a 15-minute one. This process would often take 3-4 months to complete.

The current ordinance authorizes the Parking and Traffic Safety Committee to recommend temporary parking and traffic regulations to the City Council for its approval in the form of its monthly meeting minutes. Once the Council approves these minutes, the temporary regulations are in effect for a period not to exceed one year. During that year the Council and the public have the benefit of seeing how a temporary regulation works before adopting it as a permanent change to the parking ordinance. These temporary regulations are presented at one time to the Council for its consideration. If adopted, the following sections of the parking ordinance would be amended: Chapter 7, Vehicles, Traffic and Parking, Article III, Traffic Ordinance, Section 7.330 A, No Parking; Section 7.341, Driving on Sidewalk and Chapter 7, Article XI, Speed Limits, Section 7.1100 E, Speed Limit: 25 MPH.

The attached amendments to Chapter 7 for the Council's consideration summarize the temporary regulations implemented by the Parking and Traffic Safety Committee over the past 12 months.

*I recommend that the City Council move to pass first reading, and schedule a public hearing and second reading at the August 5, 2024 City Council meeting.*

C. **Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City Under the Municipal Finance Act of Up to Six Hundred Fifty Thousand Dollars (\$650,000) for costs related to School Facilities' Capital Improvements:**

Attached please find a Resolution in the amount of \$650,000 and corresponding element sheets describing the projects.

*I recommend that the City Council move to adopt the Resolution as presented.*

D. **Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act of up to Twelve Million Nine Hundred and Twenty-Five Thousand Dollars (\$12,925,000) for costs related to Ambulance Replacement Program; Police Deficiencies and Repair Project; Land Acquisition; South Mill Pond Playground; Additional Outdoor Recreation Fields; Prescott Park Master Plan Implementation; Citywide Facilities Capital Improvements; Greenleaf Avenue Sidewalk; Russell/Market Intersection Upgrade; Fleet Street Utilities Upgrade and Streetscape; Citywide Storm Drain Improvements; and the Creek Neighborhood Reconstruction:**

Attached please find a Resolution in the amount of \$12,925,000 and corresponding element sheets describing the projects.

*I recommend that the City Council move to adopt the Resolution as presented.*

E. **Public Hearing and Adoption of 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 and Fifty Thousand Dollars (\$4,050,000) Related to Water Storage Tank Improvements; Madbury Water Treatment Plant – Facility Repair and Improvements; Fleet Street Utilities Upgrade and Streetscape; DPW Complex Improvements; and the Creek Neighborhood Reconstruction:**

Attached please find a Resolution in the amount of \$4,050,000 and corresponding element sheets describing the projects.

*I recommend that the City Council move to adopt the Resolution as presented.*

- F. **Public Hearing and Adoption of 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 Thirty Five Million and Four Hundred and Sixty-Five Thousand Dollars (\$35,465,000) for costs related to Pease Wastewater Treatment Facility; Wastewater Pumping Station Improvements; Sewer Service Funding for Sagamore Avenue Area Sewer Extension; Mechanic Street Pumping Station Upgrade; Peirce Island Wastewater Treatment Facility; Fleet Street Utilities Upgrade and Streetscape; Citywide Storm Drainage Improvements; DPW Complex Improvements; and the Creek Neighborhood Reconstruction:**

Attached please find a Resolution in the amount of \$35,465,000 and corresponding element sheets describing the project.

*I recommend that the City Council move to adopt the Resolution as presented.*

- G. **Public Hearing and Second Reading of Proposed Ordinance Amending Chapter 10, Zoning Ordinance – Solar Energy Panels, Article 6, Overlay District, Section 10.633.20 - Exemptions from Certificate of Approval; Section 10.633.30 – Administrative Approvals; Section 10.634.20 – Application Contents adding Section 10.634.24; Section 10.636.32 (1) – Public Hearings; Section 10.636.12 – Notice of Disapproval & Article 15, Definitions, Section 10.1530 – Terms of General Applicability:**

On January 16, 2024, the City Council voted to amend Chapter 10, Article 6, Section 10.633.20 regarding solar panels and to refer that amendment to the Planning Board for a Work Session with the Historic District Commission for a report back with recommendations to the City Council.

The HDC and Planning Board held a joint work session on February 21, 2024 to discuss the amendment. At the March 4, 2024 City Council meeting, HDC Chair Reagan Ruedig and Planning Board Chair Rick Chellman gave a brief update to the Council, explaining that the HDC and the Planning Board would work together over the next several months to bring forward amendments to the Zoning Ordinance regarding solar panels for first reading at the May 6, 2024 City Council meeting.

The HDC held three work sessions (March 13, 2024, April 10, 2024 and April 17, 2024) and drafted new proposed solar panel amendments which were reviewed by the Planning Board at their April 25, 2024 meeting. The Planning Board approved the HDC's amendments (with one minor edit) and held a public hearing at their May 16, 2024 meeting where they voted unanimously to recommend approval of the amendments to City Council.

The City Council held first reading to amend Chapter 10, Article 6, Section 10.633.20 at the June 3, 2024 meeting, by adding a new paragraph 28 "Solar Energy Panels flush mounted to rooftops of existing structures which do not require other alterations to existing structures" and new paragraph 29 "Accessory Elements to Solar Panels which do not require other alterations to existing structures."

During first reading, the Council brought forward the version of amendments recommended from the Planning Board (May 16<sup>th</sup> version) and amended the ordinance to include these recommendations by moving Section 10.633.32, items 1-6 to be included under the new paragraph 28 in Section 10.633.20 – Staff Level Exemptions. As proposed, the amendments provide for a staff review and exemption of certain solar panel applications that meet the requirements outlined in this section, clarify administrative approval in Section 10.633.30, add a requirement that a letter of certification be provided by an engineer or architect to support structural loads in Section 10.634.20 and add new definitions in section 10.1530.

To follow up on the question as to whether the proposed zoning amendment would impact the City’s standing in applying for grants and as a Certified Local Government (CLG), Peter Britz, the City’s Director of Planning and Sustainability reached out to the NH Division of Historical Resources. He spoke with Community Preservation Coordinator Amy Dixon on May 2<sup>nd</sup> where he asked her if she thought a change to our zoning ordinance to allow solar panels in the Historic District would have any impact on our eligibility for grants. She answered that she could not conceive of any way that this would be the case. Further she did not think it would compromise the designation on the National Register of Historic places. He followed up with Ms. Dixon on June 12<sup>th</sup> asking about the impact of the proposed amendment given the language says solar panels will be allowed where they are “minimally visible” from a public way. He received a response from Brandee Loughlin Preservation Planning and Development Coordinator and CLG Coordinator at NHDHR who stated that the proposed changes to our Zoning Ordinance would not impact our CLG status or any future potential grants. [This correspondence is attached for your review.](#)

He followed up again with Ms. Loughlin on June 18<sup>th</sup> with a copy of the draft ordinance which she reviewed and shared with Director Britz that she had read through the proposed ordinance and confirmed that it would not affect the City’s Certified Local Government status nor would it affect Portsmouth’s standing in any future CLG grant applications or subsequent awards.

*I recommend that the City Council move to pass second reading and schedule a third and final reading of the proposed ordinance at the August 5, 2024 City Council meeting.*

H. **Public Hearing to Consider a Cable Television Renewal Franchise Agreement with Comcast (“Franchise Agreement”):**

Action regarding this item will take place under the City Manager’s name as this evening’s meeting.

## *XI. City Manager's Items Which Require Action:*

### **1. Cable Television Franchise Agreement with Comcast:**

At its meeting of June 17, 2024, the City Council scheduled a public hearing for this evening's meeting to consider a proposed Cable Television Renewal Franchise Agreement with Comcast ("Franchise Agreement"). The proposed Franchise Agreement is for a 10-year term beginning August 1, 2024, and ending July 31, 3034. [A copy is attached.](#)

Background and key terms of the proposed Franchise Agreement are summarized in a quick reference document, [also attached](#). Importantly, the proposed Franchise Agreement does not give exclusive rights to Comcast; it does allow Comcast to continue to serve existing and new customers without limiting competition.

The Cable and Broadband Internet Commission ("Commission") has been working on the draft Franchise Agreement for over a year. As part of the process, City staff worked with the Commission to conduct an informal survey in 2023. The results of that survey are found here: <https://www.cityofportsmouth.com/sites/default/files/2023-09/FINAL%20Cable%20Survey%20and%20Comments%202023.09.21.pdf>

The Commission also created an FAQ page to help answer common questions and describe consumer options. Those FAQs are found here: <https://www.cityofportsmouth.com/cityclerk/cable-and-broadband-commission-faqs>

The Commission held a public hearing on January 22, 2024, and heard extensively from PPMTv which is granted the opportunity to broadcast under rights granted to the City under the Franchise Agreement.

At its meeting of June 6, 2024, the Commission moved to forward the proposed draft Cable Television Renewal Franchise Agreement to the City Council for its consideration. The law requires a public hearing prior to action of the City Council. The current franchise agreement is scheduled to expire July 31, 2024.

*I recommend that the City Council move to authorize the City Manager to finalize and execute the Cable Television Franchise Renewal Agreement as presented.*

### **2. Request for Capital Improvement Plan (CIP) Process Kick Off Work Session:**

I would like to request a work session to discuss the Capital Improvement Plan (CIP) process, address and prioritize core functions and mission critical projects, and begin to gather input and guidance from the Council and the public.

*I recommend that the City Council move to schedule a work session on Monday, August 19th at 6:00 p.m.*



3. **Lease Agreement with AIDS Response of the Seacoast:**

AIDS Response of the Seacoast (“AIDS Response”) leases 1,834 square feet in the Seybolt Building from the City pursuant to terms of an Agreement dated August 23, 2018. This Agreement was amended to a month-to-month lease by vote of the City Council on August 7, 2023. The lease was amended to give the City and AIDS Response the time and flexibility to work together to identify different municipal property for AIDS Response to lease.

On August 21, 2023, the City Council passed a resolution to use ARPA funds for costs associated with capital improvements to Community Campus. Some of those capital improvements include reconfiguring tenants’ leased space. Given this reconfiguration of existing tenants’ leased space, new lease space was created for AIDS Response at Community Campus. Although the fit up for the other Community Campus tenants is not yet complete, the fit up for the new lease space for AIDS Response will be ready in early August.

The attached Lease Agreement and associated Exhibits creates a five-year lease term with an option to renew. Different rent rates, or tiers, have been created for each of the tenants of the Community Campus related to its overall impact on the premises, such as use of the common areas and maintenance services. The Recreation Department’s relocation to Community Campus, and its shared use of the campus along with the existing tenants, has given the City a better understanding of how the leased space and common areas are used, which informed the City’s revision to the existing Rules and Regulations for all tenants attached as Exhibit B. The leases for the other tenants of Community Campus were extended by Council vote on June 17, 2024. The new leases for these tenants will come forward for Council’s consideration and review in August.

*I recommend that the City Manager be authorized to finalize and execute the Lease Agreement with AIDS Response in a form similar to what is presented.*

4. **Sidewalk and Traffic Easement from Saint John’s Masonic Association:**

On September 6, 2007, the City obtained from Saint John’s Masonic Association a Sidewalk and Traffic Signal Easement recorded at the Rockingham County Registry of Deeds at Book 4841, Page 598. The easement area for the traffic signal is a small area located at the end of the sidewalk at the corner of Miller Avenue and Middle Street. The City is upgrading the existing traffic signal light at the intersection and in order to install the new traffic signal equipment (new traffic signal mast arm and control cabinet), the City needs to enlarge the existing easement area. The attached Sidewalk and Traffic Signal Easement Deed enlarges the easement area to approximately 187 square feet as shown on the attached plan and is presented to Council for review and acceptance. The Legal Department, Public Works Department and Saint John’s Masonic Association have approved the form of the easement.

*I recommend that the City Council accept and authorize the City Manager to execute the Sidewalk and Traffic Signal Easement Deed with Saint John’s Masonic Association to enlarge an existing easement area at the corner of Miller Avenue and Middle Street for a traffic signal light as presented.*

5. **Authorization to Trade Vehicles and Equipment:**

Attached please find a list of scheduled vehicle and equipment replacements funded via the FY25 Rolling Stock Capital Plan. The funded vehicle value reflects staff-estimated trade in values based on historical experience and previous dealer interest. For many years, the Department would add surplus vehicles to the City’s annual surplus equipment auction, but in recent years have found the trade values offered by dealers are slightly more advantageous to the City.

Trade in values are estimated by the dealer at the time of order and are based on mileage or hours, body condition, and age. The actual trade value received at the time of delivery may be impacted if the mileage is higher than anticipated or if additional body degradation has occurred.

*I recommend that the City Council move to authorize the Department of Public Works to dispose of the used vehicles identified through the trade in process as described.*

***XII. Consent Agenda:***

A. **Projecting Sign Request – 108 Penhallow Street:**

Permission is being sought to install a projecting sign at 108 Penhallow Street that extends over the public right of way, as follows:

Sign dimensions: 41” x 27.75”

Sign area: 7.9 sq. ft.

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

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



**B. Projecting Sign Request – 238 State Street:**

Permission is being sought to install a projecting sign at [238 State Street](#) that extends over the public right of way, as follows:

Sign dimensions: 36” x 36”

Sign area: 9 sq. ft.

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

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

**C. Projecting Sign Request – 104 Congress Street:**

Permission is being sought to install a projecting sign at [104 Congress Street](#) that extends over the public right of way, as follows:

Sign dimensions: 48” x 32”

Sign area: 10.6 sq. ft.

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

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

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

### 1. **Community Policing Facility Update:**

City staff are prepared to share an update regarding the proposed Community Policing Facility project.

### 2. **Sherburne Property Update:**

Acting City Manager Woodland will provide a verbal update on the status of the Sherburne Property disposition process.

### 3. **South Meeting House Update:**

City staff will provide a verbal update on the status of the South Meeting House Request For Proposals process.

### 4. **Hazard Mitigation Plan Update:**

Please find enclosed a draft update of the City's Hazard Mitigation Plan.

The City has been working with the Rockingham County Planning Commission, NH Homeland Security and Emergency Management to update the 2017 Plan, which will expire in September of 2024.

The Portsmouth Hazard Mitigation Plan Update represents the collaborative effort of City staff listed on page 5 of the document to produce the document attached in an expedited fashion due to funding delays at the State level and the imminent expiration deadline for our existing plan. This plan update will serve to assist the City in reducing and mitigating future losses from natural hazard events, identifying specific natural hazards impacting Portsmouth, and outlining existing and future natural hazard mitigation efforts.

Fire Chief McQuillen respectfully requested that this plan be submitted to the City Council. He announces a two-week public comment period. Feedback from members of the Council and the public should be sent directly to the Fire Chief at his email ([wjmcquillen@cityofportsmouth.com](mailto:wjmcquillen@cityofportsmouth.com)) or via phone 603-427-1515.

It should be noted that while there are many potential mitigation strategies contained in the draft plan, this plan is for planning purposes only. It can be amended by the Council and funded in phases, or priorities. Priorities can change, and projects can be shifted and changed based on the City's needs at the time.

Once this plan is reviewed and approved by the Federal Emergency Management Agency, it will be returned to the City Council for final adoption.

CABLE TELEVISION RENEWAL FRANCHISE

GRANTED TO

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE

AUGUST 1, 2024

City of Portsmouth Cable Television Renewal Franchise Agreement  
August 1, 2024 – July 31, 2034  
**DRAFT 06-17-2024**

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**AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2024, between the City of Portsmouth, as statutory Franchising Authority pursuant to RSA: 53-C, and Comcast of Maine/New Hampshire, Inc. ("Comcast").

**WITNESSETH**

WHEREAS, the City of Portsmouth, New Hampshire, as Franchising Authority pursuant to RSA Chapter 53-C, is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, upgrade, operate and maintain a cable television system within the City of Portsmouth; and

WHEREAS, the Portsmouth City Council has duly appointed members to its Cable and Broadband Internet Commission, a commission established by Portsmouth Ordinance to assist with cable franchise matters;

WHEREAS in accord with its duties the Cable and Broadband Internet has conducted a subscriber survey, reviewed Comcast performance data, met with school and city officials and other stakeholders, explored opportunities for community broadband and took other action to investigate Comcast performance and opportunities;

WHEREAS, the Cable and Broadband Internet Commission conducted a public hearing, pursuant to Section 626(a) of the Cable Act, on January 22, 2024 , to (1) ascertain the future cable-related community needs and interests of Portsmouth, and (2) review the performance of Comcast, during its then current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on proposals in connection with the renewal in Portsmouth;

WHEREAS the Portsmouth City Council held a public hearing on \_\_\_\_\_ and voted to approve this Agreement for Franchise Renewal on \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

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**ARTICLE 1 – DEFINITIONS**

**Section 1.1--Definitions**

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) **Access Channel:** A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations (PEG).
- (2) **Access Corporation:** means the entity designated by the Franchising Authority, currently PPMTv, responsible for transmitting programming by members of the public, public schools, education, institutional and similar organizations.
- (3) **Affiliate or Affiliated Person:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (4) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.
- (5) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104- 458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
- (6) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.
- (7) **Cable Television System, Cable System or System:** A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except

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that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(8) City: The City of Portsmouth, New Hampshire.

(9) City Attorney: The City Attorney of the City of Portsmouth, New Hampshire.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(11) Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is within the Franchisee's control.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Digital Terminal Adapter ("DTA"): A set-top box deployed by the Franchisee that converts digital service to analog to support video to analog television sets. The DTA can also deliver digital video distribution to digital television sets via the cable input. The DTA does not support Video on Demand services, Digital Video Recorder (DVR) or Premium Services.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(16) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(17) Effective Date of Renewal Franchise (the "Effective Date"): August 1, 2024.

(18) FCC: The Federal Communications Commission, or any successor agency.

(19) Franchise Fee: The payments to be made by the Franchisee to the City, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

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- (20) Franchisee: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise
- (21) Franchising Authority: City of Portsmouth, New Hampshire acting through its City Council and Cable Television and Communications Commission.
- (22) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.
- (23) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for the Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that such revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (24) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

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- (26) **Leased Channel or Leased Access:** A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.
- (27) **Normal Business Hours:** Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and some weekend hours.
- (28) **Origination Capability:** An activated cable and connection to an Upstream Channel, which allows User(s) to transmit a Signal(s) upstream to a designated location.
- (29) **Outlet:** An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (30) **Pay Cable or Pay Service(s):** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (31) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (32) **PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (33) **Pedestal:** An environmental protection unit used in housing Cable Television System equipment and/or amplifiers.
- (34) **Person:** An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- (35) **Prime Rate:** The prime rate of interest at Bank of America, or its successor.
- (36) **Programming or Video Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (37) **Public Access Channel:** A specific channel(s) on the Cable System which is made available for use by, among others, Portsmouth individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (38) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a

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representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(39) **Renewal Franchise:** The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(40) **Scrambling/encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(41) **Service:** Any Basic Service, any Pay Service, or any other Cable Service offered over the Cable Television System, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

(42) **Signal:** Any transmission of electromagnetic or optical energy which carries information from one location to another.

(43) **State:** The State of New Hampshire.

(44) **Subscriber:** Any Person, firm, corporation or other entity in the City who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

(45) **Subscriber Network:** The Cable System that is owned and operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(46) **Transfer:** The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Renewal Franchise, to a Person or a group of Persons.

(47) **Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(48) **Upstream Channel:** A channel over which Signals travel from an authorized location to the System Headend.

(49) **User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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**ARTICLE 2 – GRANT OF RENEWAL FRANCHISE**

**Section 2.1 Grant of Renewal Franchise**

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the City Council of the City of Portsmouth, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Renewal Franchise to the Franchisee, authorizing and permitting the Franchisee to upgrade, install, operate and maintain a Cable Television System within the corporate limits of the City of Portsmouth.

This Renewal Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire; the Cable Act; the regulations of the FCC; and all City, State and federal statutes and ordinances of general application, all as may be amended during the term of this Renewal Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Portsmouth within the municipal boundaries and subsequent additions thereto, including property over which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Portsmouth. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

**Section 2.2 Term of Renewal Franchise**

The term of this Renewal Franchise shall be for ten (10) years, commencing on August 1, 2024, and expiring on July 31, 2034, unless sooner terminated as provided herein.

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## **Section 2.3 Non-Exclusivity of the Renewal Franchise**

(a) This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the City of Portsmouth; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any lawful purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional Cable Television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise.

## **Section 2.4 Police and Regulatory Powers**

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable Department of Public Works policies and practices and any ordinances enacted by the City. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the City's police and generally applicable regulatory powers shall be resolved in a court of appropriate jurisdiction.

## **Section 2.5 Removal or Abandonment**

Subject to applicable law, upon termination of this Renewal Franchise by passage of time or otherwise, and unless (1) the Franchisee renews or is in the process of renewing its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

## **Section 2.6 Amendment by Mutual Agreement**

This Renewal Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal Franchise.



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**ARTICLE 3 – TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE**

**Section 3.1     Transfer of the Renewal Franchise**

(a)     Subject to applicable law and compliance with the provisions in this Section 3.1, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefore on forms prescribed by the FCC.

(b)     The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c)     The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d)     The Franchising Authority shall complete review of the request for Transfer and make a decision no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.

(e)     For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f)     Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

**Section 3.2     Effect of Unauthorized Action**

(a)     The taking of any action in violation of Section 3.1 shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

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(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Renewal Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

**Section 3.3 No Waiver of Rights**

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

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**ARTICLE 4 – SYSTEM DESIGN**

**Section 4.1 Subscriber Network**

- (a) The Franchisee shall continue to operate, maintain and make available to all residents of the City a Subscriber Network of at least 750 MHz, fed by means of a hybrid fiber-optic/coaxial cable network.
- (b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.
- (c) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

**Section 4.2 Emergency Alert System**

The Subscriber Network shall be in compliance with the FCC's Emergency Alert System ("EAS") regulations and in accordance with applicable New Hampshire laws and/or regulations.

**Section 4.3 Emergency Power**

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of four (4) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

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**ARTICLE 5 – CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 5.1 Service Availability**

(a) **Standard Installation.** The Franchisee shall make available Cable Service within seven (7) days of a resident’s request provided that the residence is located not more than two hundred (200) feet from the Trunk and Distribution System and the requirements of subsection (c). Franchisee may charge a standard installation rate in accord with applicable federal and state laws.

(b) **Non-Standard Installation.** Non-Standard Installations are those in excess of 200 feet from the Trunk and Distribution System or installations that are underground.

For underground installation of less than 200 feet from the Trunk and Distribution System, the Franchisee shall have thirty (30) days to survey, design and provide a cost estimate. Franchisee shall have sixty (60) days after receipt of any required deposit or payment to complete the work.

For installations of between 200 feet and 1,000 feet (whether aerial or underground) from the Trunk and Distribution System, the Franchisee shall have thirty (45) days to survey, design and provide a cost estimate. Franchisee shall have sixty (60) days after receipt of any required deposit or payment to complete the work.

For all other installations, Franchisee shall have up to 180 days to complete all survey, design, cost- estimating and installation work provided that any deposit or payment required is received within thirty days of the request.

Non-standard installation charges shall be fair and reasonable and in accord with applicable law.

(c) All installations are conditioned upon the Franchisee obtaining any easements, agreements and permits necessary to complete the installation. The Franchisee shall make every reasonable effort to obtain such easements, permits, agreements and permits in order to make Cable Service available. All installations are subject to weather conditions and force majeure.

**Section 5.2 Location of Cable Television System**

The Franchisee shall operate and maintain the Cable Television System within the City of Portsmouth. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular (bicycle included) or pedestrian traffic over Public Ways and places. The erection and

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location of all poles, towers and any other obstructions shall be in accordance with applicable City ordinances, regulations and State laws.

### **Section 5.3    Underground Facilities**

(a)     In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Franchisee shall likewise place its facilities underground. Franchisee shall be responsible for the cost and expense of such placement underground in the same manner as the electric and telephone utility companies. In the event that public or private funds are made available to pay for such underground projects, Franchisee shall be like other similarly situated utilities and included by the City for such funds. In the event that Franchisee is required to place existing aerial plant underground in circumstances not required by law (typically for aesthetic reasons), Franchisee reserves its right to pass any costs in excess of any available public or private funds through to Subscribers.

(b)     Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

### **Section 5.4    Tree Trimming**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Renewal Franchise regarding tree and/or root trimming and/or pruning.

### **Section 5.5    Restoration to Prior Condition**

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to

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comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

#### **Section 5.6 Temporary Relocation**

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 5.7 Disconnection and Relocation**

The Franchisee shall, without charge to the Franchising Authority and/or the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity. In the event that public or private funds are made available to pay for such projects, Franchisee shall be like other similarly situated utilities and included by the City for such funds.

#### **Section 5.8 Safety Standards**

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, the rules and regulations of the Commission and the FCC, all applicable building codes and land use restrictions as the same exist or may be amended hereafter.

#### **Section 5.9 Pedestals**

In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable regulations of the City; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the City. In the event that the

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Franchisee is no longer using any such Pedestals for the provision of Cable Service(s) or other services, the Franchisee shall expeditiously remove any such Pedestals and accompanying Cable Service infrastructure from the Public Way(s) expeditiously.

### **Section 5.10 Private Property**

The Franchisee shall be subject to all generally applicable Laws, and regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

### **Section 5.11 Right to Inspection of Construction**

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal Franchise in order to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority and/or its designee(s) shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall be given in a timely manner and which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspections.

### **Section 5.12 Cable System Maps**

(a) Upon written request, the Franchisee shall provide the Franchising Authority strand maps of the Cable System plant. Strand maps shall include the routing of the Cable System, including all underground and aerial plant.

(b) Upon written request, the Franchisee shall make available to the Franchising Authority for inspection "as-built" maps of all Cable System plant at a mutually-agreeable location in Portsmouth.

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**Section 5.13 Commercial Establishments**

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City provided that the establishment(s) agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**Section 5.14 Local permitting**

The Franchisee shall comply with all local flagging, encumbrance, excavation and like permitting.

**Section 5.15 Residential Exterior Wiring**

The Franchisee shall adhere to Subscribers' reasonable requests for location of entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

**Section 5.16 Make Ready and Pole Transfers**

If requested by the Franchising Authority, and in coordination with any pole owner, Franchisee shall move its lines and equipment within forty-five (45) days of written notice from the Franchising Authority for nonemergency, standard transfers of lines and equipment on poles for making the pole ready for new attachers. Nothing herein shall alleviate Franchisee from making any transfers of lines and equipment in a shorter period of time if required by other contractual commitments or licensing obligations.



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**ARTICLE 6 – SERVICES AND PROGRAMMING**

**Section 6.1 Basic Service**

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable System serving the City pursuant to applicable statute or regulation.

**Section 6.2 Programming**

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 1 attached hereto and made a part hereof.

(b) Subject to applicable law, the Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance notice of any significant change in its Portsmouth Programming line-up, if the change is within the control of the Franchisee. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

**Section 6.3 Leased Channels for Commercial Use**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

**Section 6.4 Cable Compatibility**

The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

**Section 6.5 Continuity of Service**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When

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necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

### **Section 6.6 Service Interruption**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use and, if practical, only after a minimum of twenty-four (24) hours' notice to all affected Subscribers.

### **Section 6.7 Parental Control Capacity**

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

### **Section 6.8 Connections and Monthly Service to Public Buildings and Schools**

(a) The Franchisee shall provide, install and maintain Subscriber Cable Drops and Outlets and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in Exhibit 2, attached and made a part hereof, and any other public buildings and schools along the Cable System Trunk and Distribution System as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop and Outlet with the Franchising Authority. There shall be no cost to the City for the standard installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall supply one (1) digital Converter for each Outlet, if necessary, without charge to the City, for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall provide standard installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure. The requirements in this section shall be subject as applicable to the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this Renewal Franchise.

**ARTICLE 7 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS**

**Section 7.1 PEG Access Programming**

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

**Section 7.2 Peg Access Channels**

(a) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) downstream Access Channel for Governmental Access programming, to be programmed by the City and/or the Access Corporation.

(b) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or the Access Corporation.

(c) The Franchisee shall, upon written request from the Franchising Authority, make available one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or Access Corporation conditioned upon the following:

The second channel, pursuant to paragraph (b) above, is being substantially programmed. Substantially programmed shall mean that the second channel is carrying locally-produced, non-character generated programming between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, at least seventy percent (70%) of the time for the twelve (12) week period immediately preceding or the twelve week period preceding the Franchising Authority's written request for a third channel under paragraph (h) below, as may be applicable. Of the 70% described above, at least thirty percent (30%) of the programming shall be new, non-duplicative programming during that six week period.

The Franchisee shall have six (6) months from the receipt of such written notification to activate the Access Channel requested.

(d) The first two Access Channels shall be included as part of the Basic Service available to all Subscribers. The third channel may, at the option of the Franchisee, be made available in the digital tiers only.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the Access Channel(s), once established, without the advance, written notice to the Franchising Authority and the Access Corporation; such notice shall be at least ninety (90) days. The Franchisee shall use its best efforts, in good faith, to minimize any Access Channel(s) relocations. The Franchisee shall provide at least thirty (30) days to Subscribers of the relocation. Access Channels shall be located together whenever reasonably possible.

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(f) The City and/or the Access Corporation shall be responsible for the picture quality of all Access Programming at the input of the modulators which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the City's and/or Access Corporation's end-user equipment. The Franchisee may require access to the modulator(s) for the purpose of testing, maintaining, and/or adjusting output levels of the modulator, and the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may require the City or the Access Corporation to first test and determine if end-user equipment is the source of any apparent signal problems.

(g) Modulators or equivalent technology at origination locations shall be owned and maintained by the Franchising Authority.

(h) The Franchising Authority agrees that neither the second nor the third Access Channel shall be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority and/or Access Corporation may use character-generated messages along with new programming. The Franchising Authority and/or its designee(s) shall be responsible for providing the Access Channel signal(s) in a standard definition format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the Access Channels Signal(s) on its Cable System in standard definition format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(i) Franchisee shall distribute the Government Access Channel programming in high definition. Comcast may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the cable system. All PEG programming containing properly formatted closed captions, SAP or stereo audio shall be delivered to Subscribers in such formats.

**Section 7.3 Access Channel Maintenance**

The Franchisee shall monitor the Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

**Section 7.4 PEG Studio Move**

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Should the Access Corporation decide to relocate its studio facilities from its current location, as of the Effective Date of this Renewal Franchise, the Franchisee shall provide origination Capability to the new studio as follows:

- (a) The Franchisee shall provide a written estimate of the cost of providing such video origination Capability within forty-five (45) days of receipt of a request from the Franchising Authority;
- (b) The Franchisee shall be responsible for the first Forty Thousand Dollars (\$40,000.00) of such new Drop and origination Capability relocation costs; any relocation costs in excess of \$40,000.00 shall be paid by the Franchising Authority and/or the Access Corporation;
- (c) Within forty-five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee, the Franchising Authority and/or the Access Corporation shall issue a payment, if such estimate exceeds \$ 40,000.00;
- (d) Upon receipt of the payment from the Franchising Authority, no later than forty- five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee (if such costs are \$40,000.00 or less), the Franchisee shall order equipment and begin the construction process; and
- (e) No later than thirty (30) days of the timelines established in Section 7.4(d) above for an aerial Drop and within ninety (90) days for an underground Drop, the Franchisee shall construct, install and provide such origination Capability Drop to the new PEG Access Studio, subject to Force Majeure.

**Section 7.5 Censorship**

The Franchisee shall not engage in any program censorship or any other control of the content of Access Channel programming on the Cable System, except as otherwise required or permitted by applicable law.

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**ARTICLE 8 – FRANCHISE FEES**

**Section 8.1 Franchise Fee Payments**

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenues, as defined in Section 1.1(23) supra, derived during each year of this Renewal Franchise. The Franchisee shall not be liable for Franchise Fees in excess of five percent (5%) of its Gross Annual Revenues; provided, however, the five percent (5%) cap shall not include:

(i) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or any damages.

(b) Payments shall be made on a quarterly basis throughout the term of this Renewal Franchise not later than forty-five (45) days after the end of each 3 month period (by Feb 15<sup>th</sup>, May 15, August 15<sup>th</sup> and November 15<sup>th</sup>). Payments shall be made payable to the City of Portsmouth.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding year. The Franchisee shall also complete and submit to the Franchising Authority, on a quarterly basis, a Gross Annual Revenues Reporting Form substantially and materially consistent with that which is attached hereto as Exhibit 3.

(d) Nothing in the Cable Act or this Renewal shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind otherwise permitted by law with respect to Cable Service.

**Section 8.2 Other Payment Obligations and Exclusions**

The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person.

**Section 8.3 Late Payment**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 8.3 shall

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not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.I hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 8.4    Re-computation**

(a)    Tender or acceptance of any payment required shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject to audit and re-computation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b)    If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and re-computation and the Franchisee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

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**ARTICLE 9 – RATES AND CHARGES**

**Section 9.1 Rate Regulation**

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

**Section 9.2 Notification of Rates and Charges**

(a) The Franchisee shall make all rates and charges of any kind and all terms or conditions related to Subscriber Services: (1) available in writing at the Franchisee's business office; (2) accessible electronically through publication on Franchisee's website; and as required in writing under Section 13.5.

(b) The Franchisee shall provide annually to both the Franchising Authority and to all Subscribers written schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. If the Subscriber has opted for electronic communications schedules may be distributed by electronic mail.

(c) The Franchisee shall notify all Subscribers and the Franchising Authority in writing of any impending rate increases no later than thirty (30) days prior to such increase(s) and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days' notice. No rates or charges shall be effective except as they appear on a schedule timely provided to the Franchising Authority and Subscribers.

(d)

At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service.

(e) During the term of this Renewal Franchise, whenever a Subscriber contacts the Franchisee to inquire about Basic Service rates, the Franchisee shall clearly inform all Subscribers and potential Subscribers about the availability and price of the lowest cost of Cable Service.

(f) (c) Under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise requirements, may be passed through to Subscribers in accordance with federal law.



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**Section 9.3 Credit for Service Interruption**

In the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that the interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law.

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**ARTICLE 10 – INSURANCE AND BONDS**

**Section 10.1 Insurance**

From the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A commercial general liability policy naming the Franchising Authority, the City, its officers, boards, committees, commissions, and employees as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.

(2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;

(3) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(4) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

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- (d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the City may immediately suspend operations under this Renewal Franchise, subject to the provisions of Section 12.1 herein.

**Section 10.2 Performance Bond**

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety Franchised to do business in the State of New Hampshire in the sum of Twenty Five Thousand Dollars (\$25,000.00). The bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise.

(b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the City recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

**Section 10.3 Reporting**

The Franchisee shall submit to the Franchising Authority, upon request, copies of all current certificates regarding (i) all insurance policies, and (ii) the performance bond.

**Section 10.4 Indemnification**

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees,

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officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring City remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied. If the Franchising Authority does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Franchising Authority shall not exceed the amount of such settlement.

## **Section 10.5 Notice of Cancellation or Reduction of Coverage**

The insurance policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice from the Franchisee of such intent to cancel, materially change or reduce the coverage required herein.

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**ARTICLE 11 – ADMINISTRATION AND REGULATION**

**Section 11.1 Regulatory Authority**

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System including enforcement and compliance.

**Section 11.2 Performance Evaluation Hearings**

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Renewal Franchise. The Franchisee shall be provided timely notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of such evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary.

**Section 11.3 Emergency Removal of Plant**

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

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**Section 11.4 Removal and Relocation**

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which cost the Franchisee shall reimburse to the City.

## **ARTICLE 12 – BREACH, LIQUIDATED DAMAGES, FRANCHISE REVOCATION**

### **Section 12.1 Determination of Breach**

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(b) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure the default and diligently continue such efforts until the default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after the public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearing, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;

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- (iv) foreclose on all or any appropriate part of the security provided pursuant to Article 10;
- (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other remedy available to the City.

**Section 12.2 Liquidated Damages**

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee receives written notice, by certified mail, of the provision or provision(s) which the Franchising Authority believes are in default, provided the Franchising Authority made a determination of default pursuant to Section 12.1 (d) above.

- (i) For failure to fully activate, operate, maintain the Subscriber Network, in accordance with Article 4, Five Hundred Dollars (\$500.00) per day, for each day that such non-compliance continues.
- (ii) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3, Two Hundred Fifty Dollars (\$250.00) per day, for each day that such non-compliance continues.
- (iii) For failure to comply with the PEG requirements of Article 7 including maintenance of origination locations, Five Hundred Fifty Dollars (\$500.00) for each day that any such non-compliance continues.
- (iv) For failure to comply with the Subscriber and consumer protections in accordance with Article 13, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.
- (v) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.
- (vi) For failure to timely submit any requested reports pursuant to Article 14, Fifty Dollars (\$50.00) per day that reports are not submitted as required.

Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal Franchise and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.2 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for the specific breach for such specific period of time only. With respect to liquidated damages assessed, all similar violations or



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failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

(b) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that the foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

## **Section 12.3 Revocation of the Renewal Franchise**

In the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

## **Section 12.4 Termination**

The termination of this Renewal Franchise and the Franchisee's rights shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

## **Section 12.5 Notice To Other Party of Legal Action**

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) days' notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

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**Section 12.6 Non-Exclusivity of Remedy**

No decision by the Franchising Authority or the City to invoke any remedy under the Renewal Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

**Section 12.7 No Waiver-Cumulative Remedies**

- (a) The rights and remedies provided are cumulative and not exclusive of any remedies provided by 626(d) of the Cable Act.
- (b) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.
- (c) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

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**ARTICLE 13 –SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 13.1 Customer Service Office**

(a) For the term of this Renewal Franchise, the Franchisee shall continue to maintain, operate and staff a conveniently located customer service office in Portsmouth or adjacent community.

The customer service office shall be open for walk-in business during Normal Business Hours for the purpose of, among other things, exchanging/replacing customer equipment; receiving customer payments, inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) The Franchisee shall periodically notify its Subscribers of the location.

**Section 13.2 Customer Service Call Center**

(a) The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Franchisee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Franchisee shall log all such after-hours calls. Any answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

**Section 13.3 Installation Visits-Service Calls-Response Time**

(a) The Franchisee shall provide Cable Service for new installations as set forth in Section 5.1 of this Renewal Franchise.

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- (b) When arranging appointments with Subscribers, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (c) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.
- (d) The Franchisee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.
- (e) System outages shall be responded to within 24 hours by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from an area sharing the same node, or when the Franchisee has reason to know of such an outage.
- (f) The Franchisee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

**Section 13.4 FCC Customer Service Obligations**

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309.

**Section 13.5 Notices to Subscribers**

The Franchisee shall provide annually to all Subscribers the following:

- (a) Schedule of all rates and charges;
- (b) Description of all tiers and programming packages with a listing of channels or Services;
- (c) Summary of all billing policies, procedures and dispute mechanisms;
- (d) Notice of the availability of detailed information on parental controls;
- (e) Franchisee's privacy policies;
- (f) Consumer Protection Notices as set forth in 13.6 of this Agreement; and
- (g) All other notices required by State and Federal law.

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The Franchisee shall make the above-listed information available at all times 1) in writing at the Franchisee's business office and (2) accessible electronically through publication on Franchisee's website.

Prospective Subscribers shall be provided the above-listed information in hard copy form upon request and new Subscribers shall be provided the above-listed information by mail within thirty (30) days of the start of service.

### **Section 13.6 Notice to Subscribers Regarding Quality of Service**

As set forth in R.S.A. 53-C:3-d, annually, the Franchisee shall provide to each of its Subscribers a notice which:

- (a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau; and
- (b) States the responsibility of the Office of the Solicitor General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

### **Section 13.7 Complaint Resolution Procedures**

- (a) The Franchisee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
  - (i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.
  - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing

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administration of the Renewal Franchise and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of Complaints.

#### **Section 13.9 Billing Practices Information and Procedures**

Billing procedures shall be as follows:

(a) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

(b) The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

(c) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the bill date, unless otherwise required by applicable law(s).

(d) Subscribers shall have at least thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning their bill.

(e) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of the dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving Subscriber's written notification of the dispute. If the dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into the dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one day of expiration of the forty-five (45) day period.

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(f) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of the dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

**Section 13.10 Disconnection and Termination of Cable Services**

The Franchisee shall not disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given Subscriber written notice of such past due amount in a clear and conspicuous manner; and (3) Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

**Section 13.11 Change of Service**

Upon Subscriber's notification to disconnect or downgrade Service, the Franchisee shall cease and/or adjust Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of the change(s). Franchisee's charges, if any, shall comply with applicable federal law and regulation.

**Section 13.12 Subscriber Equipment/Wiring**

The Franchisee shall not cut, modify, or otherwise interfere with any coaxial, telephony, data, or electrical wiring in any Subscriber's residence or place of business without the express permission of the Subscriber or his agent, unless it presents an immediate danger to life or safety. Any such modification must be disclosed to the subscriber immediately.

**Section 13.13 Employee and Agent Identification Cards**

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee picture identification card issued by the Franchisee.

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**Section 13.14 Protection of Subscriber Privacy**

- (a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.
- (d) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

**Section 13.15 Remote Control Devices**

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscriber.



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**ARTICLE 14 – REPORTS, AUDITS AND PERFORMANCE TESTS**

**Section 14.1 General**

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. If the City Attorney agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

**Section 14.2 Financial Reports**

Upon written request, the Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, a Statement of Income upon which the annual Franchise Fee is based, including: all Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), Leased Access revenues.

**Section 14.3 Cable System Information**

Upon written request but not more than once per year, the Franchisee shall file with the Franchising Authority a statistical summary of the operations of the Cable System. The report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

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### **Section 14.4 Reports of Subscriber Contact**

To establish the Franchisee's compliance with the requirements set forth in Article 13, the Franchisee shall provide to the Franchising Authority, upon written request of the Franchising Authority, such reports from existing tracked data of Subscriber contact with the Franchisee as may be reasonably requested.

### **Section 14.5 Subscriber Complaint Log**

(a) In accordance with RSA 53-C:3-e as it may be amended, the Franchisee shall keep a record or log of all Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years and shall be available to the Franchising Authority upon request.

(b) The Franchisee shall, within ten (10) business days after receiving a written request from the Franchising Authority, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

### **Section 14.6 Annual Performance Tests**

Upon request of the Franchising Authority, the Franchisee shall provide copies of its applicable Cable System performance tests for the Portsmouth area including, as may be applicable to Cable System, and including applicable performance tests arising from the Franchisee's obligations under 47 C.F.R. Section 76.640, Support for Unidirectional Cable Products Digital Systems.

### **Section 14.7 Quality of Service**

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

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**Section 14.8 Dual Filings**

- (a) Upon written request, the Franchisee shall make available to the Franchising Authority, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Portsmouth Cable System operation hereunder.
- (b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Portsmouth Cable System operation hereunder, it shall immediately notify the other party in writing of the request, petition or waiver.

**Section 14.9 Additional Information**

At any time during the term of this Renewal Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise.

**Section 14.10 Investigation**

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Franchising Authority or City for the purpose of verifying compliance with this agreement and applicable law.

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**ARTICLE 15 – MISCELLANEOUS PROVISIONS**

**Section 15.1 Entire Agreement**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

**Section 15.2 Captions**

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

**Section 15.3 Separability**

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

**Section 15.4 Acts or Omissions of Affiliates**

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

**Section 15.5 Renewal Franchise Exhibits**

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

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### **Section 15.6 Warranties**

The Franchisee warrants, represents and acknowledges, that, as of the Effective Date of this Renewal Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

### **Section 15.7 Force Majeure**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, that party shall not be in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials or other event that is reasonably beyond the control of the Franchisee, the Franchising Authority and/or the City.

### **Section 15.8 Nondiscrimination**

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination through the term of the Renewal Franchise.

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**Section 15.9 Applicability of Renewal Franchise**

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Franchising Authority, the Franchisee, and their respective successors and assignees.

**Section 15.10 Notices**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by first class or certified mail (postage prepaid) to

- (i) Office of the City Manager  
Portsmouth City Hall  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

With copies to:

- (ii) City Attorney  
Portsmouth City Hall  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801

or such other address(es) as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

- (i) Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 01887

With copies to:

- (ii) Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs

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676 Island Pond Road  
Manchester, New Hampshire 03109

- (iii) Comcast Cable Communications  
Attn: Government Relations  
1701 JFK Boulevard  
Philadelphia, Pennsylvania 19103

or such other address(es) as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

- (c) All required notices shall be in writing.

**Section 15.11 City's Right of Intervention**

The City hereby reserves to itself, and the Franchisee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

**Section 15.12 No Recourse Against the Franchising Authority**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief

**Section 15.13 Term**

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

**Section 15.14 Jurisdiction**

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Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of the court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**Section 15.15 No Third-Party Beneficiaries**

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.



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**EXHIBITS**

City of Portsmouth Cable Television Renewal Franchise Agreement  
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**EXHIBIT 1 – PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Franchisee shall provide, at a minimum, the following broad categories of Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming.

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**EXHIBIT 2 – FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS  
AND SCHOOLS**

The following schools and public buildings shall, if requested by the Franchising Authority, receive Drops and the monthly Basic Cable Service at no charge \*.

The Franchisee shall, if requested by the Franchising Authority, supply the same number of DTA's listed below and up to three (3) DTA's at each location not showing any DTA's. The buildings listed below shall receive the number of DTA's as listed and highlighted.

1. City Hall/School Department Central Office, 1 Junkins Avenue, Portsmouth
2. Police Dept, 3 Junkins Avenue, Portsmouth
3. Library, 175 Parrott Avenue, Portsmouth
4. Department of Public Works, 680 Peverly Hill Road, Portsmouth
5. Portsmouth Fire Station 1, 170 Court Street, Portsmouth
6. Portsmouth Fire Station 2, 3010 Lafayette Road, Portsmouth
7. Portsmouth High School, 50 Alumni Circle, Portsmouth
8. Portsmouth Middle School, 155 Parrott Avenue, Portsmouth
9. Little Harbour School, 50 Clough Drive, Portsmouth
10. New Franklin School, 1 Frankin Drive, Portsmouth
11. Dondero School, 32 Van Buren Avenue, Portsmouth, NH 03801
12. Portsmouth Alternative Secondary School, 35 Sherburne Road, Portsmouth (until August 30, 2024)
13. Spinnaker Point Recreation Center, 30 Spinnaker Way, Portsmouth
14. Connie Bean Recreation Center, 155 Parrott Avenue, Portsmouth
15. Pierce Island Wastewater Treatment Facility, Peirce Island Road, Portsmouth
16. Senior Activity Center, 125 Cottage Street, Portsmouth
17. Foundry Place Garage Parking Office, Portsmouth
18. Madbury Water Treatment Plant, 60 Freshet Road, Madbury
19. Community Campus, 100 Campus Drive, Portsmouth

In the event that Comcast serves International Drive at Pease, Fire Station 3, at 127 International Drive, Portsmouth NH

\* and, subject to Section 6.8 supra, any and all new municipal and/or Portsmouth Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

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**EXHIBIT 3 – GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM**

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**SIGNATURE PAGE**

In Witness Whereof, this Renewal Franchise is hereby issued by the City Council of the City of Portsmouth, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF PORTSMOUTH

\_\_\_\_\_  
By: Karen S. Conard  
Title: City Manager

As authorized by the City Council by vote taken: \_\_\_\_\_

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

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

## Background

State and federal law set the boundaries in which municipalities can regulate a cable company such as Comcast. The City is not authorized to regulate programming and rates. The City also lacks the authorization to regulate the internet and voice portions of the typical Comcast package.

The City does have authority to regulate use of the rights-of-way that Comcast uses to provide its service. The City can collect a franchise fee (up to 5% of gross annual revenues from Portsmouth subscribers) for that use. Public access channels (PEG), such as the one used for the City's government channel and the one used for PPMTv, are also subjects for negotiation.

## Key Provisions

- ❖ The City will continue to receive quarterly 5% of the Gross Annual Revenues generated from Portsmouth subscribers. This is the maximum percentage the City can receive under the law. Last fiscal year (FY 23) the City received \$484,241.00. The City records the first \$360,000 in the General Fund and the remainder goes to a trust for the benefit of PPMTv operations. The City has been seeing a slow decline in revenues since FY2018.
- ❖ Comcast will continue to provide two channels for public access, one which supports the Government Channel and the second which is used by PPMTv.
- ❖ Comcast has agreed to maintain a customer service office "conveniently located" in the Seacoast. The Cable Commission sought a commitment to maintain a customer service office in Portsmouth but that was rejected. Although Comcast indicated it has no current plans to close the Portsmouth office, it refused to commit to maintain an office in Portsmouth throughout the term of the agreement.
- ❖ The city will continue to receive cable drops to its municipals buildings.
- ❖ The term of this proposed agreement is ten (10) years.
- ❖ This agreement does not preclude the entry of another cable television provider into the Portsmouth market.

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **AIDS RESPONSE OF THE SEACOAST** of 100 Campus Drive, Portsmouth, New Hampshire 03820, a non-profit corporation, (hereinafter referred to as "LESSEE"), and the **CITY OF PORTSMOUTH**, New Hampshire, of 1 Junkins Avenue, Portsmouth, County of Rockingham, and State of New Hampshire 03801 (hereinafter referred to as "LESSOR").

**WITNESSETH:**

That IN CONSIDERATION of the mutual promises and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree on the terms and conditions upon which LESSOR shall let to LESSEE a portion of the building known as the "Community Campus", which is a multi-unit building. LESSEE will be leasing approximately 1,976 square feet. In addition to this square footage, LESSEE may use the Common Areas as more fully described below, on a parcel of land located on Campus Drive in Portsmouth, Rockingham County, New Hampshire depicted on the City's Tax Map as Map 266, Lot 4 ("Premises") as follows:

**1. DESCRIPTION, TERM AND RENT.****A. Description**

The LESSEE'S square footage is 1,976 square feet. LESSEE has the non-exclusive use of the Common Areas in common with others as more fully defined below. The square footage exclusively occupied by LESSEE and the non-exclusive use of the Common Areas are the LESSEE's "Leased Premises". See LESSEE's leased space attached as Exhibit A.

The Common Areas are defined as that part of the Community Campus and its land designated for the common use of all tenants, the public and the City, including but not limited to entrances, exits, elevators, lobbies, restrooms, corridors, passageways, parking areas, private streets, landscaping, curbs, loading areas, sidewalks and lighting facilities and such other areas that may be designated as Common Areas by Lessor from time to time. The Community Campus also provides additional Common Areas unique to its campus layout, which include an Outdoor Playground, an Indoor Playroom, Gymnasium, Movie Room, Teaching Kitchen, Café, Art Room, Conference Rooms, Tennis Courts and Athletic Fields. Tenant will be required to schedule use of these campus Common Areas pursuant to Facilities and Grounds Rules and Regulations attached and incorporated hereto as Exhibit B.

**B. Term**

The term of LESSEE's Lease Agreement shall be for approximately five years, beginning on August 1, 2024 and ending on June 30, 2029. There shall be an option to renew for an additional five-year term at the LESSEE'S request pursuant to paragraphs 1, D and paragraph 7.

C. Rent

Monthly rent shall be paid the first of each month to the City of Portsmouth. If a term commences on a day other than the 1st of a month, that month's rent shall be prorated based on the number of days in the month. Aids Response was a tenant of the City in another building with a monthly rent of \$1,856.24 per month. The parties agree that for the first two months of this Agreement (August and September, 2024) the rent will remain at \$1,856.24. For the remaining months of FY25, the rent will be at the rate set forth below. The rent charges are for the above-described Leased Premises and calculated using the following components, including a 5% annual escalator:

Year	Component/Tier	Rate	Assessment	
			Annual	Monthly
Aug & Sept 2024			\$3,712.48	\$1,856.24
Oct 2024-June 30, 2025	Square Feet 1,976	C*	\$12.65	\$2,083.03
			+	
			<u>\$18,747.27 =</u>	
			FY 25	
			\$22,459.75	
			Total	
FY 2026	Square Feet 1,976	C	\$13.28	\$2,186.77
FY 2027	Square Feet 1,976	C	\$13.95	\$2,297.10
FY 2028	Square Feet 1,976	C	\$14.64	\$2,410.72
FY 2029	Square Feet 1,976	C	\$15.38	\$2,532.57

Note on Tier Rent Rate\*

It is acknowledged by the parties that LESSOR has created different tiered square footage rent rates (Tier) to incorporate each LESSEE'S impact on the Premises and other LESSEES. The higher the impact on other LESSEES and the Premises, including a proportionally greater use of utilities, janitorial services and certain campus Common Areas, the higher the Tiered Rent Rate. LESSEE'S Tier C rate is the lowest rate and has been calculated to reflect LESSEE'S impact on the Premises and other LESSEES.

D. Renewal Term

LESSEE may at the conclusion of year 4 of the term request an extension of the Lease Agreement for up to an additional five-year term. LESSOR shall negotiate in good faith an extension provided: (1) LESSEE is not in violation or default of any material term of this Agreement; (2) LESSEE has not received more than two (2) notices of default during the term; (3) LESSEE has complied with all Facilities and



Grounds Rules and Regulations, Attached as Exhibit B ; and (4) the City has not been obligated to make any financial contributions to maintain the Leased Premises other than those obligations contemplated by this Lease Agreement.

## 2. **OPERATING EXPENSES, MAINTENANCE AND SERVICES.**

### A. Utilities

Utilities (water, sewer, heat, lights, electricity and natural gas) will be provided by LESSOR and the cost for utilities are included in the Tiered Rent Rate.

### B. Janitorial Services

LESSOR is responsible for usual and customary janitorial services for LESSEE as more fully described in Exhibit C, which defines the usual and customary janitorial services provided by LESSOR and specific duties LESSEE must perform in order to receive janitorial services from LESSOR. The parties acknowledge that its portion of the janitorial services are included in LESSEE'S Tiered Rent Rate and that if LESSEE requests services beyond usual and customary janitorial services, LESSEE will be subject to additional charges either by separate invoice from LESSOR or LESSEE may contract with a separate third-party vendor. LESSOR may change vendors and redefine customary janitorial services at its sole discretion.

### C. Internet/Wi-Fi Services

LESSOR will provide LESSEE with wired and wireless network access that shall include a shared (common) public Wi-Fi, and a shared (common) private Wi-Fi network. The shared common private Wi-Fi is included in LESSEE'S Tiered Rent Rate. LESSEE must comply with the following standards in order to receive Wi-Fi services and IT support from the City of Portsmouth:

- i. Tenants will not install their own Wi-Fi connections, access points or routers on the City's network;
- ii. The City will provide LESSEE with a shared common public Wi-Fi and a shared common private Wi-Fi network;
- iii. LESSOR will be responsible for changing the private Wi-Fi passcode annually or as otherwise needed;
- iv. LESSEE will not share its private Wi-Fi network passcode with any visitors, guests, contractors, or other non-staff visitors and will instruct all non-staff to use the public Wi-Fi;
- v. LESSEE will not be able to use the shared (common) public/ private Internet/Network/ Wi-Fi if LESSEE has regulatory (PII, HIPAA, PCI) requirements in use in their organization. LESSEE must supply its own separate Internet services, networking equipment and Wi-Fi if it has these regulatory requirements. The cost of this dedicated Internet/Network/Wi-Fi infrastructure will be the responsibility of the LESSEE and LESSEE must work with the City's IT Department on coordination and implementation of this infrastructure.
- vi. LESSOR will not provide IT support beyond network service to LESSEE and

- will not provide assistance with systems (computer), application, or other user issues and LESSEE is responsible for its own IT staff or IT service provider.
- vii. If LESSEE needs changes, particularly network changes, to meet business needs, LESSEE or its IT service provider is required to notify the LESSOR'S IT Department in advance of any work planned by opening an IT Support Service ticket 48 hours in advance of the work and will work collaboratively with the IT Department to implement a solution that works and does not disrupt existing systems.

D. Reservation

LESSOR'S obligation to pay operating expenses, maintenance and services described in paragraphs A-D above is based on the historic expenses, calculated on the average over the last several years. If these actual costs of the operating, maintenance or service costs substantially increase or decrease over one full year of the Lease Agreement, LESSOR and LESSEE agree and acknowledge that they will renegotiate the Tiered Rent Rate or agree to an operating, maintenance and service cost escalator.

**3. CONDITION OF PREMISES.**

The parties acknowledge and agree that over the first year of this lease term, substantial renovations and improvements will be constructed at the Premises for the benefit of all LESSEES. The parties further agree and acknowledge that construction may cause temporary relocation and restricted use of the Premises, including the Leased Premises and Common Areas, and these temporary construction-related relocation or restricted use of the Premises and Common Areas will not constitute a breach of the terms of this Lease Agreement by LESSOR.

The LESSOR leases the Leased Premises "as is".

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment and the exterior structure, Common Areas and surrounding grounds and parking areas. In addition, LESSOR shall, at its own expense, make normal repairs and perform maintenance of the Leased Premises, as needed, including, without limitation, the repair of floors, keeping windows and doors watertight and the replacement of broken glass, unless the breakage is the direct result of the acts of the LESSEE, its employees, agents or invitee. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Leased Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the

grounds and remove the Common Area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

LESSEE is prohibited from making repairs and constructing structures or improvements or performing repairs to the Leased Premises, unless prior approval is received from LESSOR. LESSOR is responsible for the repair and replacement of its fixtures, such as carpets and built-in modules.

**4. ACCESS TO LEASE PREMISES.**

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement as more fully set forth in paragraph 10. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Leased Premises.

**5. UNAVOIDABLE CASUALTY.**

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Leased Premises or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, in the event of total destruction or damage, which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

**6. USE.**

The LESSEE shall only use the Leased Premises in compliance with federal, state laws and regulations and the City of Portsmouth's ordinances, rules and regulations and Facility and Grounds Rules and Regulations. Additionally, the Leased Premises shall be used for charitable non-profit purposes only. No residential use shall be permitted.

**7. RENEWAL OF LEASE AGREEMENT.**

At the conclusion of year 4 of the term of this Lease Agreement, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease Agreement for an additional five (5) year period as set forth in Section 1, D herein.

**8. SUBLETTING AND ASSIGNMENT.**

LESSEE shall neither sublet nor assign the Leased Premises under any circumstances without prior written consent from the LESSOR.

**9. PERSONAL PROPERTY.**

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Leased

Premises, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE. Fixtures, including rugs in the Premises, are the property of the LESSOR and will be replaced at LESSOR'S sole discretion.

#### **10. DEFAULT/EARLY TERMINATION.**

In the event of any breach of this Lease Agreement by the parties or failure to perform any condition herein, the parties may in addition to all rights and remedies at law, LESSOR shall give:

- A) Written notice to the LESSEE of a claimed breach. If such breach is not cured within 30 days, the LESSOR shall have the right of reentry and may remove all persons and property from the Premises to be stored at the expense of the LESSEE. LESSOR, after reentry, may terminate this Lease Agreement and in addition to its other rights, may recover from LESSEE, its reasonable costs and damages occasioned by LESSEE'S breach.
  
- B) LESSOR shall give written notice to LESSEE of the LESSEE'S failure to perform any condition of this Lease Agreement. If such failure is not cured within 30 days, the LESSOR may, but shall not be required to, obtain substitute performance of the condition. LESSEE shall repay to LESSOR on demand, the entire expense thereof including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this Section shall not be construed as a waiver of any such default by LESSEE, or as waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of LESSOR, hereunder or otherwise. All amounts payable by LESSEE to LESSOR under any of the provisions of this Lease Agreement, if not paid when the same becomes due as in this Lease Agreement, shall bear interest from the date they become due until paid at the rate of eleven (11%) percent per annum, compounded annually.
  
- C) LESSEE may terminate this Lease Agreement after 30 days' written notice to LESSOR specifying any breach or failure of the LESSOR to perform under the provisions of this Agreement if LESSOR does not cure the breach 30 days from receipt of written notice.
  
- D) Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

#### **11. INDEMNIFICATION.**

LESSEE agrees to defend, indemnify and hold harmless, including but not limited to legal fees, defense costs, judgments, awards, settlements, penalties, costs and interest, the City of Portsmouth and its officials, employees, volunteers and agents from any and all demands, claims, suits, actions or proceedings at law or in equity asserting liability of any kind arising from or associated in any way with the exercise of the rights granted under this

Agreement or the operations, activities, acts or omissions of the LESSEE, its members, managers, employees, agents, contractors, subcontractors and/or guests in connection with this Agreement. This indemnification obligation survives termination or revocation of this Agreement.

## **12. INSURANCE.**

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSEE. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE'S Leased Premises to be considered primary and non- contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE'S personal property. Proof of LESSEE'S insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

## **13. LIENS AND ENCUMBRANCES.**

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE'S Leased Premises or on the Community Campus or on the rents or income therefrom which may be superior to the LESSOR'S rights hereunder.

## **14. PARTIES BOUND.**

This Lease Agreement and its Exhibits are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

## **15. NOTICES.**

All notices by either party are to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses stated above. For the LESSOR, notice shall be addressed to the City Manager and for the LESSEE, notice shall be addressed to the Executive Director.

## **16. MODIFICATION OF LEASE AGREEMENT.**

This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by both parties.

**17. SECTION HEADINGS.**

The section headings throughout this Lease Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

**18. SEVERABILITY.**

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

**19. GOVERNING LAW.**

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

**20. MERGER.**

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

**21. TAXES.**

During the term of this Lease Agreement, LESSEE may apply for an exemption as provided under RSA 72:23. Provided that LESSEE meets the test for charitable use set forth in RSA 72:23(I), no taxes shall be due. In order to be tax exempt, LESSEE shall provide documentation (BTLA Form A9) to the City's Assessor annually by April 15<sup>th</sup> for each year of the lease term and also provide financial documentation (BTLA Form A12 and financial statements) to the City's Assessor annually before June 1<sup>st</sup> each year, along with other documentation as may be reasonably requested to establish a charitable use.

In the event that LESSEE does not meet the test for charitable use set forth in RSA 72:23, pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease Agreement by the LESSOR.

**22. IMMUNITY.**

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third- party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Portsmouth, which immunities are hereby reserved to

the City of Portsmouth. This covenant shall survive the termination of this Lease Agreement's conclusion.

**23. SURRENDER OF PREMISES.**

All alterations, additions and improvements made in or to the Leased Premises in the nature of fixtures shall unless otherwise provided by written Agreement or by the terms hereof, be the property of LESSOR and remain and surrendered with the Premises and LESSEE hereby waives all claim for damages to or losses of any property belonging to LESSEE that may be in or upon the Premises.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

LESSEE  
**AIDS RESPONSE OF THE SEACOAST**

\_\_\_\_\_  
Witness  
Sign and Print

\_\_\_\_\_  
Duly Authorized  
Sign and Print

LESSOR  
**CITY OF PORTSMOUTH**  
By Karen S. Conard, City Manager

\_\_\_\_\_  
Witness  
Sign and Print

\_\_\_\_\_  
Duly Authorized



TENANT LEASE LEGEND	
	SEACOAST AIDS RESPONSE
	KREMPELS
	CHILD ADVOCACY CENTER
	LISTER ACADEMY
	REC. DEPARTMENT
	SEACOAST COMMUNITY SCHOOL
	SEACOAST OUTRIGHT

**GROUND FLOOR LEASE PLAN  
COMMUNITY CAMPUS**

SCALE: 1" = 30'-0"  
JUNE 3, 2024



COPYRIGHT © 2024



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## EXHIBIT B

---

### COMMUNITY CAMPUS

#### FACILITY AND GROUNDS RULES AND REGULATIONS

1. The Community Campus facility and grounds (“Premises”) are smoke-free. Tenants are expected to enforce this policy with their employees, clients, volunteers, visitors and invitees.
2. No alcoholic beverages may be brought into or served at, in or on the Premises unless approved in writing by the City of Portsmouth (“City”).
3. The City prohibits any person who is carrying a firearm, knife, or other weapon, including a licensed concealed handgun, from entering the Premises. This does not apply to authorized security personnel and law enforcement officials.
4. While the City contracts with a vendor to provide on-site food service, Tenants will be required to use the in-house vendor for all their on-site catering events which will be billed to the tenant. Exceptions may be made to this policy upon written permission granted by the City.
5. Repair or replacement of equipment or furniture damaged during a sponsoring group or Tenant’s meeting or event is the responsibility of the sponsoring group or Tenant.
6. All requests for use of Common Areas must be scheduled through the City’s Recreation Department on a quarterly basis. Scheduling is required because the Common Areas at the Premises are used by Tenants, Lister Academy and the City’s Recreation Department for programs. Common Area availability can be accessed, and a reservation request submitted to the Assistant Program Coordinator of the City’s Recreation Department. The City reserves the right to cancel or stop functions, programs or activities at which unlawful or improper activities may or do occur. The City also reserves the right to use Common Areas for Recreational programming and other uses and may cancel or reschedule Tenants’ use of the Common Areas upon reasonable notice to Tenant, or in the case of an emergency when no notice is required.
7. Tenants are responsible for seeing that all lights in their designated areas are shut off and windows and doors are closed and locked.
8. With the exception of service dogs and dogs brought in for programing purposes, no pets are allowed on the Premises unless specifically authorized by the City in writing, contingent upon owner’s agreement to abide by all regulations.
9. Prior approval from the City is required for performance of live music. Music should be kept at a level compatible with other Tenants’ use of the Premises and other programs and events occurring at the Premises.

10. Tenants are required to ensure that Tenant's employees, clients, volunteers, visitors and invitees adhere to the parking policies set forth below.

A. The following areas have been designated for employee parking. There are no reserved spaces - all parking is on a first-come basis:

\* The 3<sup>rd</sup> and 4<sup>th</sup> rows of the main parking area.

\* The overflow parking area on the left as you enter the Premises.

B. The circle is designated for visitors and parents to use to drop off/pick up children. The first and second parking rows of the main parking area may also be used for visitors and parents dropping off/picking up children.

C. No Parking/Tow Away Zone areas are posted and will be enforced and there is no parking in Fire Lanes.

D. There is no overnight parking at, in or on the Premises.

11. Religious services and/or political events or promotion of political candidates are not permitted to occur at, in or on the Premises.

12. No person who is either a "sexual offender" or "offender against children" (as those terms are defined by NH RSA 651-B) or otherwise determined by the City to be a person whose presence at the Premises may pose a risk to the safety of others shall be allowed at, in or upon the Premises.

- It shall be the responsibility of each Tenant and their employees to not allow any person at, in or upon the Premises who they know or have reason to suspect is:
  - a "sexual offender" or "offender against children" (as those terms are defined by NH RSA 651-B); or
  - otherwise a person whose presence at, in or upon the Premises may pose a risk to the safety of others.
- In some cases, it may be necessary to send a no trespassing letter to individuals. This letter will be issued by the Police Department. Please contact the City's Assistant Programming Director for the Recreation Department to proceed with this option.

13. Any violation of these Rules and Regulations is a breach of the terms of the lease under the terms of the Lease between the City and Tenant.

# Community Campus Janitorial Services Usual and Customary

- ✓ **Daily Trash Removal**
- ✓ **Rest Rooms**
  - ▶ All rest rooms will be cleaned once a day
- ✓ **Tiled Floors**
  - ▶ Swept Daily
  - ▶ Mopped Daily
    - Stripped and Waxed on a Project basis in conjunction with the activities of the facility/agency
- ✓ **Carpeted Floors**
  - ▶ Certain areas will be vacuumed daily, other areas are on a scheduled bi-weekly or as needed basis depending upon the activity of the area. *Please refer to the specific agency/areas scheduling to determine which areas will be done on what days*
  - ▶ Deep Cleaning of rugs {Extraction} will be completed on a project basis in conjunction with the activities of the facility/agency
- ✓ **Windows**
  - ▶ Inside windows will be washed as time allows and depending on the activity of a specific area
- ✓ **Hi-Dusting**
  - ▶ Completed on a project basis or as time allows
- ✓ **Sinks**
  - ▶ Children's Sink- Cleaned Daily
    - o Please note that the Environmental Services staff is *not responsible* for cleaning the adult classroom sinks & counter tops in classrooms

**Special Projects** are scheduled for the 4<sup>th</sup> of July week and during Christmas break. Any other special projects will be scheduled as needed usually 1 to 2 weeks ahead of time and always consulting with agencies for accommodations.

**Revised: May 2024**

# Community Campus

## Tenant Responsibilities Related to Janitorial Services

### ✓ Tiled Floors

- ▶ Clearing area of any furniture allowing Environmental Services staff complete access to area when scheduled for buffing and/or stripping and waxing of floors
- ▶ Under and around Classroom Texture Trofts Swept after use
- ▶ In the event of child accidents or accidental spillage {paste, paint} it is expected that the agency staff absorb the stain as soon as possible with paper towels.

### ✓ Carpeted Floors

- ▶ Free of toys, crafts, paper, files, general clutter
- ▶ Clearing area of any furniture allowing Environmental Services staff complete access to area when scheduled for carpet care maintenance
- ▶ In the event of child accidents or accidental spillage it is expected that the agency staff absorb as much of the stain as possible with paper towels and alert Noreen/Environmental Services as soon as possible for extraction

### ✓ Counter Tops/Adult Classroom Sinks

- ▶ Please note that the Environmental Services staff is *not responsible* for the counter tops and adult classroom sinks

### ✓ Furniture/Equipment

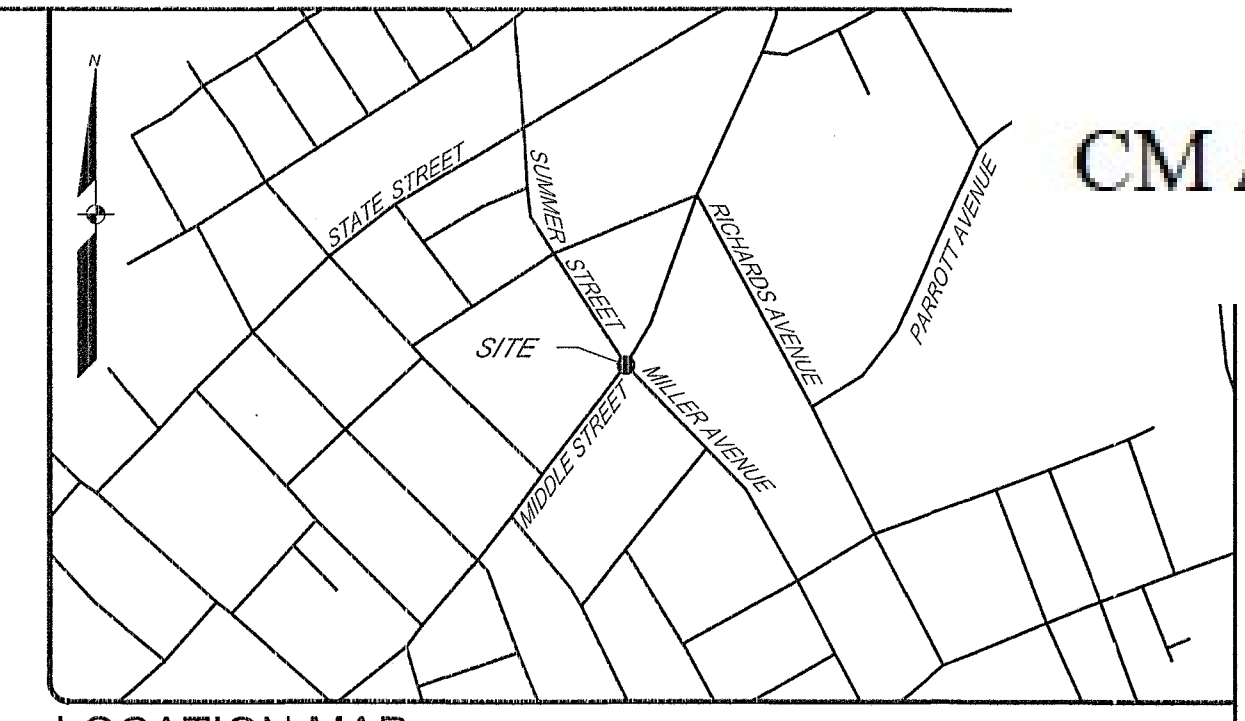
- ▶ Please note that the Environmental Services staff is *not responsible* for cleaning/maintaining agency specific furniture/equipment including but not limited to...
  - Desks
  - Computers/Computer stands
  - Chairs {both upholstered and non-upholstered}
  - Curtains/Window Dressings

**\*\*Note: If trash cans are full before cleaning is scheduled notify Facility Manager so trash can be removed and avoid spillage**

**Special Projects** are scheduled for the 4<sup>th</sup> of July week and during Christmas break. Any other special projects will be scheduled as needed usually 1 to 2 weeks ahead of time and always consulting with agencies for accommodations.

**Revised: May 2024**

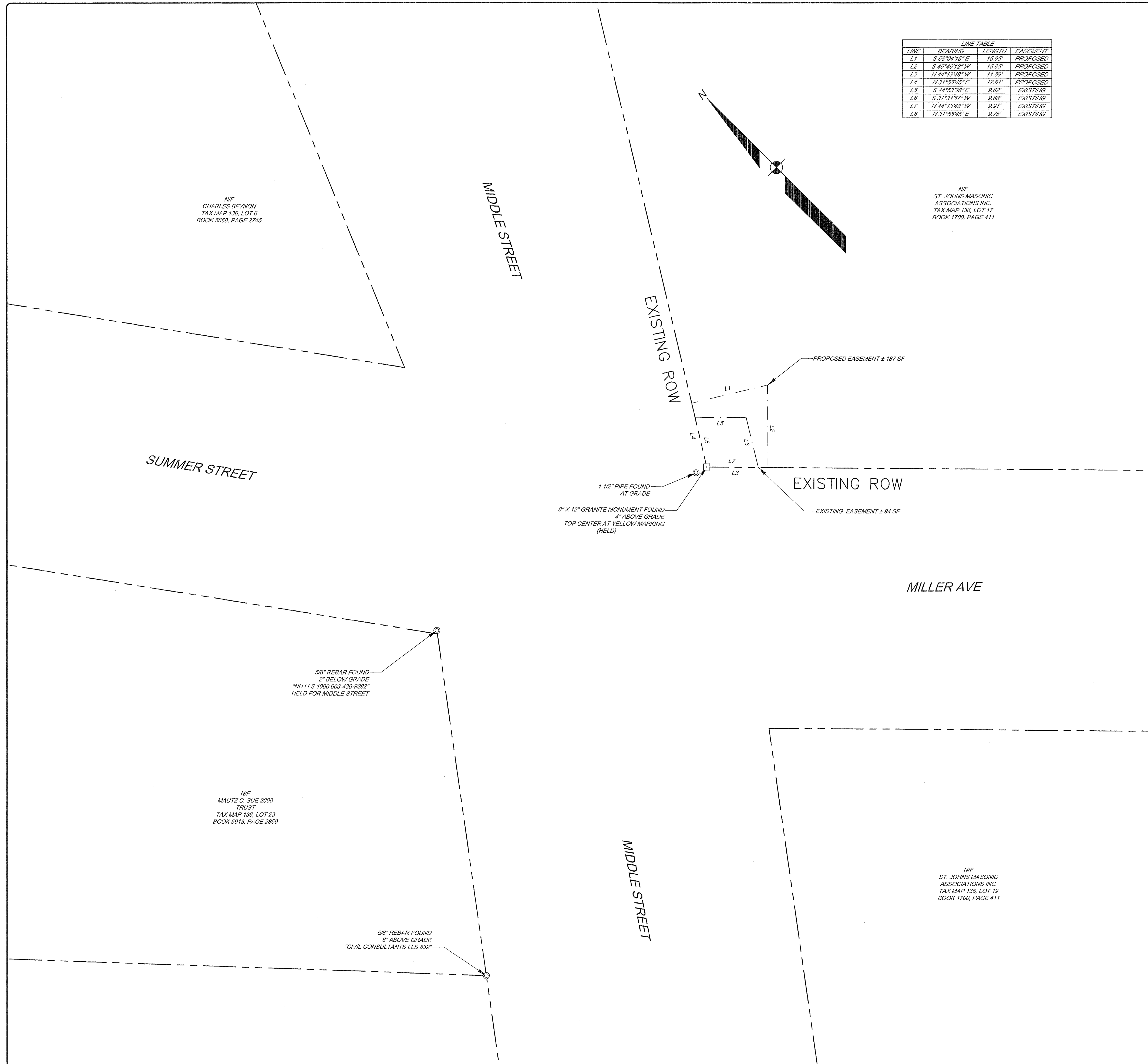
LINE	BEARING	LENGTH	EASEMENT
L1	S 89°04'15" E	15.05'	PROPOSED
L2	S 45°46'12" W	15.05'	PROPOSED
L3	N 44°13'49" W	11.59'	PROPOSED
L4	N 31°55'45" E	12.61'	PROPOSED
L5	S 44°53'38" E	9.82'	EXISTING
L6	S 31°34'57" W	9.98'	EXISTING
L7	N 44°13'49" W	9.91'	EXISTING
L8	N 31°55'45" E	9.75'	EXISTING



LOCATION MAP N.T.S.

GENERAL NOTES:

1. THE RECORD OWNER OF THE PARCEL IS ST. JOHNS MASONIC ASSOCIATION INC. BY DEED DATED DECEMBER 11, 1963 AND RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS (RCRD) IN BOOK 1700, PAGE 411.
2. THE PROPERTY IS SHOWN AS LOT 17 ON THE CITY OF PORTSMOUTH TAX MAP 136 AND IS LOCATED IN THE MIXED RESIDENTIAL OFFICE DISTRICT.
3. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON FIELD WORK PERFORMED BY SEBAGO TECHNICS, INC. IN MAY OF 2021.
4. BASIS OF BEARING IS GRID NORTH, NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, US SURVEY FEET.



N/F  
CHARLES BEYNON  
TAX MAP 136, LOT 6  
BOOK 5868, PAGE 2745

N/F  
ST. JOHNS MASONIC  
ASSOCIATIONS INC.  
TAX MAP 136, LOT 17  
BOOK 1700, PAGE 411

SUMMER STREET

MIDDLE STREET

EXISTING ROW

EXISTING ROW

MILLER AVE

MIDDLE STREET

N/F  
MAUTZ C. SUE 2008  
TRUST  
TAX MAP 136, LOT 23  
BOOK 5913, PAGE 2650

N/F  
ST. JOHNS MASONIC  
ASSOCIATIONS INC.  
TAX MAP 136, LOT 19  
BOOK 1700, PAGE 411

1 1/2" PIPE FOUND  
AT GRADE

8" X 12" GRANITE MONUMENT FOUND  
4" ABOVE GRADE  
TOP CENTER AT YELLOW MARKING  
(HELD)

5/8" REBAR FOUND  
2" BELOW GRADE  
"NH LLS 1000 603-430-9222"  
HELD FOR MIDDLE STREET

5/8" REBAR FOUND  
6" ABOVE GRADE  
"CIVIL CONSULTANTS LLS 839"

PROPOSED EASEMENT ± 187 SF

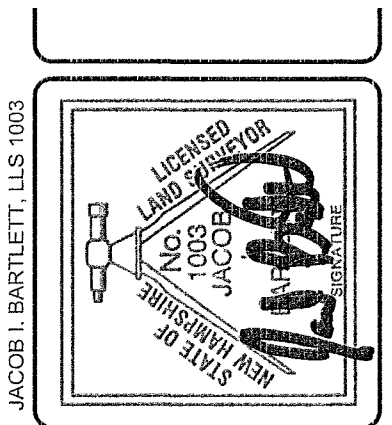
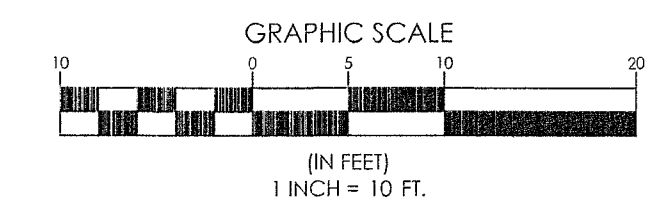
EXISTING EASEMENT ± 94 SF

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

DATE: 05/24/23  
JACOB I. BARTLETT, LLS 1003  
LICENSED LAND SURVEYOR

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	ABUTTER LINE/R.O.W.	---
---	EASEMENT	---
⊙	MONUMENT	⊙
⊙	IRON PIPE/ROD	⊙
N/F	NOW OR FORMERLY	N/F
⊕	BENCHMARK	⊕
⊕	HYDRANT	⊕



REV.	BY	DATE	STATUS
A	JIB	12-06-2023	REVISED BEARING DIRECTIONS
A	JIB	05-31-2023	ISSUED TO CLIENT

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

**SEBAGO**  
TECHNICS

WWW.SEAGOTECHNICS.COM

75 John Roberts Rd.  
Suite 4A  
South Portland, ME 04106  
Tel: 207-280-2100

PROPOSED UTILITY EASEMENT

OF:  
MIDDLE STREET AND MILLER AVENUE  
PORTSMOUTH, NEW HAMPSHIRE

FOR:  
CITY OF PORTSMOUTH  
7 JUNKINS AVENUE  
PORTSMOUTH, NEW HAMPSHIRE 03801

RECORD OWNER:  
ST. JOHNS MASONIC  
ASSOCIATIONS INC.

DESIGNED	-
DRAWN	ELC
CHECKED	JIB
DATE	05/24/23
SCALE	1" = 10'
PROJECT	21183

SHEET 1 OF 1

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

### **SIDEWALK AND TRAFFIC SIGNAL EASEMENT DEED**

**SAINT JOHN'S MASONIC ASSOCIATION**, an association with a mailing address of 351 Middle Street, Portsmouth, County of Rockingham, State of New Hampshire 03801, hereinafter "Grantor," for consideration paid, grants to the CITY OF PORTSMOUTH, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter, "Grantee," with QUITCLAIM COVENANTS, the following easement over a parcel of land of Grantor situate at 351 Middle Street, Portsmouth, County of Rockingham New Hampshire with respect to Grantor's real property situate on the northerly side of Miller Ave in the City of Portsmouth, State of New Hampshire (as shown on a plan of land entitled "Proposed Utility Easement of Middle Street and Miller Avenue, Portsmouth, New Hampshire for the City of Portsmouth, 1 Junkins Avenue, Portsmouth, New Hampshire 03801" dated May 21, 2023, revised December 6, 2023, prepared by Sebago Technics, to be recorded herewith (hereinafter referred to as the "Plan"). The easement is more particularly bounded and described as follows:

1. Permanent Easement Area: Beginning at an 8 x 12" monument at the corner of the northerly side of Miller Avenue and the easterly side of Middle Street;

Thence S 44° 13' 48" E a distance of 11.59' along the right-of-way of Miller Avenue;

Thence N 45° 46' 12" E a distance of 15.85';

Thence N 58° 4' 15" W a distance of 15.05';

Thence S 31° 55' 45" W along the easterly side of Middle Street a distance of 12.61' to the point of beginning.

2. Purpose and Rights: The Grantee, its successors and assigns, shall have a permanent, perpetual, uninterrupted and unobstructed exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing and maintaining a public sidewalk and traffic signal and for maintaining lines of sight. The Grantor shall not make any improvements to, or make any use of the Permanent Easement Area that would interfere with the Grantee's use thereof.
3. Grantee's Responsibility to Maintain: The Grantee shall have the exclusive responsibility to maintain the public sidewalk, traffic signal and related public improvements. Grantor has no duty to install or maintain such public improvements.
4. Grantee's Responsibility to Restore: Disturbed areas within the Permanent Easement Area that are not utilized for the sidewalk or the signal shall be backfilled and restored. Usual and typical landscaping materials that do not reasonably interfere with the operation of the sidewalk, traffic signal or line of sight (such as shrubs and grasses) and that are removed by the Grantee during the course of exercising its rights under this instrument shall be restored at the Grantee's expense. Paving and curbing and similar materials shall also be restored at the Grantee's expense when those paving and curbing materials pre-exist the grant of easement or are within the Permanent Easement Area.
5. Grantor's Retained Rights: Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area or change the grade or slope. Grantor shall not install any pipes, or pave or asphalt the Permanent Easement Area without prior written consent of the Grantee.
6. Personal Property. It is agreed that the traffic signal, its related equipment and any facilities installed by the Grantee within the Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the Grantee.
7. Easement to Run with Land: All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantor conveyed by the Board of Managers of Saint John's Lodge No 1, F. & A.M. of Portsmouth by deed dated January 1, 1964 and recorded in Book 1700, Page 411 of the Rockingham County Registry of Deeds.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**SAINT JOHN’S MASONIC ASSOCIATION**

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

Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2024, the foregoing instrument was acknowledged before me by \_\_\_\_\_ of Saint John’s Masonic Association who represented that the granting of this easement was approved by the Board of the Association and he was authorized by such vote to execute this deed of conveyance on behalf of the Association.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
Printed Name:  
My Commission Expires:

**CITY OF PORTSMOUTH**

**By:** \_\_\_\_\_  
Karen Conard  
Its City Manager

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

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared the above-named Karen Conard, as City Manager of the City of Portsmouth, and acknowledged the foregoing instrument to be her free act and deed in his/her said capacity, before me this day of \_, 2024.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
Printed Name:  
My Commission Expires:



PUBLIC WORKS  
FY25 TRADE REQUEST

CM Action Item #5


City #	Existing Equipment	FY25 Planned Purchase	Anticipated Purchase Price	Trade Estimate	Estimated Final Cost
H038	H038 2012 Ford F550 Flatbed Dump w/plow	Ford F550 w/steel rack and plow	\$ 96,000	\$ 6,000	\$ 90,000
H004	2009 Ford Fusion	Ford Escape	\$ 31,000	\$ 1,000	\$ 30,000
	<b>TOTAL GENERAL FUND REQUEST</b>		<b>\$ 127,000</b>	<b>\$ 7,000</b>	<b>\$ 120,000.00</b>
P128	2008 Equinox: Zoning	Ford Edge	\$ 32,500	\$ 2,500	\$ 30,000
P131	2016 Ford F250 4x4 Utility Body	Ford F350 w/plow and salter	\$ 85,000	\$ 5,000	\$ 80,000
	<b>TOTAL PARKING REQUEST</b>		<b>\$ 117,500</b>	<b>\$ 7,500</b>	<b>\$ 110,000.00</b>
W031	2016 F550 w/plow & salter	Ford F550 w/plow and salter	\$ 115,000	\$ 6,500	\$ 108,500
W103	2017 F150 4x4	Ford F250 w/utility body	\$ 49,000	\$ 4,000	\$ 45,000
W126	2008 Escape	Ford Escape	\$ 31,000	\$ 1,000	\$ 30,000
	<b>TOTAL WATER REQUEST</b>		<b>\$ 195,000</b>	<b>\$ 11,500</b>	<b>\$ 183,500</b>
S123	2010 F150 w/plow	Ford Edge	\$ 42,500	\$ 2,500	\$ 40,000
	<b>TOTAL SEWER REQUEST</b>		<b>\$ 42,500</b>	<b>\$ 2,500</b>	<b>\$ 40,000</b>
SW042	2015 Freightliner Dump w/plow, wing, & spr.	MAC 6 wheel dump w/plow, wing, salter, & SS Body	\$ 305,000	\$ 10,000	\$ 295,000
	<b>TOTAL STORMWATER REQUEST</b>		<b>\$ 305,000</b>	<b>\$ 10,000</b>	<b>\$ 295,000</b>
	<b>TOTAL ANTICIPATED TRADE VALUE</b>			<b>\$ 38,500</b>	

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# MEMORANDUM

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**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** June 14, 2024

**RE:** City Council Referral – Projecting Sign  
Address: 108 Penhallow Street  
Business Name: Chic Boutique Consignments  
Business Owner: Ashley Lyons

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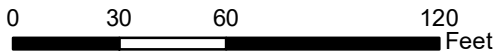
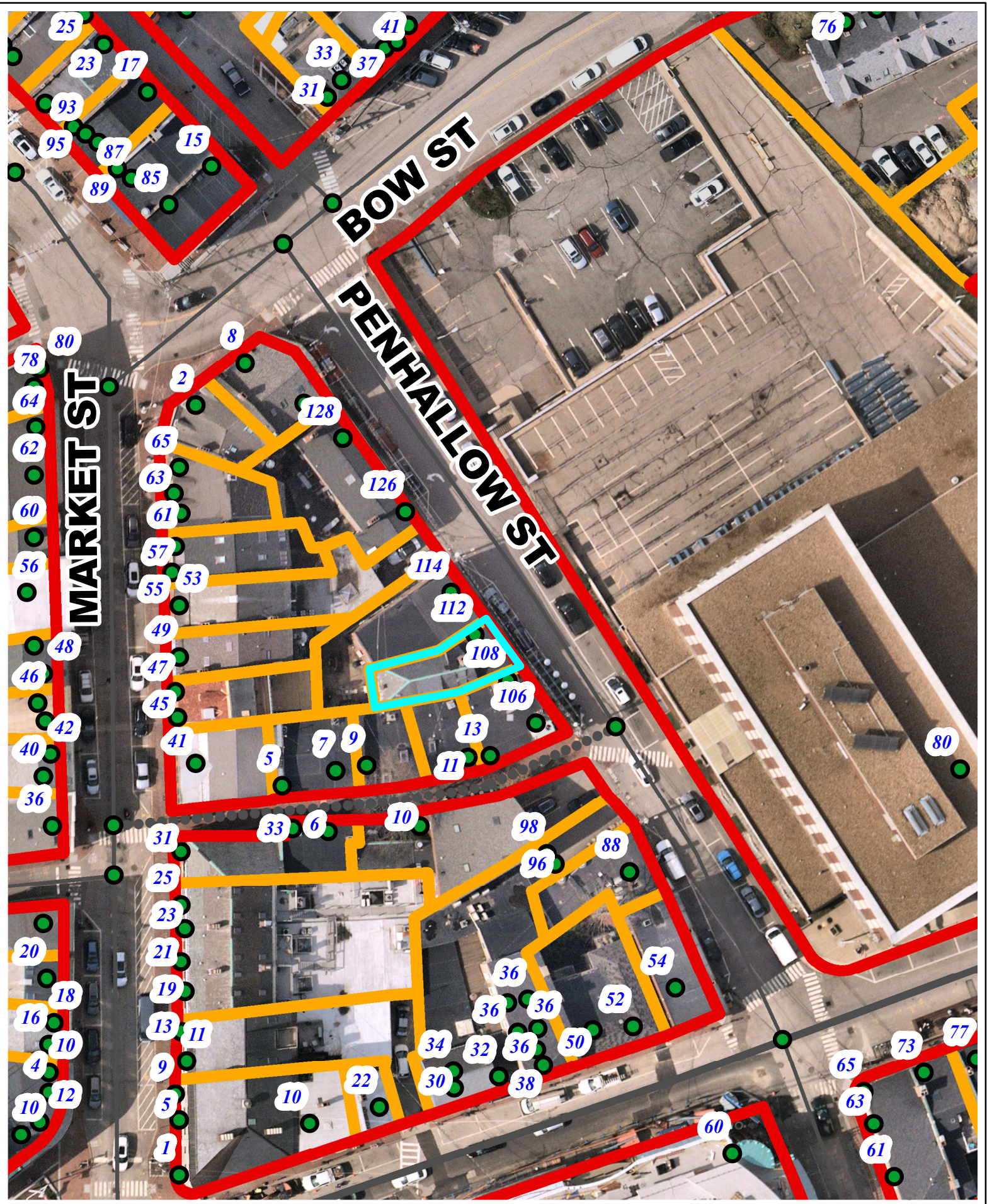
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 41" x 27.75"  
Sign area: 7.9 sq. ft.

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

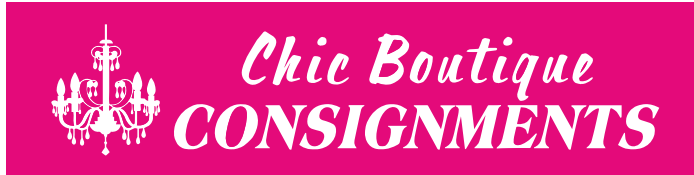
1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal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





**Request for license  
108 Penhallow Street**





**NAME:**  
Chic Boutique Consignments  
Exterior sign

**ADDRESS:**  
108 Penhallow St  
Portsmouth, NH 03801

**SALES PERSON:**  
Ryan Fischer

**PROJECT MANAGER:**  
Courtney Bazarian


**DESIGNER:**  
SS

**DATE:**  
05.30.2024

**REQUESTED COMPLETION DATE: JUNE**

**CONTACT PRIOR TO ARRIVAL:**  
Ashley Lyons  
508.328.6320

PG		ITEM	REV	DATE
1.0	A	EXTERIOR PROJECTING SIGN - OPT 1	2	6.3.24
1.1	A	EXTERIOR PROJECTING SIGN - OPT 2	1	5.30.24

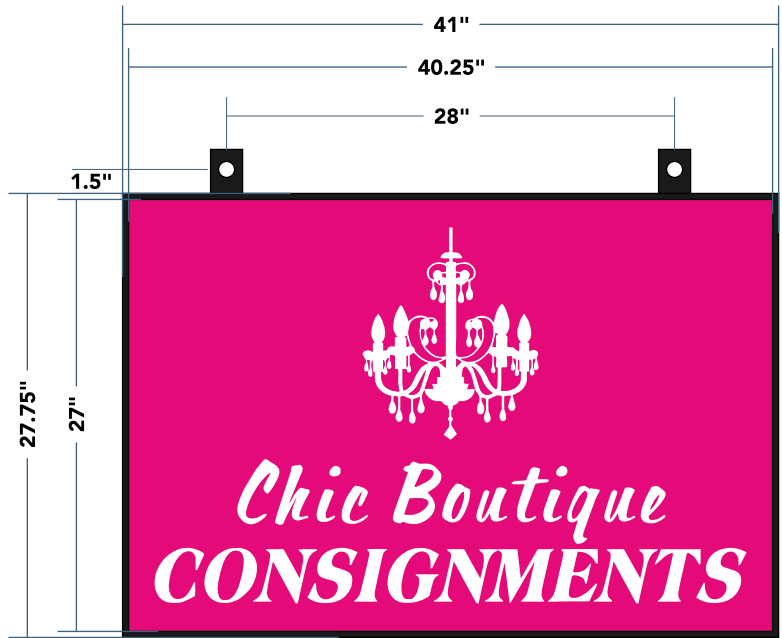
 <p>PortsmouthSign.com 603-436-0047</p>	<p><b>REVISION:</b> All orders under \$250 include 1 revision only. All orders over \$250 include 2 revisions only. Additional revisions will be charged at \$25 per revision.</p> <p><b>PLEASE NOTE:</b> Designs are NOT actual size and color may vary depending on printer and/or monitor.</p>	<p><b>RETURN SIGNED TO: service@portsmouthsign.com</b></p> <p>I understand this design is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl &amp; paint colors will be unless otherwise specified. I have carefully reviewed this proof and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.</p> <p>SIGNATURE: _____ Date: _____</p>
--	---	--

©COPYRIGHT 2023, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.



# A

SCALE: 1"=1'



REQUESTED COMPLETION DATE: **JUNE**

### Projecting Sign w/ existing bracket

- SIZE (Width x Height x Depth):  
Aluminum Frame = 41" x 27 3/4"
- QUANTITY: 1
- VINYL TYPE: Standard Print
- SUBSTRATE: 080 Aluminum mounted to each side with internal 2" sq. tube framing and mounting.
- DOUBLE SIDED: YES
- CONTENT: Logo
- GRAPHIC/TEXT COLOR: Full color
- FABRICATION NEEDED: Vinyl, welding
- SIGN MOUNTING: Existing bracket 28" between bracket holders internal 2" sq. tube framing and mounting.
- LOCATION DIRECTIONS: Front of the store
- MOUNTING SURFACE: Existing brick wall w/ existing bracket.
- Distance from the bottom of sign to the sidewalk =140
- EXISTING SIGN REMOVAL AND DISPOSAL:  
Existing sign has been taken down
- SITE SURVEY NEEDED: N/A
- PERMITS NEEDED: YES customer to acquire

**CONTACT PRIOR TO ARRIVAL:**  
**Ashley Lyons**  
**508.328.6320**

COLOR SCHEDULE (CLIENT TO VERIFY)

<b>R:228 G:10 B:122</b>
<b>WHITE</b>




---

# M E M O R A N D U M

---

**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** June 20, 2024

**RE:** City Council Referral – Projecting Sign  
Address: 238 State Street  
Business Name: Darn Good Yarn  
Business Owner: Nicole Snow

---

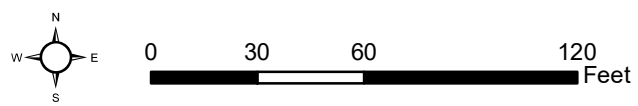
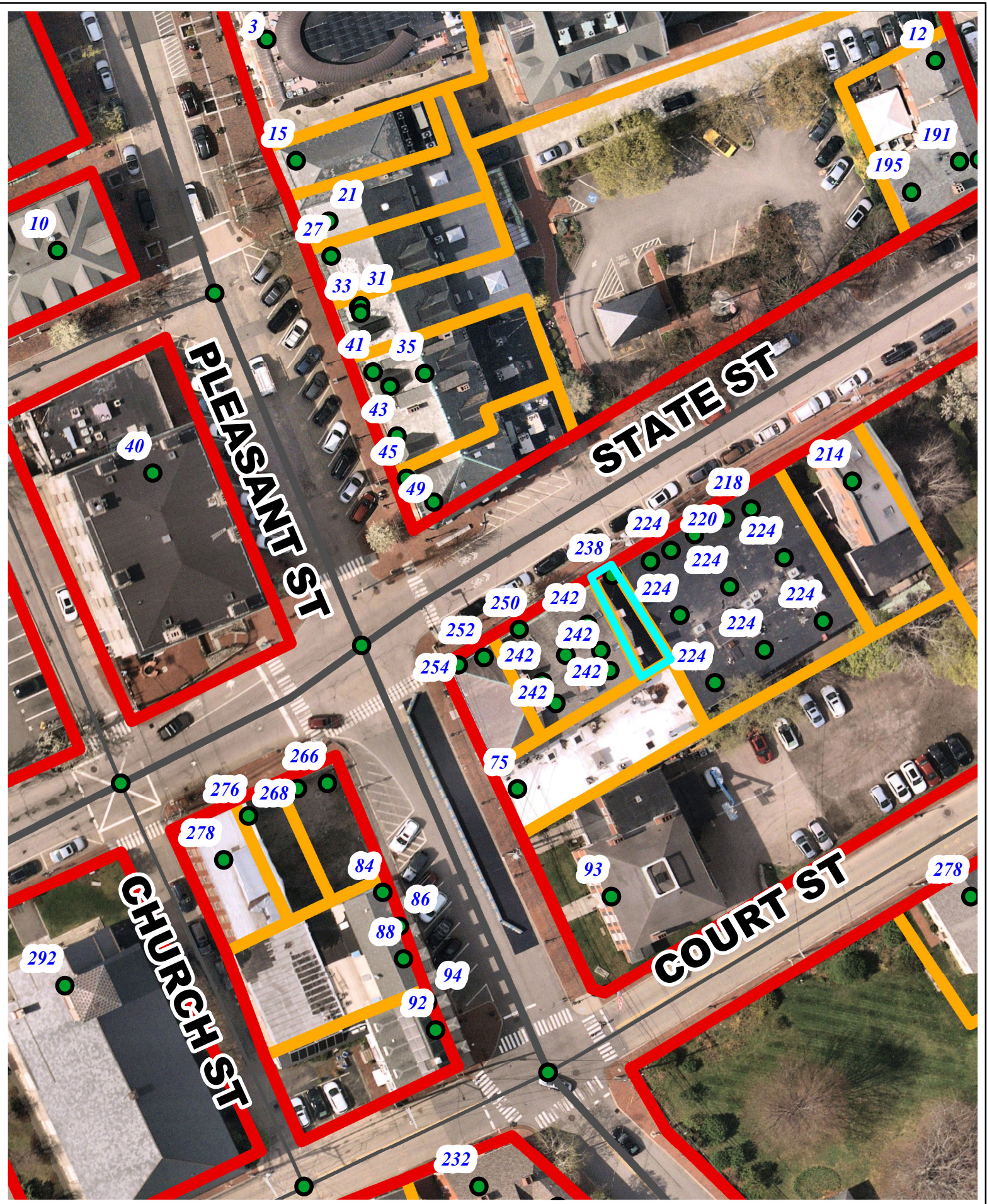
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 36" x 36"  
Sign area: 9 sq. ft.

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

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





**Request for license  
238 State Street**





**NAME:**  
Darn Good Yarn

**ADDRESS:**  
238 State Street  
Portsmouth , NH 03801 United States

**SALES PERSON:**  
Ryan Fischer

**DESIGNER:**  
SS

**DATE:**  
05.23.2024

**CONTACT PRIOR TO ARRIVAL:**  
Angel Miller  
937-654-4398

PG		ITEM	REV	DATE
1.0	A	HANGING SIGN	2	5.30.24
2.0	B	EXTERIOR WALL SIGN	2	5.30.24



PortsmouthSign.com  
603-436-0047

**REVISION:**

All orders under \$250 include 1 revision only.  
All orders over \$250 include 2 revisions only.  
Additional revisions will be charged at \$25 per revision.

**PLEASE NOTE:**

Designs are NOT actual size and color may vary depending on printer and/or monitor.

**RETURN SIGNED TO: [service@portsmouthsign.com](mailto:service@portsmouthsign.com)**

I understand this design is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be unless otherwise specified. I have carefully reviewed this proof and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

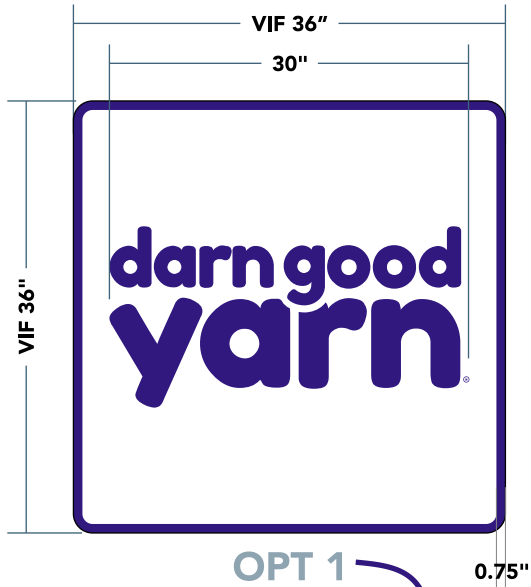
©COPYRIGHT 2023, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.





# A

SCALE: 3/4"=1'



### COLOR SCHEDULE (CLIENT TO VERIFY)

R:49 G:24 B:127

WHITE

### EXTERIOR PROJECTING SIGN

- SIZE (Width x Height x Depth): 36" x 36"
- QUANTITY: 1
- VINYL TYPE: Standard print
- SUBSTRATE: 3/4 PVC
- DOUBLE SIDED:
- CONTENT: Logo
- GRAPHIC/TEXT COLOR: Full color
- FABRICATION NEEDED: Vinyl
- SIGN MOUNTING: Mounted to existing bracket
- POSTS & HARDWARE: Side straps needed for existing bracket.
- LOCATION DIRECTIONS: Front of the building
- MOUNTING SURFACE: Existing bracket
- INSTALL MAX. HEIGHT: 8'
- REPLACING EXISTING OR NEW: Replace existing projecting sign.
- EXISTING SIGN REMOVAL AND DISPOSAL: YES
- SITE SURVEY NEEDED: Survey needed for bracket / side strap placement.
- PERMITS NEEDED: YES by client



OPT 1



OPT 2

## WALL MOUNTED SIGN

SIZE (Width x Height x Depth): \_\_\_ X \_\_\_ need sizing

QUANTITY: 1

VINYL TYPE: Standard Print

SUBSTRATE: 3/4 PVC

SINGLE SIDED

CONTENT: Logo

GRAPHIC/TEXT COLOR: Full color

FABRICATION NEEDED: Vinyl

SIGN MOUNTING: Flush Mounted to wall

LOCATION DIRECTIONS: Front of the building

replacing existing wall sign

MOUNTING SURFACE: Existing wall

INSTALL MAX. HEIGHT: 15'

REPLACING EXISTING OR NEW: Replace Existing sign

EXISTING SIGN REMOVAL AND DISPOSAL: YES

### COLOR SCHEDULE (CLIENT TO VERIFY)

R:49 G:24 B:127

WHITE








13' 1" from sidewalk to bottom of sign

---

# M E M O R A N D U M

---

**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** July 8, 2024

**RE:** City Council Referral – Projecting Sign  
Address: 104 Congress Street  
Business Name: Marathon Sports  
Business Owner: Jonathan Barachowitz

---

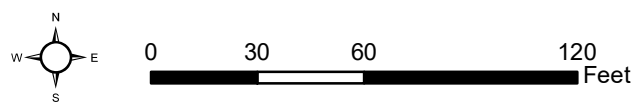
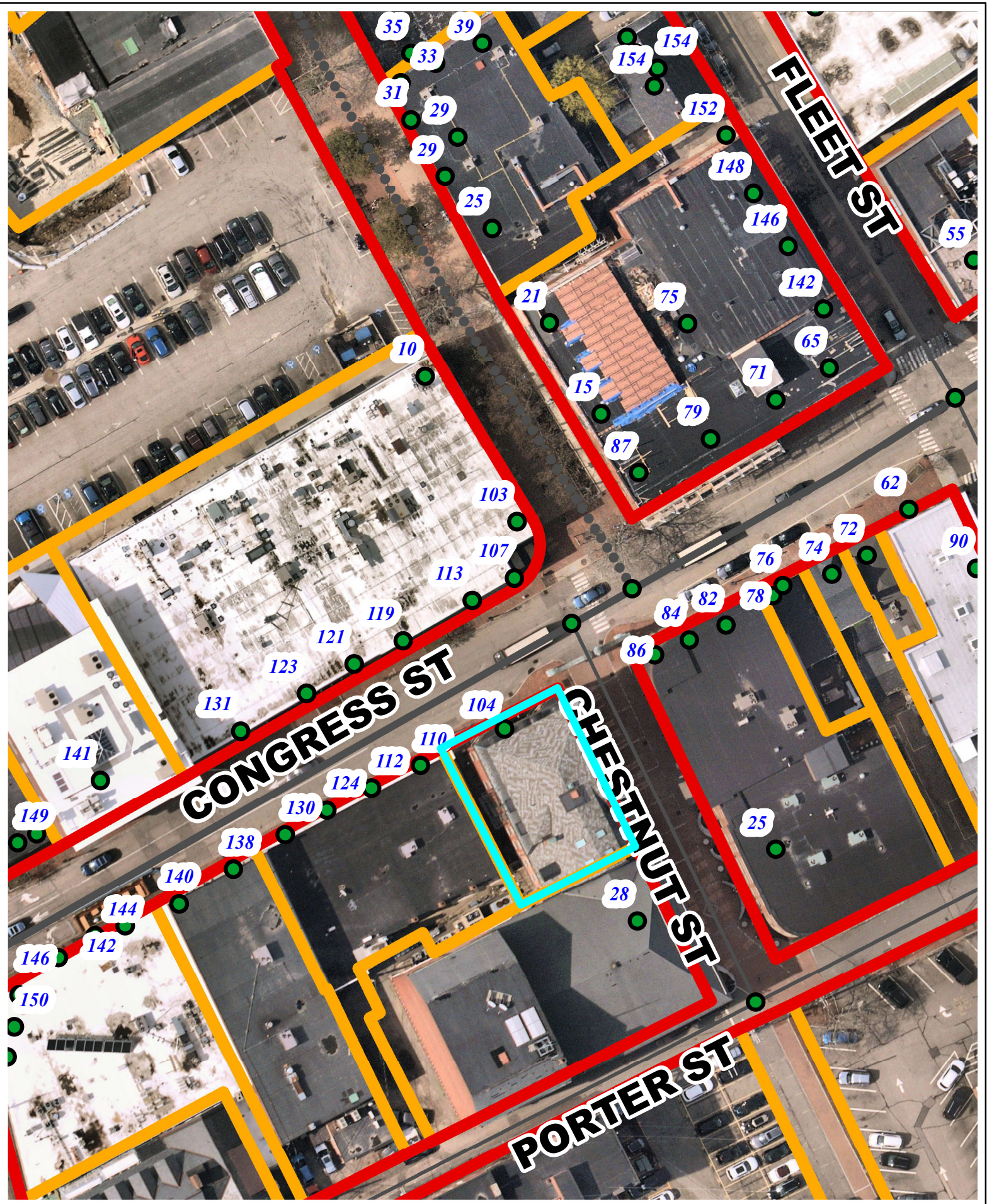
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 48" x 32"  
Sign area: 10.6 sq. ft.

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

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

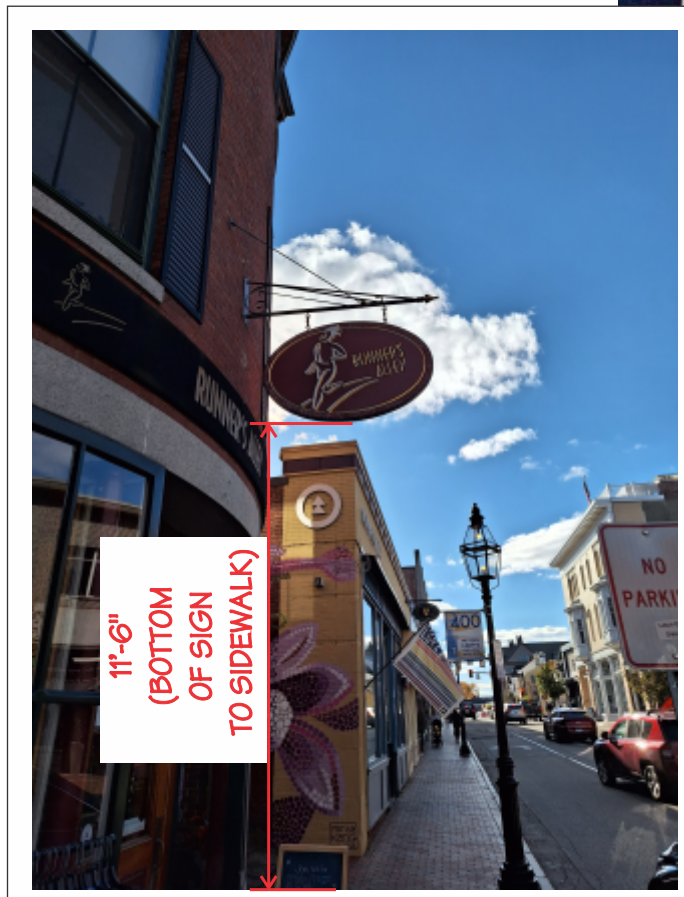




**Request for license  
104 Congress Street**



EXISTING SIGNAGE



11'-6"  
(BOTTOM  
OF SIGN  
TO SIDEWALK)



**COLORS:**

- GOLD
- BLACK

**GENERAL NOTES:**

- EXISTING SIGNAGE TO BE REMOVED
- \* USE EXISTING MOUNTING BRACKET
- \* BRACKET TO BE PAINTED BLACK
  
- > NEW DOUBLE-SIDED SIGN
- > 2" DEEP SIGN FOAM BACKGROUND PAINTED BLACK
- > V-GROOVED BORDER AND COPY PAINTED GOLD

**POWER REQUIREMENTS:**

- \* N/A (non-illuminated sign)

**SIGN CALCULATIONS:**

- \* PROPOSED SIGNAGE: 10.7 sq.ft.

Katelyn Moran  
Campaign Development Specialist  
Leukemia & Lymphoma Society  
70 Walnut Street, Suite 301  
Wellesley, MA 02481  
Katelyn.moran@lls.org  
440-409-8334  
6/25/2024

The Honorable Deaglan McEachern  
Mayor of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Mayor and Members of the City Council,

I hope this letter finds you in good health and high spirits. I am writing on behalf of Leukemia & Lymphoma Society (LLS), to formally request permission to host our annual Light the Night (LTN) event in Portsmouth, NH at Little Harbour Elementary School. This event aims to bring our community together while supporting LLS's mission.

**Event Details:**

Event Name: Light the Night

Date: Saturday, September 28, 2024

Time: 4:30PM – 7:30 PM

Location: Little Harbour Elementary School at 50 Clough Dr, Portsmouth, NH 03801

Duration: 3 hours

Participant Expectations:

The event is expected to attract over 200 participants, including families, local businesses, and community leaders. Participants receive a battery powered lantern on the night of the event to create a beautiful and symbolic light display.

**Mission:**

Cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families.

**Light the Night aims to:**

Raise awareness and funds for blood cancer research and patient services.

Foster a sense of community and solidarity.

Provide a platform for survivors, patients, and their families to share their stories and find support.

**Event Activities:**

Entertainment: local group performances, a remembrance pavilion, sponsor tents, blood cancer resources, food trucks, and activities for children.

Ceremony: A ceremony hosted by a local volunteer leader, highlighting our honored hero and lantern holders. Our lantern holders represent the three lantern colors, White for survivors, gold in remembrance, and red for supporters. All participants will illuminate their lanterns as the lantern holder's stories are shared and walk together, symbolizing the collective effort to bring light to the darkness of cancer. Walk: A approximately 1 mile serene and reflective walk, illuminated by lanterns.

**Logistics and Safety:**

We are coordinating with local law enforcement and medical services to ensure the safety and security of all participants. Volunteers will be stationed throughout the event area to assist and guide attendees.

**Request for Approval:**

We kindly request the approval of the Mayor and the City Council to host this event at the specified location and date. We believe this event will have a significant positive impact on our community, promoting unity and support for the blood cancer community.



Please feel free to contact me at 440-409-8334 or [Katelyn.moran@lls.org](mailto:Katelyn.moran@lls.org).

Thank you for your time and consideration. We look forward to your response.

Warmest regards,

A handwritten signature in black ink, appearing to read "Katelyn Moran".

Katelyn Moran

Campaign Development Specialist

Leukemia & Lymphoma Society

Your requested schedule is activated.(Event:Leukemia & Lymphoma Society Light u...



SchoolDude Message Center <message.center@smtp.schoold

To Isantomango@sau52.org; Katelyn Moran



5/29/2024

Retention Policy 2 Year Retention on Inbox (1 year, 11 months)

Expires 5/19/2026

This is the most recent version, but you made changes to another copy. Click here to see the other versions.  
We removed extra line breaks from this message.

(This message is to notify you of a new schedule request.)

The facility schedule request listed below is approved and activated.

FS Schedule ID: 2454

Event Title: Leukemia & Lymphoma Society Light up the Night wal Event Time: 4:30PM Event Date: 9/28/2024 Event Setup Time: 8:00AM Event Breakdown Time: 10:00PM

Status: Approved

Schedule State: Activated

Organization: Leukemia & Lymphoma Society

Location: Little Harbour Elementary School

Building:

Area(Buildings|Rooms): Grounds(Grounds)

Events:

Date : 9/28/2024

Start Time : 4:30 PM

End Time : 7:30 PM

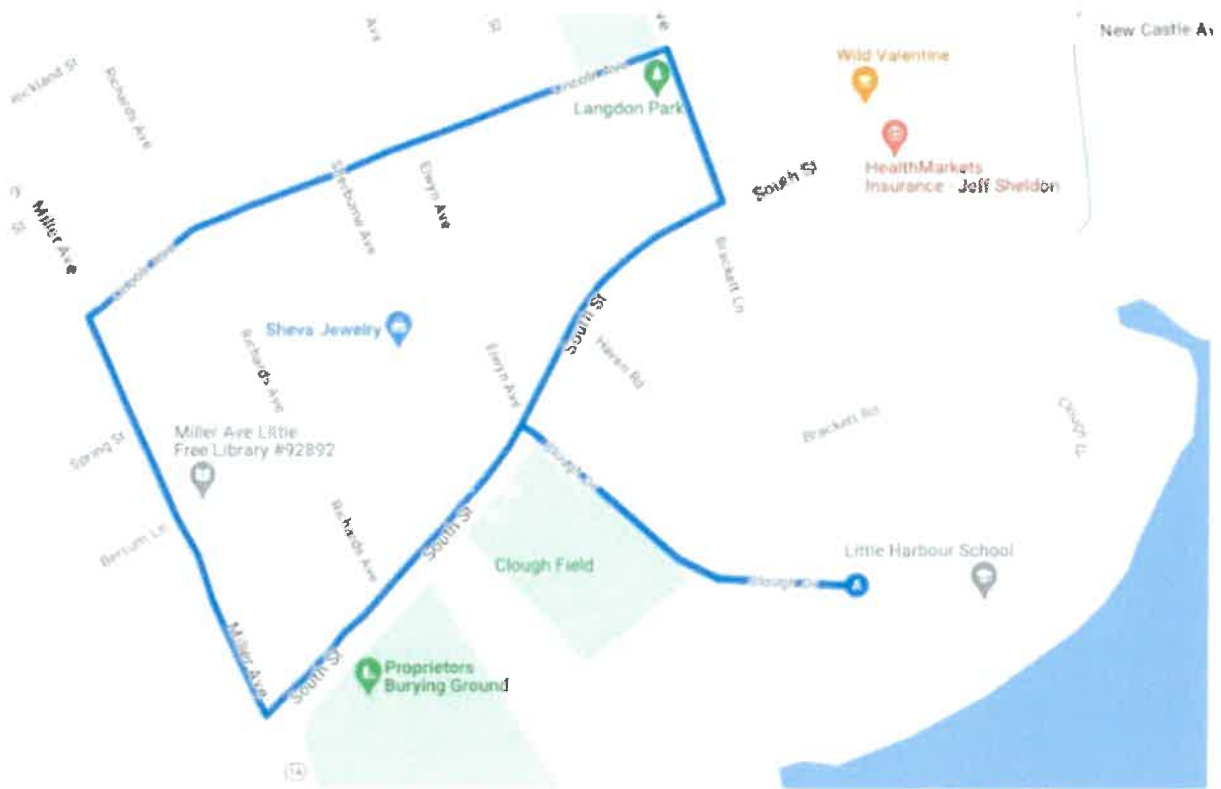
Location : Little Harbour Elementary School Building :

Area :

Room(s) : Grounds

---

**2024 Light the Night**  
**PORTSMOUTH**  
Route Map



Exit event site up the driveway of LHS to South St, turn right onto South St, left onto Junkins Ave, left onto Lincoln Ave, left onto Miller Ave, left onto South St, and right onto Clough Dr to finish at event site



To the Mayor and City Council of Portsmouth NH,  
I am Brian Miller Chapter Director for Honor and Remember and Run Director for New England Run For The Fallen. We are in the planning stages for our 4th Annual Run which will come through your City on the morning of August 18,2024,We will have Hero Markers placed roughly a mile apart in distance and our runners will stop at each marker for 90 seconds to honor the names on that Hero marker.

We will be working with the City Police department as we have in the past to safely get through your city. There is a map of the route we will be using along with a press release talking about our run.

I want to thank you in advance from the Gold Star Community, New England Run For The Fallen, and our runners and volunteers for helping us blaze a trail of remembrance 140 miles long honoring over 600 fallen soldiers since 9/11. Please feel free to contact me with any questions on our 4th Annual Run. God Bless

Brian Miller  
Honor and Remember  
New England Run For The Fallen  
Director  
413-378-8541



**MEDIA CONTACT:**

Laura Sutton | 480-495-4668 [Laura@runforthefallen.org](mailto:Laura@runforthefallen.org)  
Release Date: May 1, 2023

THIRD ANNUAL NEW ENGLAND "RUN FOR THE FALLEN" TO HONOR

AND REMEMBER NEW MILITARY SERVICE MEMBERS WHO DIED AS A RESULT OF SERVING DURING THE WAR ON TERROR.

*Relay Team to Cover One Mile for Each Fallen Service Member in Tribute Run from Cushman Park, Bernardston Massachusetts – Fort McClary, Maine, 140 miles.*

**Chesapeake, VA** – Beginning August 20, 2021, Honor and Remember Inc. established the New England Run for the Fallen to call attention to and honor the men and women who have recently died in military service to America. A team of more than 20 active duty military members and civilians from bases throughout New England and other locations across the U.S. will embark on a 140 plus-mile journey to honor every New England service member who died as a result of serving during the War on Terror and in support of Operation Iraqi Freedom, Enduring Freedom and New Dawn.

Each marker of the route will be dedicated to an individual hero and his or her family. The run team will stop at each “Hero Marker” HM (approx. one mile) to give individual tribute to waiting Gold Star family members, friends and comrades. The goal of the event is to create a 140 mile memorial trail through New England. Each hero marker tribute will include a short ceremony for the hero along with planting American and Honor and Remember Flags.

New England “Run for the Fallen” will kick off on Friday morning, August 18, 2023 at 7:00 a.m. at Cushman Park, with a “start” ceremony for the three-day, 140 plus mile run following Route 10 north through Northfield Mass to Rt142 following into Brattleboro VT., Intersection of Canal St,Rt 142& Rt119 Brattleboro VT. More details and route maps will be available here...

[www.newengland@runforthefallen.org](http://www.newengland@runforthefallen.org)

For more information and to find out how to participate by joining the run or to donate or volunteer please visit the VA Run for the Fallen website at [www.newengland@runforthefallen.org](http://www.newengland@runforthefallen.org) or [www.HonorandRemember.org](http://www.HonorandRemember.org)

- MORE -

-Run for the Fallen – PAGE TWO

**Run for the Fallen** – Jon Bellona, inspired after the death of his college roommate and friend 1LT Michael Cleary in Iraq, created a national run of remembrance. Beginning Flag Day, June

14, 2008, a dedicated team of runners ran across America from Fort Irwin, CA to Arlington National Cemetery, one mile for every member of the United States Army, Navy, Air Force, Coast Guard and Marines killed in Operation Iraqi Freedom. Each year since the run across America, runners from around the world have joined Run for the Fallen in remembering our fallen heroes. Over 180,000 miles have been collectively run in remembrance of those fallen in those recent operations. [www.runforthefallen.org](http://www.runforthefallen.org)

**Honor and Remember, Inc.** - After the death of his eldest son, Tony, in Iraq, Gold Star father George Lutz recognized the need to educate the nation on the precious cost of freedom. His mission became raising awareness about the sacrifice made by military men and women who died for their country through the creation and establishment of a distinct and tangible symbol. The Honor and Remember Flag was unveiled nationally on Memorial Day 2008 to perpetually recognize the sacrifice of our fallen military heroes and their families. The flag is now being endorsed by veteran and service organizations and adopted by cities and states as an official symbol. And it is being flown by patriotic Americans across our nation, well on its way to becoming a nationally accepted symbol of remembrance. You can learn more and sign the petition to support this campaign by visiting [www.honorandremember.org](http://www.honorandremember.org)

###

CITY COUNCIL E-MAILS

Received: June 17, 2024 (after 5:00 p.m.) – July 11, 2024 (before 9:00 a.m.)

July 15, 2024 Council Meeting

Submitted on Mon, 06/17/2024 - 18:18

**First Name**

Bonnie

**Last Name**

Blaisdell

**Email**

[blaisdellbl@gmail.com](mailto:blaisdellbl@gmail.com)

**Address**

71 Baycliff Rd

**Message**

Dear City Council Members,

I am writing to show my support for the amendment that would allow 2 visitors into a home with home occupation 1 and up to six visitors with home occupation 2. I understand that home occupation businesses would be required to get a special conditional use permit and have go go in front of the planning board and get approval. These measures assure that safeguards are in place.

I believe we have to be more proactive in allowing artists and musicians to have a small number of people in their homes to share their skills with the community. Portsmouth is a place that promotes the arts this seems to be a community resource that has not been utilized. I know many people in the community that would enjoy taking an art or music class in a small group in a person's home.

Please consider passing the amendment that would allow client visitors.

Thank you,

Bonnie Blaisdell

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

Submitted on Fri, 06/21/2024 - 14:42

**First Name**

JOANNE

**Last Name**

RAVGIALA

**Email**

[jorav@icloud.com](mailto:jorav@icloud.com)

**Address**

1275 Maplewood Ave. #23

**Message**

Thank you for your service to our city. I am very concerned as I am sure you are about the climate change patterns that are occurring on our planet as evident with recent extremely warm temperatures. The extremes require more and more use of electricity to provide air conditioning/ heat in our homes, workplaces, automobiles.

I have been very disappointed by the Historic Commission recent decisions to not allow solar panels or limit their use. I think if the architects/builders of these historic buildings were facing the climate change problems the are occurring now they would choose to do what is best for all ... use less fossil fuels and allow solar panels.

I have been very disappointed by the Historic Commission recent decisions to not allow solar panels or limit their use. I think if the architects/builders of these historic buildings were facing the climate change problems the are occurring now they would choose to do what is best for all ... use less fossil fuels and allow solar panels.

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

Submitted on Tue, 06/25/2024 - 18:15

**First Name**

Richard

**Last Name**

DiPentima

**Email**

[rdipentima@gmail.com](mailto:rdipentima@gmail.com)

**Address**

16 Dunlin Way

**Message**

Dear Council Members:

Over the past few years, we have been warning the city about the possibility of a train derailment or accident downtown. Today there was a train derailment downtown involving 47 train cars closing off much of the downtown traffic from Maplewood Ave. and Market St. Fortunately, as I understand it, there were no propane cars involved and all cars remained upright.

This is a stark warning of what could happen if a similar derailment were to take place involving tank cars carrying propane. If this were to happen the situation would be quite different and much more serious. The city should demand to know exactly what caused the derailment and what steps are being taken to correct any deficiencies that caused this derailment. We cannot wait for a more serious situation to develop before taking the necessary steps to ensure that all necessary steps have been taken to protect the city. The next time we may not be so lucky!

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

Submitted on Wed, 06/26/2024 - 10:53

**First Name**

James

**Last Name**

Hallas

**Email**

[jdhallas@comcast.net](mailto:jdhallas@comcast.net)

**Address**

18 Simonds Rd

**Message**

The time has come to recognize, that no single site for a new police station, will make everyone happy. The time has come to pick the most cost effective site/solution, and move forward. Further delay will only escalate costs. The needs of the property tax payers in this city, should and must trump any petty complaints over esthetic values of the building. Thanks for listening.

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

Submitted on Wed, 06/26/2024 - 14:30

**First Name**

John

**Last Name**

Donnelly

**Email**

[jdonnelly9@comcast.net](mailto:jdonnelly9@comcast.net)

**Address**

52 Market St, Apt 3

**Message**

Is it possible to put a non-binding referendum question on the ballot this Fall? Something like: "Does Portsmouth NH need a new Police Station? Vote Yes or No."

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---



**Submitted on Wed, 06/26/2024 - 20:47**

**First Name**

Elizabeth

**Last Name**

Bratter

**Email**

[gatoday@yahoo.com](mailto:gatoday@yahoo.com)

**Address**

159 McDonough St, Property Owner  
Portsmouth, New Hampshire. 03801

**Message**

RE: License, Easement, Sale or other  
Location: 361 Hanover St area

Dear Mayor McEachren, City Manager Conard and Members of the City Council, June 25, 2024

**The Request:**

It would be greatly appreciated, if any of the City Lands surrounding 361 Hanover St are asked of the City Manager, City Council or the Planning Board, to be used or purchased, by any of 361 Hanover St entities, in any way. Please require a public hearing and notification of abutters by certified mail, of what is being proposed and public comment for consideration of the proposal.

**Background:**

On October 30, 2006 the City of Portsmouth and Kearsarge Mill Unit Owners Association (361 Hanover St) entered into a Revocable License. This agreement allowed Kearsarge Mill to use the Portsmouth property in the rear of 361 Hanover St and in return Kearsarge would provide 18 spaces of public parking on the Hanover St front side of the building, with hours limited to 6PM to 8AM Monday through Friday and unlimited on weekends. This agreement was not known to the neighborhood. It was believed, the then owner was very kind in allowing neighbors to park there.

The other part of the license that was not known by the neighborhood and possibly even the City of Portsmouth Parking Division, was that an annual fee of \$500.00 was to be paid by Kearsarge to Portsmouth. The 2006 License stated no payment was required for "past" use. It was considered the "fair market value of the licensed area as determined by the City Assessor". "Such amount could be adjusted annually, if necessary, to reflect fair market value at any given time". No adjustment was ever made as far as can be found.

**The Problem:**

An application to the Planning Board was presented by 361 Hanover St including amending "the license". The license, was not presented in the application and had to be researched by neighbors. Upon request, the Legal Department did research this license. The collection by the city of the funds is questionable. The parking spaces were not monitored by the city, based on the fact that sometimes parking was allowed, not allowed, allowed, private meters were added and removed. The 2006 License has been determined to be null and void by the Legal Department in June 2024. Currently the City property is not to be used by 361 Hanover St and neighbors may not park 18 vehicles on the private property at 361 Hanover St.

**The Point:**

It is clear that there are various types of legal agreements by the City of Portsmouth. Most are part of the public record. Some of these can be engaged in by the City Manager and/ or the City Council. It would seem that whenever the City is allowing use or sale of City Lands by private parties, public input should be allowed, whether by mail, email or in person and abutters should be notified by certified mail. Based on what happened regarding the 2006 Revocable License, it seems very few even knew it existed, including city staff and no one was enforcing the license.

**The Reasoning:**

There is a good sized piece of land owned by the City of Portsmouth, in the rear and along the side of 361 Hanover St. The neighbors who live there should have the opportunity to provide public comment regarding 361 Hanover wanting to use said lands, whether it be by sale, easement, license or any other agreement. Were 361 Hanover to use these lands, the use could directly impact the neighborhood. The city may want to keep said lands because they provide a beautiful view of the North Mill Pond and could be a nice place to sit and relax. A small set of stairs added by the sidewalk or just a ramp up the side could allow easier access to the viewing area.

Please require 361 Hanover and/ or its entities to notify the public if they want to buy or use the public lands along the side and in the rear of their property, describing what it will be used for and allow public comment before the city agrees to whatever terms are presented.

Respectfully,

Elizabeth Bratter, Property Owner, 159 McDonough St

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes**

Submitted on Fri, 07/05/2024 - 13:27

**First Name**

Carolyn

**Last Name**

Hyde

**Email**

[carahyde67@gmail.com](mailto:carahyde67@gmail.com)

**Address**

7 Davis Boulevard

Rochester, New Hampshire. 03868

**Message**

Greetings:

I would like to propose a flashing yellow light at the exit coming off traffic circle by The Holiday Inn. I was coming off that exit this morning and almost got slammed into. I know the speed limit is 25 but apparently people are not abiding by this at all. About an hour and a half later, upon approaching this intersection, a motorcycle got slammed into. You can check to see if other accidents occurred here, but the visibility is limited turning left or right. I wouldnt want this to happen to anyone else, as it almost happened to me and then a motorcycle was affected in the same exact spot shortly after my near miss , less then a few hours later. For me to have gone through this and then actually seeing it prompts me to write to you today to remedy this dangerous spot. I will follow up on Monday as the office is closed today. This requires your immediate attenrion and I am acting as an advocate to prevent further incidents.

I appreciate your help in this regard.

Sincerely,

A concerned motorist.

Carolyn Lemay

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

Submitted on Sun, 07/07/2024 - 13:32

**First Name**

Joel

**Last Name**

Arnold

**Email**

[lopezsound@hotmail.com](mailto:lopezsound@hotmail.com)

**Address**

7001 Seaview AVE NW

Seattle, Washington. 99118

**Message**

Greetings, we have been visiting your lovely town by boat for the last week. We have traveled by boat all over the world but have never seen a situation where less care was taken to make a safe and comfortable waterway. We have watched a constant stream of irresponsible boaters ripping up and down the river and under the bridges with a total disregard for the reduced speed requirements let alone basic courtesy. If this is the image you would like to project to visiting boaters then disregard this message. If not, I might suggest a simple marked slow zone (headway speed is fine given the river current) from the Navy yard up through the 95 bridge. Easy to disregard a message from a visitor like us but I can assure you the locals we have met here on the water are aware of the issue and would like to see a change. Why be a party to chaos when you can do something simple about it. While I can appreciate the "live free" aspects of your life here, it's not an open checkbook for dangerous and irresponsible behavior. We will be contacting the coast guard and working up their management tree, as well, but you could get ahead of the issue on the side of positivity and courtesy. Please feel free to reach out if you would like to discuss any specifics . Word travels fast in the boating community, until this situation changes we would not come back to share our \$\$\$ here. Thanks for taking the time to read this.

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

1033 Maplewood Avenue





1033 Maplewood Avenue



# **Historic District Commission Guidelines for Renewable Energy**

**“Locate collectors where they are hidden or minimally visible from public view.”**

**“The frame and panels should be the same color as the roof structure...”**



Contemporary Addition to this Historic Home



# 16 Solar Power Arrays Near Dennett Street

Two not visible from public view

Fourteen Visible

To facilitate solar power, the panels need to be located where the  
sun is

# Historic District Commission Guidelines for Renewable Energy

“Locate collectors where they are hidden or minimally visible from public view.”

“The frame and panels should be the same color as the roof structure...”





Dennett Street-Not visible from public view-1





Pine Street-Not visible-2





Clinton Street-Visible-1





Clinton Street-Visible-2





Burkitt Street-Visible-3





Pine and Stark Streets-Visible 4





Thornton Street-Visible 5





Thornton Street-Visible 6





Thornton and Thornton Extension-Visible 7





Thornton Street-Visible 8





Thornton Street-Visible 9





Thornton Street-Visible 10





Thornton Street-Visible 11





Thornton And Burkitt Streets-Visible 12





Bartlett Street-Visible 13





Bartlett and Thornton Streets-Visible 14

1/24/24

City of Portsmouth  
City Council  
Attn: Deaglan McEachern, Mayor and Councilors  
1 Junkins Avenue  
Portsmouth, NH 03801

Re: Community Based Power: Does Opting Up reduce CO2 emissions?

Dear Mayor and Councilors,

Does Opting Up with Community Based Power to the Clean 100 power option reduce CO2 emissions? The Council is currently considering a proposal to exempt solar power from HDC jurisdiction. A statement was made at the last meeting that one can “opt-up” and achieve essentially the same benefits as installing solar power. We can evaluate this by evaluating the reductions in CO2 emissions.

The average residential customer will pay an extra \$28/month more for opting-up to Clean-100. Consumer Power uses those funds to purchase Renewable Energy Certificates (REC's), which provide a subsidy to clean power providers. One REC per megawatt. For example, for the solar power system on our house we receive \$216 per year in REC payments.

There are no published estimates of reductions of CO2 emissions from opting-up. I think we need to find a way to quantify CO2 emissions to the best of our ability. The following is an analysis using three different approaches: Present, Future by Incentives and Future by Funding.

Below are the outcomes of these analyses. The section following describes these approaches in detail.

## **SUMMARY OF ANALYSES**

**APPROACH #1: THE PRESENT:** There is no reduction in CO2 emissions. The electricity used by the customer is not generated from 100% renewables. It is generated by the same mix of fuels supplied to the power grid. There is only one set of wires and one stream of electricity.

**APPROACH #2: THE FUTURE: INCENTIVES:** The incentive amounts to about 1% of the cost of the system per year, using my solar power system as an example. The effectiveness of the incentive is unclear due to the small size of the incentive.

**APPROACH #3: THE FUTURE: PROPORTIONAL FUNDING:** The REC's that are purchased with the extra funds paid by the customer can be credited with between 11.7% and 18.2% of the reduction of CO2 emissions resulting from direct investment in solar power.

## **SOME BACKGROUND INFORMATION**

Opting-up to the Clean 100 power option adds \$28/month to the bill for an average residential customer. How are these extra funds used?

Attached is a copy of question 23 in the FAQ section from the Community Power of NH website. It answers the question directly. It explains that the extra funds are used to purchase REC's (Renewable Energy Certificates) from clean power generators.

The following is an excerpt from the attachment that explains this:

“To meet state law, and to verify the increased renewable content for customers who "opt-up" the Coalition purchases Renewable Energy Certificates (RECs).

New Hampshire's Renewable Portfolio Standard (RPS) requires all electricity providers to acquire specific percentages of RECs sourced from five different categories of renewable resources: Class I (new renewable resources), Class I thermal (useful thermal energy), Class II (new solar), Class III (existing biomass / methane), and Class IV (existing small hydroelectric).”

REC's are paid by the New England power pool to clean power producers to provide a subsidy for clean energy. For example, the solar power system on our house generates REC payments to us of \$216 per year.

**APPROACH #1: THE PRESENT:** Does Opting Up to the Clean 100 power option reduce CO2 emissions in the present?

When I first heard about this program, I had the impression that the electricity coming through the wires to a customer was somehow different than the power provided by choosing the default option or Eversource. I think this impression stemmed from the use of terms such as “Clean 100” and “100% Renewable Content” in the Consumer Power literature. Digging a little deeper it is clear that there is only one set of wires and only one stream of electricity flowing through those wires.

If a residential customer opts-up to clean 100 and pays the extra \$28 per month, does the mix of fuel sources that generated that electricity change? No. There is only one set of wires and one stream of electricity.

No matter whether it is purchased from Eversource or Community Power, and what power option is chosen, the electricity was generated by the same mix of power generation that is currently supplying the grid. The REC payments do not increase the percentage of clean power in the mix in any immediate way, so there is no present reduction of CO2 emissions.

**APPROACH #2: THE FUTURE: INCENTIVES:** Does Opting Up to the Clean 100 power option reduce CO2 emissions in the future by way of incentives?

The REC program provides a subsidy for clean power generation and therefore an incentive to those considering installing clean power systems. But it is unclear that it is large enough to be an effective motivator.

Every system is different, but the numbers from one system are helpful in framing the issues. Using the solar system on our house as an example, the system cost was \$22,971. Our savings on our 2023 power bill was \$2,477. The REC payments in 2023 were \$216. The REC subsidy amounts to about 1% of the installation cost per year and 9% of the savings on the power bill. Because the REC subsidy is so small, it played no part in our decision to install the system.

Do the REC subsidies cause clean energy producers to increase production or invest in additional systems? They seem to be too small to be effective. The effectiveness of the subsidy is unclear. So any reduction in CO2 emissions under this analysis approach is unclear.

**APPROACH #3: THE FUTURE: PROPORTIONAL FUNDING:** Does Opting Up to the Clean 100 power option reduce CO2 emissions in the future by way of Proportional Funding?

One can calculate the present value of a projected income stream. That present value can be used to analyze the proportional funding of a clean energy system. This approach results in a quantifiable reduction in CO2 emissions.

Again, using the solar system on our house as an example, we can calculate the present value of the projected subsidy of \$216 per year over an expected 20 year system life. The present value calculates to \$2,691, assuming a 5% inflation rate.

This can be characterized as a one-time subsidy for installing the clean power system. In the case of our system, \$2,691 amounts to 11.7% of the cost of the system. The REC payments can be credited with an 11.7% reduction of CO2 emissions. In the case of our system, 11.7% of 15,000 pounds, or a reduction in CO2 emissions of 1,755 pounds per year.

This number improves if the calculation is scaled up to the full amount of the customer's extra payment of \$28/month, which equals \$336 per year. Based on the ratio of the customer's REC payments of \$336 and our system's receipt of \$216 per month, the extra customer payments can be credited with an 18.2% reduction of CO2 emissions: 2,730 pounds per year.

In the future Community Power may use the extra \$28/month to directly purchase clean power instead of purchasing REC's. The amount of reduction of CO2 emissions under that scenario will depend on whether the directly purchased clean power is newly added to the grid or is already supplying the grid. It will also be necessarily limited by the ratio of the extra \$28 to the total bill of \$91, or about 30%

## **SUMMARY**

The average residential customer will pay an extra \$28/month for opting-up to Clean-100. Consumer Power uses those funds to purchase REC's, which provide a subsidy to clean power providers. One REC per megawatt.

Three approaches have been employed to attempt to quantify the reductions in CO2 emissions.

**APPROACH #1: THE PRESENT:** There is no reduction in CO2 emissions. The electricity used by the customer is not generated from 100% renewables. It is generated by the same mix of fuels supplied to the power-grid

**APPROACH #2: THE FUTURE: INCENTIVES:** The incentive amounts to about 1% of the cost of the system per year. The effectiveness of the incentive is unclear due to its small size.

**APPROACH #3: THE FUTURE: PROPORTIONAL FUNDING:** The REC's that are purchased with the extra funds paid by the customer can be credited with between 11.7% and 18.2% of the reduction of CO2 emissions resulting from a direct investment in solar power.

I want to be clear that Community Power is an excellent step forward in the renewable energy transition. Opting up with community power is a great way to support/ fund existing clean energy generators. The benefits are NOT equal to solar power, but people who are unable to go solar (renters, condo owners, homeowners with shaded roofs, etc.) can still support the renewable energy industry by opting up.

This letter is offered to help the Council, Planning Board, and HDC have a conversation and make a decision on the solar power question. Thank you for your work on this issue.

Sincerely,

Joe Caldarola



**From:** [Curtis Hermann](#)  
**To:** [Karen S. Conard](#)  
**Cc:** [Jessica S. Griffin](#); [Joanna Diemer](#)  
**Subject:** Permit Request - Commemoration of the Bicentennial Anniversary of General Lafayette's visit  
**Date:** Thursday, June 27, 2024 1:59:19 PM  
**Attachments:** [Outlook-3jvfvn0.png](#)  
[Lafayette Return Portsmouth Permit.pdf](#)

---

City Manager Conard,

The American Friends of Lafayette and the New Hampshire Sons of the American Revolution are requesting a permit for activities connected to a ceremony commemorating the bicentennial of General Lafayette's visit to Portsmouth during his farewell tour in 1824. Lafayette will return to Portsmouth, New Hampshire on Sunday, September 1, 2024, at 2:30 pm, 200 years to the day after his Farewell Tour visit.

Our plan is, just as in 1824, he will arrive in a horse-drawn carriage, after making stops in Hampton Falls, Hampton, North Hampton, and Greenland. The General will be greeted at the Langdon House, which served as his headquarters for his Farewell Tour visit. These activities will include a short travel of a horse drawn carriage on Hancock and Pleasant Streets along with a welcoming ceremony and musket salute on the property of the Langdon House. The attached document provides additional details and a map regarding these activities.

The ceremonies at Langdon House will include a reenactment of Lafayette's reception by town officials, including excerpts from the speech by town father William Ham and Lafayette's reply. The public is invited to attend and welcome Lafayette on his return to Portsmouth after a 200-year absence.

The Langdon House, Strawberry Banke Museum, the Portsmouth Historical Society and Warner House have all been involved with the planning of the day's events. We are also coordinating this request with an invitation (under separate communications) to the Mayor's Office for city officials to participate in the ceremony and welcome Lafayette to Portsmouth.

I am submitting the request, because of my involvement with similar requests of this nature by the NH Sons of the American Revolution. Recent requests were ultimately submitted to the City Council where they were remanded back to the City Manager's Office for approval after review by the appropriate City Departments. It is my hope we can proceed with a similar process for this request and avoid the time and effort required to present the request to the Council.

Thank you in advance for your assistance,

Curtis Hermann  
Commander NHSAR Color Guard  
1<sup>st</sup> VP, New Hampshire SAR  
603-305-1307



## **Lafayette 200 - Portsmouth Ceremony**

The American Friends of Lafayette and the New Hampshire Sons of the American Revolution are requesting a permit for activities connected to the ceremony to commemorate the bicentennial of General Lafayette's visit to Portsmouth during his farewell tour in 1824. These activities will include a short travel of a horse drawn carriage on Hancock and Pleasant Streets along with a musket salute on the property of the Langdon House. Details are provided below.

### **Background**

The American Friends of Lafayette is sponsoring an a thirteen-month bicentennial celebration of Major General Lafayette's triumphant return tour to America. The celebration kick's off with a series of events in New York on August 16th-18th 2024.

On September 1<sup>st</sup> 2024, Lafayette returns to the New Hampshire Seacoast towns in a horse and buggy, just as he did 200 years ago with stops in Hampton Falls, Hampton, North Hampton, Greenland and Portsmouth.

### **Lafayette's Tour Through the Seacoast**

Hampton Falls is honored to be the first Seacoast New Hampshire town to greet Lafayette in the Granite State on the reenactment of his historic Farewell Tour on Sunday, September 1st. The Bicentennial of the Farewell Tour is sponsored in 24 states by the American Friends of Lafayette. The Hampton Falls Historical Society is hosting "Tea With the Marquis" where vintage china, croissants and Paris tea will be served as it was in 1824. Lafayette, played by Ben Goldman, arrives by horse-drawn carriage at the Hampton Falls Town Common on Lafayette Road at 9:00 am where he will be welcomed and honored during our public dedication of a new Lafayette Trail Marker. The SAR Color Guard will accompany the carriage and provide a military salute on the Common. State Representative Susan Porcelli will read a Proclamation announcing Lafayette Day in Hampton Falls.

Lafayette will then travel North to two more stops on the NH Seacoast on his way to Portsmouth. Stopping in Hampton at Meetinghouse Green, the Marquis will be welcomed by the Hampton Historical Society and their "Jubilee of Liberty" program after his carriage rounds Founders Park to flag-waiving residents. The SAR Color Guard, French coffee, and pastries mark the celebration. Lafayette then proceeds through North Hampton to Greenland where he will be greeted at the Lafayette Trail Marker at the Greenland Parade Common. Following the celebratory receptions in these three towns, Lafayette then resumes his Tour by heading to Portsmouth.

Lafayette will return to Portsmouth at 2:30 pm, 200 years to the day after his Farewell Tour visit. As in 1824, he will arrive in a horse-drawn carriage, after making stops in Hampton Falls, Hampton, North Hampton, and Greenland. The General will be greeted at the Langdon House, which served as his headquarters for his Farewell Tour visit.

The ceremonies at Langdon House will include a reenactment of his reception by town officials, including excerpts from the speech by town father William Ham and Lafayette's reply. There will also be a three-gun salute provided by the Sons of the American Revolution. The public is invited to attend and welcome Lafayette on his return to Portsmouth after a 200-year absence.

The public will have the opportunity all day Sunday to tour the Langdon House, the nearby Warner House, and/or the John Paul Jones House.

At 5:00 pm, there will be a ticketed dinner at Strawberry-Banke, where our Lafayette will be regaled by keynote speaker, AFL member Peter Reilly, who will present "Lafayette as Superhero: the Farewell Tour in Context." The ticket will include free admission to the Langdon House, the Warner House, and the John Paul Jones House.

### **Detailed Description of Activities in Portsmouth**

See Map.

Upon completion of the ceremony at Greenland, the truck and trailer transporting the horses and carriage will proceed to the parking lot of Strawberry Banke to be set up for his "arrival" at the Langdon House. Strawberry Banke Museum has approved the use of their parking lot for this purpose and will identify and reserve enough space in the lot to accommodate the movement of the truck and trailer.

At approximately 2:15 pm the horse and buggy, escorted by 2 or 3 members of the NH Sons of the American Revolution Color Guard marching on each side, will depart the Strawberry Banke parking lot via the entrance on Hancock Street and proceed in a southerly direction towards Pleasant Street. The buggy will turn on Pleasant Street and proceed to the Langdon House, entering the driveway and proceeding to an area near the garage/barn, well off the street. Although the organizations are hopeful the public will line the street to "greet" General Lafayette as he makes his way to the Langdon House, there is no plan to make any stops during the travel from Strawberry Banke to the Langdon House. We anticipate the return travel time to be about 15 minutes.

As soon as Lafayette debarks from the carriage and is greeted by honored guests at the Landon House, the horses and carriage will return to Strawberry Banke to be loaded on the trailer. We anticipate the “greeting” will take about 10-15 minutes during which time traffic could resume on Pleasant Street. The carriage will depart the Langdon House at 2:45 pm, arriving at Strawberry Banke parking lot at about 3:00 pm.

The ceremony at the Langdon House is anticipated to last about 1 hour, concluding with a 3 volley musket salute by the Sons of the American Revolution Color Guard. The Color Guard Commander, Curtis Hermann has conducted an onsite visit and proposes to fire the salute from the grove of trees in the rear of the property with a line of fire towards the empty lot (parking area) abutting the property. This location allows a line of sight by the attendees, an adequate safety zone and is located well away from any occupied living spaces. The canopy cover will also provide additional noise abatement to local residence. The location and direction of the musket salute has been approved by both the Langdon House and Strawberry Banke.

The American Friends of Lafayette and NH Sons of the American Revolution can provide COIs and other documentation as required by the Police and Fire Departments.

For more information:

American Friends of Lafayette: <https://friendsoflafayette.wildapricot.org/>

New Hampshire SAR: <http://nhssar.org>

Lafayette 200: <https://lafayette200.org/event/lafayettes-return-to-the-new-hampshire-seacoast/>



Horse/carrriage/4 walking escorts depart Strawberry Banke parking lot @ 2:15 pm – Arrive Langdon House @ 2:30 pm.  
Horse/carrriage departs Langdon House at 2:45 pm – arrives Strawberry Banke parking lot at 3:00 pm.

- 1) Parking area for truck/trailer transporting the horses and carriage ( Parking approved by Strawbery Banke Museum)
- 2) Receiving area for “Lafayette” at the Langdon House
- 3) New Hampshire Sons of the American Revolution fire musket salute at about 3:30 pm (Approved by the Langdon House)



**RE: License, Easement, Sale or other**

**Location: 361 Hanover St area**

Dear Mayor McEachren, City Manager Conard and Members of the City Council,

June 25 2024

**The Request:**

**It would be greatly appreciated, if any of the City Lands surrounding 361 Hanover St are asked of the City Manager, City Council or the Planning Board, to be used or purchased, by any of 361 Hanover St entities, in any way. Please require a public hearing and notification of abutters by certified mail, of what is being proposed and public comment for consideration of the proposal.**

**Background:**

On October 30, 2006 the City of Portsmouth and Kearsarge Mill Unit Owners Association (361 Hanover St) entered into a Revocable License. This agreement allowed Kearsarge Mill to use the Portsmouth property in the rear of 361 Hanover St and in return Kearsarge would provide 18 spaces of public parking on the Hanover St front side of the building, with hours limited to 6PM to 8AM Monday through Friday and unlimited on weekends. This agreement was not known to the neighborhood. It was believed, the then owner was very kind in allowing neighbors to park there.

The other part of the license that was not known by the neighborhood and possibly even the City of Portsmouth Parking Division, was that an annual fee of \$500.00 was to be paid by Kearsarge to Portsmouth. The 2006 License stated no payment was required for "past" use. It was considered the "fair market value of the licensed area as determined by the City Assessor". "Such amount could be adjusted annually, if necessary, to reflect fair market value at any given time". No adjustment was ever made as far as can be found.

**The Problem:**

An application to the Planning Board was presented by 361 Hanover St including amending "the license". The license, was not presented in the application and had to be researched by neighbors. Upon request, the Legal Department did research this license. The collection by the city of the funds is questionable. The parking spaces were not monitored by the city, based on the fact that sometimes parking was allowed, not allowed, allowed, private meters were added and removed. The 2006 License has been determined to be null and void by the Legal Department in June 2024. Currently the City property is not to be used by 361 Hanover St and neighbors may not park 18 vehicles on the private property at 361 Hanover St.

**The Point:**

It is clear that there are various types of legal agreements by the City of Portsmouth. Most are part of the public record. Some of these can be engaged in by the *City Manager and/ or the City Council*. It would seem that **whenever the City is allowing use or sale of City Lands by private parties, public input should be allowed, whether by mail, email or in person and abutters should be notified by certified mail**. Based on what happened regarding the 2006 Revocable License, it seems very few even knew it existed, including city staff and no one was enforcing the license.

**The Reasoning:**

There is a good sized piece of land owned by the City of Portsmouth, in the rear and along the side of 361 Hanover St. The neighbors who live there should have the opportunity to provide public comment regarding 361 Hanover wanting to use said lands, whether it be by sale, easement, license or any other agreement.

***Were 361 Hanover to use these lands, the use could directly impact the neighborhood.***

*The city may want to keep said lands because they provide a beautiful view of the North Mill Pond and could be a nice place to sit and relax. A small set of stairs added by the sidewalk or just a ramp up the side could allow easier access to the viewing area.*

Please require 361 Hanover and/ or its entities to notify the public if they want to buy or use the public lands along the side and in the rear of their property, describing what it will be used for and allow public comment before the city agrees to whatever terms are presented.

Respectfully,

Elizabeth Bratter, Property Owner, 159 McDonough St

June 23, 2024

Hi Mayor McEachern,

I unfortunately am going to have to resign from the Citywide Neighborhood Committee. I thought I was going to be able to volunteer my time to be a member, but my circumstances have changed, and I won't be able to do so anymore.

Is there anything else I need to do to resign so my spot can be filled.

Thank you,

Chuck Raye  
[cpraye@gmail.com](mailto:cpraye@gmail.com)

CITY COUNCIL POLICY NO. \_\_\_\_\_

**Single-Use Food Service-ware Reduction or “Skip the Stuff” Policy**

**1. Objective and Purpose**

The purpose of this policy is to encourage the use of 100% compostable single-use food service-ware. To do so, the City Council is supporting the reduction of single-use plastic food service-ware. This policy will also support waste reduction efforts, which is a goal of the State of New Hampshire 2024 Climate Action Plan, and the forthcoming Portsmouth Climate Action Plan. This policy encourages businesses to only distribute single-use food service-ware upon request, and preferably only 100% compostable single-use service-ware.

**2. Scope**

2.1 This policy applies to all food service providers in the City of Portsmouth, and all consumers purchasing food or beverages in the City of Portsmouth.

**2.2 Definitions**

For the purpose of this policy, the following terms will be defined in the following manner:

- a. Consumer: a person purchasing food or beverages.
- b. Food Service Provider: any store, establishment, provider, government entity, non-profit vendor, or business, operating within the City of Portsmouth, New Hampshire that sells or provides food or beverages for human consumption to consumers directly or indirectly through a delivery or takeout service, regardless of whether such food is consumed on or off the premises. “Food service provider” includes, but is not limited to, restaurants, retail food establishments, caterers, cafeterias, stores, shops, retail sales outlets, grocery stores, delicatessens serving the public, mobile or temporary food providers, vehicles or carts, or roadside stands.
- c. Single-Use Food Service-ware: all types of items provided by food service providers in relation to the consumption and enjoyment of food or beverages, including, but not limited to, forks, spoons, knives, napkins, straws, stirrers, cocktail sticks, splash sticks, toothpicks, wet-wipes, cup lids, cup sleeves, beverage trays, and cups, plates, and take-out containers that are designed for single-use.

Single-Use Condiment: relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes or other similar items that are designed for single-use.

- d. Single-Use: a product that is designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- e. Third-Party Food Delivery Platform: a business engaged in the service of online food ordering and/or delivery of food or beverages from a food service provider to a consumer.

### **3. Single-Use Food Service-ware Upon Request Guidance**

The City Council encourages food service providers to provide single-use food service- ware or single-use condiments only upon request by a customer, and preferably only 100% compostable products. Additionally, single-use food service-ware and single-use condiments provided by food service providers for use by consumers should not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use food service-ware or single-use condiment desired without also having to take a different type of single-use food service-ware or single-use condiment. Food service providers should also display information for consumers about this program at their place of business, including a notice that consumers must specifically request to receive single-use food service-ware.

### **4. Guidance for Third-Party Delivery Platforms**

Food service providers are encouraged to contact their third-party food delivery platforms, and request that they provide consumers with the option to request that no single-use food service- ware and single-use condiments from food service providers unless requested. Likewise, the food service provider should request that a third-party food delivery platform should customize its menu with a list of available single-use food service-ware and single-use condiments, and only those single-use food service-ware and single-use condiments selected by the consumer should be provided by the food service provider or the third- party food delivery platform. If a consumer does not select any single-use food service-ware or single-use condiments, no single-use food service-ware or single-use condiments should be provided by the food service provider or the third-party delivery platform.

### **5. Education and Outreach**

The City Manager will leverage City resources to conduct education and outreach to consumers, food service providers, and third- party food delivery platforms regarding the requirements and purpose of this policy.

- a. The education and outreach may include:
  - 1) Information regarding the environmental and public health harms associated with single-use food service-ware;
  - 2) The environmental, economic, and social benefits of reusable food service-ware;
  - 3) Information regarding the environmental and public health concerns associated with landfilling and incinerating waste;

4) How food service providers and third-party delivery platforms can comply with this policy and the benefits of compliance.

b. The education and outreach should utilize multiple forms of media, including, but not limited to print and web-based media to produce information directly to consumers, food service providers, and third-party food delivery platforms, and shall be provided in multiple languages, if necessary.

## **6. Acknowledgements**

Participating food service providers shall be recognized by being allowed to display an acknowledgement of their compliance with sections 3 and 4 of this policy at their business, and shall be listed as a participating provider on the City of Portsmouth website. The City Manager will develop a method to acknowledge participating food service providers.

This policy shall take effect 120 days after the passage by the City Council. Adopted by the Portsmouth City Council on \_\_\_\_\_.

---

Kelli L. Barnaby, MMC/CNHMC City Clerk

CITY OF PORTSMOUTH

LEGAL DEPARTMENT

MEMORANDUM

**DATE:** February 12, 1998  
**TO:** KELLI SCOTT, CITY CLERK  
**FROM:** RAELINE O'NEIL *Raeline A. O'Neil*  
**RE:** AMBASSADOR'S TRUST FUND

---

For your records, I have attached hereto the original and fully executed Ambassador's Trust Fund.



## AMBASSADOR'S TRUST FUND

WHEREAS, the City of Portsmouth has established relationships with sister cities throughout the world; and

WHEREAS, the City Council has passed a resolution establishing a good will ambassador; and

WHEREAS, the City Council wishes to have the good will ambassador maintain the City's relationships with the sister cities; and

WHEREAS, the City is in receipt of private donations for the purpose of funding the expenses of the good will ambassador;

NOW THEREFORE:

1. A sum of \$5000.00 shall be transferred to Trustees of the City Trust Funds which shall be known as the corpus of the Trust and may be added to from time to time as the City may determine;

2. The Trustees may hold said funds, together with all additions thereto, either in savings or special notice account or in such investments as allowed by the Law of the State of New Hampshire;

3. The funds may be collectively invested with other funds held by the Trustees for the purposes of investment only.

4. The total return accounting method is acceptable in the management of this fund.

5. The corpus of this trust may be spent for Ambassador activities, however, should the corpus fall below \$5000.00 notice shall be given to the City Council prior to any further expenditure.

6. The Trustees of the Trust Fund may authorize expenditures from this trust for sister city activities including expenses for a traveling companion for the ambassador.

7. No funds shall be expended out of this fund without written records and receipts for all ambassador activities.

8. Any expenses other than those associated with sister city activities shall only be authorized by the City Council.

9. If at any time the City Council votes to end the Ambassador position, any remaining funds in this trust shall be transferred to the Mayor's Fund.

IN WITNESS WHEREOF the City has authorized the creation of this Trust this 15<sup>th</sup> day of February, 1998.

CITY OF PORTSMOUTH

BY J.P.B.  
John P. Bohenko,  
City Manager

TRUSTEES OF THE TRUST FUND

BY W.D. Eland  
Amorstein

## Andrew J. Purgiel

---

**From:** Trust Funds [prescott@worldpath.net]  
**Sent:** Wednesday, September 16, 2009 10:37 AM  
**To:** Andrew J. Purgiel  
**Subject:** Ambassador Fund  
**Attachments:** Ambassador Fund.PDF

Hi Andrew.....

Just a little more of the update on the two, now one fund process. The Mayor's Fund was started by Eileen Foley in early 1997 when Eileen was mayor. It was the 20K that the Japanese gave to the mayor to be used @ her discretion as part of the "sister city" visitation. The Ambassador Fund was started in 1998 by the then finance director, Jankowski, with the 10K proceeds of the Eileen Foley testimonial(s) as she retired from being the mayor. By an act of the city council in 2000, the two funds were merged into the Ambassador Fund (see attached). The trust & expenditure guidelines were updated & put in place @ that time. I'm sure Bob Sullivan has those on file. The most recent expenditures were made in 2005 of \$5,700 to send a delegation of students/adults to Japan to our sister city, and in 2005 & 2006 to pay the annual membership in the sister city's program of \$320. You have the book values of this fund as stated on the MS-9 for 2009. As I indicated earlier, it is about 25% under that amount in FMV terms. In fact, based on the info in the auditor's summary, it looks like there was \$18,539.82 listed @ 6/30/09 vs. \$24,039.38 in BV.

Are we good here?

Peter

APR 1 2 5 2000

FINANCE DEPARTMENT



MEMORANDUM

TO: Peter Torrey, Trust Fund Accountant  
FROM: Ted Jankowski, Finance Director  
DATE: March 27, 2000  
RE: Transfer of Trust Funds

CC: John P. Bohenko, City Manager

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As you are aware, the City Council authorized transferring the remaining balance of the Mayor's Trust Fund to the Ambassador's Trust Fund (see attached copy of City Council minutes). Please transfer the funds as directed by the City Council, making the effective date the date of the City Council vote, March 20, 2000. When the transfer is complete, please notify the City Auditor, Andrew Purgiel of the amount transferred and the new balance in the Ambassador's Trust Fund.

Please contact me if you have any questions.

# PARKING and TRAFFIC SAFETY COMMITTEE

## ACTION SHEET

8:30 A.M. – June 6, 2024

Conference Room A

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**PRESENT:**     **Members:** Chairman Andrew Bagley, Steve Pesci, Public Works Director Peter Rice; Erica Wygonik (Z); Stefanie Casella, Planning Department; Deputy Police Chief Mike Maloney; Fire Chief Bill McQuillen; Mark Syracuse, Mary Lou McElwain

**City Staff:** City Engineer Eric Eby, Parking Director Ben Fletcher, Associate Engineer Tyler Reese

ACTION ITEMS FOR CITY COUNCIL
<ul style="list-style-type: none"><li>• Taxi Stands, voted to modify City Ordinance Chapter 7, Section 7A.408, to allow for taxi stands to revert to metered parking when no taxi licenses and medallions are issued by the City.</li><li>• Hanover Street, voted to relocate 15-minute space on Hanover Street, near the intersection of Maplewood Avenue, to a location near the intersection with the Vaughan Mall.</li></ul>



- **Roll Call**
- **Financial Report: Voted** to accept and place on file Financial Report dated March 31, 2024.
- **Public Comment Session:** There were no speakers.
- **Taxi Stands, request to modify City Ordinance Chapter 7, Section 7A.408, to allow for taxi stands to revert to metered parking when no taxi licenses and medallions are issued by the City, by DPW: Voted** to approve changes to Chapter 7, Section 7A.408 as presented.
- **Initial discussions about providing a car sharing operation, such as ZipCar, in the City: Voted** to request staff report back on alternatives, feasibility and opportunities for a car sharing program in the City.
- **Hanover Street, report back on request for 15-minute space near Vaughan Mall: Voted** to relocate 15-minute space on Hanover Street, near the intersection of Maplewood Avenue, to a location near the intersection with the Vaughan Mall.
- **Police monthly accident report:** Informational; no action required.
- **Update on sidewalk project along Greenleaf Avenue and Lafayette Road:** Informational; no action required.

- **Update on Rail Trail access improvements on Islington Street near Vine Street and Barberry Lane:** Informational; no action required.
- **Bike corral locations:** Informational; no action required.
- **City road construction projects update:** Informational; no action required

*Respectfully submitted by: Leila Birr*



**PARKING and TRAFFIC SAFETY COMMITTEE**  
PORTSMOUTH, NEW HAMPSHIRE

**CONFERENCE ROOM A**  
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the option to join the meeting over Zoom.*

**8:30 AM**

**June 6, 2024**

**MINUTES**

**I. CALL TO ORDER**

Councilor Andrew Bagley called the meeting to order at 8:30 AM.

**II. ATTENDANCE**

Members Present:

Chairman Andrew Bagley  
Vice Chair Steve Pesci  
Public Works Director Peter Rice  
Stefanie Casella, Planning Department  
Deputy Police Chief Mike Maloney  
Erica Wygonik (Z)  
Fire Chief William McQuillen  
Mark Syracuse  
Mary Lou McElwain  
Dave Allen (alternate)

City Staff Present:

Parking Director Ben Fletcher  
City Engineer – Parking, Transportation and Planning Eric Eby  
Associate Engineer Tyler Reece

**III. FINANCIAL REPORT**

[00:04:55] Peter Rice moved to accept the financial report dated April 30, 2024, seconded by Mary Lou McElwain. Motion carried 9-0.

**IV. PUBLIC COMMENT**

None

**V. PRESENTATIONS**

None

## **VI. NEW BUSINESS**

*(No public comment during Committee discussion without Committee approval.)*

- A. [00:07:12] Taxi Stands, request to modify City Ordinance Chapter 7, Section 7A.408, to allow for taxi stands to revert to metered parking when no taxi licenses and medallions are issued by the City, by DPW. Peter Rice moved to approve changes to Chapter 7, Section 7A.408 as presented. Seconded by Mary Lou McElwain. Motion carried 9-0
- B. [00:09:16] Initial discussions about providing a car sharing operation, such as ZipCar, in the City. Peter Rice made a motion to request staff report back on alternatives, feasibility and opportunities for a car sharing program in the City. Seconded by Steve Pesci. Motion passed unanimously 9-0.

## **VII. OLD BUSINESS**

- A. [00:11:51] Hanover Street, report back on request for 15-minute space near Vaughan Mall. Chief McQuillen moved to relocate 15-minute space on Hanover Street, near the intersection of Maplewood Avenue, to a location near the intersection with the Vaughan Mall. Seconded by Dave Allen. Motion carried 9-0.

## **VII. INFORMATIONAL**

- A. [00:13:40] Police monthly accident report
- B. [00:18:41] Update on sidewalk project along Greenleaf Avenue and Lafayette Road
- C. [00:25:42] Update on Rail Trail access improvements on Islington Street near Vine Street and Barberry Lane
- D. [00:28:18] Bike corral locations
- E. [00:33:32] City road construction projects update

## **VIII. MISCELLANEOUS**

[00:38:43] Peter Rice moved to cancel the July meeting, seconded by Mary Lou McElwain

[00:39:12] Chairman Bagley indicated that we have received complaints regarding motorcycle noise. Deputy Chief Maloney spoke to the challenges of enforcement of noise ordinances with motorcycles.

[00:43:31] Steve Pesci requested that at the August meeting we discuss any state legislative changes that may impact parking and traffic. We would want to request that Jane Ferrini give a briefing.

[00:44:35] Deputy Chief Malony updated the committee on officers' use of e-bikes.

**IX. ADJOURNMENT**

Chairman Bagley adjourned the meeting at 9:11 a.m.

Respectfully submitted,  
Leila Birr  
Administrative Assistant  
Department of Public Works



Maplewood Avenue

Hanover Street

Vaughan Mall

Fleet Street

Retain one 15-minute space

Change 15-minute space to Zone A space

Change Zone A space to 15-minute space

Retain 15-minute spaces (2)





**Section 7A.408: TAXI STANDS DESIGNATED (Amended 01/23/2023)**

The following areas are hereby designated as Taxi stands:

- A. Pleasant Street: easterly side, first parallel parking space north of State Street.

**In the event that there are no Taxi Licenses and Medallions issued by the City, any designated Taxi stands shall revert to metered parking spaces until such time as the City issues Taxi Licenses and Medallions.**



DRAFT

# City of Portsmouth, NH Hazard Mitigation Plan Update 2024

Adopted by the

Portsmouth City Council  
\_\_\_\_\_ (date) \_\_\_\_\_

Prepared with the Assistance of the



**This project was partially funded by  
New Hampshire Homeland Security and Emergency Management**



## CERTIFICATE OF ADOPTION

WHEREAS, the City of Portsmouth received funding from the NH Office of Homeland Security and Emergency Management and assistance from Rockingham Planning Commission in the preparation of the Portsmouth Hazard Mitigation Plan Update 2024; and

WHEREAS, several public planning meetings were held between April 2024 and August 2024 regarding the development and review of the Portsmouth Hazard Mitigation Plan Update 2024; and

WHEREAS, the Portsmouth Hazard Mitigation Plan Update 2024 contains several potential future projects to mitigate hazard damage in the City of Portsmouth; and

WHEREAS, a duly noticed public hearing was held by the Portsmouth City Council on \_\_\_\_\_ to formally approve and adopt the Portsmouth Hazard Mitigation Plan Update 2024.

NOW, THEREFORE BE IT RESOLVED that the Portsmouth City Council:

- The Plan is hereby adopted as the official plan of the City of Portsmouth;
- The respective individuals identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
- Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as part of this resolution for a period of five (5) years from the date of this resolution;
- An annual report of the progress of the implementation elements of the Plan shall be presented to the City Council by the City Manager/Emergency Management Director or the Emergency Management Coordinator.

NOW, THEREFORE BE IT RESOLVED that the City Council adopts the Portsmouth Hazard Mitigation Plan Update 2024.

IN WITNESS THEREOF, the undersigned has affixed his/her signature and the corporate seal of the City of Portsmouth on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Public Notary

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M – Wind Chill Chart  
N – Definition of Infectious Disease  
O – Documentation of Planning Process  
P – FEMA Approval Letter

## ACKNOWLEDGEMENTS

The City of Portsmouth extends special thanks to those that assisted in the development of the Hazard Mitigation Plan Update 2024 by serving as members of Natural Hazards Mitigation Committee:

Karen Conard, City Manager/Emergency Management Director, City of Portsmouth, NH  
William McQuillen, Fire Chief/Emergency Management Coordinator, City of Portsmouth, NH  
Jason Gionet, Assistant Fire Chief, City of Portsmouth, NH  
Mark Newport, Police Chief, City of Portsmouth, NH  
Mike Maloney, Deputy Police Chief, City of Portsmouth, NH  
Peter Britz, Planning Director, City of Portsmouth, NH  
Kate Homet, Associate Environmental Planner, City of Portsmouth, NH  
Peter Rice, Public Works Director, City of Portsmouth, NH  
Brian Goetz, Deputy Public Works Director, City of Portsmouth, NH  
Eric Eby, City Engineer, City of Portsmouth, NH  
Erich Fiedler, Engineering Supervisor, City of Portsmouth, NH  
Sean Clancy, Assistant City Manager for Economic and Community Development, City of Portsmouth, NH  
Kim McNamara, Health Officer, City of Portsmouth, NH  
Ellen Tully, Welfare Director, City of Portsmouth, NH  
Joanna Diemer, Administrative Assistant, City of Portsmouth, NH  
Monte Bohanan, Director of Communications, City of Portsmouth, NH

Appendix O lists additional people that participated in the Plan Update 2024 process.

The City of Portsmouth offers thanks to the NH Homeland Security and Emergency Management and FEMA for providing funding and technical assistance with the development of this Plan Update.

In addition, special thanks are extended to the staff of the Rockingham Planning Commission for professional services, process facilitation, and preparation of this document.

## EXECUTIVE SUMMARY

The Portsmouth Hazard Mitigation Plan Update 2024 (herein after, the Plan), was compiled to assist the City of Portsmouth in reducing and mitigating future losses from natural hazard events. The Plan was developed by the City of Portsmouth Hazard Mitigation Committee, representatives of the business community, academia, and organizations assisting vulnerable populations, and the Rockingham Planning Commission. The Plan Update identifies specific natural hazards impacting Portsmouth and outlines existing and future natural hazard mitigation efforts.

The following natural hazards are addressed:

- Flooding
- Hurricane and High Wind Events
- Severe Winter Weather
- Wildfire and Conflagration
- Earthquakes
- Coastal Storms
- Extreme Temperatures
- Drought
- Climate Change
- Infectious Disease

The list of critical facilities includes:

- Municipal facilities;
- Communication facilities;
- Fire stations and law enforcement facilities;
- Schools;
- Shelters;
- Evacuation routes; and
- Vulnerable Populations

The Portsmouth Hazard Mitigation Plan Update 2024 is considered a work in progress and should be revisited after every natural hazard event to assess whether the existing and suggested mitigation strategies are successful. Copies are available in the City Manager's Office and the office of the Emergency Management Coordinator, and a copy will remain on file at the Rockingham Planning Commission. A copy of this plan is also on file at the New Hampshire Homeland Security and Emergency Management (NHHSEM) and the Federal Emergency Management Agency (FEMA). This plan was approved by both agencies prior to its adoption at the local level.

## CHAPTER I - INTRODUCTION

### **Background**

The New Hampshire Homeland Security and Emergency Management (NHHSEM) has a goal for all communities within the State to establish local hazard mitigation plans to reduce and mitigate future losses from natural hazard events. The NHHSEM outlines a process whereby communities throughout the State may be eligible for grants and other assistance upon completion of a local hazard mitigation plan. A handbook entitled *Hazard Mitigation Planning for New Hampshire Communities* was created by NHHSEM to assist communities in developing local plans. The State's Regional Planning Commissions are charged with providing assistance to selected communities to develop local plans.

The Portsmouth Hazard Mitigation Plan Update 2024 was prepared by participants from the City of Portsmouth Hazard Mitigation Committee with the assistance and professional services of the Rockingham Planning Commission (RPC). The City's Hazard Mitigation Committee included representatives from all City departments, academia, local businesses, and organizations assisting socially vulnerable and underserved members of the community. The Plan serves as a strategic planning tool for use by the City of Portsmouth in its efforts to identify and mitigate the future impacts of natural hazard events. Upon adoption of this Plan by the Portsmouth City Council, it will become an appendix to the Portsmouth Emergency Operations Plan.

### **Methodology**

The Rockingham Planning Commission (RPC) organized the first Plan Update meeting with the City Manager/EMD, Emergency Management Coordinator, and department heads from the City of Portsmouth on April 18, 2024, and June 26, 2024. Updating the Plan was on a very accelerated timetable, resulting in a draft Plan going to the City Council on July 15, 2024, within three months of funds being awarded to the City. The Emergency Management Coordinator and RPC solicited information for the Plan Update from local officials, academia, organizations assisting vulnerable populations, and residents throughout the Plan development process. Notice of the Plan Update process was posted on the City's website. RPC staff kept communities in the region informed of the Plan Update process and requested feedback at monthly Commissioner meetings which involve members of Planning Boards, Boards of Selectmen, and Conservation Commissions in surrounding towns. In addition, RPC staff working in the abutting towns of New Castle, Greenland, Newington and Rye shared information on the Plan Update and provided opportunities to comment on regional mitigation strategies.

The City's Hazard Mitigation Plan Update 2017 served as a starting point for discussions on hazards impacting the city, as well as discussions on mitigation strategies. The 2017 Plan has served as a reference for local land use regulations and policies, development of the City's Capital Improvement Plan and department budgets and has been referenced in several reports and policies including extended flood hazard areas and climate resiliency initiatives. The city continues to actively work on hazard mitigation and several new initiatives have been completed or are underway since the 2017 Plan Update and this work has been documented in this Plan Update.



### **Step 1 – Form Committee**

A Committee comprised of the City Manager/EMD, Fire Chief/Emergency Management Coordinator, Assistant Fire Chief, Director of Communications, Police Chief, Deputy Police Chief, Planning Director, Associate Planner, Public Works Director, Public Works Deputy Director, Public Works Engineering Supervisor, City Engineer, Economic Development Manager, Health Officer, and Welfare Director was established to work with staff from the Rockingham Planning Commission to update the Plan. RPC staff informed local officials of surrounding communities of the plan update at monthly meetings of RPC Commissioner. Assistance with Plan development was provided by staff from NH Homeland Security and Emergency Management and FEMA.

### **Step 2 – Public Outreach and Stakeholder Involvement**

RPC staff worked with the Emergency Management Coordinator on meaningful community engagement and public outreach about the Plan Update process to residents, local businesses, academia, organizations supporting socially vulnerable populations, and Emergency Management Directors in the abutting municipalities of Newington, NH, New Castle, NH, Greenland, NH, and Rye, NH. All these stakeholders were provided with an opportunity to comment on the draft Plan and contribute updated information.

Public notices about the Plan Update meetings were posted on the city website and social media to inform viewers and followers about the plan update process and to solicit review and comment on the Plan. Notice about the Plan Update process was also posted on the Rockingham Planning Commission's website and published in the RPC's monthly newsletter. The newsletter is distributed to local officials in the 27-town RPC region. RPC and the Emergency Management Coordinator worked with the City's Economic Development Director to directly seek input from the business community and with the director of the Housing Authority to ensure the needs of Housing Authority residents were represented. Representatives from the school district were also invited to participate in the Plan Update process.

RPC staff facilitated the Plan Update Committee meetings, guided the plan update process, and prepared the Plan Update in close consultation with the Plan Update Committee. Appendix O documents the individuals and organizations involved in the Plan Update as well as the public outreach materials distributed by the City of Portsmouth and the Rockingham Planning Commission.

### **Step 3 – Identify Natural Hazards Impacting Portsmouth**

The Committee reviewed the list of natural hazards impacting Portsmouth that were included in the 2017 Plan and added Infectious Disease to the list of hazards impacting the community.

### **Step 4 – Identify Critical Facilities and Areas of Concern**

The Committee identified facilities and areas considered to be important to the City for emergency management purposes, for provision of utilities and community services, evacuation routes, and for recreational, historical, cultural, and social value. Participants in the Committee identified areas where damage from past natural disasters have occurred and areas where critical man-made facilities and other features may be at risk

in the future for loss of life, property damage, environmental pollution, and other risk factors. RPC generated a set of base maps with GIS (Geographic Information Systems) that were used in the process of identifying past and future hazards.

**Step 5 – Identify Existing Mitigation Strategies**

After identifying critical facilities in Portsmouth, the Committee and RPC staff reviewed the City’s existing mitigation strategies relative to flooding, hurricane and wind events, severe winter weather, wildfire, earthquake, drought, extreme temperatures, climate change, and infectious disease. This process involved reviewing the City’s Hazard Mitigation Plan Update 2017 and resources listed under Step 7.

**Step 6 – Identify the Gaps in Existing Mitigation Strategies**

The existing strategies were then reviewed by the RPC and the Committee for coverage and effectiveness, degree of completion and the need for improvement.

**Step 7 – Identify Potential Mitigation Strategies**

A list was developed of additional hazard mitigation actions and strategies for the City of Portsmouth. Natural Hazard Mitigation Plans for other communities in the region were utilized to identify new mitigation strategies as well as the following relevant resources:

- 2013 FEMA Mitigation Ideas – A Resource for Reducing Risk to Natural Hazards
- 2013 City of Portsmouth Coastal Resilience Initiative report
- 2015 City of Portsmouth Climate Change Vulnerability Assessment
- 2015 City of Portsmouth Climate Resilience Evaluation and Awareness Exercise Tool and Report
- 2016 New Hampshire Coastal Risks and Hazards Commission Report
- 2017 City of Portsmouth Hazard Mitigation Plan Update
- 2017 Prescott Park Master Plan
- 2018 Climate Adaptation and Resilience Checklist and Guidance
- 2018 City of Portsmouth Historic Resources Climate Change Vulnerability Assessment and Adaptation Plan
- 2019 New Hampshire Coastal Flood Risk Summary
- 2020 City of Portsmouth Open Space Plan
- 2022 Seacoast Transportation Corridors Vulnerability Assessment
- 2023 State of New Hampshire Hazard Mitigation Plan Update
- 2023-2028 City of Portsmouth Capital Improvements Plan
- 2024 City of Portsmouth Zoning Ordinance
- 2024 City of Portsmouth Emergency Operations Plan
- 2024 State of New Hampshire Priority Climate Action Plan
- 2025 City of Portsmouth Master Plan
- NH Coastal Adaptation Workgroup reports
- Portsmouth Smart Growth reports
- Portsmouth’s Climate Future reports

### **Step 8 – Develop the Action Plan**

The proposed hazard mitigation actions and strategies were reviewed, and each strategy was rated (good, average, or poor) for its effectiveness according to several factors (e.g., technical, and administrative applicability, political and social acceptability, legal authority, environmental impact, financial feasibility). Each factor was then scored, and all scores were totaled for each strategy. Strategies were ranked by overall score for preliminary prioritization then reviewed again under Step 9.

### **Step 9 – Determine Priorities**

The preliminary prioritization list was reviewed to make changes and determine a final prioritization for new hazard mitigation actions and improvements to existing protection strategies. RPC staff also presented recommendations sourced from the resources listed in Step 7 for review and prioritization by the Plan Update Committee.

### **Step 10 – Develop Implementation Strategy**

Using the chart provided under Step 9 in the handbook, an implementation strategy was created which included person(s) responsible for implementation (who), a timeline for completion (when), and a funding source and/or technical assistance source (how) for each identified hazard mitigation actions. Whenever the Master Plan or Capital Improvement Plan (CIP) are updated the Portsmouth Hazard Mitigation Plan Update 2024 shall be consulted to determine if strategies or actions suggested in the Plan can be incorporated into the City’s future land use recommendations and capital expenditures.

### **Step 11 - Adopt and Monitor the Plan**

RPC staff compiled the results of Steps 1 to 10 into a draft document for review by the Committee. The draft Plan Update 2024 was posted on the City of Portsmouth website and social media for review and comment. Stakeholders listed in Appendix O were emailed the draft Plan and invited to comment on the draft Plan and to meet with RPC staff and the Emergency Management Coordinator. Stakeholders included Emergency Management Directors in neighboring communities, academia, local businesses, and agencies serving socially vulnerable and underrepresented communities. A duly noticed public meeting was held by the Portsmouth City Council on July 15, 2024. The meeting allowed anyone to provide comments and suggestions for the draft Plan Update in person, prior to the document being finalized. After the meeting the City Council instituted a two-week comment period, ending on July 30, 2024. The draft Plan was revised to incorporate comments received and submitted to the NHHSEM and FEMA Region I for their review and comments. Any changes required by NHHSEM and FEMA were made, and a revised draft document was then submitted to the Committee for review. A public meeting was then held by the City Council on \_\_\_\_\_ to approve and adopt the Plan. (Info re: comments from public). The formal letter of approval from FEMA Region 1 can be found in the Appendix. The city will post the approved Plan Update on the Town website to facilitate continued public participation in hazard mitigation initiatives.

To track progress and update the Mitigation Strategies identified in the Action Plan, the City’s Hazard Mitigation Committee will remain active and will revisit the Plan annually and after each natural hazard event. These reviews will assess the Plan’s effectiveness,

accuracy, and completeness in achieving its stated purpose and goals. The Emergency Management Director and Emergency Management Coordinator will coordinate Plan reviews, which will include robust public outreach and address the recommended improvements to the Plan as contained in the FEMA plan review checklist, as well as any weaknesses the city has identified that the Plan did not adequately address. The Plan will also be thoroughly updated every five years.

## HAZARD MITIGATION GOALS AND OBJECTIVES

The City of Portsmouth sets forth the following hazard mitigation goals and objectives:

- Reduce or avoid long-term vulnerabilities posed by natural hazards impacting Portsmouth, including the impacts from flooding, hurricanes and high wind events, severe winter weather, wildfire and conflagration, earthquakes, coastal storms, extreme temperatures, drought, climate change, including sea-level rise and increased precipitation events, and infectious disease.
- Improve upon the protection of the City of Portsmouth's general population, the citizens of the State and guests, from all natural and man-made hazards.
- Reduce the potential impact of natural and man-made disasters on Portsmouth and the State's Critical Support Services.
- Reduce the potential impact of natural and man-made disasters on Portsmouth's Critical Facilities in the State.
- Reduce the potential impact of natural and man-made disaster on Portsmouth's and the State's infrastructure.
- Improve Portsmouth's Emergency Preparedness.
- Improve Portsmouth's Disaster Response and Recovery Capability.
- Reduce the potential impact of natural and man-made disasters on private property in Portsmouth.
- Reduce the potential impact of natural and man-made disasters on Portsmouth's and the State's economy.
- Reduce the potential impact of natural and man-made disasters on Portsmouth's and the State's natural environment.
- Reduce Portsmouth's and the State's liability with respect to natural and man-made hazards generally.
- Reduce the potential impact of natural and man-made disasters on Portsmouth's and the State's specific historic treasures and interests as well as other tangible and intangible characteristics that add to the quality of life to the citizens and guests of the State and the City.
- Identify, introduce and implement cost effective Hazard Mitigation measures so as to accomplish Portsmouth's and the States' goals and objectives in order to raise the awareness and acceptance of hazard mitigation planning.

Through the adoption of this Plan the City of Portsmouth concurs and adopts these goals and objectives.

## CHAPTER II – COMMUNITY PROFILE

The City of Portsmouth is in the Seacoast region of southeastern New Hampshire. The 2022 U.S. Census estimated the population to be 22,713, with that number increasing significantly during peak periods of tourism. The median age was 42 years, and the median household income was \$91,915, higher than the statewide median household income of \$88,235. The population density was 1,448 people per square mile of land.

Portsmouth encompasses 15.7 square miles of land area and 1.1 square miles of inland water area. Portsmouth is part of the Seaboard Lowlands of New England with a landscape that is generally flat. The elevation of this region is typically less than 200 feet above sea level. As seen in Figure 1, Portsmouth is bordered by the New Hampshire communities of New Castle, Rye, Greenland and Newington. The northern border of Portsmouth follows the tidal Piscataqua River as it enters Portsmouth Harbor and the Atlantic Ocean. The towns of Kittery and Eliot, Maine are on the opposite bank. Wetlands cover 33% of Portsmouth, including the major wetland areas of Great Bog, Berry Brook, Sagamore Creek and Packer Bog.

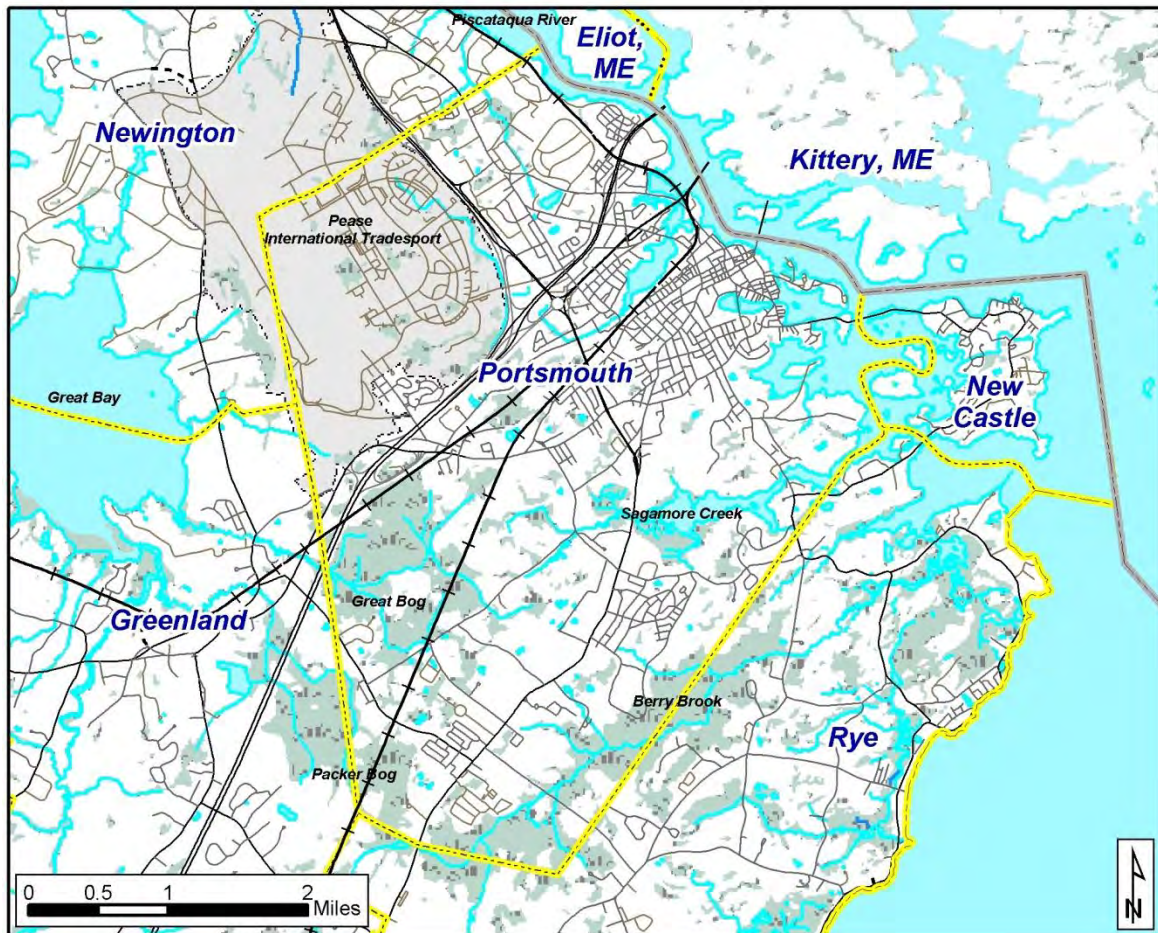


Figure 1: Location Map of Portsmouth, New Hampshire



Portsmouth's urban center is in the northern half of the city, while the southern half of the city is home to most of the wetlands. The city is served by major transportation routes, including Interstate 95, the Spaulding Turnpike, and Route 1.

### **Current and Future Development Trends**

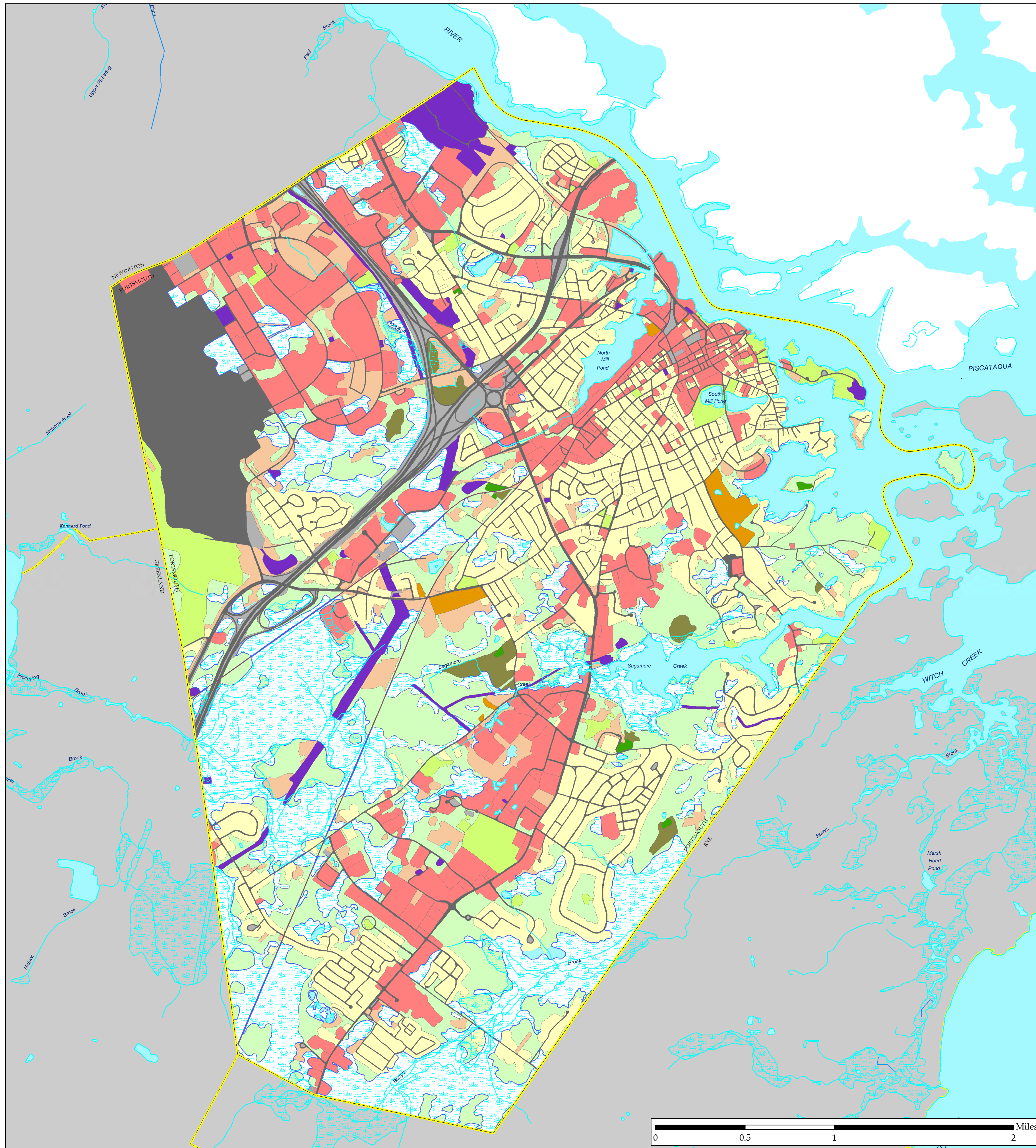
Current and future development is predicated on the City's Zoning Ordinance. The City is divided into ten different zoning district types encompassing residential, mixed residential business and industrial, Pease/airport, municipal, conservation, and transportation corridors, which includes overlay districts guiding development in the downtown in the floodplain, historic district, and others.

Portsmouth contains a mix of residential, commercial and industrial land uses. A great deal of the remaining undeveloped publicly owned land and private land cannot be developed due to wetland restrictions. Future growth in Portsmouth will therefore come from redevelopment of existing commercial and industrial areas on the southern and western edges of downtown that public or private developers can repurpose and rebuild with more density. The increase in building density in these areas will result in additional impervious surfaces, requiring expanded stormwater management and the inclusion of low impact development strategies, such as rain gardens and pervious pavement. Additionally, much of the historic downtown core and surrounding districts more closely control the forms and uses of new buildings, which regulates allowed development and works to introduce more community space throughout the downtown. Residentially zoned areas of the city comprise 34% of the city, but residents are traditionally resistant to increasing density, adding further challenges to the repurposing of commercial and industrial lands. Changes to the zoning ordinance and other land use regulations have increased flexibility in corridor areas, with a specific goal of enhancing visual character and environmental quality. A recent effort by the City to rezone areas zoned for office to the mixed-use Gateway District is seeking to encourage affordable housing and mixed-use development.

The City has adopted and enforces land use regulations designed to mitigate hazards, including extended flood hazards areas, shoreland buffer protection, wetlands protection, and stormwater management. All these regulations are increasing the resiliency to climate change in the City's vulnerable downtown and historic shorefront neighborhoods which are threatened by sea-level rise, coastal storm surge, and compound flooding from extreme precipitation events. Portsmouth is a leader in climate change adaptation and resiliency planning in the region, assessing risks to infrastructure, historic resources, and residential neighborhoods. In fact, the areas at greatest risk for impacts from coastal flooding, sea level rise, and groundwater intrusion include the City's Historic District. The City has identified strategies to help make residents and businesses in the historic downtown more resilient to these impacts, including basement floodproofing, structural elevation, and the construction of flood walls. Despite these efforts the City's vulnerability to natural hazards may increase due to climate change and an increasing number of hazard events. Natural hazards identified in this plan update, as well as mitigation strategies discussed in the plan, will be considered during local review of development proposals, development and update of land use regulations, infrastructure planning, the Master Plan and CIP, and the Emergency Operations Plan.



# Map 1: 2015 Land Use, Portsmouth, New Hampshire



## Land Use 2015

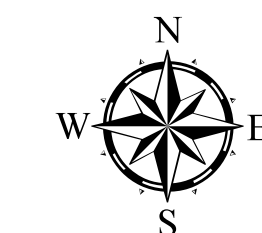
- Active Agricultural
- Aux Transportation
- Farmsteads
- Forested
- Industrial/Commercial
- Mixed Urban
- Open Wetlands
- Other/Idle
- Playing fields / Recreation
- Railroad
- Residential
- Transportation
- Utilities
- Water

## BASE FEATURES

- Interstate
- US Route
- State Route
- Local
- Interstate Ramp
- Major Road Ramp
- Political Boundaries
- Stream or Shoreline
- Apparent Wetland Limit
- Intermittent Stream
- Other Surface Water Feature
- Wetlands (USGS)
- Surface Water Bodies
- Parcels

The land use delineations were determined from aerial photos. The process has been completed for various years and was last updated based on 2015 air photos. The work was a combined effort of the Rockingham Planning Commission, NH GRANIT at UNH.

Base data (town boundaries, hydrography, roads, railroads and utility lines) are taken from the USGS Digital Line Graph data, 1:24,000, as archived in the GRANIT database at Complex Systems Research Center, Institute for the study of Earth, Oceans and Space, University of New Hampshire, Durham, NH; 1992-1999. Roads have been updated from work done by Rockingham Planning Commission and NH Department of Transportation. Partial updates have been completed through 2023.





## CHAPTER III – NATURAL HAZARDS IN THE CITY OF PORTSMOUTH

### **Introduction**

The first step in planning for natural hazard mitigation is to identify hazards that may affect the city. Some communities are more susceptible to certain hazards (i.e., flooding near rivers, hurricanes on the seacoast, etc.). The City of Portsmouth is prone to several types of natural hazards. These hazards include flooding, hurricanes or other high-wind events, severe winter weather, wildfires and conflagration, earthquakes, coastal storms, extreme temperatures, drought, and sea-level rise and increased precipitation events arising from climate change, and infectious disease. Other natural hazards can and do affect the City of Portsmouth, but these were the hazards prioritized by the Committee for mitigation planning. These hazards were considered to occur with regularity and/or to have high damage potential.

Natural hazards that are included in the State’s Hazard Mitigation Plan 2023 Update that are not included in this Plan include: landslide, subsidence, radon, avalanche, solar storm, and space weather. Subsidence and avalanche are rated by the State as having Low and No risk in Rockingham County, respectively; due to this they were left out of the plan. Portsmouth has no record of landslides and little chance of one occurring that could possibly damage property or cause injury, so landslides were not included in this Plan. The State’s Plan indicates that Rockingham County is at Moderate risk to radon and this hazard was not included in this Plan. When compared to natural hazards that could be potentially devastating to the City, such as hurricanes or natural hazards that occur with regularity, such as flooding or winter storms, it was not considered an effective use of the Committee’s time to include radon on the Plan at this time. Solar storms and space weather are rated as a low risk for all of New Hampshire. There are no significant past occurrences of impact from space weather or solar storms in the state per the State Plan Update 2023, so the Committee did not include these hazards in the Plan Update.

The hazard profiles below include a description of the natural hazard, the geographic location of each natural hazard (if applicable), the extent of the natural hazard (e.g. magnitude or severity), probability, past occurrences, and community vulnerability. Past occurrences of natural hazards were mapped on Map 2: Past and Future Hazards. Community vulnerability identifies the specific areas, general type of structures, specific structures, or general vulnerability of Portsmouth to each natural hazard. Probability was defined as high, a roughly 66-100% chance of reoccurrence annually; medium, roughly a 33-66% chance of reoccurrence annually; and low, roughly a 0-33% chance of reoccurrence annually.

### **Flooding**

**Description** - Floods are defined as a temporary overflow of water onto lands that are not normally covered by water. Flooding results from the overflow of major rivers and tributaries, storm surges, and inadequate stormwater management. Floods can cause loss of life, property damage, crop damage, and water supply contamination. Floods can also disrupt travel routes on roads and bridges.

Inland floods are most likely to occur in the spring due to the increase in rainfall and melting of snow; however, floods can occur at any time of the year. A sudden thaw in the winter or a major

downpour in any season can cause flooding because there is suddenly a lot of water in one place with nowhere to go.

- **100-year Floodplain Events** - Floodplains are usually located in lowlands near rivers, and flood on a regular basis. The term 100-year flood does not mean that flood will occur once every 100 years. It is a statement of probability that scientists and engineers use to describe how one flood compares to others that are likely to occur. It is more accurate to use the phrase “1% annual chance flood”. What this means is that there is a 1% chance of a flood of that size happening in any year.
- **Erosion and Mudslides** - Erosion is the process of wind and water wearing away soil. Typically, in New Hampshire, the land along rivers is relatively heavily developed. Mudslides may be formed when a layer of soil atop a slope becomes saturated by significant precipitation and slides along a more cohesive layer of soil or rock. Erosion and mudslides become significant threats to development during floods. Floods speed up the process of erosion and increase the risk of mudslides.
- **Rapid Snowpack Melt** - Warm temperatures and heavy rains cause rapid snowmelt. Quickly melting snow coupled with moderate to heavy rains are prime conditions for flooding.
- **River Ice Jams** - Rising waters in early spring may break ice into chunks, which float downstream and often pile up, causing flooding. Small rivers and streams pose special flooding risks because they are easily blocked by jams. Ice in riverbeds and against structures presents significant flooding threats to bridges, roads, and the surrounding lands.
- **Dam Breach and Failure** - Dam failure results in rapid loss of water that is normally held by the dam. These kinds of floods can be extremely dangerous and pose a significant threat to both life and property.
- **Severe Storms** - Flooding associated with severe storms can inflict heavy damage to property. Heavy rains during severe storms are a common cause of inland flooding.
- **Sea Level Rise, Coastal Flooding, Storm Surge, and Compound Flooding** – Portsmouth’s tidal coastline along the Piscataqua River means homes and businesses, roadways and infrastructure, and critical natural habitats such as salt marsh and mud flats are at risk due to coastal flooding caused by storm surges and rising sea level. A storm surge, especially when coupled with astronomical high tides and sea level rise, presents a threat to all land areas adjacent to the marine environment. Compound flooding can occur when storm surge and heavy precipitation happen concurrently. High tide or surge water levels can impede stormwater draining, causing flooding inland. The risks of flood impacts from compound flooding in low-lying coastal areas is often much greater than from either coastal flooding or inland flooding in isolation. The city has completed several climate adaptation and resiliency initiatives to identify areas most at risk of flooding.

Research shows the climate of New Hampshire, and the Seacoast region has changed over the past century and predicts the future climate of the region will be affected by human activities that are warming the planet. Overall, New England has been getting warmer and wetter over the last century, and the rate of change has increased over the last four decades. The challenges posed by climate change, such as more intense storms, frequent heavy precipitation, heat waves, drought, extreme flooding, and higher sea levels could significantly alter the types and magnitudes of hazards faced by Portsmouth.

**Location** - Portsmouth is vulnerable to flooding in several locations. Generally, the city is at risk within the Flood Zones identified by FEMA on Flood Insurance Rate Maps (FIRM) as well as the extended flood hazard areas defined by the City's Zoning Ordinance. Portsmouth has three flood zones: A, AE, and O. There are also several areas susceptible to flooding that are not within these flood zones.

In addition, there are several studies completed by the city, Rockingham Planning Commission, and the State of New Hampshire that have identified areas in Portsmouth that are experiencing repeated flooding or are predicted to experience repeated flooding. These studies include the 2025 Master Plan, 2024 Emergency Operations Plan, 2023 Seacoast Transportation Corridors Vulnerability Assessment, 2018 Historic Resources Climate Change Vulnerability Assessment and Adaptation Plan, 2017 Prescott Park Master Plan, 2015 Climate Change Vulnerability Assessment, and 2015 Climate Resilience Evaluation and Awareness Exercise Tool and Report. Map 2: Past and Future Hazards highlights areas prone to flooding and other natural hazards.

The Committee identified the following areas of Portsmouth at risk of recurring flooding or the high potential for future flooding:

- North Mill Pond
- South Mill Pond
- South End
- Peirce Island
- Little Harbour
- Sagamore Creek

These areas contain significant historical, cultural, and economic development resources, including Strawberry Banke and the Historic District, and the downtown business district, which is central to the Port of New Hampshire and the region's tourism, recreation, and fisheries economy.

**Extent** – Portsmouth's coast is vulnerable to flooding from major coastal storms year-round. Tropical storms and hurricanes are a threat from late summer through fall. Extra-tropical storms, such as Nor'Easters, can occur in any month. These storms bring strong onshore winds, causing significant changes in the water level along the coast in addition to tides. Storm surge can result in significant flooding and damage to the natural and built environment and is exacerbated by rising-sea levels. The extent of flooding in Portsmouth can range from minimal to severe. Minimal flooding can result in high water alongside roads and in yards; severe flooding can result in washed out roads and homes and businesses isolated by high and fast-moving water. The extent of the flood zones can be seen in Map 2: Past and Future Hazards. The NH Dam Bureau reports there are three active dams in Portsmouth, listed below. Two of the dams are categorized as Non-Menace and one is categorized as Low Hazard.

**Dams** – The State of New Hampshire places every dam into one of four classifications, which are differentiated by the degree of potential damage that a failure of the dam is expected to cause. The classifications are as follows:

- Non-Menace structure – not a menace because it is in a location and of a size that failure or mis-operation of the dam would not result in probable loss of life or loss to property, less than six feet in height if it has a storage capacity greater than 50-acre feet, or less than 25 feet in height if it has a storage capacity of 15 to 50 acre-feet.
- Low Hazard structure – has a low hazard potential because it is in a location and of a size that failure or mis-operation of the dam would result in no possible loss of life, low economic loss to structures or property, structural damage to local or private roads that could render roads impassable, the release of liquid industrial, agricultural or commercial wastes, septage or contaminated sediment if the storage capacity is less than two-acre feet and is located more than 250 feet from a water body, reversible environmental losses to environmentally sensitive areas.
- Significant Hazard structure – has a significant hazard potential because it is in a location and of a size that failure or mis-operation of the dam would result in no probable loss of lives, major economic loss to structures or property, structural damage to a Class I or II road that could render the road impassable, major environmental or public health losses.
- High Hazard structure – has a high hazard potential because it is in a location and of a size that failure or mis-operation of the dam would result in probable loss of human life, structural damage to an interstate highway which could rend the road impassable, the release of a quantity and concentration of hazardous waste, and any other circumstance that would more likely cause one or more deaths.

**Table 1 - Active Dams in Portsmouth**  
Source: NH Dam Bureau, June 2024

Dam Name	Dam Owner	Hazard Classification	River/Source	Height/ Impoundment Area
South Mill Pond Dam	City of Portsmouth	Low	Atlantic Ocean	13.5 feet/9 acres
Sagamore Creek Dam	Iafolla Co.	Non-Menace	Sagamore Creek	8 feet/1 acre
Homewoods by Hilton Detention Pond Dam	Doaks LLC	Non-Menace	Runoff	13 feet/0.17 acre

**Probability** - The probability of flooding roadways and properties from heavy rain, storm surge, rapid snow melting, and compound flooding is high, especially in the areas listed above. The NH Dam Bureau classifies one dam owned by the City as Low Hazard and two privately owned dams



as Non-Menace, as described in Table 2. The City works with dam owners and abutters to monitor dam integrity and manage water levels. The City also regularly assesses culverts to ensure integrity and the ability to pass stormwater. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** – Flooding is the most common hazard impacting Portsmouth. The City’s location along the tidal Piscataqua River increases the risks posed by climate change, including sea-level rise, coastal storm surge, compound flooding, and extreme precipitation events. Portsmouth and surrounding coastal communities experience frequent inundation of roads and properties from storm events and high astronomical tides. Several flood events have occurred since the 2017 Plan Update, including January 13, 2024, when the combination of a high tide at 9.6 feet, a storm surge of two feet, one inch of rain combined with snow melt, and 30 mph winds resulted in widespread flooding across roadways and properties in downtown and low-lying neighborhoods. Strawberry Banke Museum experienced unprecedented flooding, damaging historic buildings. Extensive coastal flooding impacted Portsmouth on December 23, 2022, when a winter storm combined with peak high tide to create a nearly three-foot storm surge. The Seavey Island tide gauge along the Maine/New Hampshire border registered the peak tide at 12.5 feet, a full foot above flood stage. Storms in July 2023 and March 2018 also resulted in extensive flooding. Several locations were identified by the Committee as areas of chronic reoccurring flooding or high potential for future flooding, as listed above and identified on Map 2 and listed above. The City has not experienced a dam failure and maintains a pro-active dam management program.

**Community Vulnerability** – The Committee identified several areas in Portsmouth as being vulnerable to flooding caused by heavy rains, coastal high tides, storm surge, compound flooding, snow melt, ice jams, and rising sea-level. These areas are listed above and depicted on Map 2. Closure of these roads due to high water and/or unsafe driving conditions can prevent travel to homes, schools, and businesses, and restrict emergency response vehicles. High water levels and swiftly moving water can also cause culvert failure and erosion, undermining road safety.

**National Flood Insurance Program (NFIP)** - In 1968, Congress created the National Flood Insurance Program (NFIP) in response to the rising cost of taxpayer funded disaster relief for flood victims and the increasing amount of damage caused by floods. The Federal Insurance and Mitigation Administration (FIMA), a component of the Federal Emergency Management Agency (FEMA) manages the NFIP and oversees the floodplain management and mapping components of the program.

Communities participate in the NFIP by adopting and enforcing floodplain management ordinances to reduce flood damage. In exchange, the NFIP makes federally subsidized flood insurance available to homeowners, renters, and business owners in these communities. Flood insurance, Federal Grants and loans, Federal disaster assistance and federal mortgage insurance is unavailable for the acquisition or construction of structures located in the floodplain shown on the NFIP maps for those communities that do not participate in the program.

To get secure financing to buy, build or improve structures in the Special Flood Hazard areas, it is legally required by federal law to purchase flood insurance. Lending institutions that are federally regulated or federally insured must determine if the structure is in the SFHA and must provide

written notice requiring flood insurance. Flood insurance is available to any property owner located in a community participating in NFIP.

**Table 2: Portsmouth NFIP Policy and Loss Statistics**  
Source: NH Office of Planning and Development, June 2024

Policies in force	Insurance in Force	Number of Paid Losses (since 1978)	Total Losses Paid (since 1978)
<p style="text-align: center;">132</p> <p>82 Pre-FIRM policies  <u>50 Post-FIRM policies</u>                      71 single-family residential                      15 multi-family residential                      28 other residential                      18 non-residential</p>	\$41,636,000	40	\$506,074

Portsmouth joined the Regular Program of the NFIP on May 17, 1982. Initial FIRMs were dated May 17, 1982, and current FIRM and FIS are dated January 29, 2021. The most recent community assistance visit was August 17, 2016.

Portsmouth has adopted and implemented substantial improvements to the City’s floodplain management regulations. The Floodplain Overlay District encompasses Special Flood Hazard Areas and Extended Flood Hazards Areas. The City’s Planning and Sustainability Department, Zoning and Code Enforcement Department, Emergency Management, Planning Board, and City Council guide development and ensure compliance and enforcement of NFIP standards. Code Enforcement oversees floodplain administration and is responsible for determining substantial improvement and damage. These determinations are made for all development in the Floodplain Overlay District that proposes to improve an existing structure, including alterations, movement, enlargement, replacement, repair, additions, rehabilitations, renovations, repairs of damage from any origin, and other improvements of or work on such structure including within its existing footprint.

The City has created a robust outreach and awareness program to inform residents and property owners about NFIP, City floodplain management regulations, and flood mitigation initiatives. This information is available on the City’s website. In addition, outreach to residents and property owners in the floodplain is a cornerstone of the City’s many Climate and Resiliency projects, enabling the City to partner with property owners to define and prioritize the actions needed from City staff and leadership.

**Repetitive Loss Properties** - A specific target group of repetitive loss properties is identified and serviced separately from other NFIP policies by the Special Direct Facility (SDF). The target group includes every NFIP insured property that, since 1978 and regardless of any change(s) of ownership during that period, has experienced four or more paid losses, two paid flood losses within a 10-year period that equal or exceed the current value of the insured property, or three

or more paid losses that equal or exceed the current value of the insured property, regardless of any changes of ownership, since the buildings construction or back to 1978. Target group policies are afforded coverage, whether new or renewal, only through the SDF.

The FEMA Regional Office provides information about repetitive loss properties to State and local floodplain management officials. The FEMA Regional Office may also offer property owners building inspection and financial incentives for undertaking measures to mitigate future flood losses. These measures include elevating buildings from the flood area, and in some cases drainage improvement projects. If the property owners agree to mitigation measures, their property may be removed from the target list and would no longer be serviced by the SDF.

**Portsmouth NFIP Repetitive Flooding** - As of June 2024, Portsmouth has had five repetitive loss buildings with payments totaling \$88,096.05.

**Floodplain Management Goals for Reducing Flood Risks** - A major objective to floodplain management is to continue participation in the NFIP. Communities that agree to manage Special Flood hazard Areas shown on NFIP maps participate in the NFIP by adopting minimum standards. The minimum requirements are the adoption of the floodplain Ordinances and Subdivision/Site Plan Review requirements for land designated as Special Flood hazard Areas. Under Federal Law, any structure located in a floodplain is required to have flood insurance. Federally subsidized flood insurance is available to any property owner located in a community participating in the NFIP. Communities that fail to comply with the NFIP will be put on probation and/or suspended. Probation is a first warning where all policy holders receive a letter notifying them of a \$50 increase in their insurance. In the event of suspension, the policyholders lose their NFIP insurance and are left to purchase insurance in the private sector, which is of significantly higher cost. If a community is having difficulty complying with NFIP policies, FEMA is available to meet with staff and volunteers to work through the difficulties and clear up any confusion before placing the community on probation or suspension.

**Potential Administrative Techniques to Minimize Flood Losses in Portsmouth** - A potential step in mitigating flood damage is participating in NFIP. Portsmouth continues to consistently enforce NFIP compliant policies to continue its participation in this program and has effectively worked within the provisions of NFIP. Below is a list of actions Portsmouth should consider, or continue to perform, to comply with NFIP:

- Participate in NFIP training offered by the State and/or FEMA (or in other training) that addresses flood hazard planning and management.
- Establish Mutual Aid Agreements with neighboring communities to address administering the NFIP following a major storm event.
- Address NFIP monitoring and compliance activities.
- Revise/adopt subdivision regulations, erosion control regulations, board of health regulations to improve floodplain management in the community.
- Prepare, distribute, or make available NFIP insurance and building codes explanatory pamphlets or booklet.
- Identify and become knowledgeable of non-compliant structures in the community.

- Inspect foundations at time of completion before framing to determine if lowest floor is at or above Base Flood Elevation (BFE) if they are in the floodplain.
- Require the use of elevation certificates.
- Enhance local officials, builders, developers, local citizens, and other stakeholders' knowledge of how to read and interpret the FIRM.
- Work with elected officials, the state and FEMA to correct existing compliance issues and prevent any future NFIP compliance issues through continuous communications, training, and education.
- Prohibit septic systems in floodplains.

### **Hurricane-High Wind Events**

**Description** - Significantly high winds occur especially during hurricanes, tornadoes, winter storms and thunderstorms. Falling objects and downed power lines are dangerous risks associated with high winds. In addition, property damage and downed trees are common during high wind occurrences.

- **Hurricanes and Coastal Storms** - A hurricane is a tropical cyclone in which winds reach speeds of 74 miles per hour or more and blow in a large spiral around a relatively calm center. The eye of the storm is usually 20-30 miles wide and may extend over 400 miles. High winds are a primary cause of hurricane-inflicted loss of life and property damage. Hurricanes can also include coastal storm surges. The Saffir–Simpson hurricane wind scale (SSHWS), or the Saffir–Simpson hurricane scale (SSHS) for short, classifies hurricanes into five categories distinguished by the intensities of their sustained winds. To be classified as a hurricane, a tropical cyclone must have maximum sustained winds of at least 74 mph, Category 1. The highest classification in the scale, Category 5, is reserved for storms with winds exceeding 156 mph. The Saffir/Simpson Hurricane Scale is included in Appendix C. Portsmouth's proximity to the Atlantic Ocean makes the community vulnerable to coastal storms and the associated storm surge.
- **Tornadoes** - A tornado is a violent windstorm characterized by a twisting, funnel shaped cloud. They develop when cool air overrides a layer of warm air, causing the warm air to rise rapidly. The atmospheric conditions required for the formation of a tornado include great thermal instability, high humidity, and the convergence of warm, moist air at low levels with cooler, drier air aloft. Most tornadoes remain suspended in the atmosphere, but if they touch down, they become a force of destruction. Tornadoes produce the most violent winds on earth, at speeds of 280 mph or more. In addition, tornadoes can travel at a forward speed of up to 70 mph. Damage paths can be more than one mile wide and 50 miles long. Violent winds and debris slamming into buildings cause the most structural damage. The Enhanced Fujita Scale is the standard scale for rating the severity of a tornado as measured by the damage it causes. A tornado is usually accompanied by thunder, lightning, heavy rain, and a loud "freight train" noise. In comparison with a hurricane, a tornado covers a much smaller area but can be more violent and destructive.
- **Severe Thunderstorms** - All thunderstorms contain lightning. During a lightning discharge, the sudden heating of the air causes it to expand rapidly. After the discharge, the air contracts quickly as it cools back to ambient temperatures. This rapid expansion and

contraction of the air causes a shock wave that we hear as thunder, which can damage building walls and break glass.

- **Lightning** - Lightning is a giant spark of electricity that occurs within the atmosphere or between the atmosphere and the ground. As lightning passes through the air, it heats the air to a temperature of about 50,000 degrees Fahrenheit, considerably hotter than the surface of the sun. Lightning strikes can cause death, injury, and property damage.
- **Hail** - Hailstones are balls of ice that grow as they're held up by winds, known as updrafts, which blow upwards in thunderstorms. The updrafts carry droplets of supercooled water – water at a below freezing temperature – but not yet ice. The supercooled water droplets hit the balls of ice and freeze instantly, making the hailstones grow. The faster the updraft, the bigger the stones can grow. Most hailstones are smaller in diameter than a dime, but stones weighing more than a pound have been recorded. Details of how hailstones grow are complicated, but the results are irregular balls of ice that can be as large as baseballs, sometimes even bigger. While crops are the major victims, hail is also a hazard to vehicles and windows.

**Location** - Hurricane events are more potentially damaging with increasing proximity to the coast. Portsmouth's location adjacent to the Atlantic Coast makes hurricanes and high wind events severe threats. For this Plan, high-wind and lightning events were considered to have an equal chance of affecting any part of Portsmouth.

**Extent** – Hurricane strength is measured using the Saffir-Simpson scale, located in the appendix of this Plan. Portsmouth is located within Zone II hurricane-susceptible region (indicating a design wind speed of 160 mph). From 1950 to 2018 Rockingham County was subject to 9 tornado events, these included 2 type F0 (Tornado, 40-72 mph), 2 type F1 (Moderate Tornado, 73-112 mph), 4 type F2 (Significant Tornado, 113-157 mph) and 1 type F3 (Severe Tornado, 158-206 mph). Type 3 tornados can cause severe damage including tearing the roofs and walls from well-constructed homes, trees can be uprooted, trains over-turned, and cars lifted off the ground and thrown. Between 1900 and 2018 2 hurricanes have made landfall in New Hampshire, category 1 and category 2. Measurement scales for thunderstorms, lightning risk, and hail are in the appendix of this Plan.

**Probability** -High. The State of New Hampshire's Multi-Hazard Mitigation Plan Update 2023 rates Rockingham County with high likelihood of hurricane, tornado, and "Nor'-Easters" events. Also, it rates the risk of downbursts, lightning, and hail events as moderate. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** – Between 1635 and 2018 14 hurricanes have impacted the State of New Hampshire. The worst of these occurred on September 21, 1938, with wind speeds of up to 186 mph in MA and 138 mph elsewhere. Thirteen of 494 people killed by this storm were residents of New Hampshire. The Storm caused \$12,337,643 in damage (1938 dollars); timber not included. Hurricanes Sandy and Irene created areas of localized flooding in Portsmouth and power loss. High wind events in 2010, 2014, 2018, 2023, and 2024 resulted in extensive power outages, downed wires and trees in neighborhoods throughout the city. Lightning strikes from a fast-

moving thunderstorm on June 4, 2024, caused two separate house fires within minutes of each other.

**Community Vulnerability** – The Committee determined that high winds and heavy rain associated with hurricanes, as well as lightning and hail, can impact every neighborhood in Portsmouth before, during, and after the storm, resulting in downed trees, flooding of ponds, rivers, streams, roads and basements, and damage to home, businesses, and infrastructure. Infrastructure most at risk includes power lines, shoreline infrastructure, trees, shingled roofs, chimneys, shorefront neighborhoods, boats and docks, parks and harbors.

### **Severe Winter Weather**

**Description** – Severe winter weather in the form of heavy snowstorms, ice storms and Nor’easters are a threat to the community with subzero temperatures from extreme wind chill and storms causing low visibility for commuters. Heavy snow loads from storms are known to collapse buildings. Ice storms disrupt power and communication services. Extreme cold affects vulnerable populations, including the elderly and unhoused.

- **Heavy Snowstorms** - A winter storm can range from moderate snow to blizzard conditions. Blizzard conditions are considered blinding wind-driven snow over 35 mph that lasts at least three hours. A severe winter storm deposits four or more inches of snow during a 12-hour period or six inches of snow during a 24-hour period.
- **Ice Storms** - An ice storm involves rain, which freezes upon impact. Ice coating at least one-fourth inch in thickness is heavy enough to damage trees, overhead wires, and similar objects. Ice storms also often produce widespread power outages.
- **Nor’easter** - A Nor’easter is a large weather system traveling from South to North passing along or near the seacoast. As the storm approaches New England and its intensity becomes increasingly apparent, the resulting counterclockwise cyclonic winds impact the coast and inland areas from a Northeasterly direction. The sustained winds may meet or exceed hurricane force, with larger bursts, and may exceed hurricane events by many hours (or days) in terms of duration.

**Location** - Severe winter weather events have an equal chance of affecting any part of Portsmouth.

**Extent** - Large snow events in Southeastern New Hampshire can produce 30 inches of snow. Portions of central New Hampshire recorded snowfalls of 98” during one slow moving storm in February of 1969. Ice storms occur regularly in New England. The Sperry-Piltz ice accumulation scale is found in the Appendix of this Plan. Many severe ice storms have been recorded that have affected New Hampshire since 1929. These events caused disruption of transportation, loss of power and millions of dollars in damage.

**Probability** - High. The State of New Hampshire’s Multi-Hazard Mitigation Plan Update 2023 rates Rockingham County with high likelihood of heavy snows and ice storms. See Table 3, Hazard Identification and Risk Assessment.



**Past Occurrence** – Portsmouth has been impacted by six severe winter storms in the past five years. Two Nor’easters in 2018 and a heavy snowstorm in December 2022 resulted in power outages and damage to coastal infrastructure. At its peak the 2022 snowstorm dropped four inches of snow in one hour. Two Nor’Easters in March 2023 and March 2024 resulted in wet, heavy snowfall amounts over six inches combined with gusty winds, resulting in power outages and required extensive snow removal, removal of fallen trees, and utility repairs.

**Community Vulnerability** - Severe winter weather has struck Portsmouth and every other community in the region on an annual basis in recent memory. The Committee determined that heavy snow, strong and gusty winds, and frigid temperatures can impact all parts of the city equally, resulting in downed trees and power lines, extended power outages, and unsafe driving conditions. Extended power outages and the resulting loss of heat in homes of elderly and vulnerable residents are of concern. Rapid snow melting after severe winter weather can result in flooding of rivers and streams, posing risk to roads and structures. The Committee identified the elderly and vulnerable populations, utility lines and towers, and trees at greatest risk from severe winter weather.

### **Wildfire**

**Description** - Wildfire is defined as an uncontrolled and rapidly spreading fire, including grass and forest fires. A forest fire is an uncontrolled fire in a woody area. They often occur during drought and when woody debris on the forest floor is readily available to fuel the fire. Grass fires are uncontrolled fires in grassy areas.

**Location** - The Committee identified the southern half of the city and the forest surrounding the Urban Forestry Center as most at risk of wildfire.

**Extent** - A wildfire in Portsmouth is unlikely, but if a crown fire were to occur it could be very damaging to structures abutting wooded areas of the city. The neighborhoods in the southern half of the city are relatively low-density residential compared to the more urban center of the city. A large grass fire could damage structures and neighborhood buildings near large open areas. A large grass and forest fire has not impacted Portsmouth in recent memory. The largest wildfire in Portsmouth has not surpassed six acres. The Hazard Mitigation Committee expects a wildfire of less than 10 acres to be the worst-case scenario. The Wildland-Urban Interface Scale, a tool to quantify the expected severity of wildfire events in developed areas, is included in Appendix K.

**Probability** - Medium. The State of New Hampshire’s Multi-Hazard Mitigation Plan Update 2023 rates Rockingham County with moderate risk to wildfires. See Table 3, Hazard Identification and Risk Assessment

**Past Occurrence** - Most wildfires in Portsmouth are minor brush fires. No Large fires have occurred within recent memory. Smoke from Canadian wildfires impacted air quality in 2023.

**Community Vulnerability** - The Committee determined that all forested and open areas in Portsmouth are prone to wildfires, with the threat increasing during periods of drought. Increasing development in the southern and more forested part of the city increases vulnerability

to wildfire as the number of structures and the population increases. The Committee summarized the threat as follows:

- Structures located near large open vegetated areas are prone to lightning strikes.
- Vulnerability increases during drought events.
- Tree debris created by high wind and winter storm events.

### **Conflagration**

**Description** – Conflagration is a large destructive fire. In this Plan, it refers to an urban fire that is spread due to tightly spaced buildings.

**Location** – The Committee identified the urban center of Portsmouth as at risk of conflagration.

**Extent** – The extent of conflagration could be extreme given the tight building density and old wooden structures located in downtown Portsmouth and abutting neighborhoods.

**Probability** – The Committee determined the probability of conflagration is medium. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** – Three fires over a decade in the early 19<sup>th</sup> century destroyed 500 buildings in downtown Portsmouth, resulting in the brick buildings present today. Multi-alarm fires in downtown Portsmouth have occurred in 2013 and 2015. A fire destroyed the State Street Saloon downtown in April 2017, with over fifty departments responding.

**Community Vulnerability** – The Committee determined that closely situated wooden structures, historic buildings, and structures without adequate fire protection are most at risk of conflagration. Redevelopment in Portsmouth’s downtown increases the risk of conflagration as building density and population increase.

### **Earthquakes**

**Description** – Seismic activity including landslides and other geologic events. Geologic events are often associated with California, but New England is considered a moderate risk earthquake zone. An earthquake is a rapid shaking of the earth caused by the breaking and shifting of rock beneath the earth’s surface. Earthquakes can cause buildings and bridges to collapse, disrupt gas, electric and phone lines, and often cause landslides, flash floods, fires, and avalanches. Larger earthquakes usually begin with slight tremors but rapidly take the form of one or more violent shocks, and end in vibrations of gradually diminishing force called aftershocks. The underground point of origin of an earthquake is called its focus; the point on the surface directly above the focus is the epicenter. The magnitude and intensity of an earthquake is determined using scales such as the Richter Magnitude Scale, located in the Appendix of this Plan.

**Location** – An earthquake has an equal chance of affecting all areas of Portsmouth.

**Extent** - New England is particularly vulnerable to the injury of its inhabitants and structural damage because of our built environment. Few New England States currently include seismic

design in their building codes. Massachusetts introduced earthquake design requirements into their building code in 1975 and Connecticut very recently did so. However, these specifications are for new buildings, or very significantly modified existing buildings only. Existing buildings, bridges, water supply lines, electrical power lines and facilities, etc. have rarely been designed for earthquake forces (New Hampshire has no such code specifications).

**Probability** - Moderate. The State of New Hampshire's Multi-Hazard Mitigation Plan 2023 ranks all the Counties in the State with at moderate risk to earthquakes. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** - Large earthquakes have not affected the City of Portsmouth within recent memory. The strongest damaging quakes to impact New Hampshire were centered in Tamworth on December 20 and 24, 1940, both with a measured magnitude of 5.8. The Hazard Mitigation Committee expects a magnitude 3.4 to 4.5 magnitude to be the worst-case scenario.

**Community Vulnerability** - The Committee determined that earthquakes do not pose a frequent threat to Portsmouth, but if one were to occur the most vulnerable structures include brick buildings, steeples, bridges and other infrastructure, dams, and utility lines, as well as secondary hazards such as fire, power outages, or a hazardous material leak or spill.

### **Drought**

**Description** - Drought is a period of unusually constant dry weather that persists long enough to cause deficiencies in water supply (surface or underground). Droughts are slow-onset hazards that can severely affect municipal water supplies, private water wells, crops, recreation resources, and wildlife. The City of Portsmouth operates a regional water system that includes Portsmouth, Pease Tradeport, Newington, New Castle, Greenland, and portions of Rye and Madbury. Water supply wells and a reservoir are located outside of the City's limits. If drought conditions extend over several years, the direct and indirect economic impacts can be significant. High temperatures, high winds, and low humidity can worsen drought conditions and make areas more susceptible to wildfire. In addition, human actions and demands for water resources can accelerate drought-related impacts.

**Location** – The Committee determined that drought poses risks to the municipal water supply serving the city and to private wells. The risks of wildfire associated with drought conditions are greatest in forested and open grassland areas.

**Extent** - Although New Hampshire is typically thought of as a water-rich state, there are times the demand for water can be difficult to meet. A combination of increased population and extended periods of low precipitation can cause reduced water supplies. Drought can impact Portsmouth after extended periods with limited rain and snowfall, often for several months, and is a city-wide hazard, impacting both private wells and the City's municipal water system surface water and groundwater supplies. Rockingham County experienced extreme drought in 2021 and 2022 referred to as a D3 on the U.S. Drought Monitor Scale. The Hazard Mitigation Committee expects extreme drought to be the worst-case scenario. The City's DPW monitors the information provided by NH DES Drought Management Program. The U.S. Drought Monitor Scale is in the appendix of this Plan.

**Probability** - Low. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** - The State of New Hampshire Multi-Hazard Mitigation Plan Update 2023 rates Rockingham Count at low risk for drought. However, drought conditions persisted across southern New Hampshire for two of the last five years, resulting in the City activating a water-use restriction schedule in 2021 and 2022.

**Community Vulnerability** - The Committee determined that water supply and fire flow are the most at risk due to drought conditions. Increasing development and associated population growth, year-round and seasonal, also stress water supply during periods of drought.

### **Climate Change**

**Description** - Climate is defined as the long-term, prevailing pattern of temperature, precipitation, and other weather variables at a given location as described by statistics, such as means and extremes. Climate differs from weather in that weather is the current state or short-term variation of these variables at a given location. Climate change is the observed change in atmospheric variables over time that are the result of natural and anthropogenic, or human-caused, influences. Climate change is directly related to the ongoing increase in global temperature, a rise that is influenced by the steady increase in the concentration of atmospheric greenhouse gases that has been occurring and continues to occur across the globe.

**Location** – Climate change can affect all areas of Portsmouth, in the form of increased temperatures, extreme precipitation events, drought, sea-level rise, and coastal storm surge. All these events could significantly alter the types and magnitudes of hazards impacting Portsmouth. Rising sea-levels are already impacting neighborhoods and infrastructure along the coastline and shoreline of tidal rivers and streams.

**Extent** – Extreme heat events impact Portsmouth for 3-4 days each summer and the number of days may increase as the result of climate change. The average annual temperature in New Hampshire has increased three degrees since the early 20<sup>th</sup> century. Winter warming has been larger than any other season. Future winter warming will have large effects on snowfall and snow cover. Flooding from extreme precipitation events, sea-level rise, and coastal storm surge increasingly impacts Portsmouth. Mean precipitation and precipitation extremes are projected to increase in the future, with associated increases in flooding. Portsmouth is planning for a 1-to-1.7-foot sea-level rise by 2050, and six-foot rise by 2100.

**Probability** – The Committee determined the probability of climate change impacting Portsmouth as high given the increase in hazard events since the last Plan Update. See Table 3, Hazard Identification and Risk Assessment.

**Past Occurrence** – Annually. Since the 2017 Plan Update, Portsmouth has experienced drought, extreme heat, coastal storms, sea-level rise, and extreme precipitation events, as described under the individual hazard.

**Community Vulnerability** - The Committee determined that all of Portsmouth is at risk of impacts associated with climate change and the effects of climate change pose real and significant threats to community safety, resilience, and quality of life. The Committee determined that climate change impacts the City in the following ways:

- Flooding of roadways, including evacuation routes, and homes and businesses due to rising sea-levels and increase in extreme precipitation events.
- Rising sea-levels along the coast also threaten City infrastructure, historic resources, and public recreation facilities.
- Increasing periods of extreme heat impact human health, especially among the elderly and vulnerable populations, and stress water supplies.

### **Extreme Temperatures**

**Description** – Temperatures across New Hampshire have increased by an average of three degrees since 1901, the result of climate change. Warming is highest during the fall and winter seasons and is associated with a decrease in frequency and severity of cold extremes. Conditions of extreme heat are defined as a prolonged period of excessively hot weather, with temperatures above the average high temperature for a particular region for that time of year, often combined with high humidity. In New Hampshire, extreme heat conditions are defined as two days of temperatures over 90 degrees. The heat index is a measure of how hot it really feels when relative humidity is factored in with actual air temperature. The hottest temperature recorded in Portsmouth was 104 degrees on August 2, 1975.

Winter storms, blizzards, and episodes of high barometric pressure accompanied by clear night skies can bring extreme cold temperatures to the region, increasing the risk of frostbite and hypothermia. The risk of extended power outages increases during winter storms, increasing the vulnerability of elderly and vulnerable residents. The coldest temperature recorded in Portsmouth was -26 degree on January 22, 1984.

**Location** – Extreme temperatures can affect all areas of Portsmouth.

**Extent** - Extreme heat events impact Portsmouth for 3-4 days each summer, and extreme cold events impact the city 2-3 days each winter. Extreme heat events have impacted Portsmouth in 2021, 2023, and 2024, with temperatures exceeding 90 degrees. The National Weather Service Heat Index is included in this Plan as Appendix K, and the Wind Chill Chart is included as Appendix L.

**Probability** – High.

**Past Occurrence** – Annually. The City opened cooling centers during an extreme heat event on June 19-21, 2024.

**Community Vulnerability** - The Committee determined that all parts of Portsmouth are at risk of impacts associated with extreme temperatures. Extreme heat can cause heat-related illnesses, like heat stroke or heat exhaustion, which occur when the body is unable to cool itself fast enough.

The young, elderly and vulnerable populations are especially at risk of heat stroke. The Emergency Management Coordinator maintains a list of these populations, including addresses for homes, day care centers, and congregate care facilities.

### **Infectious Disease**

**Description** – Infectious diseases are illnesses caused by organisms – such as bacteria, viruses, fungi, or parasites. Many organisms live in and on our bodies. They are normally harmless or even helpful, but under certain conditions, some organisms may cause disease. Some infectious diseases can be passed from person to person, some are transmitted by bites from insects or animals, and others are acquired by ingesting contaminated food or water or being exposed to organisms in the environment. Signs and symptoms vary depending on the organism causing the infection, but often include fever and fatigue. Mild infections get better on their own without treatment, while some life-threatening infections may require hospitalization. A definition of infectious diseases by the Mayo Clinic is in the Appendix.

According to the United States Centers for Disease Control and Prevention (CDC), the number of people with a disease that is usually present in a community is referred to as the baseline or endemic level of the disease. This number of infections is not necessarily the desired level, which may in fact be zero, but rather is the typical or normal number of people infected. In the absence of intervention and if the number of infections is not high enough to deplete the pool of susceptible persons, the disease may continue to occur at this level indefinitely. Thus, the baseline level is often regarded as the expected level of the disease. While some diseases are so rare in each population that a single case warrants an epidemiologic investigation (e.g., rabies, plague, polio), there are other diseases that occur more commonly so that only deviations from the norm (i.e., seeing more cases than expected) warrants investigation.

Epidemics occur when an agent (the organism) and susceptible hosts are present in adequate numbers, and the agent can be effectively conveyed from a source to the susceptible people. More specifically, an epidemic may result from a recent increase in amount or virulence of the agent, the recent introduction of the agent into a setting where it has not been before, an enhanced mode of transmission so that more susceptible persons are exposed, a change in the susceptibility of people's response to the agent, and/or factors that increase exposure or involve introduction through new portals of entry.

Epidemics may be caused by infectious diseases, which can be transmitted through food, water, the environment, or person-to-person or animal-to-person, and noninfectious diseases, such as chemical exposure, which causes increased rates of illness. Infectious diseases that may cause an epidemic can be broadly categorized into the following groups: foodborne (E.Coli), water (Giardiasis), vaccine preventable (Measles), sexually transmitted (HIV), person-to-person (TB), arthropod borne (Lyme), zoonotic (Rabies), and opportunistic fungal and fungal infections (Candidiasis). An epidemic may also result from a bioterrorist event in which an infectious agent is released into a susceptible population, often through an enhanced mode of transmission, such as aerosolizing.

**Location** – Infectious disease can affect all areas of Portsmouth.



**Extent** – The magnitude and severity of infectious disease is described by its speed of onset (how quickly people become sick, or cases are reported) and how widespread the infection is. Some infectious diseases are inherently more dangerous and deadly than others, but the best way to describe the extent of infectious diseases relates to the disease occurrence:

- Endemic – Constant presence and/or usual prevalence of a disease or infection agent in a population within a geographic area
- Hyperendemic – Persistent, high levels of disease occurrence.
- Cluster – Aggregation of cases grouped in place and time that are suspected to be greater than the number expected even though the expected number may not be known.
- Epidemic – An increase, usually sudden, in the number of cases of a disease above what is normally expected.
- Outbreak – The same as epidemic, but over a much smaller geographical area.
- Pandemic – Epidemic that has spread over several countries or continents, usually affecting many people.

**Probability** – The probability of infectious disease is high.

**Past Occurrence** – Infectious diseases, such as seasonal influenza, and gastrointestinal illness occur annually in Portsmouth. The COVID-19 pandemic impacted Portsmouth beginning in 2020 and the city continues to experience cases of COVID-19 and community transmission.

**Community Vulnerability** – The Committee determined that all parts of Portsmouth are at risk of impacts associated with infectious disease. Rates of illness, duration of disease, and the ability to treat or prevent illness once the causative agent is identified are just a few factors that will further determine the vulnerability of the population.

In response to the COVID-19 pandemic, City staff collaborated to oversee information sharing and coordination of the City's pandemic response. Information was distributed via City and school newsletters and emails. The Police and Fire Departments and Health and Welfare Departments worked with City administration to form a task force to share information, and the Recreation Department and Housing Authority also worked as community liaisons, coordinating and transporting food to elderly and homebound residents. The COVID-19 pandemic impacted all facets of municipal government, the general work force, and supply chains for everyday items

Table 3 summarizes Portsmouth’s vulnerability to the natural hazards identified in this Plan Update. Flooding, from sea-level rise, coastal storm surge, and extreme precipitation events resulting from climate change, is the greatest risk facing Portsmouth. The City’s location along a tidal river increases the probability that flooding will result in death or injury, physical losses and damages, and interruptions of service. Portsmouth’s historic downtown is an important economic development resource for the region and state. Locations vulnerable to flooding include critical infrastructure such as the wastewater treatment plant, Portsmouth Middle School, the public library, as well as commercial, industrial, and residential development, shoreland neighborhoods, and significant historical, cultural, and recreational resources, including Prescott Park and Strawberry Banke Museum.

**Table 3 – Hazard Identification and Risk Assessment**

Scoring for Probability Columns A, B & C	Column A Probability of death or injury	Column B Probability of physical losses and damage	Column C Probability of interruption of service	Column D Probability of occurring within 25 years	Column E (A+B+C/3) Impact average	Column F (D x E) Relative threat	Column G Risk
1=Very Low (0-20%)							<b>High</b> 13.0-21.9
2=Low (21-40%)							
3=Moderate (41-60%)							<b>Medium</b> 6.0-12.9
4=High (61-80%)							
5=Very High (81-100%)							
	<b>Human Impact</b>	<b>Property Impact</b>	<b>Business Impact</b>	<b>Probability of Occurrence</b>	<b>Severity</b>	<b>Risk Severity x Occurrence</b>	
<b>Natural Hazard</b>							
Flooding	4.00	5.00	5.00	5.00	4.66	23.30	High
Hurricane/High Wind	3.00	5.00	5.00	5.00	4.33	21.66	High
Coastal Storms	3.00	5.00	5.00	5.00	4.33	21.66	High
Severe Winter Weather	4.00	4.00	4.00	5.00	4.00	20.0	High
Climate Change includes sea-level rise, extreme precipitation events	2.00	5.00	5.00	5.00	4.00	20.00	High
Extreme Temperatures	3.00	3.00	2.00	5.00	2.66	13.33	High
Infectious Disease	5.00	1.00	5.00	4.00	3.66	14.66	High
Earthquakes	5.00	5.00	5.00	2.00	5.00	10.00	Medium
Wildfires	2.00	4.00	3.00	3.00	3.00	9.00	Medium
Conflagration	4.00	5.00	4.00	2.00	4.33	8.66	Medium
Drought	1.00	2.00	2.00	3.00	1.66	5.00	Low
Lightning/Hail	2.00	2.00	2.00	2.00	2.00	4.00	Low

Table 4 highlights Presidentially declared disaster and emergency declaration for natural hazard events in New Hampshire from 1986 – 2024.

<b>Table 4: State of New Hampshire</b>					
<b>Presidentially Declared Disasters (DR) and Emergency Declarations (EM) 1986-2024</b>					
<i>Source: State of NH Multi-Hazard Mitigation Plan, 2013 Update and FEMA</i>					
<b>Date Declared</b>	<b>Event</b>	<b>FEMA DR</b>	<b>Program</b>	<b>Amount</b>	<b>Counties Declared</b>
08/27/86	Severe storms/flooding	FEMA-771-DR	PA	\$1,005,000	Cheshire and Hillsborough
04/16/87	Severe storms/flooding	FEMA-789-DR	PA/IA	\$4,888,889	Carroll, Cheshire, Grafton, Hillsborough, Merrimack, Rockingham, and Sullivan
08/29/90	Severe storms/winds	FEMA-876-DR	PA	\$2,297,777	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, and Sullivan
09/09/91	Hurricane	FEMA-917-DR	PA	\$2,293,449	Statewide
11/13/91	Coastal storm/flooding	FEMA-923-DR	PA/IA	\$1,500,000	Rockingham
03/16/93	Heavy snow	FEMA-3101-DR	PA	\$832,396	Statewide
01/03/96	Storms/floods	FEMA-1077-DR	PA	\$2,220,384	Carroll, Cheshire, Coos, Grafton, Merrimack, and Sullivan
10/29/96	Severe storms/flooding	FEMA-1144-DR	PA	\$2,341,273	Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan
01/15/98	Ice storm	FEMA-1199-DR	PA/IA	\$12,446,202	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Strafford, and Sullivan
07/02/98	Severe storms	FEMA-1231-DR	PA/IA	\$3,420,120	Belknap, Carroll, Grafton, Merrimack, Rockingham, and Sullivan
10/18/99	Hurricane/tropical storm Floyd	FEMA-1305-DR	PA	\$750,133	Belknap, Cheshire, and Grafton
3/2001	Snow emergency	FEMA-3166-EM	PA	\$4,500,000	Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, and Strafford
2/17/2003 - 2/18/2003	Snow emergency	FEMA-3177-EM	PA	\$3,000,000	Cheshire, Hillsborough, Merrimack, Rockingham, and Strafford
09/12/03	Severe storms/flooding	FEMA-1489-DR	PA	\$1,300,000	Cheshire and Sullivan

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03/11/03	Snow emergency	FEMA-3177-EM	PA	\$3,000,000	Cheshire, Hillsborough, Merrimack, Rockingham, and Strafford
01/15/04	Snow emergency	FEMA-3193-EM	PA	\$3,200,000	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, and Sullivan
03/30/05	Snow emergency	FEMA-3207-EM	PA	\$4,654,738	Belknap, Carroll, Cheshire, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan
03/30/05	Snow emergency	FEMA-3208-EM	PA	\$1,417,129	Carroll, Cheshire, Coos, Grafton, and Sullivan
04/28/05	Snow emergency	FEMA-3211-EM	PA	\$2,677,536	Carroll, Cheshire, Hillsborough, Rockingham, and Sullivan
10/26/05	Severe storm/flooding	FEMA-1610-DR	PA/IA	\$14,996,626	Belknap, Cheshire, Grafton, Hillsborough, Merrimack, and Sullivan
05/31/06	Severe storm/flooding	FEMA-1643-DR	PA/IA	\$17,691,586	Belknap, Carroll, Grafton, Hillsborough, Merrimack, Rockingham, and Strafford
4/15/2007 - 4/23/2007	Severe storm/flooding	FEMA-1695-DR	PA/IA	\$27,000,000	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan
08/11/08	Severe storms/tornado/flooding	FEMA-1782-DR	PA	\$1,691,240	Belknap, Carroll, Merrimack, Rockingham, and Strafford
09/05/08	Severe storms/flooding	FEMA-1787-DR	PA	\$4,967,595	Belknap, Coos, and Grafton
10/03/08	Severe storms/flooding	FEMA-1799-DR	PA	\$1,050,147	Hillsborough and Merrimack
12/11/08	Severe winter storm	FEMA-3297-EM	DF A/P A	\$900,000	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan
01/02/09	Severe winter storm	FEMA-1812-DR	DF A/P A	\$19,789,657	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan

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03/29/10	Severe winter storm	FEMA-1892-DR	PA	\$9,103,138	Merrimack, Rockingham, Strafford, and Sullivan
05/12/10	Severe winter storm	FEMA-1913-DR	PA	\$3,057,473	Hillsborough and Rockingham
07/22/11	Severe storms/flooding	FEMA-4006-DR	PA	\$1,664,140	Coos and Grafton
09/03/11	Tropical storm Irene	FEMA-4026-DR	PA/IA	\$11,101,752	Belknap, Carroll, Coos, Grafton, Merrimack, Strafford, and Sullivan
12/07/11	October Nor'easter	FEMA-4049-DR	PA	\$4,411,457	Hillsborough and Rockingham
06/18/12	Severe storms/flooding	FEMA-4065-DR	PA	\$3,046,189	Cheshire
10/30/12	Hurricane Sandy	DR-4095 EM-3360	PA DFA	\$2,132,376	Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan
2/8/2013 - 2/10/2013	Severe storm/blizzard	DR-4105	PA	\$6,127,598	Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Strafford, and Rockingham
6/26/2013 – 7/3/2013	Severe storms/flooding	DR-4139	PA	\$6,389,705	Cheshire, Sullivan, and Grafton
1/26/2015 – 1/29/2015	Severe winter storm/snowstorm	DR-4209	PA	\$4,607,527	Strafford, Rockingham, and Hillsborough
3/14/2017 – 3/15/2017	Severe winter storm/snowstorm	DR-4316	PA	\$8,306.550	Belknap and Carroll
1/1/2017 – 1/2/2017	Severe storms/flooding	DR-4329	PA	\$6,218,291	Grafton and Coos
10/29/2017 - 11/1/2017	Severe Storm/flooding	DR-4355	PA	\$4,710,744	Sullivan, Merrimack, Belknap, Carroll, Grafton, Coos
3/2/2018 – 3/8/2018	Severe Storm/flooding	DR-4370	PA, IA	\$8,588,765	Rockingham
3/13/2018 – 3/14/2018	Severe Winter Storm/snowstorm	DR-4371	PA, IA	\$1,981,453	Carroll, Strafford, Rockingham
7/11/2019- 7/12/2019	Severe Storm/flooding	DR-4457	PA	\$675,907,70	Grafton
7/17/2021- 7/19/2021	Severe Storm/flooding	DR-4622	PA	\$1,195,832	Cheshire
3/13/2020 – 5/11/2023	COVID-19 Pandemic	EM-3445	PA, IA	NA – still active	New Hampshire
1/20/2020- 5/11/2023	COVID-19 Pandemic	DR-4516	PA, IA	NA – still active	New Hampshire

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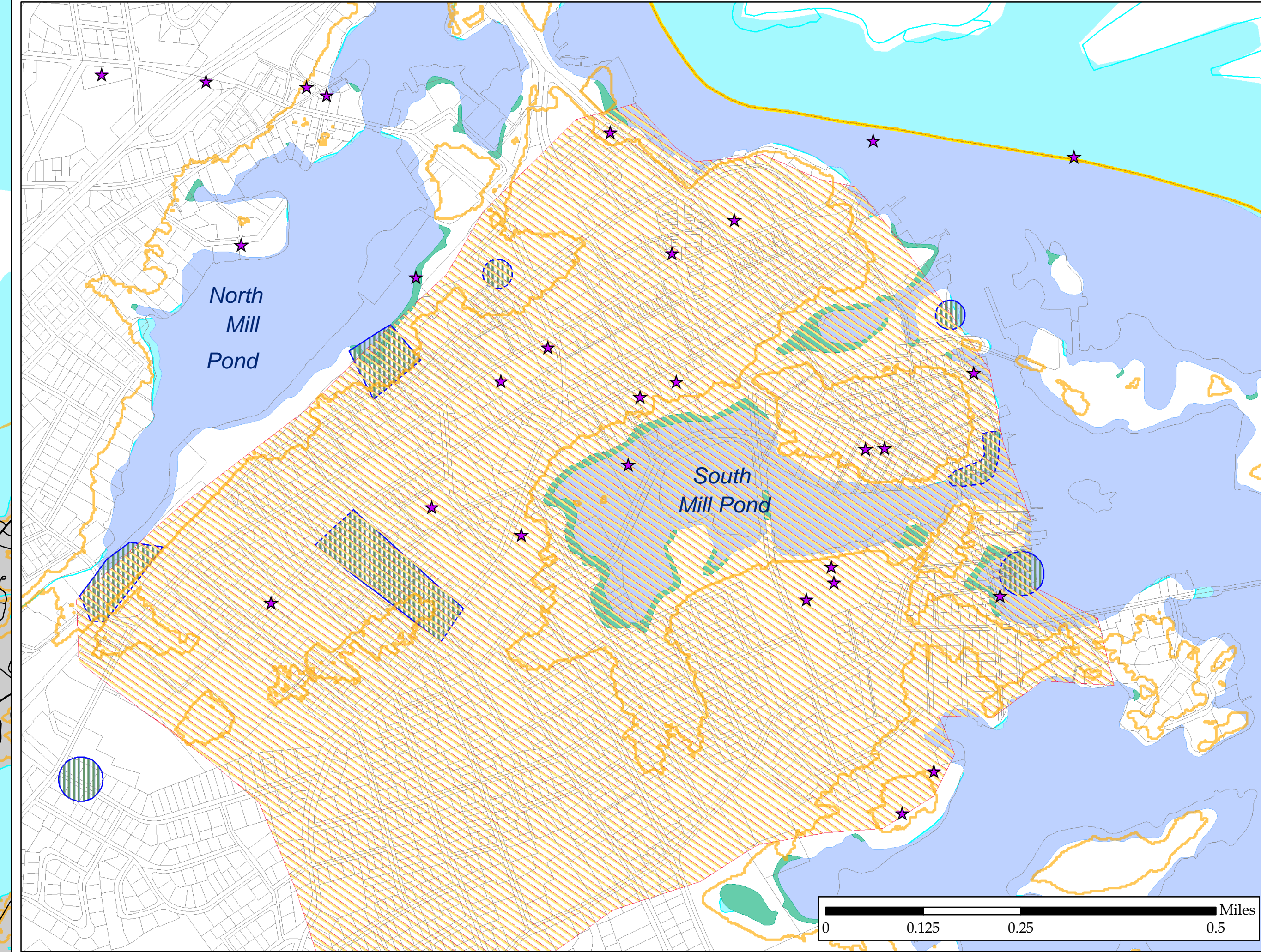
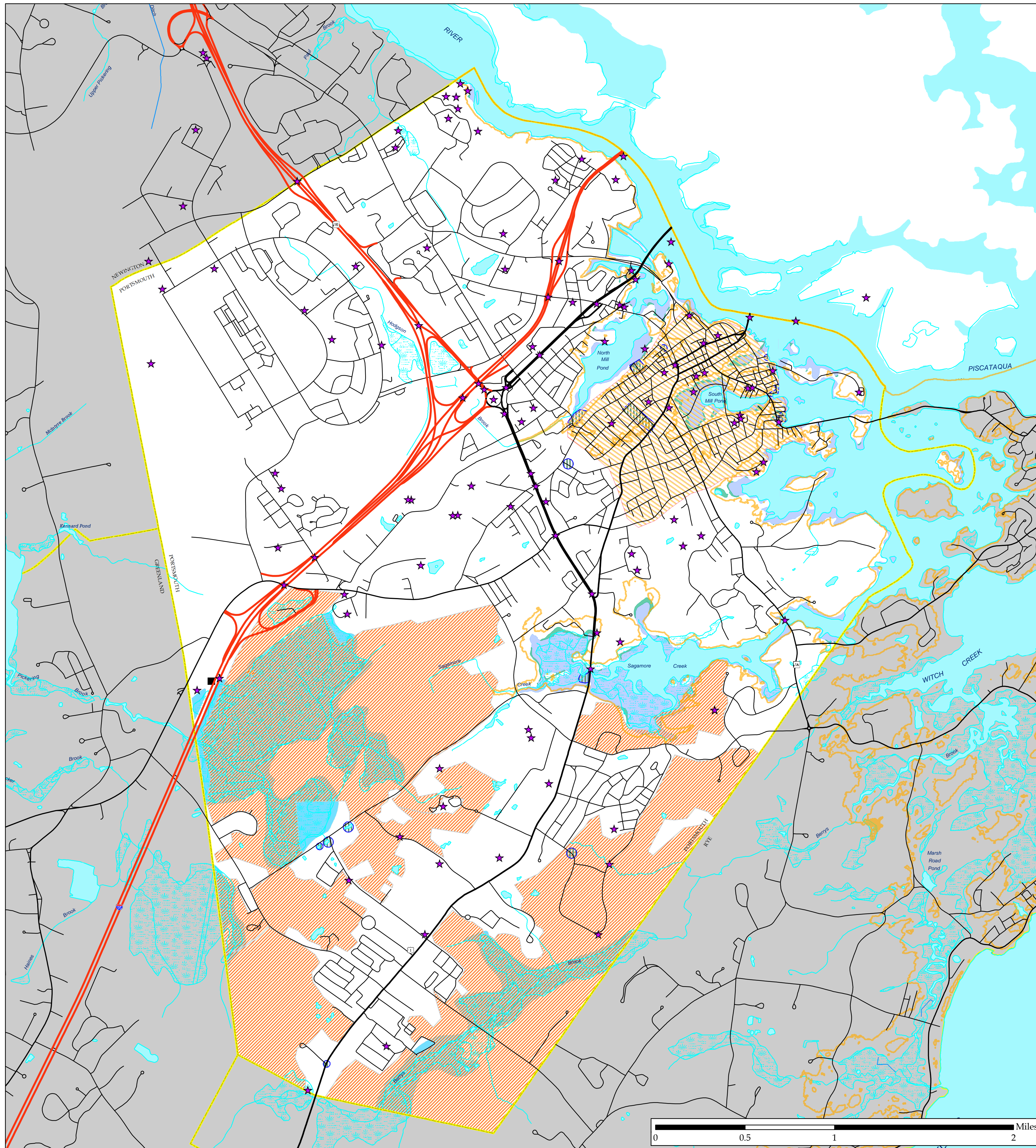
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7/29/2021-8/2/2021	Severe Storm/flooding	DR-4624	PA	\$3,530,071	Cheshire, Sullivan
12/22/2022-12/25/2022	Severe Storm/flooding	DR-4693	PA	\$1,251,386	Belknap, Carroll, Grafton, Coos
7/9/2023-7/13/2023	Severe Storm/flooding	DR-4740	PA	\$170,675	Rockingham, Cheshire, Sullivan, Grafton, Belknap, Carroll, Coos
12/17/2023-12/21/2023	Severe Storm/flooding	DR-4761	PA	NA	Carroll, Grafton, Coos
1/9/2024-1/14/2024	Severe Storms/flooding	DR-4771	PA	NA	Rockingham, Grafton

Program Key: PA – Public Assistance; IA – Individual Assistance; DFA – Direct Federal Assistance



# Map 2: Past and Future Hazards, Portsmouth, New Hampshire



## Portsmouth Critical Facilities

- ★ Portsmouth Critical Facilities
- Portsmouth Storm Surge Zone
- Portsmouth Conflagration
- Portsmouth Floods
- Portsmouth Wildfire
- Portsmouth FEMA A Zone
- Portsmouth FEMA 500 Year Zone
- Portsmouth FEMA VE Zone
- Portsmouth FEMA AE Zone

### BASE FEATURES

- Interstate
- US Route
- State Route
- Local
- Interstate Ramp
- Major Road Ramp
- Political Boundaries
- Stream or Shoreline
- Apparent Wetland Limit
- Intermittent Stream
- Other Surface Water Feature
- Wetlands (USGS)
- Surface Water Bodies
- Parcels

Past and future hazards were identified by the Hazard Mitigation Planning Committee from the City of Portsmouth. Information was gathered to accompany the development of a Hazard Mitigation Plan under the guidance and funding of the NH Bureau of Emergency Management, April, 2004. Updated Jan. 2017

FEMA Q3 Flood Data was created from the Federal Emergency Management Agency, National Flood Insurance Program, Q3 Flood Data DISC 23 (Maine, New Hampshire, Vermont). ARC/INFO Export files were retrieved from the CD cited above, imported into ARC/INFO, projected (from geographic coordinates, NAD27 to NH State Plane feet, NAD83), processed to reconstruct topology, and written back out as Export files. Any documentation files for the data can be had from RPC, and do not reflect the processing noted above and performed by Complex Systems Research Center, UNH, December, 1997.

Base data (town boundaries, hydrography, roads, railroads and utility lines) are taken from the USGS Digital Line Graph data, 1:24,000, as archived in the GRANIT database at Complex Systems Research Center, Institute for the study of Earth, Oceans and Space, University of New Hampshire, Durham, NH: 1992-1999. Roads have been updated from work done by Rockingham Planning Commission and NH Department of Transportation. Partial updates have been completed through 2000.





## CHAPTER IV - CRITICAL FACILITIES

The Critical Facilities List for the City of Portsmouth was developed by Portsmouth's Hazard Mitigation Committee. The Critical Facilities List has been broken up into three categories. The first category contains facilities needed for Emergency Response in the event of a disaster. The second category contains Non-Emergency Response Facilities that have been identified by the committee as non-essential. These are not required in an emergency response event but are considered essential for the everyday operation of Portsmouth. The third category contains Facilities/Populations that the committee wishes to protect in the event of a disaster. A description of critical facilities can be found in Table 5 through Table 7 and locations can be found on Map 3: Critical Facilities.

**Table 5: Category 1 - Emergency Response Services and Facilities:**

Critical Facility	Facility Type	City	Address
City Fuel Pumps	Emergency Fuel Storage	Portsmouth	680 Peverly Hill Rd.
Portsmouth Fire Department Station #3	Fire Station	Portsmouth	127 International Dr
Portsmouth Fire Department Station #2	Fire Station	Portsmouth	3010 Lafayette Rd.
Portsmouth Fire Station Fire Central	Fire Station	Portsmouth	170 Court St
Portsmouth Regional Hospital	Medical Facility	Portsmouth	333 Borthwick Ave.
Police Station	Police Station	Portsmouth	1 Junkins Ave.
Public Works	Public Works	Portsmouth	680 Peverly Hill Rd.
City Hall	City Hall	Portsmouth	1 Junkins Ave.

**Table 6: Category 2- Non-Emergency Response Facilities:**

Critical Facility	Facility Type	City	Address
Pease International Tradeport	Airport	Portsmouth	42 Airline Ave.
Sarah Mildred Long Bridge	Bridge	Portsmouth/Kittery, ME	Route 1 Bypass
Memorial Bridge	Bridge	Portsmouth/Kittery, ME	Route 1
Interstate 95 High-Level Bridge	Bridge	Portsmouth/Kittery, ME	I-95
Cell Antenna	Cell Tower	Portsmouth	680 Peverly Hill Rd
Verizon	Cell Tower	Portsmouth	56 Islington St
Capstar Radio Operating Company	Cell Tower	Portsmouth	815 Lafayette Rd
Capstar Radio Operation Company	Cell Tower	Portsmouth	333 Borthwick Ave
Capstar Radio Operation Company	Cell Tower	Portsmouth	1555 Islington St
I-95	Critical Road	Portsmouth	Rt. 95

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Critical Facility	Facility Type	City	Address
Rt. 1	Critical Road	Portsmouth	Rt. 1
Rt. 1 BYP	Critical Road	Portsmouth	Rt. 1 BYP
Rt. 16	Critical Road	Portsmouth	Rt. 16
Portsmouth Traffic Circle	Major Intersection	Portsmouth	Rt. 1, 16
Paul A. Doble Army Reserve Center	Government Facility	Portsmouth	145 West Rd.
Federal Building	Government Facility	Portsmouth	62 Daniel St
Naval Shipyard	Government Facility	Portsmouth	N\A
NH Air National Guard -157	Government Facility	Portsmouth	302 Newmarket St.
NH Port Authority	Government Facility	Portsmouth	555 Market St
Pease Control Tower	Government Facility	Newington	42 Airline Ave.
Portsmouth Harbor	Harbor	Portsmouth	Piscataqua River
Clear Choice MD	Medical Facility	Portsmouth	750 Lafayette Rd.
Convenient MD Urgent Care	Medical Facility	Portsmouth	599 Lafayette Rd.
Portsmouth Regional Hospital Medical – Center for Rehabilitation and Wellness	Medical Facility	Portsmouth	155 Borthwick Ave.
Northeast Rehabilitation Hospital	Medical Facility	Portsmouth	105 Corporate Dr.
Cutts St. Substation	Power Station	Portsmouth	560 Maplewood Ave
Islington St. Substation	Power Station	Portsmouth	435 Interstate Bye-Pass
Jackson Hill Sub Station	Power Station	Portsmouth	2 Jackson Hill St
Lafayette Rd. Substation	Power Station	Portsmouth	940 Lafayette Road
Pease Substation	Power Station	Portsmouth	7 Exeter St.
PSNH	Power Station	Portsmouth	Maplewood Ave
Schiller (PSNH) Power Plant	Power Station	Portsmouth	400 Gosling Rd
Rail Yard	Railroad	Portsmouth	N\A
Atlantic Heights Pump Station	Sewage Facility	Portsmouth	134 Preble Way
Clough Drive Pump Station	Sewage Facility	Portsmouth	210 Clough Dr.
Constitution Avenue Pump Station	Sewage Facility	Portsmouth	280 Constitution Ave.
Corporate Drive Pump Station	Sewage Facility	Portsmouth	215 Corporate Dr.
Deer Street Pump Station	Sewage Facility	Portsmouth	2 Deer St.
Gosling Road Pump Station	Sewage Facility	Portsmouth	120 Gosling Rd
Griffin Road Pump Station	Sewage Facility	Portsmouth	205 Griffin Rd.
Heritage Avenue Pump Station	Sewage Facility	Portsmouth	329 Heritage Ave.
Lafayette Road Pump Station	Sewage Facility	Portsmouth	630 Lafayette Rd
Leslie Drive Pump Station	Sewage Facility	Portsmouth	590 Market St
Marcy Street Pump Station	Sewage Facility	Portsmouth	535 Marcy St.

Critical Facility	Facility Type	City	Address
Marsh Lane Pump Station	Sewage Facility	Portsmouth	4 Marsh Lane
Mechanic Street Pump Station	Sewage Facility	Portsmouth	113 Mechanic St.
Mill Pond Way Pump Station	Sewage Facility	Portsmouth	131 Mill Pond Way
Northwest Street Pump Station	Sewage Facility	Portsmouth	221 Northwest St
Pease Wastewater Treatment Plant	Sewage Facility	Portsmouth	135 Corporate Dr.
Peirce Island Sewage Treatment Plant	Sewage Facility	Portsmouth	200 Peirce Island Rd.
Rye Line Pump Station	Sewage Facility	Portsmouth	3618 Lafayette Rd
Tucker's Cove Pump Station	Sewage Facility	Portsmouth	91 Gosport Rd.
West Road Pump Station	Sewage Facility	Portsmouth	280 West Rd
Woodlands 1 Pump Station	Sewage Facility	Portsmouth	306 FW Hartford Dr.
Woodlands 2 Pump Station	Sewage Facility	Portsmouth	516 FW Hartford Dr.
Control Station #1	Water Facility	Madbury	60 Freshet Rd.
Newington Booster Station	Water Facility	Newington	Arboretum Dr.
Pease Water Treatment Plant	Water Facility	Portsmouth	Grafton Dr
Water Treatment Plant	Water Facility	Madbury	60 Freshet Rd.
Bellamy Reservoir Dam	Water Facility-Reservoir	Madbury	Mill Hill Rd.
Constitution Avenue Tank	Water Tank	Portsmouth	95 Constitution Ave.
Hobbs Hill Tank	Water Tank	Portsmouth	International Dr
Newington Booster Station Tank	Water Tank	Newington	165 Arboretum Drive
NHANG Water Tank	Water Tank	Newington	182 Arboretum Dr.
Spinney Road Tank	Water Tank	Portsmouth	Spinney Lane
Collins Well	Water Facility-Well	Portsmouth	Harvard St
Greenland Well #5	Water Facility-Well	Greenland	Post Rd.
Harrison Well	Water Facility-Well	Portsmouth	Grafton Dr
Haven Well	Water Facility-Well	Portsmouth	Airport Taxiway
Madbury Well #2	Water Facility-Well	Madbury	60 Freshet Rd.
Madbury Well #3	Water Facility-Well	Madbury	60 Freshet Rd.
Madbury Well #4	Water Facility-Well	Madbury	60 Freshet Rd.
Portsmouth Well #1	Water Facility-Well	Portsmouth	Griffin Rd
Smith Well	Water Facility-Well	Portsmouth	Country Club Rd

**Table 7: Category 3 - Facilities/Populations to Protect:**

The third category contains people and facilities that need to be protected in the event of a disaster.

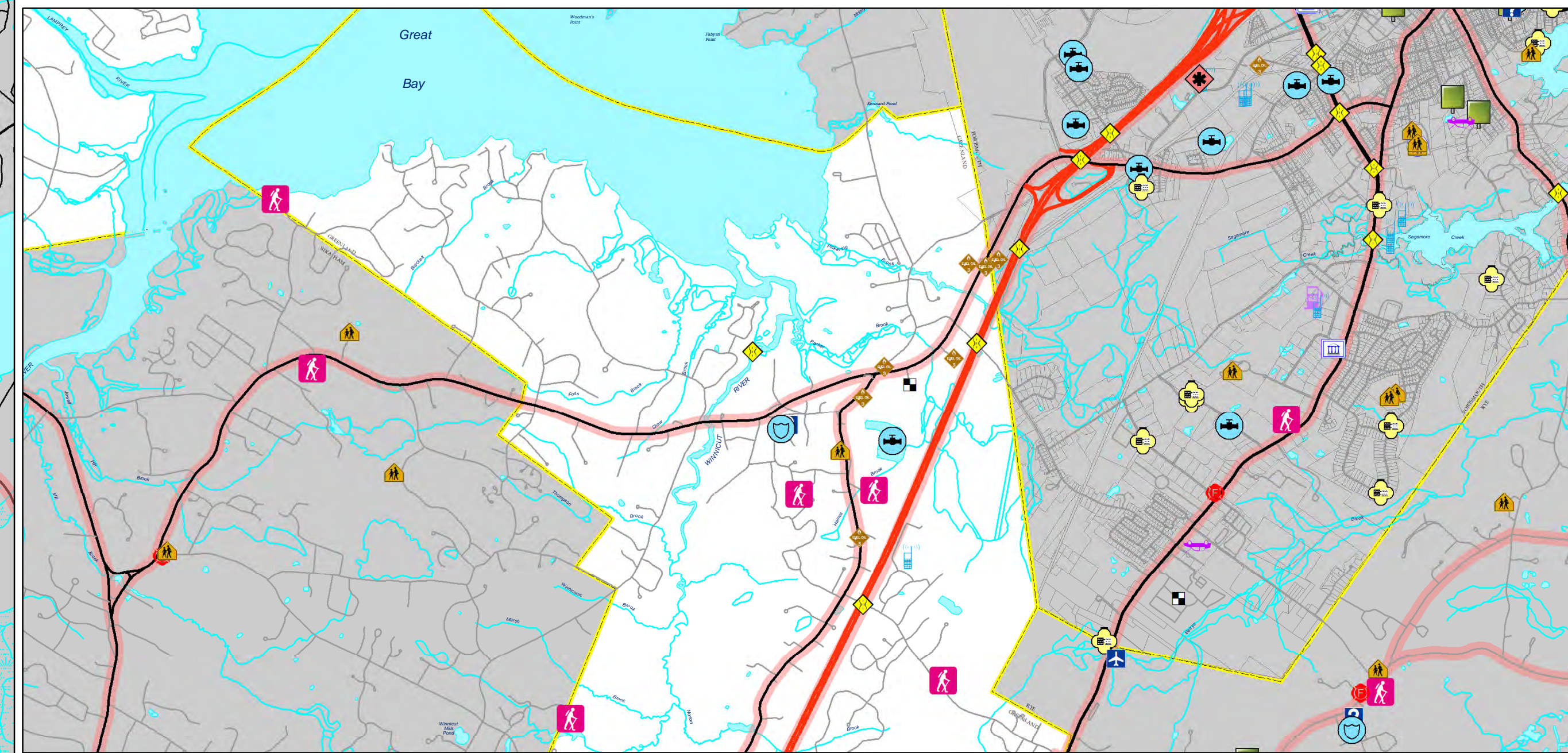
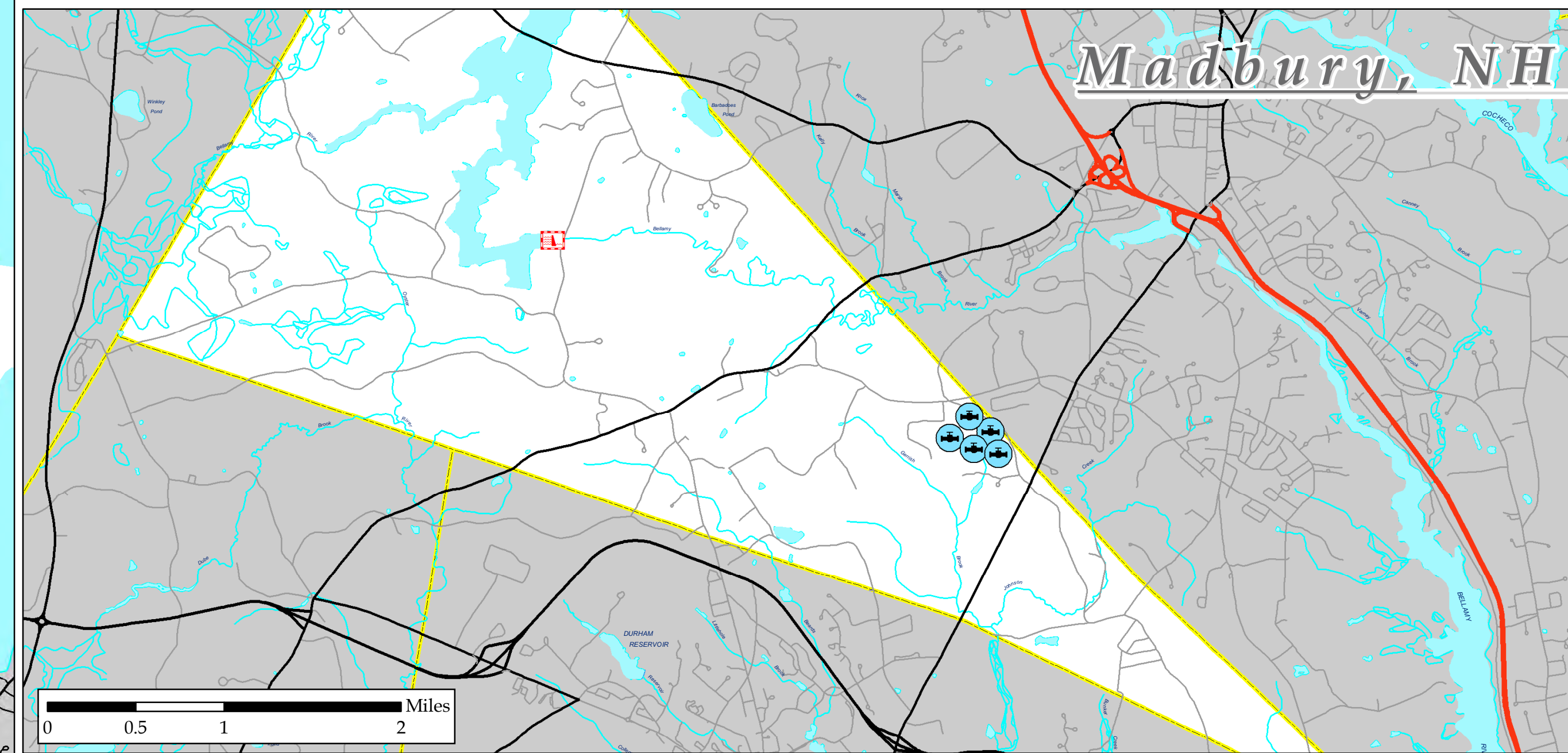
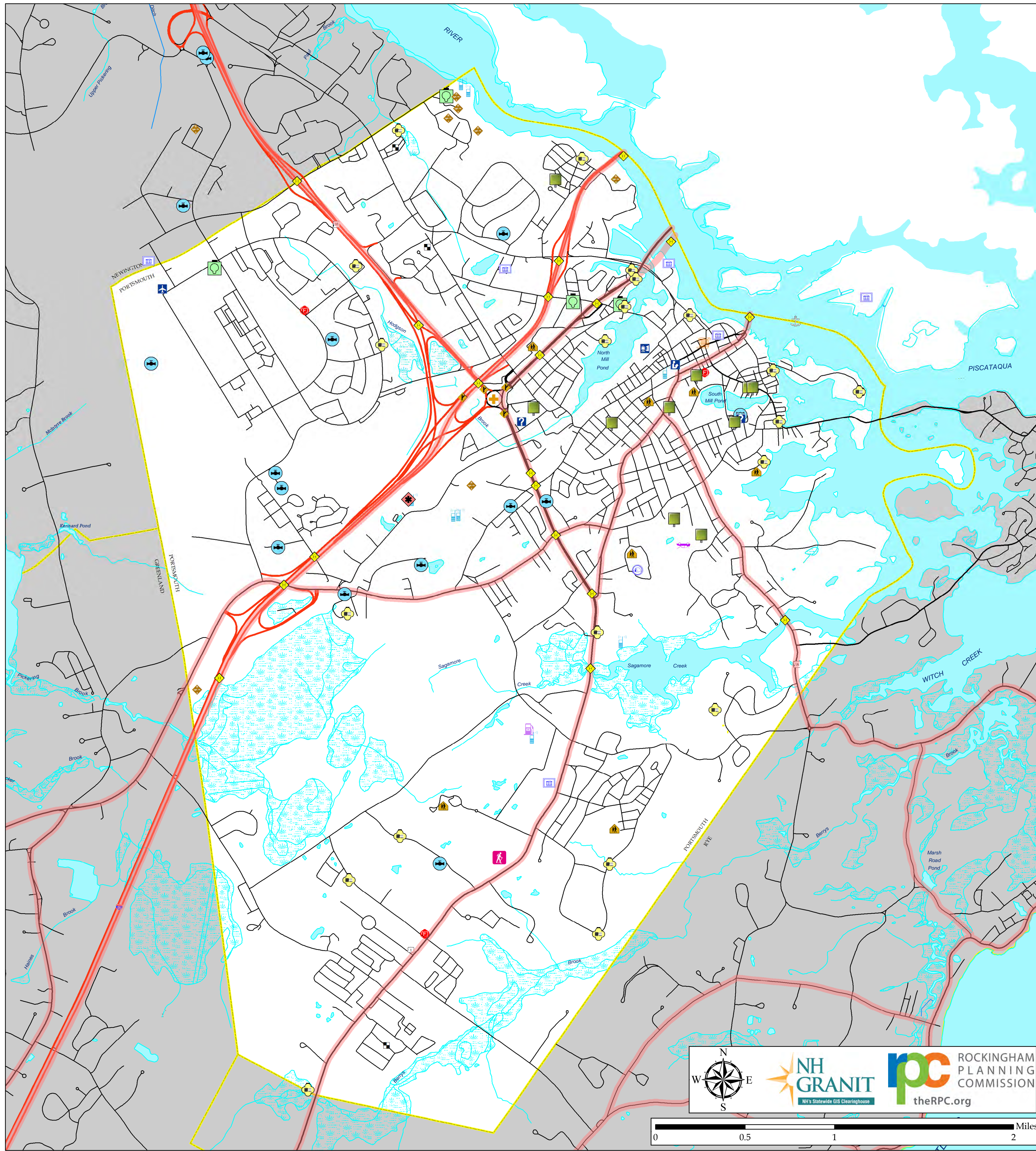
Critical Facility	Facility Type	City	Address
Portsmouth High School	Emergency Shelter	Portsmouth	50 Andrew Jarvis Dr.
Amerigas	Hazardous Material	Portsmouth	1407 NH 33
Irving Oil Terminal	Hazardous Material	Portsmouth	50 Pebble Way
LP Storage at Barberry Lane	Hazardous Material	Portsmouth	139 Barberry Lane
NHANG Fuel Tanks	Hazardous Material	Newington	400 Gosling Road
Schiller Station Coal Pile	Hazardous Material	Portsmouth	400 Gosling Road
Schiller Station Fuel Tanks A	Hazardous Material	Portsmouth	400 Gosling Road

Critical Facility	Facility Type	City	Address
Schiller Station Fuel Tanks B	Hazardous Material	Portsmouth	400 Gosling Road
Schiller Station Fuel Tanks C	Hazardous Material	Portsmouth	400 Gosling Road
Schiller Station Woodshed	Combustible Material	Portsmouth	400 Gosling Road
Portsmouth Atheneum	Historical Society	Portsmouth	9 Market Square
Portsmouth Library	Library	Portsmouth	125 Parrot Ave
Hillcrest Estates	Mfd Housing Park	Portsmouth	3201 Lafayette Rd.
Oriental Gardens	Mfd Housing Park	Portsmouth	Woodbury Ave.
Snug Harbor	Mfd Housing Park	Portsmouth	1338 Woodbury Ave.
Edgewood Center	Nursing Home	Portsmouth	928 South St.
Wentworth Senior Living	Nursing Home	Portsmouth	346 Pleasant St
Sunbridge Nursing Home	Nursing Home	Portsmouth	188 Jones Ave.
Atlantic Heights	Senior Housing Facility	Portsmouth	40 Bedford Way
Lafayette School	Senior Housing Facility	Portsmouth	100 Lafayette Road
Margeson Apartments	Senior Housing Facility	Portsmouth	245 Middle St.
Feaster Apartments	Senior Housing Facility	Portsmouth	140 Court St.
Woodbury Manor	Senior Housing Facility	Portsmouth	60 Manor Drive
Pleasant Street Apartments	Senior Housing Facility	Portsmouth	438 Pleasant St.
State Street Apartments	Senior Housing Facility	Portsmouth	948 State St.
Cottage Connors Cottage	Senior Housing Facility	Portsmouth	5 Junkins Ave
Water Country	Outdoor Recreation	Portsmouth	2300 Lafayette Rd.
Community Campus	Community Center	Portsmouth	100 Campus Dr.
Dondero Elementary School	School	Portsmouth	32 Van Buren Ave.
Little Harbour Elementary School	School	Portsmouth	50 Clough Dr.
New Franklin Elementary School	School	Portsmouth	1 Franklin Dr
Portsmouth High School	School	Portsmouth	50 Andrew Jarvis Dr.
Portsmouth Middle School	School	Portsmouth	155 Parrot Ave
Robert Lister Academy	School	Portsmouth	35 Sherburne Rd.
Seacoast Community School	School	Portsmouth	100 Campus Dr.
St. Patrick Academy	School	Portsmouth	315 Banfield Rd.
Agape School	Pre-school	Portsmouth	397 Lafayette Rd.
Early Learning Center at Temple Israel	Pre-school	Portsmouth	200 State St.
Portsmouth Head Start	Pre-school	Portsmouth	100 Campus Dr.
KinderCare Learning Center	Pre-school	Portsmouth	72 Mirona Rd.
Camp Seaweed	Child Care	Portsmouth	350 Banfield Rd.
Children's Garden	Child Care	Portsmouth	290 Peverly Hill Rd.

Critical Facility	Facility Type	City	Address
Discovery Child Enrichment Center	Child Care	Portsmouth	30 Rye St.
Little Blessings Child Care Center	Child Care	Portsmouth	1035 Lafayette Rd.
Pat's Family Group Child Care	Child Care	Portsmouth	1400 Woodbury Ave.
Dondero Peak/Community School	Child Care	Portsmouth	32 Van Buren Dr.
Place for Friends and Fun	Child Care	Portsmouth	400 Coolidge Dr.
Edgewood Learning Center	Child Care	Portsmouth	928 South St.
Great Bay Kids Company	Child Care	Portsmouth	81 New Hampshire Ave.
Unal Kaya Davis Childcare	Child Care	Portsmouth	347 Lincoln Ave.
Little Harbor Peak Program	On-site Child Care	Portsmouth	50 Clough Dr.
New Franklin Peak Program	On-site Child Care	Portsmouth	1 Franklin Dr.
Clipper Harbor	Congregate Care	Portsmouth	188 Jones Ave.
Great Bay Residential Facility	Congregate Care	Portsmouth	413 Lafayette Rd.
Inn at Edgewood	Congregate Care	Portsmouth	926 South St.
Chase Home for Children	Congregate Care	Portsmouth	698 Middle St.
Betty's Dream Rainbow Apartments	Housing Facility	Portsmouth	75 Longmeadow Rd.
Krepfels Center	Community Center	Portsmouth	100 Campus Dr.
New Heights	Community Center	Portsmouth	100 Campus Dr.
Seacoast District YMCA	Community Center	Portsmouth	550 Peverly Hill Rd.



# Map 3: Critical Facilities, Portsmouth, New Hampshire



## Critical Facilities

- Airport
- Bridge
- Cell Tower
- Emergency Fuel Storage
- Emergency Shelter
- Fire Station
- Government Facility
- Harbor
- Hazardous Material
- Historical Society
- Junkyard
- Library
- Major Intersection
- Medical Facility
- Mfd Housing Park
- Nursing Home
- Police Station
- Power Station/Substation
- Railroad
- Recreation - Outdoor
- School
- Sewage Facility
- Town Hall
- Water Facility

## BASE FEATURES

- Interstate
- US Route
- State Route
- Local
- Interstate Ramp
- Major Road Ramp
- Political Boundaries
- Stream or Shoreline
- Apparent Wetland Limit
- Intermittent Stream
- Other Surface Water Feature
- Wetlands (USGS)
- Surface Water Bodies
- Parcels

Base data (town boundaries, hydrography, roads, railroads and utility lines) are taken from the USGS Digital Line Graph data, 1:24,000, as archived in the GRANIT database at Complex Systems Research Center, Institute for the Study of Earth, Oceans and Space, University of New Hampshire, Durham, NH; 1992-1999. Roads have been updated from work done by Rockingham Planning Commission and NH Department of Transportation. Partial updates have been completed through 2000.



## CHAPTER V – POTENTIAL HAZARD DAMAGE

### Identifying Vulnerable Facilities and Calculating the Potential Loss

Numerous studies to identify areas in Portsmouth at risk of natural hazard, as well as options for mitigating hazards, have been completed by the City, Rockingham Planning Commission, and the State of New Hampshire. Several of these mitigation measures have been completed by the City, such as adopting an ordinance regulating development in extended flood hazard areas and assessing historic resources vulnerable to hazards, or are underway, such as the Climate Action Report, which will include city-wide mitigation and adaptation strategies. Preparing to protect Portsmouth’s wealth of cultural and historic resources is an important challenge facing the community.

### Flooding

The 2015 Portsmouth Vulnerability Assessment completed by the Rockingham Planning Commission reports that the greatest flood impacts will be to upland areas (particularly within the 100-year floodplain), tidal wetlands, and conserved wetlands. Moderate impacts are anticipated for roadways and critical facilities. Critical facilities impacted by flooding are sewage pump stations and stormwater outfalls. The City continues to work on redesigning and relocating utility infrastructure in the highest risk locations.

Geographically, flooding from the sea-level rise and storm surge scenarios will impact areas surrounding North Mill Pond, South Mill Pond, the South End, Peirce Island, Little Harbour, Sagamore Creek. These areas contain significant historical, cultural, and economic development resources, including Strawberry Banke and the Historic District, and the downtown business district, which is central to the Port of New Hampshire and the region’s tourism, recreation, and fisheries economy. Most of the land affected by projected sea-level rise and coastal storm flooding is located within the current 100-year floodplain with minor extension of flooding into the 500-year floodplain. The occurrence of the three sea-level rise scenarios within the 100-year floodplain provides the rationale to implement climate adaptation strategies within the current 100-year floodplain.

**Table 8 – Summary of 2015 Vulnerability Assessment Data**

Sea-Level Rise (SLR) Scenarios	SLR 1.7 feet	SLR 4.0 feet	SLR 6.3 feet	SLR 1.7 feet + storm surge	SLR 4.0 feet + storm surge	SLR 6.3 feet + storm surge
Infrastructure (# of sites)	23	30	35	33	40	54
Critical Facilities (# of sites)	0	0	11	8	11	11
Roadways (miles)	1.1	2.1	4.9	4.2	7.5	11.0
Uplands (acres)	104.5	197.3	313.9	287.7	406.6	534.6
Freshwater Wetlands (acres)	1.2	8.6	11.1	10.7	11.8	14.5
Tidal Wetlands (acres)	87.3	94.4	96.3	96.0	97.1	97.9
Conserved and Public Lands (acres)	52.2	64.7	76.1	73.6	85.0	95.4
100-year Floodplain (acres)	927.3	1,017.8	1,023.1	1,022.1	1,023.8	1,023.9
500-year Floodplain (acres)	927.3	1,017.9	1,028.8	1,028.0	1,030.8	1,031.3

The 2013 Coastal Resilience Initiative report completed by the City of Portsmouth modeled four sea-level rise scenarios – 7.5 feet, 11.5 feet, 13.5 feet and 18 feet – and recommends adaptation strategies including flood walls, tide gates, culvert replacements, and elevating roadways and properties. The report estimated the potential financial impact to buildings from flooding based on the monetary value of damages under each of SLR scenarios. Using 2013 property values, the flood impacts range from \$32 million under the 7.5 feet SLR scenario to \$600 million under the 18 feet SLR scenario.

In 2018 the city completed a Historic Resources Climate Change Vulnerability Assessment and Adaptation Plan. The plan integrated quantitative data, such as flood elevation, type of structure, and economic value, with qualitative data, such as National Park Service designations and historic survey, to develop the Historic Resource Valuation and Risk Assessment Map. The study area focused on target areas to evaluate the economic impact of flooding, including groundwater seepage, and sea-level rise – Strawberry Banke Museum, South End, North Mill Pond, Prescott Park, and the working waterfront. The Plan recommends changes to land use regulations, emergency preparedness, evacuation plans, and flood monitoring, and assesses options for fortifying, accommodating, and relocating historic resources.

The 2022 Seacoast Transportation Corridors Vulnerability Assessment completed by the Rockingham Planning Commission evaluated the impacts to travel in the region as the result of sea-level rise and storm surge along roadways in ten coastal communities, including Portsmouth. Roads assessed were Route 1A, Route 1B, Route 1, and I-95 – the primary roadways running from North-South – and Route 101 and Route 286 – the primary evacuation routes running East/West along New Hampshire’s coast. All these roads are vulnerable to sea-level rise and sea-level rise induced groundwater rise in certain areas. Flooding scenarios studied were 1 foot of sea-level rise (SLR), 1.7 feet SLR, 4.0 feet SLR, and 6.3 feet SLR. Table 8 depicts the roadway location in Portsmouth impacted under each SLR scenario.

**Table 9 – Portsmouth Roadway Locations Impacted by Sea-Level Rise**  
**Source: 2022 Seacoast Transportation Corridors Vulnerability Assessment**

SLR Scenario	1 feet SLR	1.7 feet SLR	4 feet SLR	6.3 feet SLR
<b>Locations</b>	none	none	State St./Daniel St. Marcy St. New Castle Ave. Parrott Ave. Junkins Ave. US 1 at Sagamore Creek	Market St./Russell St. Bartlett St. Richards Ave. Bridge St. NH 1B at Rye town line NH 1A at Sagamore Creek US 1 North of Sagamore Creek

Four feet of sea-level rise brings inundation to Junkins Ave., Parrott Ave., Marcy St., and State St./Daniel St. The segment of roadway underneath the Memorial Bridge ramp is inundated and traffic will need to be re-routed. Flooding along Marcy St. limits access to Prescott Park, Strawberry Banke, Pierce Islands, as well as many homes and businesses along the waterfront between Peirce Island Rd. and New Castle Ave. Impacts along the South Mill Pond affect Junkins Ave. and Parrott Ave. and limit accessibility to City Hall, the Public Library, and the Middle School. The Assessment included a site prioritization, with four locations in Portsmouth prioritized - State St./Daniel St. near the Memorial Bridge, Marcy St. near Prescott Park, Junkins Ave and Parrott Ave., and US 1 over Sagamore Creek.

### **Hurricane/ High Wind Events**

Hurricanes do affect the Northeast coast periodically. Since 1900, two hurricanes have made landfall in the State of New Hampshire. Due to the location of the City of Portsmouth most hurricanes would likely degrade to tropical storms by the time they impact the city. Even degraded hurricanes or tropical storms could still cause significant damage to the City of Portsmouth. Tornadoes are uncommon in New Hampshire and damage largely depends on where the tornado strikes. The potential loss posed by high wind events was calculated by multiplying the assessed value of structures by the percent of damage expected by the hazard event. The 2023 assessed value of all the residential and commercial structures in the City of Portsmouth was \$6,394,367,400. Assuming 1% to 5% damage, a hurricane or tornado could result in \$63,943,674 to \$3,197,183,700 of structure damage. The amount of damage caused by lightning will vary according to the type of structure hit and the type of contents inside.

### **Severe Winter Weather**

Heavy snowstorms typically occur during January and February. New England usually experiences at least one or two heavy snowstorms with varying degrees of severity each year. Power outages, extreme cold and impacts to infrastructure are all effects of winter storms that have been felt in Portsmouth in the past. All these impacts are a risk to the community, including isolation, especially of the elderly, and increased traffic accidents. Damage caused because of this type of hazard varies according to wind velocity, snow accumulation and duration. The potential loss posed by severe winter weather was calculated by multiplying the assessed value of structures by the percent of damage expected by the hazard event. The 2023 assessed value of all the residential and commercial structures in the City of Portsmouth was \$6,394,367,400. Assuming 1% to 5% damage, severe winter weather could result in \$63,943,674 to \$3,197,183,700 of structure damage. The amount of damage caused by lightning will vary according to the type of structure hit and the type of contents inside.

### **Wildfire**

The risk of fire is difficult to predict based on location. Forest fires are more likely to occur during years of drought. The areas identified as at risk of wildfire (Map 2: Past and Future Hazards) by the Hazard Mitigation Committee are in the southern half of the City of Portsmouth. These areas include large tracts of open vegetation including forests and wetlands. Drought conditions increase the risks of wildfire in these open vegetated areas.

### **Conflagration**

Conflagration, a large and damaging urban fire, is a potential hazard in the urban center of Portsmouth. This is due to the age and construction materials of many of the buildings. These structures are also built on small lots, close together. The risk of fire spreading from one building to an adjacent building is high. It is highly unlikely that a fire would burn a large portion of the city before being controlled by the fire department. The potential loss posed by conflagration was calculated by multiplying the assessed value of structures by the percent of damage expected by the hazard event. The 2023 assessed value of all the residential and commercial structures in the City of Portsmouth was \$6,394,367,400. Assuming 1% to 5% damage, conflagration could result in \$63,943,674 to \$3,197,183,700 of structure damage.

### **Extreme Temperatures**

The Committee determined that all parts of the City of Portsmouth are at risk of the impacts associated with extreme temperatures. Young and elderly populations are particularly vulnerable to heat stroke and the Emergency Management Coordinator can direct vulnerable residents and visitors to municipal cooling stations.

### **Drought**

Extended drought can impact municipal water supplies, private drinking wells, and make vegetated areas more susceptible to wildfire. There is no record of monetary damage in the City of Portsmouth related to drought. The 2015 Climate Resilience Evaluation and Awareness Exercise Tool and Report assesses drought impacts on water supply and coastal storm surge on water and wastewater infrastructure.

### **Earthquakes**

Earthquakes can cause buildings and bridges to collapse, disrupt utility infrastructure, and are often associated with landslides and flash floods. Four earthquakes in New Hampshire between 1924-1989 had magnitudes of 4.2 or more. Two of these occurred in Ossipee, one west of Laconia, and one near the Quebec border. If an earthquake were to impact the City of Portsmouth, buildings that are not built to a high seismic design level would be susceptible to structural damage. The potential loss posed by an earthquake was calculated by multiplying the assessed value of structures by the percentage of damage expected by the hazard event. The 2023 assessed value of all the residential and commercial structures in the City of Portsmouth was \$6,394,367,400. Assuming 1% to 5% damage, an earthquake could result in \$63,943,674 to \$3,197,183,700 of structure damage.

### **Climate Change**

The potential hazard damage from climate change is described above under flooding, extreme temperatures, and drought.

### **Infectious Disease**

Epidemics have the potential to cause a significant loss of life and/or widespread illness throughout the State, as well as cause disruptions to economies at all levels. The threat of a pandemic influenza, such as COVID-19, exemplifies a devastating situation where there may be an extreme shortage of essential service workers, a rapid transmission of disease from person-to-person, and no effective vaccination to prevent the illness. The monetary value of this impact cannot be determined.

## CHAPTER IV - EXISTING HAZARD MITIGATION PROGRAMS

Research shows how the climate of New Hampshire and the Seacoast region has changed over the past century and predicts the future climate of the region will be affected by human activities that are warming the planet. Overall, New England has been getting warmer and wetter over the last century and the rate of change has increased over the last four decades. As a coastal city on a tidal river, Portsmouth is increasingly vulnerable to storm surges and sea-level rise. Higher temperature events and more intense storm events will impact both the built and natural environments. To address these challenges, the City has proactively designed several hazard mitigation programs to increase mitigate the impacts of natural hazards and increase resiliency. Table 10 describes programs that are currently in place as hazard mitigation actions or strategies for Portsmouth.

**Table 10 - Existing Hazard Mitigation Programs for the City of Portsmouth**

Existing Hazard Mitigation Programs	Description	Recommended Actions
2025-2030 City Capital Improvements Plan	Prioritizes public improvements and infrastructure needs, including hazard mitigation and adaptation planning, and sets a six-year schedule and financing strategy	Review annually and revise every five years
2025 City Master Plan	Guides land use and development and provides comprehensive vision for the future	Review annually and update as needed
2024 City Climate Action Plan/Climate Future	Establishes climate mitigation targets including climate-smart land use	Review and update as needed
2024 City Zoning Ordinance	Includes floodplain development and shoreline development regulations, wetland buffer regulations, stormwater management	Review annually and revise as needed
2024 City Emergency Operations Plan	Establishes lines of responsibility during a disaster, as well as procedures and resources	Review annually and revise as needed
2023 Seabrook Station Radiological Emergency Plan	Plan for all the municipalities within 10 miles of Seabrook Station; Portsmouth is within the 50-mile radius	Reviewed annually
2022 Seacoast Transportation Corridors Vulnerability Assessment	Identifies and prioritizes roadways and travel corridors in the region at risk of flooding	Revise as needed
2022 City Open Space Plan	Identifies and prioritizes land for protection and includes climate resiliency objectives	Review annually and update as needed
2020 City Subdivision Regulations	Includes flood hazard areas, erosion and sediment control, and stormwater management regulations	Review annually and update as needed
2018 City Historic Properties Climate Change Vulnerability	Uses economic, historic, cultural, and flood water vulnerability measurements to	Review annually and update as needed



Assessment and Adaptation Plan	characterize, risk-assess, and prioritize key historic assets in the City	
2015 City Climate Resilience Evaluation and Awareness Exercise Tool and Report	Assesses risk of drought on drinking water supply and impacts of coastal storm surge on wastewater pump stations	Review annually and update as needed
2013 City Coastal Resilience Initiative	Identifies the impacts of climate change and recommends adaptation measures	Review annually and update as needed
2018 Building Codes	Set minimum safety requirements for residential and commercial buildings relative to hazards, including wind, rain, hail, and other natural hazards	Reviewed annually for compliance with state codes and updated as needed
2007 City Stormwater Management Master Plan	Details City's stormwater management plans to ensure water discharges comply with State of NH MS4 Permit requirements	Update needed
MS4 Permit Requirements	Permit requirements include enhanced post-construction stormwater management, limits on impervious cover, and retrofitting stormwater management infrastructure	Review annually
Emergency Services	Emergency services are provided by Police and Fire Departments in cooperation with other municipal departments, including Emergency Management, Public Works, Health, and Welfare	Emergency service personnel participate in on-going training related to hazard mitigation prevention and response
Emergency Communication Center	Assists the fire department, police department, emergency medical services, and public works	Emergency service personnel participate in on-going training related to hazard mitigation prevention and response
Mutual Aid Agreements	Seacoast Chief Fire Officers Mutual Aid District (SCFOMAD), includes southeastern NH, southern ME, and northeastern MA, assets include a Mobile Command Unit; Seacoast Technical Assistance Response Team (START) is a subsidiary of SCFOMAD and provides all-hazard and all-planning emergency hazardous materials response	Reviewed annually and updated as needed
Public Education and Outreach	City Emergency Management oversees extensive and inclusive public messaging about hazard mitigation and hazard events with information shared on social media, City website and newsletters	Identify stakeholders to assist City with additional messaging relative to hazard mitigation and emergency preparedness

## CHAPTER VII – POTENTIAL MITIGATION ACTIONS

The Hazard Mitigation Committee reviewed the City’s existing hazard mitigation programs described in Table 10 and mitigation actions listed in the *2013 FEMA Mitigation Ideas Resource Guide* to develop a comprehensive list of potential mitigation actions, listed below in Table 11. Actions listed in the 2017 Plan were also reviewed by the Committee to determine if they were relevant to this Plan Update and if the action was completed, ongoing, or no longer necessary and removed. Actions were ranked in five mitigation categories – prevention, preparedness, structural protection, emergency services, and public information and involvement, as well as by the type of hazards mitigated. Many new actions were identified by the Committee, incorporating recommended actions outlined in many climate adaptation and resilience reports completed by the City.

**Table 11: Potential Mitigation Actions**

Mitigation Strategies or Action	Mitigation Category	Natural Hazard(s) Mitigated	Description	Status 2024: New/Completed/Deferred/ Removed
Develop vegetation setbacks plan	Prevention	Wildfire	Manage vegetation setbacks in areas at risk of wildfire	Removed
Complete culvert replacements in multiple locations	Preparedness, Prevention	Flooding	Replace undersized and improperly sited culverts in locations prone to flooding	Complete and ongoing with additional culvert installation ongoing throughout the life of this Plan
Create shelter at New Franklin School	Emergency Services	All Hazards	New Franklin School is located outside of the floodplain	Removed
Increase GIS capacity for real-time emergency access	Emergency Services	All Hazards	Allows increased efficiency in dispatching emergency services	Completed
Review Building Codes for wind and earthquake standards	Structural Protection	High Wind, Earthquake	Continue researching current codes for high wind	Completed for wind Removed for earthquake
Acquire new imagery of the city	Emergency Services	All Hazards	Imagery benefits City’s mitigation and emergency services	Completed
Purchase fixed electronic variable message boards	Emergency Services	All Hazards	Enable timely communication about hazard preparation and hazard events with the public	Completed and ongoing with new message boards being purchased throughout the life of this Plan
Purchase new vacuum truck	Prevention, Emergency Services	Flooding	Used as part of stormwater management program; truck is shared with other	Completed

Mitigation Strategies or Action	Mitigation Category	Natural Hazard(s) Mitigated	Description	Status 2024: New/Completed/ Deferred/ Removed
			communities as part of a regional mutual aid program	
Acquire backup power for municipal and school buildings and wells	Emergency Services	All Hazards	Backup power would enable these buildings to serve as emergency shelters	Completed and ongoing with new generators being purchased throughout the life of this Plan
Update City's stormwater management plan	Prevention, Structural Protection	Flooding	Stormwater management is difficult in the City's densely developed down City	Completed
Purchase and install signs indicating evacuation routes in parking garages and lots	Emergency Services	All Hazards	Signs would inform visitors and residents of routes identified in the Traffic Hazard Management Plan	Completed and ongoing with new signs being installed throughout the life of this Plan
Improve mutual aid for water support	Emergency Services	Conflagration, Wildfire, Drought	Mutual aid would assure adequate water supply for firefighting	Completed
Protect wastewater pump stations from flooding	Structural Protection	Flooding, including sea-level rise and storm surge	Wastewater pump stations are in areas prone to flooding and sea level rise	Some sites completed and others ongoing throughout the life of this Plan
Develop an urban forestry management plan to reduce fire risk	Prevention, Emergency Services	Conflagration, Wildfire	Identify areas of fire risk in urban areas and develop a management plan	Removed
Study improvement of water transmission from Bellamy Reservoir	Property Protection, Emergency Services	Fire, Drought	Increase the efficiency of transmitting water from Bellamy Reservoir in Madbury to City	Partially completed and ongoing throughout the life of this Plan
Protect historic structures in Prescott Park during stormwater management and climate adaptation infrastructure retrofits	Property Protection	Flooding, including sea-level rise and coastal storm surge	Historic structures in Prescott Park are at risk of damage during construction and installation of upgraded stormwater management and climate adaptation infrastructure	New
Complete Fleet Street sewer separation feasibility study	Structural Protection	Flooding	Project includes water, sewer, and drainage upgrades to improve stormwater management	New

Mitigation Strategies or Action	Mitigation Category	Natural Hazard(s) Mitigated	Description	Status 2024: New/Completed/ Deferred/ Removed
Complete Capacity Management Plan for Public Works Department	Emergency Services	All Hazards	Efficient management of Public Works resources (staff, equipment, training) is needed to reduce the risk of natural hazards	New
Complete Mechanic Street pump station upgrade	Structural Protection	Flooding, including sea-level rise and coastal storm surge	Mechanic Street sewer pump station is at risk of inundation from rising sea-levels and coastal storm surge	New
Formalize agreements for pre-treatment of industrial wastewater	Structural Protection, Natural Resource Protection	Protects human health and the environment	Pre-treating industrial wastewater will improve water quality discharged from the wastewater treatment plant	New
Establish a groundwater monitoring program to measure groundwater flows and the impacts of tidal intrusion on infrastructure	Structural Protection, Property Protection	Flooding, including sea-level rise and coastal storm surge	Coastal storm surge, rising sea-levels, and saltwater intrusion threaten infrastructure and land	New
Rebuild Junkins Avenue causeway to prevent flooding of roadway	Structural Protection	Flooding, including sea-level rise and coastal storm surge	Junkins Avenue is a critical roadway, serving the Police Dept., City Hall, Senior Housing, Middle School, and Public Library	New
Purchase cots and storage trailers for City Health Department for use at emergency shelters	Emergency Services	All Hazards	Health Department needs cots and storage trailers for use at emergency shelters	New
Convert City garage to a secure and climate-controlled storage for Health Department supplies	Emergency Services	All Hazards	Health Department needs secure and climate-controlled storage for supplies	New
Conduct climate change vulnerability assessments every five years	Prevention, Property Protection, Structural Protection,	Climate Change, including flooding, sea-level rise,	Climate change science and data is updated frequently, and accurate vulnerability assessments are needed to	New

Mitigation Strategies or Action	Mitigation Category	Natural Hazard(s) Mitigated	Description	Status 2024: New/Completed/ Deferred/ Removed
	Emergency Services, Public Information and Involvement, Natural Resource Protection	coastal storm surge, extreme precipitation, extreme temperatures, drought	guide City policies and programs	
Continue allocating funds through the CIP for land conservation and natural resource protection projects identified in the City Open Space Plan, including salt marsh and coastal land protection	Prevention, Property Protection, Structural Protection, Natural Resource Protection	Flooding, Hurricane, Coastal Storms, Climate Change, Drought	Conserving undeveloped land from development enables increase resiliency in the form of flood storage, salt marsh and wetland migration, water quality and quantity protection	New
Increase public education and outreach about the types of hazards impacting Portsmouth, the public's role in stormwater management, and pre-disaster mitigation	Public Information and Involvement	All Hazards	The City maintains a robust public information program with opportunities for sharing more information about hazard mitigation and emergency preparedness	New
Update City Stormwater Management Infrastructure Master Plan	Prevention, Structural Protection	Flooding	An update to the 2007 Stormwater Management Infrastructure Master Plan is needed to enable accurate and efficient stormwater management	New
Provide safe pedestrian and bike access into and out of the downtown, including accessing the rail trail	Emergency Services	All Hazards		New
Develop and adopt an MOU with Seacoast Public Health Network to	Emergency Services	Infectious Diseases	Partnering with Seacoast Public Health Network strengthens the City's capacity to serve residents	New

Mitigation Strategies or Action	Mitigation Category	Natural Hazard(s) Mitigated	Description	Status 2024: New/Completed/ Deferred/ Removed
strengthen the partnership with the City during public health emergencies			during an infectious disease outbreak	
Partner with State, Seacoast Municipalities, and the Red Cross to identify a regional emergency shelter location	Emergency Services	All Hazards	A regional emergency shelter location is needed away from the coast for all hazards, especially hurricanes and coastal storms	New
Expand urban tree planting program	Prevention	Extreme Heat	Increasing the number of trees in urban areas can reduce temperatures, mitigating impacts of extreme heat on public health	New



## CHAPTER VIII - FEASIBILITY AND PRIORITIZATION OF PROPOSED MITIGATION ACTION

The goal of each strategy or action is reduction or prevention of damage from a hazard event. To determine their effectiveness in accomplishing this goal, a set of criteria was applied to each proposed strategy. A set of questions developed by the Committee that included the STAPLEE method was developed to rank the proposed mitigation actions. The STAPLEE method analyzes the Social, Technical, Administrative, Political, Legal, Economic and Environmental aspects of a project and is commonly used by public administration officials and planners for making planning decisions. The following questions were asked about the proposed mitigation strategies identified in Table 11:

- Does it reduce disaster damage?
- Does it benefit the environment?
- Does it meet regulations?
- Will historic structures be saved or protected?
- Does it help achieve other community goals?
- Could it be implemented quickly?

### STAPLEE criteria:

- **Social:** Is the proposed strategy socially acceptable to the community? Are there equity issues involved that would mean that one segment of the community is treated unfairly?
- **Technical:** Will the proposed strategy work? Will it create more problems than it solves?
- **Administrative:** Can the community implement the strategy? Is there someone to coordinate and lead the effort?
- **Political:** Is the strategy politically acceptable? Is there public support both to implement and to maintain the project?
- **Legal:** Is the community authorized to implement the proposed strategy? Is there a clear legal basis or precedent for this activity?
- **Economic:** What are the costs and benefits of this strategy? Does the cost seem reasonable for the size of the problem and the likely benefits?
- **Environmental:** How will the strategy impact the environment? Will the strategy need environmental regulatory approvals?

Each proposed mitigation strategy was evaluated using the above criteria and assigned a score (Good = 3, Average = 2, Poor = 1) based on the above criteria. An evaluation chart with total scores for each strategy can be found in the collection of individual tables under Table 12.

After each strategy was evaluated and prioritized according to the final score. The highest scoring strategies were determined to be of more importance, economically, socially, environmentally, and politically feasible and, hence, prioritized over those that were lower scoring. This prioritizing was used as a basis for developing the Action Plan outlined in Table 13.

**Table 12.1 Complete culvert replacements in multiple locations**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	2
<b>Score</b>	<b>37</b>

**Table 12.2 Purchase fixed electronic variable message boards**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	2
Does it benefit the environment?	1
Does it meet regulations?	1
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>29</b>

**Table 12.3 Acquire backup power for municipal and school buildings and wells**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	3
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>39</b>

**Table 12.4 Purchase and install signs indicating evacuation routes**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	2
Does it benefit the environment?	1
Does it meet regulations?	2
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>30</b>

**Table 12.5 Protect wastewater pump stations from flooding**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	2
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	2
<b>Score</b>	<b>35</b>

**Table 12.6 Study improvement of water transmission from Bellamy Reservoir**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	2
<b>P:</b> Is it Politically acceptable?	2
<b>L:</b> Is there Legal authority to implement?	2
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	1
<b>Score</b>	<b>30</b>

**Table 12.7 Protect historic structures in Prescott Park during infrastructure retrofits**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	2
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	2
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	2
<b>E:</b> Are other Environmental approvals required?	1
<b>Score</b>	<b>33</b>

**Table 12.8 Complete Fleet St. sewer separation study**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	2
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	1
<b>Score</b>	<b>33</b>

**Table 12.9 Complete capacity management plan for Public Works Dept.**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>38</b>

**Table 12.10 Complete Mechanic St. pump station upgrade**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	2
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	2
<b>Score</b>	<b>35</b>



**Table 12.11 Formalize agreements for pre-treatment of industrial wastewater**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>35</b>

**Table 12.12 Establish groundwater monitoring program**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>35</b>

**Table 12.13 Rebuild Junkins Ave. causeway to prevent flooding of roadway**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	1
<b>Score</b>	<b>32</b>

**Table 12.14 Purchase cots and trailers for Health Dept.**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	3
Does it benefit the environment?	1
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>32</b>

**Table 12.15 Convert City garage to secure and climate-controlled storage for Health Dept. supplies**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	3
Does it benefit the environment?	1
Does it meet regulations?	2
Will historic structures be saved or protected?	1
Could it be implemented quickly?	3
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>33</b>

**Table 12.16 Conduct climate change vulnerability assessments every five years**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>38</b>

**Table 12.17 Continue allocating funds through CIP for land conservation projects**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	2
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>36</b>

**Table 12.18 Increase public education and outreach about hazards mitigation**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	2
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	3
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>35</b>

**Table 12.19 Update Stormwater Management Infrastructure Master Plan**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	3
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	3
Will historic structures be saved or protected?	3
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>38</b>

**Table 12.20 Provide safe pedestrian and bike access into and out of downtown**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	2
Will historic structures be saved or protected?	1
Could it be implemented quickly?	3
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>34</b>

**Table 12.21 Develop and adopt an MOU with Seacoast Public Health Network to strengthen the partnership with the City during public health emergencies**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	1
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>33</b>

**Table 12.21 Partner with the State, Seacoast municipalities, and the Red Cross to identify a regional emergency shelter location**

Criteria	Evaluation Rating (1-3)
Does it reduce disaster damage?	1
Does it contribute to other goals?	3
Does it benefit the environment?	1
Does it meet regulations?	3
Will historic structures be saved or protected?	1
Could it be implemented quickly?	1
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>31</b>



**Table 12.22 Expand urban tree planting program**

<b>Criteria</b>	<b>Evaluation Rating (1-3)</b>
Does it reduce disaster damage?	2
Does it contribute to other goals?	3
Does it benefit the environment?	3
Does it meet regulations?	1
Will historic structures be saved or protected?	1
Could it be implemented quickly?	2
<b>S:</b> Is it Socially acceptable?	3
<b>T:</b> Is it Technically feasible and potentially successful?	3
<b>A:</b> Is it Administratively workable?	3
<b>P:</b> Is it Politically acceptable?	3
<b>L:</b> Is there Legal authority to implement?	3
<b>E:</b> Is it Economically beneficial?	3
<b>E:</b> Are other Environmental approvals required?	3
<b>Score</b>	<b>33</b>

## CHAPTER IX – IMPLEMENTATION SCHEDULE FOR PRIORITY MITIGATION ACTIONS

This step involves developing an action plan that outlines who is responsible for implementing each of the prioritized strategies determined in the previous step, as well as when and how the actions will be implemented. The following questions were asked to develop an implementation schedule for the identified priority mitigation strategies:

**WHO?** Who will lead the implementation efforts? Who will put together funding requests and applications?

**HOW?** How will the community fund these projects? How will the community implement these projects? What resources will be needed to implement these projects?

**WHEN?** When will these actions be implemented, and in what order?

Table 13 is the Action Plan. In addition to the prioritized mitigation projects, Table 14 includes the responsible party (WHO), how the project will be supported (HOW), and what the timeframe is for implementation of the project (WHEN).

**Table 13: Action Plan for Proposed Mitigation Actions**

Score	Project	Responsibility/ Oversight	Funding/ Support	Estimated Cost	Timeframe
39	Purchase and install backup power for municipal and school buildings, water wells, and wastewater pumps	DPW	City/State Grants/ Federal Grants	\$500,000	Short Term 1 year
38	Conduct climate change vulnerability assessments every five years	Planning and Sustainability/ DPW	City/State Grants/ Federal Grants	\$120,000	Long Term 3-5 years
38	Complete capacity management plan for Public Works Department	DPW	City	\$200,000	Medium Term 2-3 years
38	Update Stormwater Management Infrastructure Master Plan	DPW	City/State Grants/ Federal Grants	\$200,000	Medium Term 2-3 years
37	Complete culvert replacements in multiple locations	DPW	City/State Grants/ Federal Grants	\$5M	Long Term 3-5 years
36	Allocate funds through CIP for land conservation projects	Planning and Sustainability	City/State Grants/ Federal Grants	\$750,000	Long Term 3-5 years

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Score	Project	Responsibility/ Oversight	Funding/ Support	Estimated Cost	Timeframe
35	Protect wastewater pump stations from flooding	DPW	City/State Grants/Federal Grants	\$2M	Long Term 3-5 years
35	Increase public education and outreach about hazard mitigation	EMD/EMC	City/State Grants/Federal Grants	\$150,000	Short Term 1 year
35	Complete Mechanic Street pump station upgrade	DPW	City/State Grants/Federal Grants	\$20M	Long Term 3-5 years
35	Formalize agreements for pretreatment of industrial wastewater	DPW	City/State Grants/Federal Grants	\$400,000	Short Term 1 year
35	Establish groundwater monitoring program	DPW	City/State Grants/Federal Grants	\$300,000	Medium Term 2-3 years
34	Provide safe pedestrian and bike access into and out of downtown	DPW	City/State Grants/Federal Grants	\$150,000	Short Term 1 year
33	Protect historic structures in Prescott Park during stormwater management retrofits	DPW	City/State Grants/Federal Grants	\$8M	Long Term 3-5 years
33	Complete Fleet Street sewer separation feasibility study	DPW	City/State Grants/Federal Grants	\$16M	Long Term 3-5 years
33	Expand urban tree planting program	DPW	City/State Grants/Federal Grants	\$150,000	Short Term 1 year
33	Convert City garage to secure storage for Health Dept.	DPW/Health Dept.	City/State Grants/Federal Grants	\$50,000	Short Term 1 year
33	Develop and adopt an MOU with Seacoast Public Health Network	EMD/EMC/ Health Dept.	City/State Grants/Federal Grants	\$10,000	Short Term 1 year
32	Purchase cots and trailers for Health Dept.	EMD/EMC/ Health Dept.	City/State Grants/Federal Grants	\$250,000	Short Term 1 year
31	Partner with State, Seacoast municipalities, Red Cross to identify regional shelter location	EMD/EMC	City/State Grants/Federal Grants	\$50,000	Long Term 3-5 years
30	Purchase and install sign indicating evacuation routes	DPW	City/State Grants/Federal Grants	\$10,000	Short Term 1 year

Score	Project	Responsibility/ Oversight	Funding/ Support	Estimated Cost	Timeframe
30	Study improvement of water transmission from Bellamy Reservoir	DPW	City/State Grants/Federal Grants	\$28M	Long Term 3-5 years
29	Purchase fixed electronic variable message boards	EMD/EMC/DPW	City/State Grants/Federal Grants	\$200,00	Short Term 1 year

## CHAPTER X- INCORPORATING, MONITORING, EVALUATING, AND UPDATING THE PLAN

### **Incorporating the Plan into Existing Planning Mechanisms**

Upon review and approval by FEMA and the State of New Hampshire Homeland Security and Emergency Management, the Hazard Mitigation Plan Update 2024 will be adopted by the Portsmouth City Council as a standalone document and as an appendix of the City's Emergency Operations Plan (EOP). The Plan Update will be consulted during updates to the Master Plan and Capital Improvement Plan (CIP). The Planning Board is responsible for updating the Master Plan and CIP and will review the Action Plan during each update. The Planning Board in conjunction with Emergency Management Director and Emergency Management Coordinator will determine what items can and should be added to the CIP based on the City's annual budget and sources of other funding. Considerations about future land use and proximity to current and potential hazard areas need to be inherently part of the planning process. NH RSA 674:2 III (e) gives cities the authority to include a natural hazards section, which documents the physical characteristics, severity, and extent of any potential natural hazards to the community, within the framework of a Master Plan.

### **Monitoring, Evaluating and Updating the Plan**

Recognizing that many mitigation projects are ongoing, and that while in the implementation stage communities may suffer budget cuts, experience staff turnover, or projects may fail altogether, a good plan needs to provide for periodic monitoring and evaluation of its successes and failures and allow for updates of the Plan where necessary.

To track progress and update the Mitigation Strategies identified in the Action Plan, the Hazard Mitigation Committee shall remain active and will revisit the Plan annually and after each natural hazard event. These reviews will assess the Plan's effectiveness, accuracy, and completeness in achieving its stated purpose and goals. Plan reviews will also address the recommended improvements to the Plan as contained in the FEMA plan review checklist and any weaknesses the City identified that the Plan did not adequately address. Plan reviews will also incorporate any new information based on changing conditions in land use, hazard types, vulnerable populations, and climate change. The Emergency Management Director and Emergency Management Coordinator are responsible for initiating these reviews and will involve appropriate stakeholders via public meetings, presentations to governing bodies, neighborhood-specific meetings, climate change planning forums, and soliciting feedback via the City's website and social media accounts. The Plan will also be thoroughly updated every five years.

In keeping with the process of adopting the 2024 Plan Update, a public meeting to receive public comment on Plan maintenance and updating will be held during any review of the Plan. This publicly noticed meeting will allow for members of the community not involved in developing the Plan to provide input and comments each time the Plan is revised. The final revised Plan will

be adopted by the City Council appropriately, at a second publicly noticed meeting, and posted on the City website to enable public review.

Changes should be made to the Plan to accommodate for projects that have failed or are not considered feasible after a review of their consistency with STAPLEE, the timeframe, the community's priorities, and funding resources. Priorities that were not ranked highly initially, but identified as potential mitigation strategies, should be reviewed during the monitoring and update of this Plan to determine feasibility of future implementation.



## Appendix A - Summary of Hazard Mitigation Strategies

<https://www.fema.gov/node/mitigation-ideas-resource-reducing-risk-natural-hazards>

### I. RIVERINE AND COASTAL FLOOD MITIGATION

**A. PREVENTION** - Prevention measures are intended to keep the problem from occurring in the first place, and/or keep it from getting worse. Future development should not increase flood damage. Building, zoning, planning, and/or code enforcement officials usually administer preventative measures.

- **Planning and Zoning** - Land use plans are put in place to guide future development, recommending where - and where not - development should occur. Sensitive and vulnerable lands can be designated for uses that would not be incompatible with occasional flood events - such as parks or wildlife refuges. A Capital Improvements Program can recommend the setting aside of funds for public acquisition of these designated lands. The zoning ordinance can regulate development in these sensitive areas by limiting or preventing some or all development - for example, by designating floodplain overlay, conservation, or agricultural districts.
- **Open Space Preservation** - Preserving open space is the best way to prevent flooding and flood damage. Open space preservation should not, however, be limited to the flood plain, since other areas within the watershed may contribute to controlling the runoff that exacerbates flooding. Land Use and Capital Improvement Plans should identify areas to be preserved by acquisition and other means, such as purchasing easements. Aside from outright purchase, open space can also be protected through maintenance agreements with the landowners, or by requiring developers to dedicate land for flood flow, drainage and storage.
- **Floodplain Development Regulations** - Floodplain development regulations typically do not prohibit development in the special flood hazard area, but they do impose construction standards on what is built there. The intent is to protect roads and structures from flood damage and to prevent development from aggravating the flood potential. Floodplain development regulations are generally incorporated into subdivision regulations, building codes, and floodplain ordinances, which either stand-alone or are contained within a zoning ordinance.

**Subdivision Regulations:** These regulations govern how land will be divided into separate lots or sites. They should require that any flood hazard areas be shown on the plat, and that every lot has a buildable area that is above the base flood elevation.

**Building Codes:** Standards can be incorporated into building codes that address flood proofing for all new and improved or repaired buildings.

**Floodplain Ordinances:** Communities that participate in the National Flood Insurance Program are required to adopt the minimum floodplain management regulations, as developed by FEMA. The regulations set minimum standards for subdivision regulations and building codes. Communities may adopt more stringent standards than those set forth by FEMA.

- **Stormwater Management** - Development outside of a floodplain can contribute significantly to flooding by covering impervious surfaces, which increases storm water runoff. Storm water management is usually addressed in subdivision regulations. Developers are typically required to build retention or detention basins to minimize any increase in runoff caused by new or expanded

impervious surfaces, or new drainage systems. Generally, there is a prohibition against storm water leaving the site at a rate higher than it did before the development. One technique is to use wet basins as part of the landscaping plan of a development. It might even be possible to site these basins based on a watershed analysis. Since detention only controls the runoff rates and not volumes, other measures must be employed for storm water infiltration - for example, swales, infiltration trenches, vegetative filter strips, and permeable paving blocks.

- **Drainage System Maintenance** - Ongoing maintenance of channel and detention basins is necessary if these facilities are to function effectively and efficiently over time. A maintenance program should include regulations that prevent dumping in or altering watercourses or storage basins; regrading and filling should also be regulated. Any maintenance program should include a public education component, so that the public becomes aware of the reasons for the regulations. Many people do not realize the consequences of filling a ditch or wetland or regrading their yard without concern for runoff patterns.

**B. PROPERTY PROTECTION** - Property protection measures are used to modify buildings subject to flood damage, rather than to keep floodwaters away. These may be less expensive to implement, as they are often carried out on a cost-sharing basis. In addition, many of these measures do not affect a building's appearance or use, which makes them particularly suitable for historical sites and landmarks.

- **Relocation** - Moving structures out of the floodplain is the surest and safest way to protect against damage. Relocation is expensive, however, so this approach will probably not be used except in extreme circumstances. Communities that have areas subject to severe storm surges, ice jams, etc. might want to consider establishing a relocation program, incorporating available assistance.
- **Acquisition** - Acquisition by a governmental entity of land in a floodplain serves two main purposes: (1) it ensures that the problem of structures in the floodplain will be addressed; and (2) it has the potential to convert problem areas into community assets, with accompanying environmental benefits. Acquisition is more cost effective than relocation in those areas that are subject to storm surges, ice jams, or flash flooding. Acquisition, followed by demolition, is the most appropriate strategy for those buildings that are simply too expensive to move, as well as for dilapidated structures that are not worth saving or protecting. Relocation can be expensive; however, there are government grants and loans that can be applied toward such efforts.
- **Building Elevation** - Elevating a building above the base flood elevation is the best on-site protection strategy. The building could be raised to allow water to run underneath it, or fill could be brought in to elevate the site on which the building sits. This approach is cheaper than relocation and tends to be less disruptive to a neighborhood. Elevation is required by law for new and substantially improved residences in a floodplain and is commonly practiced in flood hazard areas nationwide.
- **Floodproofing** - If a building cannot be relocated or elevated, it may be floodproofed. This approach works well in areas of low flood threat. Flood proofing can be accomplished through barriers to flooding, or by treatment to the structure itself.

Barriers: Levees, floodwalls, and berms can keep floodwaters from reaching a building. These are useful, however, only in areas subject to shallow flooding.

Dry Flood proofing: This method seals a building against the water by coating the walls with waterproofing compounds or plastic sheeting. Openings, such doors, windows, etc. are closed either permanently with removable shields or with sandbags.

Wet Flood proofing: This technique is usually considered a last resort measure since water is intentionally allowed into the building to minimize pressure on the structure. Approaches range from moving valuable items to higher floors to rebuilding the floodable area. An advantage over other approaches is that simply by moving household goods out of the range of floodwaters, thousands of dollars can be saved in damages.

- **Sewer Backup Protection** - Storm water overloads can cause backup into basements through sanitary sewer lines. Houses that have any kind of connection to a sanitary sewer system - whether it is downspouts, footing drain tile, and/or sump pumps, can be flooded during a heavy rain event. To prevent this, there should be no such connections to the system, and all rain and ground water should be directed onto the ground, away from the building. Other protections include:

Floor drain plugs and floor drain standpipe, which keep water from flowing out of the lowest opening in the house.

Overhead sewer - keeps water in the sewer line during a backup.

Backup valve - allows sewage to flow out while preventing backups from flowing into the house.

- **Insurance** - Above and beyond standard homeowner insurance, there is other coverage a homeowner can purchase to protect against flood hazard. Two of the most common are National Flood Insurance and basement backup insurance.

National Flood Insurance: When a community participates in the National Flood Insurance Program, any local insurance agent can sell separate flood insurance policies under rules and rates set by FEMA. Rates do not change after claims are paid because they are set on a national basis.

Basement Backup Insurance: National Flood Insurance offers an additional deductible for seepage and sewer backup, provided there is a general condition of flooding in the area that was the proximate cause of the basement getting wet. Most exclude damage from surface flooding that would be covered by the NFIP.

**C. NATURAL RESOURCE PROTECTION** - Preserving or restoring natural areas or the natural functions of floodplain and watershed areas provide the benefits of eliminating or minimizing losses from floods, as well as improving water quality and wildlife habitats. Parks, recreation, or conservation agencies usually implement such activities. Protection can also be provided through various zoning measures that are specifically designed to protect natural resources.

- **Wetlands Protection** - Wetlands can store large amounts of floodwater, slowing and reducing downstream flows, and filtering the water. Any development that is proposed in a wetland is regulated by either federal and/or state agencies. Depending on the location, the project might fall under the jurisdiction of the U.S. Army Corps of Engineers, which in turn, calls upon several other agencies to review the proposal. In New Hampshire, the N.H. Wetlands Board must approve any project that impacts a wetland. And many communities in New Hampshire also have local wetland ordinances. Generally, the goal is to protect wetlands by preventing development that would adversely affect them. Mitigation techniques are often employed, which might consist of creating a wetland on another site to replace what would be lost through the development. This is not an ideal practice, however, since it takes many years for a new wetland to achieve the same level of quality as an existing one.
- **Erosion and Sedimentation Control** - Controlling erosion and sediment runoff during construction and on farmland is important, since eroding soil will typically end up in downstream waterways. And, because sediment tends to settle where the water flow is slower, it will gradually fill in channels and lakes, reducing their ability to carry or store floodwaters. Practices to reduce erosion and sedimentation have two principal components: (1) minimize erosion with vegetation and (2) capture sediment before it leaves the site. Slowing the runoff increases infiltration into the soil, thereby controlling the loss of topsoil from erosion and the resulting sedimentation. Runoff can be slowed by vegetation, terraces, contour strip farming, no-till farm practices, and impoundments (such as sediment basins, farm ponds, and wetlands).
- **Best Management Practices** - Best Management Practices (BMPs) are measures that reduce nonpoint source pollutants that enter waterways. Nonpoint source pollutants are carried by storm water to waterways, and include such things as lawn fertilizers, pesticides, farm chemicals, and oils from street surfaces and industrial sites. BMPs can be incorporated into many aspects of new developments and ongoing land use practices. In New Hampshire, the Department of Environmental Services has developed best management practices for a range of activities, from farming to earth excavations.

**D. EMERGENCY SERVICES** - Emergency services protect people during and after a flood. Many communities in New Hampshire have emergency management programs in place, administered by an emergency management director (very often the local police or fire chief).

- **Flood Warning** - On large rivers, the National Weather Service handles early recognition. Communities on smaller rivers must develop their own warning systems. Warnings may be disseminated in a variety of ways, such as sirens, radio, television, mobile public-address systems, or door-to-door contact. It seems that multiple or redundant systems are the most effective, giving people more than one opportunity to be warned.
- **Flood Response** - Flood response refers to actions that are designed to prevent or reduce damage or injury, once a flood threat is recognized. Such actions and the appropriate parties include activating the emergency operations center (emergency director), sandbagging designated areas (public works department), closing streets and bridges (police department), shutting off power to threatened areas (utilities), releasing children from school (school

district), ordering an evacuation (selectmen/city council/emergency director), opening evacuation shelters (churches, schools, Red Cross, municipal facilities).

These actions should be part of a flood response plan, which should be developed in coordination with the persons and agencies that share the responsibilities. Drills and exercises should be conducted so that the key participants know what they are supposed to do.

- **Critical Facilities Protection** - Protecting critical facilities is vital, since expending efforts on these facilities can draw workers and resources away from protecting other parts of the community. Buildings or locations vital to the flood response effort:
  - emergency operations centers
  - police and fire stations
  - hospitals
  - highway garage
  - selected roads and bridges
  - evacuation routes
  - buildings or locations that, if flooded, would create secondary disasters
  - hazardous materials facilities
  - water/wastewater treatment plants
  - schools
  - nursing homes

All such facilities should have their own flood response plan that is coordinated with the community's plan. Nursing homes, other public health facilities, and schools will typically be required by the state to have emergency response plans in place.

- **Health and Safety Maintenance** - The flood response plan should identify appropriate measures to prevent danger to health and safety. Such measures include:
  - patrolling evacuated areas to prevent looting
  - providing safe drinking water
  - vaccinating residents for tetanus
  - clearing streets
  - cleaning up debris

The plan should also identify which agencies will be responsible for carrying out the identified measures. A public information program can be helpful to educate residents on the benefits of taking health and safety precautions.

**Structural Projects** - Structural projects are used to prevent floodwater from reaching properties. These are all man-made structures and can be grouped into the six types of discussed below. The shortcomings of structural approaches are that they can be very expensive, they disturb the land, disrupt natural water flows, and destroy natural habitats, they are built to an anticipated flood event, and may be exceeded by a greater-than-expected flood, and they can create a false sense of security.

**Reservoirs** - Reservoirs control flooding by holding water behind dams or in storage basins. After a flood peaks, water is released or pumped out slowly at a rate the river downstream can handle.

Reservoirs are suitable for protecting existing development, and they may be the only flood control measure that can protect development close to a watercourse. They are most efficient in deeper valleys or on smaller rivers where there is less water to store. Reservoirs might consist of man-made holes dug to hold the approximate amount of floodwaters, or even abandoned quarries. As with other structural projects, reservoirs:

- are expensive
- occupy a lot of land
- require periodic maintenance
- may fail to prevent damage from floods that exceed their design levels
- may eliminate the natural and beneficial functions of the floodplain

Reservoirs should only be used after a thorough watershed analysis that identifies the most appropriate location and ensures that they would not cause flooding somewhere else. Because they are so expensive and usually involve more than one community, they are typically implemented with the help of state or federal agencies, such as the Army Corps of Engineers.

**Levees/Floodwalls** - Probably the best known structural flood control measure is either a levee (a barrier of earth) or a floodwall made of steel or concrete erected between the watercourse and the land. If space is a consideration, floodwalls are typically used, since levees need more space. Levees and floodwalls should be set back out of the floodway, so that they will not divert floodwater onto other properties.

**Diversions** - A diversion is simply a new channel that sends floodwater to a different location, thereby reducing flooding along an existing watercourse. Diversions can be surface channels, overflow weirs, or tunnels. During normal flows, the water stays in the old channel. During flood flows, the stream spills over the diversion channel or tunnel, which carries the excess water to the receiving lake or river.

Diversions are limited by topography; they won't work everywhere. Unless the receiving water body is relatively close to the flood prone stream and the land in between is low and vacant, the cost of creating a diversion can be prohibitive. Where topography and land use are not favorable, a more expensive tunnel is needed. In either case, care must be taken to ensure that the diversion does not create a flooding problem somewhere else.

**Channel Modifications** - Channel modifications include making a channel wider, deeper, smoother, or straighter. These techniques will result in more water being carried away, but, as with other techniques mentioned, it is important to ensure that the modifications do not create or increase a flooding problem downstream.

**Dredging:** Dredging is often cost-prohibitive because the dredged material must be disposed of somewhere else, and the stream will usually fill back in with sediment. Dredging is usually undertaken only on larger rivers, and then only to maintain a navigation channel.



Drainage modifications: These include man-made ditches and storm sewers that help drain areas where the surface drainage system is inadequate or where underground drainage ways may be safer or more attractive. These approaches are usually designed to carry the runoff from smaller, more frequent storms.

**Storm Sewers** - Mitigation techniques for storm sewers include installing new sewers, enlarging small pipes, street improvements, and preventing back flow. Because drainage ditches and storm sewers convey water faster to other locations, improvements are only recommended for small local problems where the receiving body of water can absorb the increased flows without increased flooding.

In many developments, streets are used as part of the drainage system, to carry or hold water from larger, less frequent storms. The streets collect runoff and convey it to a receiving sewer, ditch, or stream. Allowing water to stand in the streets and then draining it slowly can be a more effective and less expensive measure than enlarging sewers and ditches.

**Public Information** - Public information activities are intended to advise property owners, potential property owners, and visitors about the hazards associated with a property, ways to protect people and property from these hazards, and the natural and beneficial functions of a floodplain.

- **Map Information** - Flood maps developed by FEMA outline the boundaries of the flood hazard areas. These maps can be used by anyone interested in a property to determine if it is flood prone. These maps are available from FEMA, the NH Office of Emergency Management, the NH Office of State Planning, or your regional planning commission.

**Outreach Projects** - Outreach projects are proactive; they give the public information even if they have not asked for it. Outreach projects are designed to encourage people to seek out more information and take steps to protect themselves and their properties. Examples of outreach activities include:

- Mass mailings or newsletters and e-newsletters to all residents
- Posting resource information on town website and social media accounts
- Notices directed to floodplain residents
- Displays in public buildings, malls, etc.
- Newspaper articles and special sections
- Radio and TV news releases and interview shows
- A local flood proofing video for cable TV programs and to loan to organizations
- A detailed property owner handbook tailored for local conditions
- Presentations at meetings of neighborhood groups

Research has shown that outreach programs work, although awareness is not enough. People need to know what they can do about the hazards, so projects should include information on protection measures. Research also shows that locally designed and run programs are much more effective than national advertising.

**Real Estate Disclosure** - Disclosure of information regarding flood-prone properties is important if potential buyers are to be able to mitigate damage. Federally regulated lending institutions are required to advise applicants that a property is in a floodplain. However, this requirement needs to be met only

five days prior to closing, and by that time, the applicant is typically committed to the purchase. State laws and local real estate practice can help by making this information available to prospective buyers early in the process.

**Library** - Your local library can serve as a repository for pertinent information on flooding and flood protection. Some libraries also maintain their own public information campaigns, augmenting the activities of the various governmental agencies involved in flood mitigation.

**Technical Assistance** - Certain types of technical assistance are available from the NFIP Coordinator, FEMA, and the Natural Resources Conservation District. Community officials can also set up a service delivery program to provide one-on-one sessions with property owners. An example of technical assistance is the flood audit, in which a specialist visits a property. Following the visit, the owner is provided with a written report, detailing the past and potential flood depths, and recommending alternative protection measures.

**Environmental Education** - Education can be a great mitigating tool, if people can learn what not to do before damage occurs. And the sooner the education begins, the better. Environmental education programs for children can be taught in the schools, park and recreation departments, conservation associations, or youth organizations. An activity can be as involved as course curriculum development or as simple as an explanatory sign near a river. Education programs do not have to be limited to children. Adults can benefit from knowledge of flooding and mitigation measures. And decision-makers, armed with this knowledge, can make a difference in their communities.

## II. EARTHQUAKES

- **PREVENTIVE** - Planning/zoning to keep critical facilities away from fault lines.  
Planning, zoning and building codes to avoid areas below steep slopes or soils subject to liquefaction.  
Building codes to prohibit loose masonry, overhangs, etc.
- **PROPERTY PROTECTION:**  
Acquire and clear hazard areas.  
Retrofitting to add braces, remove overhangs.  
Apply mylar to windows and glass surfaces to protect from shattering glass.  
Tie down major appliances provide flexible utility connections.  
Earthquake insurance riders.
- **EMERGENCY SERVICES** - Earthquake response plans to account for secondary problems, such as fires and hazardous materials spills.  
Slope stabilization.

## III. DAM FAILURE

- **PREVENTIVE:**  
Dam failure inundation maps.  
Planning/zoning/open space preservation to keep area clear.  
Building codes with flood elevation based on dam failure.  
Dam safety inspections.  
Draining the reservoir when conditions appear unsafe.

- **PROPERTY PROTECTION** - Acquisition of buildings in the path of a dam breach flood. Flood insurance.
- **EMERGENCY SERVICES** - Dam conditioning monitoring; warning and evacuation plans based on dam failure.
- **EMERGENCY SERVICES** - Dam improvements, spillway enlargements. Remove unsafe dams.

#### **IV. WILDFIRES AND CONFLAGRATION**

- **PREVENTIVE:**

Zoning districts reflect fire risk zones.

Planning and zoning to restrict development in areas near fire protection and water resources.

Requiring new subdivisions to space buildings, provide firebreaks, on-site water storage, wide roads multiple accesses.

Building code standards for roof materials, spark arrestors.

Maintenance programs to clear dead and dry bush, trees.

Regulation of open fires.

- **PROPERTY PROTECTION:**

Retrofitting of roofs and adding spark arrestors.

Landscaping to keep bushes and trees away from structures.

Insurance rates based on distance from fire protection.

- **NATURAL RESOURCE PROTECTION** - Prohibit development in high-risk areas.

- **EMERGENCY SERVICES** - Fire Fighting

#### **V. WINTER STORMS, HURRICANES, AND HIGH WIND EVENTS**

- **PREVENTIVE** - Building code standards for light frame construction, especially for wind-resistant roofs.

- **PROPERTY PROTECTION:**

Storm shutters and windows

Hurricane straps on roofs and overhangs

Seal outside and inside of storm windows and check seals in spring and fall.

Family and/or company severe weather action plan & drills - include a NOAA weather radio, designate a shelter area or location, keep a disaster supply kit, including stored food and water, keep snow removal equipment in good repair; have extra shovels, sand, rock, salt and gas, know how to turn off water, gas, and electricity at home or work

- **NATURAL RESOURCE PROTECTION** - Maintenance program for trimming tree and shrubs

- **EMERGENCY SERVICES** - Early warning systems/NOAA Weather Radio Evacuation Plans

#### **VI. DROUGHT**

- **PREVENTIVE** – Assess vulnerability to drought risk, develop criteria for drought-related actions.

- **PROPERTY PROTECTION** - Regularly check for leaks to minimize water supply losses

- **NATURAL RESOURCE PROTECTION** – Require water conservation during drought emergencies

- **EMERGENCY SERVICES** – Monitor drought conditions

**VII. EXTREME TEMPERATURES**

• **PREVENTITIVE:**

Increase awareness of extreme temperature risk and safety through public education and outreach

Reduce urban heat island effect by increasing tree plantings

Assist vulnerable populations

• **PROPERTY PROTECTION:**

Educate residents on how to protect pipes from freezing

Add building insulation to walls and attics

• **NATURAL RESOURCE PROTECTION** – Monitor drought conditions during periods of extreme heat

• **EMERGENCY SERVICES** – Identify at-risk populations, establish and promote accessible heating and cooling centers

**VIII. CLIMATE CHANGE – see strategies listed above**

**IX. INFECTIOUS DISEASE** - [https://www.fema.gov/sites/default/files/2020-07/fema\\_r2\\_guide-to-connecting-mitigation-public-health\\_booklet.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_r2_guide-to-connecting-mitigation-public-health_booklet.pdf)

• **PREVENTATIVE** – Combine risk awareness and emergency preparedness campaigns with public health campaigns

• **PROPERTY PROTECTION** – Zoning changes to enable safe and flexible use of public spaces

• **NATURAL RESOURCE PROTECTION** – Maintain public open spaces to provide safe recreational opportunities

• **EMERGENCY SERVICES** – Collaborate with health services and mental health providers

## Appendix B – Technical and Financial Assistance for Hazard Mitigation

Local Municipalities must have a FEMA-approved Hazard Mitigation Plan to be eligible for Hazard Mitigation Assistance Grants. Consult with your NH Homeland Security and Emergency Management Field Representative about active funding opportunities.

**HAZARD MITIGATION GRANT PROGRAM (HMGP)** - Authorized under Section 404 of the Stafford Act, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

Hazard Mitigation Grant Program funding is only available in States following a Presidential disaster declaration. Eligible applicants are:

- State and local governments
- Indian tribes or other tribal organizations
- Certain private non-profit organization

Individual homeowners and businesses may not apply directly to the program; however, a community may apply on their behalf. HMGP funds may be used to fund projects that will reduce or eliminate the losses from future disasters. Projects must provide a long-term solution to a problem, for example, elevation of a home to reduce the risk of flood damage as opposed to buying sandbags and pumps to fight the flood. In addition, a project's potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage.

**PRE-DISASTER MITIGATION GRANTS PROGRAM** – The Pre-Disaster Mitigation Grants Program provides technical and financial assistance to States and local governments for cost-effective pre-disaster hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property. FEMA provides grants to States and Federally recognized Indian tribal governments that, in turn, provide sub-grants to local governments (to include Indian Tribal governments) for mitigation activities such as planning, and the implementation of projects identified through the evaluation of natural hazards.

**FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM** - FEMA provides funding to assist States and communities in implementing measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program (NFIP). There are three types of grants available under FMA: Planning, Project, and Technical Assistance Grants. FMA Planning Grants are available to States and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for FMA Project Grants. FMA Project Grants are available to States and NFIP participating communities to implement measures to reduce flood losses. Ten percent of the Project Grant is made available to States as a Technical Assistance

Grant. These funds may be used by the State to help administer the program. Communities receiving FMA Planning and Project Grants must participate in the NFIP.

#### **EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**GUIDELINES** - Emergency Management Performance Grant (EMPG Program) funding is available to local communities and eligible Agencies for projects that fall in FOUR general areas of Emergency Management: Planning activities; Training activities; Drills and Exercises; and Emergency Management Administration. Contact Heather Dunkerley at NHHSEM,

The following list of possible projects and activities is meant to guide you in selecting projects for an EMA Grant Submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect local needs based on local capability assessments and local hazards.

#### **Planning Activities may include:**

- Develop a Hazard Mitigation Plan for your community.
- Prepare a hazard mitigation project proposal for submission to NHHSEM.
- Create, revise, or update Dam Emergency Action plans.
- Update your local Emergency Operations Plan (EOP). Consider updating a number of specific annexes each year to ensure that the entire plan is updated at least every four years.
- If applicable, develop or incorporate a regional HazMat Team Annex into your EOP.
- Develop an Anti-Terrorism Annex into your EOP.
- Develop a local/regional Debris Management Annex into your EOP.
- Develop and maintain pre-scripted requests for additional assistance (from local area public works, regional mutual aid, State resources, etc.) and local declarations of emergency.
- Develop and maintain written duties and responsibilities for EOC staff positions and agency representatives.
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Prepare a submission for nomination as a “Project Impact” Community.

#### **Training Activities may include:**

- Staff members attend training courses at the Emergency Management Institute.
- Staff members attend a “field delivered” training course conducted by NHHSEM.
- Staff members attend other local, State, or nationally sponsored training events, which provides skills or knowledge relevant to emergency management.
- Staff members complete one or more FEMA Independent Study Courses.
- Identify and train a pre-identified local damage assessment team.

#### **Drills and Exercises might include:**

- Conduct multi-agency EOC Exercise (Tabletop or Functional) and forward an Exercise Evaluation Report, including after action reports, to NHHSEM (external evaluation of exercises is strongly encouraged). Drills or Exercises might involve any of the following scenarios:
  - Hurricane Exercise
  - Terrorism Exercise
  - Severe Storm Exercise
  - Communications Exercise
  - Mass Causality Exercise involving air, rail, or ship transportation accident



- Participate in multi-State or multi-Jurisdictional Exercise and forward Exercise Report to NHHSEM.
- HazMat Exercise with Regional HazMat Teams
- NHHSEM Communications Exercises
- Observe or evaluate State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing, and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating Mass Care, HazMat, Terrorism, and Special Events Exercises.
- Administrative Projects and Activities may include:
- Maintain an Emergency Operations Center (EOC) and alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a Call-Down List for EOC staff.
- Establish and maintain Emergency Response/Recovery Resource Lists.
- Develop or Update Emergency Management Mutual Aid Agreements with a focus on Damage Assessment, Debris Removal, and Resource Management.
- Develop and maintain written duties and responsibilities for EOC staff positions and agency representatives.
- Develop or Update Procedures for tracking of disaster-related expenses by local agencies.

**FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM** - FMA was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101) with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP). FMA regulations can be found in 44 CFR Part 78. Funding for the program is provided through the National Flood Insurance Fund. FMA is funded at \$20 million nationally. FMA provides funding to assist States and communities in implementing measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program (NFIP).

There are three types of grants available under FMA: Planning, Project, and Technical Assistance Grants. FMA Planning Grants are available to States and communities to prepare Flood Mitigation Plans. NFIP-participating communities with approved Flood Mitigation Plans can apply for FMA Project Grants. FMA Project Grants are available to States and NFIP participating communities to implement measures to reduce flood losses. Ten percent of the Project Grant is made available to States as a Technical Assistance Grant. These funds may be used by the State to help administer the program. Communities receiving FMA Planning and Project Grants must participate in the NFIP. A few examples of eligible FMA projects include: the elevation, acquisition, and relocation of NFIP-insured structures.

States are encouraged to prioritize FMA project grant applications that include repetitive loss properties. The FY 2001 FMA emphasis encourages States and communities to address target repetitive loss properties identified in the Agency's Repetitive Loss Strategy. These include structures with four or more losses, and structures with 2 or more losses where cumulative payments have exceeded the property value. State and communities are also encouraged to develop Plans that address the mitigation of these target repetitive loss properties.

## Appendix C - Saffir/Simpson Hurricane Scale

This scale can be used to give an estimate of the potential property damage and flooding expected along the coast with a hurricane.

Category	Definition	Effects
One	Winds 74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal road flooding and minor pier damage
Two	Winds 96-110 mph	Some roofing material, door, and window damage buildings. Considerable damage to vegetation, mobile homes, and piers. Coastal and low-lying escape routes flood 2-4 hours before arrival of center. Small craft in unprotected anchorages break moorings.
Three	Winds 111-130 mph	Some structural damage to small residences and utility buildings with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures with larger structures damaged by floating debris. Terrain continuously lower than 5 feet ASL may be flooded inland 8 miles or more.
Four	Winds 131-155 mph	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach. Major damage to lower floors of structures near the shore. Terrain continuously lower than 10 feet ASL may be flooded requiring massive evacuation of residential areas inland as far as 6 miles.
Five	Winds greater than 155 mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Major damage to lower floors of all structures located less than 15 feet ASL and within 500 yards of the shoreline. Massive evacuation of residential areas on low ground within 5 to 10 miles of the shoreline may be required.

## Appendix D - Enhanced Fujita Tornado Damage Scale

<b>The Enhanced Fujita Scale</b>			
F-Scale Number	Potential Damage	Wind Speed	Type of Damage
F0	Light	65 – 85 mph	Little to no damage to man-made structures. Breaks branches off trees; pushes over shallow-rooted trees; damages signs
F1	Moderate	86 – 110 mph	Beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off roads; Moderate damage.
F2	Considerable	111 – 135 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars from trains pushed over; large trees snapped or uprooted; light object missiles generated.
F3	Severe	136 – 165 mph	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted; heavy cars lifted and thrown.
F4	Devastating	166 – 200 mph	Well-constructed houses leveled; structures with weak foundations blown away some distance; cars thrown and large missiles generated.
F5	Incredible	Over 200 mph	Strong frame houses leveled off foundations and carried considerable distances; automobile-sized missiles fly through the air in excess of 109 yards; trees debarked; steel reinforced concrete structures badly damaged. Complete devastation.

## Appendix E - The Richter Magnitude Scale

### Earthquake Severity

Magnitudes	Earthquake Effects
Less than 3.5	Generally, not felt but recorded.
3.5-5.4	Often felt, but rarely causes damage.
Under 6.0	At most slight damage to well-designed buildings. Can cause major damage to poorly constructed buildings over small regions.
6.1-6.9	Can be destructive in areas up to about 100 kilometers across where people live.
7.0-7.9	Major earthquake. Can cause serious damage over larger areas.
8 or greater	Great earthquake. Can cause serious damage in areas several hundred kilometers across.

**The Richter Magnitude Scale** - Seismic waves are the vibrations from earthquakes that travel through the Earth; they are recorded on instruments called seismographs. Seismographs record a zig-zag trace that shows the varying amplitude of ground oscillations beneath the instrument. Sensitive seismographs, which greatly magnify these ground motions, can detect strong earthquakes from sources anywhere in the world. The time, locations, and magnitude of an earthquake can be determined from the data recorded by seismograph stations.

Earthquakes with magnitude of about 2.0 or less are usually call microearthquakes; they are not commonly felt by people and are generally recorded only on local seismographs. Events with magnitudes of about 4.5 or greater - there are several thousand such shocks annually - are strong enough to be recorded by sensitive seismographs all over the world. Great earthquakes, such as the 1964 Good Friday earthquake in Alaska, have magnitudes of 8.0 or higher. On average, one earthquake of such size occurs somewhere in the world each year. The Richter Scale has no upper limit. Recently, another scale called the moment magnitude scale has been devised for more precise study of great earthquakes. The Richter Scale is not used to express damage. An earthquake in a densely populated area which results in many deaths and considerable damage may have the same magnitude as a shock in a remote area that does nothing more than frightens wildlife. Large-magnitude earthquakes that occur beneath the oceans may not even be felt by humans.

## Appendix F – Thunderstorm Criteria

### Extreme Weather Madness Thunderstorm Criteria

THUNDERSTORM TYPES	Rainfall Rate/hr	MAX WIND GUST	HAIL SIZE	PEAK TORNADO Possibility	LIGHTNING FREQUENCY (5 min Intervals)	Darkness Factor	STORM IMPACT
T-1 – Weak thunderstorms or Thundershowers	.03-.10	< 25 MPH	None	None	Only a few strikes during the storm.	Slightly Dark. Sunlight may be seen under the storm.	1. No damage. 2. Gusty winds at times.
T-2 – Moderate Thunderstorms.	.10”-.25”	25-40 MPH	None	None	Occasional 1-10	Moderately Dark. Heavy downpours may cause the need for car lights.	1. Heavy downpours. 2. Occasional lightning. 3. Gusty winds. 4. Very little damage. 5. Small tree branches may break 6. Lawn furniture moved around
T-3 – Heavy Thunderstorms 1. Singular or lines of storms.	.25”-.55”	40-57 MPH	1/4 “ to 3/4”	EF0	Occasional to Frequent 10-20	Dark. Car lights used. Visibility low in heavy rains. Cars may pull off the road.	1. Minor Damage. 2. Downpours that produce some flooding on streets. 3. Frequent lightning could cause house fires. 4. Hail occurs within the downpours. 5. Small branches are broken. 6. Shingles are blown off roofs.
T-4 – Intense Thunderstorms 1. Weaker supercells 2. Bow Echos or lines of Storms	.55” – 1.25”	58 to 70 MPH	1” to 1.5”	EF0 to EF2	Frequent 20-30	Very Dark. Car lights used. Some street lights come on.	1. Moderate Damage. 2. Heavy rains can cause flooding to streams and creeks. Roadway flooding. 3. Hail can cause dents on cars and cause crop damage. 4. Wind damage to trees and buildings. 5. Tornado damage. 6. Power outages
T-5 – Extreme Thunderstorms 1. Supercells with family of tornadoes. 2. Derecho Windstorms	1.25” – 4”	Over 70 Mph	Over 1.5” to 4”	EF3 to EF5	Frequent to Continuous. > 30	Pitch Black, Street Lights come on. House lights maybe used	1. Severe Damage to Trees and Property. Damage is widespread. 2. Flooding rains. 3. Damaging hail. 4. Damaging wind gusts to trees and buildings. 5. Tornadoes F3-F5 or family of tornadoes can occur. Tornadoes can cause total devastation. 6. Widespread power outages.

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## Appendix G - Lightning Risk Definitions

<b>Lightning Risk Definitions</b>	
<b>Low Risk</b>	Thunderstorms are only expected to be isolated or widely scattered in coverage (20 Percent Chance). Atmospheric conditions do not support frequent cloud-to-ground lightning strikes.
<b>Moderate Risk</b>	Thunderstorms are forecast to be scattered in coverage (30-50 Percent Chance). Atmospheric conditions support frequent cloud-to-ground lightning strikes.
<b>High Risk</b>	Thunderstorms are forecast to be numerous or widespread in coverage (60-100 Percent Chance). Atmospheric conditions support continuous and intense cloud-to-ground lightning strikes.

## Appendix H - Hail Size Description Chart

Hail Size Description Chart		
Hailstone size	Measurement	
	in.	cm.
bb	< 1/4	< 0.64
pea	1/4	0.64
dime	7/10	1.8
penny	3/4	1.9
nickel	7/8	2.2
quarter	1	2.5
half dollar	1 1/4	3.2
golf ball	1 3/4	4.4
billiard ball	2 1/8	5.4
tennis ball	2 1/2	6.4
baseball	2 3/4	7.0
softball	3.8	9.7
Compact disc / DVD	4 3/4	12.1

Note: Hail size refers to the **diameter** of the hailstone.

## Appendix I - Sperry-Pitz Ice Accumulation Index

The Sperry-Pitz Ice Accumulation Index, or "SPIA Index" – Copyright, February, 2009






ICE DAMAGE INDEX	DAMAGE AND IMPACT DESCRIPTIONS
<b>0</b>	Minimal risk of damage to exposed utility systems; no alerts or advisories needed for crews, few outages.
<b>1</b>	Some isolated or localized utility interruptions are possible, typically lasting only a few hours. Roads and bridges may become slick and hazardous.
<b>2</b>	Scattered utility interruptions expected, typically lasting 12 to 24 hours. Roads and travel conditions may be extremely hazardous due to ice accumulation.
<b>3</b>	Numerous utility interruptions with some damage to main feeder lines and equipment expected. Tree limb damage is excessive. Outages lasting 1 – 5 days.
<b>4</b>	Prolonged & widespread utility interruptions with extensive damage to main distribution feeder lines & some high voltage transmission lines/structures. Outages lasting 5 – 10 days.
<b>5</b>	Catastrophic damage to entire exposed utility systems, including both distribution and transmission networks. Outages could last several weeks in some areas. Shelters needed.

(Categories of damage are based upon combinations of precipitation totals, temperatures and wind speeds/directions.)



## Appendix J - NOAA U.S. Drought Monitor Scale

### *Intensity:*

	D0 Abnormally Dry
	D1 Drought - Moderate
	D2 Drought - Severe
	D3 Drought - Extreme
	D4 Drought - Exceptional

## Appendix K - Class of Wildfire and Wildland Urban Zones

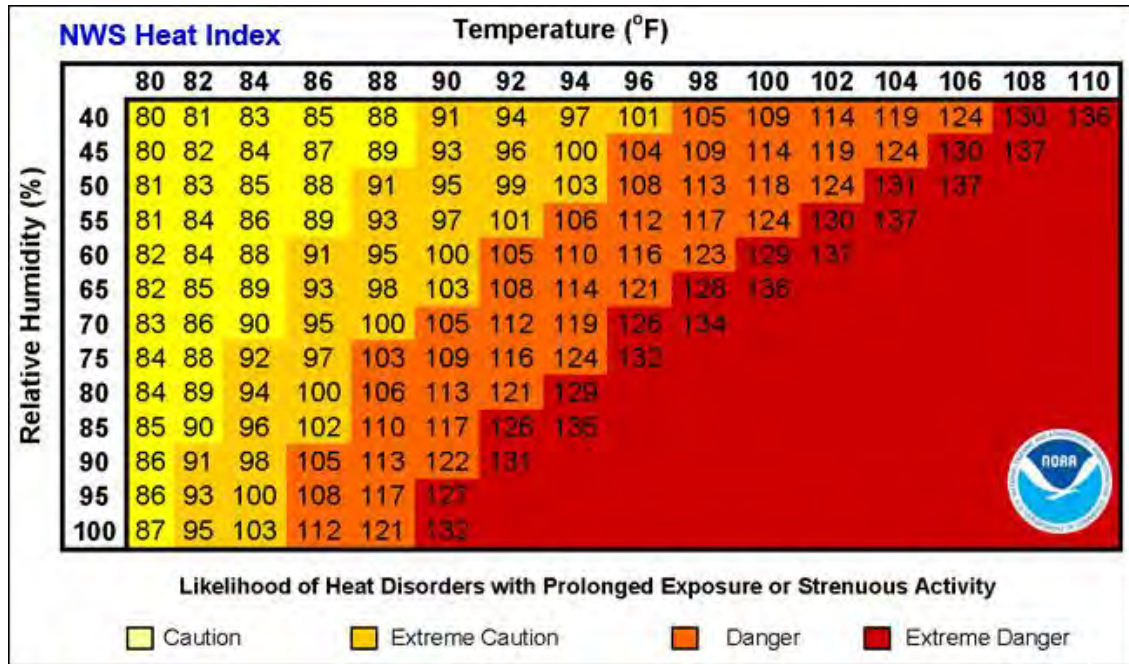
### **Size Class of Fire**

- Class A - one-fourth acre or less;
- Class B - more than one-fourth acre, but less than 10 acres;
- Class C - 10 acres or more, but less than 100 acres;
- Class D - 100 acres or more, but less than 300 acres;
- Class E - 300 acres or more, but less than 1,000 acres;
- Class F - 1,000 acres or more, but less than 5,000 acres;
- Class G - 5,000 acres or more.

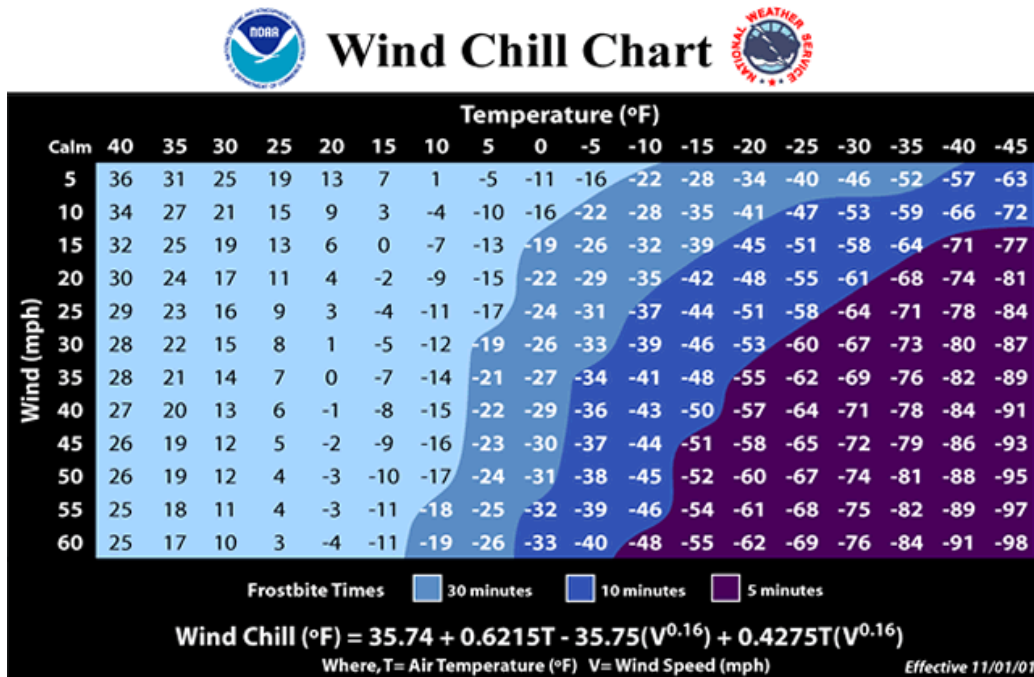
**Table 4: E-Scale Building Construction Classes and Attributes**

<b>WUI scale</b>	<b>Building Construction Class</b>	<b>Ignition Vulnerabilities from Embers and Fire</b>	<b>Building Construction and Landscaping Attributes for Protection against Embers</b>
E1 or F1	WUI 1	None	Normal Construction Requirements: <ul style="list-style-type: none"> <li>- Maintained Landscaping</li> <li>- Local AHJ-Approved Access for firefighting equipment</li> </ul>
E2 or F2	WUI 2	In this area, highly volatile fuels could be ignited by embers. Weathered, dry combustibles with large surface areas can become targets for ignition from embers.	Low Construction Hardening Requirements: <ul style="list-style-type: none"> <li>- Treated combustibles allowed on structure</li> <li>- Attached treated combustibles allowed</li> <li>- Treated combustibles allowed around structure</li> <li>- Low flammability plants</li> <li>- Irrigated and well maintained Landscaping</li> <li>- Local AHJ-Approved Access for firefighting equipment</li> </ul>
E3 or F3	WUI 3	Exposed combustibles are likely to ignite in this area from high ember flux or high heat flux	Intermediate Construction Hardening Requirements: <ul style="list-style-type: none"> <li>- No exposed combustibles on structure</li> <li>- Combustibles placed well away from structure</li> <li>- Low flammability plants</li> <li>- Irrigated and well maintained landscaping</li> <li>- Local AHJ-Approved Access for firefighting equipment</li> </ul>
E4 or F4	WUI 4	Ignition of combustibles from direct flame contact is likely.	High Construction Hardening Requirements: <ul style="list-style-type: none"> <li>- No exposed combustibles</li> <li>- All vents, opening must be closed</li> <li>- Windows and doors must be covered with insulated non-combustible coverings.</li> <li>- Irrigated and well maintained low flammability landscaping</li> <li>- Local AHJ-Approved Access for firefighting equipment</li> </ul>

## Appendix L - Extreme Temperatures Heat Index



## Appendix M – Wind Chill Chart



## Appendix N - Definition of Infectious Diseases – Mayo Clinic

Infectious diseases are disorders caused by organisms — such as bacteria, viruses, fungi or parasites. Many organisms live in and on our bodies. They're normally harmless or even helpful. But under certain conditions, some organisms may cause disease.

Some infectious diseases can be passed from person to person. Some are transmitted by insects or other animals. And you may get others by consuming contaminated food or water or being exposed to organisms in the environment.

Signs and symptoms vary depending on the organism causing the infection, but often include fever and fatigue. Mild infections may respond to rest and home remedies, while some life-threatening infections may need hospitalization.

Many infectious diseases, such as measles and chickenpox, can be prevented by vaccines. Frequent and thorough hand-washing also helps protect you from most infectious diseases.

## Appendix O - Documentation of Planning Process

To initiate the Plan Update process, the City Manager/Emergency Management Director and Fire Chief/Emergency Management Coordinator invited Department Heads from all City departments to participate in the Plan Update, as well as representatives from the Portsmouth business community, academia, and organizations serving vulnerable populations. Plan Update development occurred at a very rapid pace due to funding delays and the existing Plan expiration deadline, with meetings held on April 18, 2024, and June 26, 2024. The Hazard Mitigation Committee included the individuals listed below.

Plan Update Committee Member Name	Plan Update Committee Member Title
Karen Conrad	City Manager/Emergency Management Director, City of Portsmouth
William McQuillen	Fire Chief/Emergency Management Coordinator, City of Portsmouth
Jason Gionet	Assistant Fire Chief, City of Portsmouth
Mark Newport	Police Chief, City of Portsmouth
Mike Maloney	Deputy Police Chief, City of Portsmouth
Peter Rice	Public Works Director, City of Portsmouth
Brian Goetz	Deputy Public Works Director, City of Portsmouth
Eric Eby	City Engineer, City of Portsmouth
Erich Fielder	Engineering Supervisor, City of Portsmouth
Peter Britz	Planning and Sustainability Director, City of Portsmouth
Kate Homet	Associate Environmental Planner, City of Portsmouth
Sean Clancy	Assistant City Manager for Economic and Community Development, City of Portsmouth
Kim McNamara	Health Officer, City of Portsmouth
Ellen Tully	Welfare Director, City of Portsmouth
Joanna Diemer	Administrative Assistant, City of Portsmouth
Monte Bohanan	Director of Communications, City of Portsmouth

Rockingham Planning Commission (RPC) staff worked with the Emergency Management Coordinator (EMC) to directly seek input from residents, including neighborhoods most impacted by flooding, local businesses, academia, organizations supporting socially vulnerable populations, and Emergency Management Directors in abutting communities. City officials maintain a list of businesses in Portsmouth and a list of human resource organizations serving socially vulnerable and underrepresented residents. The Assistant City Manager for Economic and Community Development works closely with the Chamber Collaborative of Greater Portsmouth to communicate with all local businesses and invited all businesses to participate in the Plan Update process and to review the draft Plan Update. The EMC and RPC reviewed the draft Plan Update with representatives serving vulnerable populations. Emergency Management Directors in the abutting communities were emailed the draft Plan Update and invited to comment. Individuals listed below were invited to participate in the Plan Update process and review the draft Plan Update.



Social Service Organization	Contact Person
Southern New Hampshire Services - Provides social service programs for economically disadvantaged elderly, youth, and other vulnerable populations in Rockingham and Hillsborough County.	Ryan Clouthier, Chief Operating Officer
Greater Seacoast Community Health/Families First Health and Support Center – Not-for-profit community health and family resource center	Jessica Garlough, Director of Family and Social Services
Seacoast Regional Public Health Network – Provides multiple public health services, including public health emergency preparedness	Julia Meuse, Public Health Network Manager Public Health Emergency Preparedness Coordinator
Portsmouth Housing Authority	Craig Welch, Executive Director
Academia	Contact Person
Portsmouth High School	Stefano Chinosi, Principal
Portsmouth Middle School	Phillip Davis, Principal
Dondero Elementary School	Katherine Callahan, Principal
Little Harbour Elementary School	Erin Lawson, Principal
New Franklin Elementary School	Joanne Simons, Principal
Robert J. Lister Academy	Steve Krzyzanowki, Program Director
Portsmouth School Department	Zach McLaughlin, Superintendent
Abutting Communities	Contact Person
Newington, New Hampshire	EJ Hoyt and Michael Bilodeau, Co-Emergency Management Directors
New Castle, New Hampshire	Ted Hartmann, Emergency Management Director
Greenland, New Hampshire	Dennis Cote, Emergency Management Director
Rye, New Hampshire	Kevin Walsh, Emergency Management Director
Kittery, Maine	Robert Richter, Emergency Management Director
Business Community	Contact Person
The Chamber Collaborative of Greater Portsmouth	Ben VanCamp, President

Public notices about the Plan Update meetings were posted on the Town website and social media accounts to inform viewers and followers about meetings and opportunities to comment on the Plan. Notice about the Plan Update process was also posted on the Rockingham Planning Commission’s website and published in the RPC’s monthly newsletter. The newsletter is distributed to local officials in the 27-town RPC region. All Plan Update meetings were open to the public. RPC staff facilitated the Plan Update Committee meetings, guided the plan update process, and prepared the Plan Update.



The screenshot shows the City of Portsmouth website. At the top, the logo for the City of Portsmouth, New Hampshire, is on the left, and the date 'Mon April 29, 2024' with weather '72°/57° Broken clouds' is on the right. A search bar is also present. Below the header is a navigation menu with links for Departments, Government, Residents, Businesses, Visitors, ARPA, and Projects. A large banner image of a flooded area contains the text: 'Hazard mitigation plan seeking public input. Click here for more info'. Below the banner is a 'CITY MEETINGS' section with a 'Calendar & Meeting Material >' button. The meetings listed are: 1. MON APR 29: ARTS AND CULTURAL COMMISSION (ACC) at 1:00 PM in Conference Room A, Municipal Building. 2. TUE APR 30: SPECIAL POLICE COMMISSION MEETING: NON-PUBLIC SESSION at 4:00 PM in Wm. Mortimer Conference Room, Police Department. 3. TUE APR 30: SCHOOL BOARD STRATEGIC PLANNING SUBCOMMITTEE PERSONALIZED LEARNING MEETING #4 at 4:00 PM in PHS-CTC Culinary Arts Dining Room.

## HAZARD MITIGATION PLAN PUBLIC INPUT INFO

The City of Portsmouth is updating its Natural Hazard Mitigation Plan. The Federal Emergency Management Agency (FEMA) requires every community to develop and maintain a Natural Hazard Mitigation Plan with the goal of increasing resiliency to natural hazards such as flooding, storm surge, extreme temperatures, wildfires, etc.

Community members are welcome to share information on how and where natural hazards impact the City, and their neighborhoods. Any input on how the City can be better prepared is welcomed.

In simple terms, What are the hazards? – past and potential future hazards. Identify existing mitigation strategies, planning future strategies and identifying what may need to be considered to improve preparedness, and aid in response and recovery capability.

Please contact Chief William McQuillen at [wjmcquillen@cityofportsmouth.com](mailto:wjmcquillen@cityofportsmouth.com) or (603-427-1515) to share information or if you have questions about the Plan itself.

## RPC Begins Updates to Hazard Mitigation Plans in Atkinson and Portsmouth

NH Homeland Security and Emergency Management has awarded FEMA grant funds to the RPC to work with the towns of Atkinson and Portsmouth on updates to their Hazard Mitigation Plans. These Plans will include actions to mitigate and reduce the risks and impacts of natural hazards on people and property. Residents, landowners, business owners, municipal officials and other members of the public are welcome to attend plan update meetings.

Please contact Theresa Walker, RPC Consulting Planner, for information on meeting dates, or to share comments or questions, [theresawalker@comcast.net](mailto:theresawalker@comcast.net).



## Appendix P – Plan Approval Letter from FEMA