

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, NOVEMBER 18, 2024 TIME: 5:00PM

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_uY1mDlsvRciMFt8Ex0li_g

5:00PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A

1. IT CYBER SECURITY – RSA 91-A:3(II)(i)
2. LITIGATION UPDATES – RSA 93-A:3 (e) & (l)

AGENDA

- I. 6:00PM - WORK SESSION – NH DOT US Route 1 Corridor Improvement Project
https://us06web.zoom.us/webinar/register/WN_uY1mDlsvRciMFt8Ex0li_g
- 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. Small Business Saturday
2. Vernis Jackson Day

- 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)*
- X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

Public Hearing of Capital Improvement Plan (CIP):

- A. CAPITAL IMPROVEMENT PLAN (CIP) FY 2026-2031
 - PRESENTATION *(Presentation was held at the November 12, 2024 Work Session)*
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

(Sample motion – move to extend the Public Hearing until the December 2, 2024 City Council meeting)

Public Hearing/Second Reading of Ordinances:

- B. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504

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

(Sample motion – move to pass second reading and schedule a third and final reading for the December 2, 2024 City Council meeting)

C. **Public Hearing/Adoption of Resolutions:**

PUBLIC HEARING AND ADOPTION of Resolution Appropriating Four Hundred Fifty-Five Thousand Nine Hundred Ninety-Four Dollars and Sixty Three Cents (\$455,994.63) from American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Climate Action Plan recommendations, Mobile Library Resources, Community Health Needs Assessment recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the Payment of Costs Incidental and related thereto

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

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

- D. PUBLIC HEARING AND ADOPTION of Resolution Authorizing a Bond Issue and/or Notes of up to Four Million Three Hundred Thousand Dollars (\$4,300,000.00), and Rescinding a like amount of Funds Authorized to be Borrowed for the Replacement of Water Transmission Mains Beneath Little Bay, which Project is not ready to be undertaken at this time

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

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

Third and Final Reading of Ordinance:

- E. Third and Final Reading of Ordinance amending Chapter 10, Zoning Ordinance, Article 6, Overlay Districts, be amended by adding Section 10.680 – Gateway Neighborhood Overlay District by Establishing a New Incentive Overlay District Allowing for Higher Density Housing (***Sample motion – move to pass third and final reading of the ordinance***)

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. Temporary Construction License for 2 Congress Street, the North Church of Portsmouth
2. Approval of 2025 City Council Calendar
3. Second Extension of Temporary Construction License for EightKPH, LLC at 70 Maplewood Avenue
4. Temporary Construction License for 93 Market Street
5. Temporary Construction License for 50 South School Street
6. Acceptance of Community Health Improvement Plan
7. Haven Court Land Swap
8. Community Space Easement and Access Easement for Water Services for Property Located at 815 Lafayette Road
9. Street Naming for 815 Lafayette Road – Waterford Place
10. Lease Agreement Amendment with AIDS Response at Community Campus
11. Lease Agreement with Krempels Center, Seacoast Outright and Child Advocacy Center of Rockingham County at Community Campus

XII. CONSENT AGENDA

- A. Request from Bryan Granese, N. Granese & Sons Inc., to install a Projecting Sign at 28 Deer 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***
2. Letter from Michaela Kneuer, Big Brothers Big Sisters of New Hampshire, requesting permission to hold the 17th Annual Stiletto Sprint on Saturday, September 20, 2025 (rain date September 21, 2025) ***(Sample motion – 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. Letter from Attorney R. Timothy Phoenix, Hoefle, Phoenix, Gormley & Roberts, PLLC., regarding Request for Easement for Joshua Wentworth House located at 27 Hancock Street ***(Sample motion – move to authorize the City Manager to negotiate and execute an easement to Jonathan and Susan Paige Trace, owners of 27 Hancock Street, for the portion of the house located within the public right of way if the Planning Board votes to waive the referral and report requirement pursuant to Ordinance Section 11.602 (C))***
- C. Letter from Donna Smith, Appledore Medical Group, requesting the consideration of discounting and/or waiving alarm billing invoice ***(Sample motion – move to refer to the Legal and Finance Departments to establish a payment plan)***
- D. Letter from Portsmouth Hospitality Team, requesting permission to hold an Outside Beer Garden Event at Hearth Market on Saturday, December 7, 2024 from 2:00 p.m. to 8:00 p.m.

XIV. MAYOR McEACHERN

1. Appointments to be Considered:
- Reappointment of Philip Cohen to the Economic Development Commission
 - Appointment of Ethan Underhill to the Board of Library Trustees
 - Appointment of Jane Mitchell-Pate to the Parking & Traffic Safety Committee
 - Appointment of Colleen Spear to the Sustainability Committee
 - Appointment of Maxson Ward to the Sustainability Committee
 - Appointment of Scott McDermott to the Trees and Public Greenery Committee
 - Reappointment of Beth Margeson to the Zoning Board of Adjustment

2. *Appointment to be Voted:
 - Ronald Baisden to the African Burying Ground

XV. CITY COUNCIL MEMBERS

A. COUNCILOR TABOR, COUNCILOR COOK & COUNCILOR DENTON

1. Feasibility of a 1-2 megawatt Municipal Solar Array on Jones Avenue Landfill (***Sample motion – move that the city explore the feasibility, built through contractors, of a large-scale solar array at the Jones Avenue Landfill to offset municipal utility costs and substantially reduce carbon emissions***)

B. COUNCILOR COOK

1. *Encumbrance Ordinance Clean-up (***Sample motion – move to ask the Governance Committee to review the encumbrance ordinances and policies, per a request from City staff, in order to remove inconsistencies***)

C. COUNCILOR DENTON & COUNCILOR COOK

1. Draft Solar Array Overlay District (***Sample motion – move that the City Manager report back on the best way to pursue the creation of a Solar Array Overlay District in our zoning ordinance***)

D. COUNCILOR BAGLEY

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the October 3, 2024 and November 7, 2024 meetings (***Sample motion – move to approve and accept the action sheets and minutes of the October 3rd and November 7th, Parking & Traffic Safety Committee meetings***)
2. **Action Item Needing Approval by City Council:**
 - Middle Street (***Sample motion – move to temporarily remove one space to the northeast of the intersection with Cass Street***)
 - Hanover Street at the One Hundred Club (***Sample motion – move to approve the annual renewal of the valet license for the One Hundred Club***)
3. *Establish Holiday Parking Incentive (***Sample motion – move to establish a holiday parking incentive from Monday, December 16th through Wednesday, January 1st, offering the first three hours of parking free at both the High Hanover and Foundry garages***)

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Moose License Plate Conservation Grant (***Sample motion – move to approve and accept the Moose License Plate Conservation Grant***)
- B. Acceptance of Donation to the Cemetery Committee (***Sample motion – move to approve and accept the \$200.00 donation for the Cemetery Committee to continue to support maintenance of Cotton and historic cemeteries***)

XVII. CITY MANAGER’S INFORMATIONAL ITEMS

- 1. *Verbal Revaluation Update
- 2. *Winter Farmers’ Market Request
- 3. *Report Back on Outdoor Dining – End of Season Summary
- 4. Report Back on Water and Sewer Capacity
- 5. *Verbal Update on FlashVote Survey Regarding Capital Priorities
- 6. *Pease Development Authority Board Meeting 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**

Portsmouth US Route 1 Improvements



Introductions and Agenda

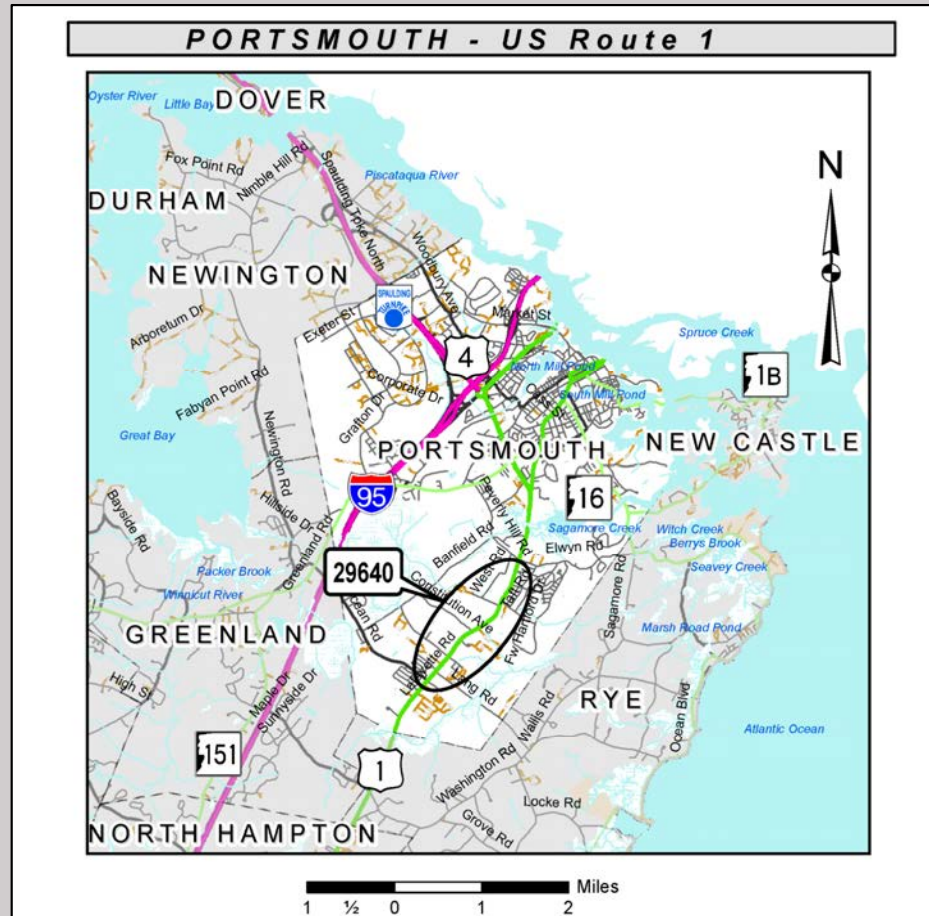
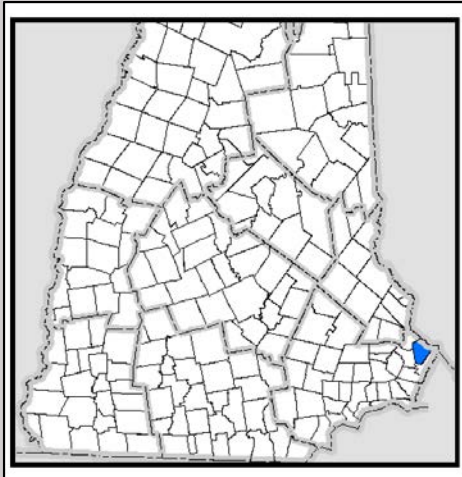
Attendees

- David Smith – NHDOT Project Manager
- David McNamara – Stantec Project Manager

Agenda

- **Project Background**
 - Project Purpose and Need
 - Project Status/Public Involvement
- **Roadway Alternatives Overview**
- **Bicycle and Pedestrian Alternatives Overview**
- **Next Steps and Schedule**

Location Map



LEGEND

- Streams
- Water Bodies
- US Routes
- State Routes
- Interstates
- Local Roads
- Town Boundary



State #: 29640
 Federal #: X-A004 (221)
LOCATION MAP

Meeting Purpose and Goals

Meeting Purpose

- Present project status
- Provide presentation of recommended layout
- Solicit City Council guidance on major topics and design elements

Meeting Goal

- Obtain City Council guidance on alternatives

Project Development Process

Preliminary Design

- Data Collection ✓
- Engineering Analysis ✓
- Develop Alternatives ✓
- Identify Preferred Alternative
- Public Hearing

We are Here ←

Final Design

- Final Engineering
 - Environmental Permitting
 - Acquisition of property rights
 - Construction
- 2025 – 2027
- 2028 – 2030



Public Involvement

• Project Advisory Committee

- 7 Meetings between 2019 – 2024
- Comprised of Design Team, City Officials (Police, Fire, DPW, Planning), Regional Planning Commission, Residents and Business owners, Transit Authority, and Bicycle/Pedestrian representatives
- Supports development of project vision, purpose and need.
- Provides insight to corridor challenges and opportunities
- Provides input for selection of recommended alternative.
- Critical to building community support for impactful projects

• Public Informational Meeting

- June 24, 2024
- More than 60 attendees
- Presentation of project
 - History
 - Existing Conditions
 - Alternatives
 - Recommended Alternatives
 - Process
 - Schedule
 - Budget
- 104 survey responses

Project Purpose and Need

Purpose

- Improve safety
- Improve traffic flow
- Minimize bypass traffic
- Create pedestrian and bicycle facilities
- Enhance transit opportunities
- Improve resiliency and stormwater quality

Need

- Reduce higher than average crash rate
- Address inconsistent traffic flow resulting from multiple lane drops
- Minimize traffic bypass from US Route 1 to local roads, such as Banfield Road
- Improve difficult turning movements
- There are no dedicated bicycle facilities and limited sidewalks for pedestrians
- Stormwater treatment and management

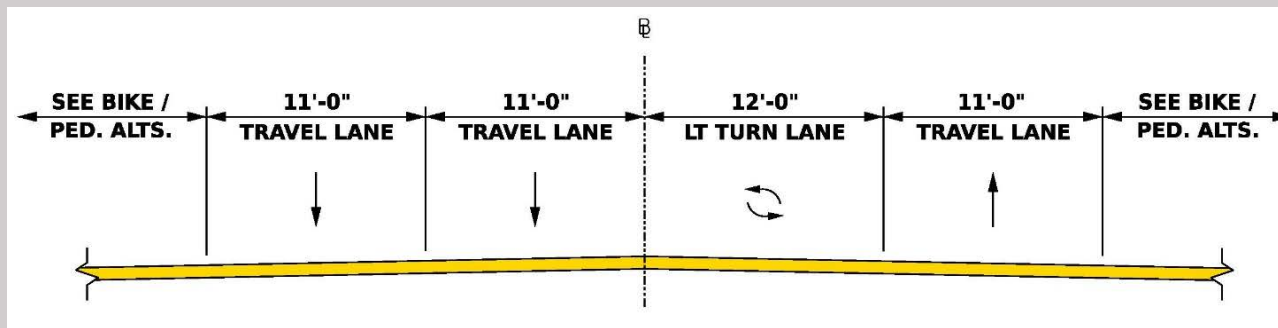
Concept Designs

Roadway Concepts:

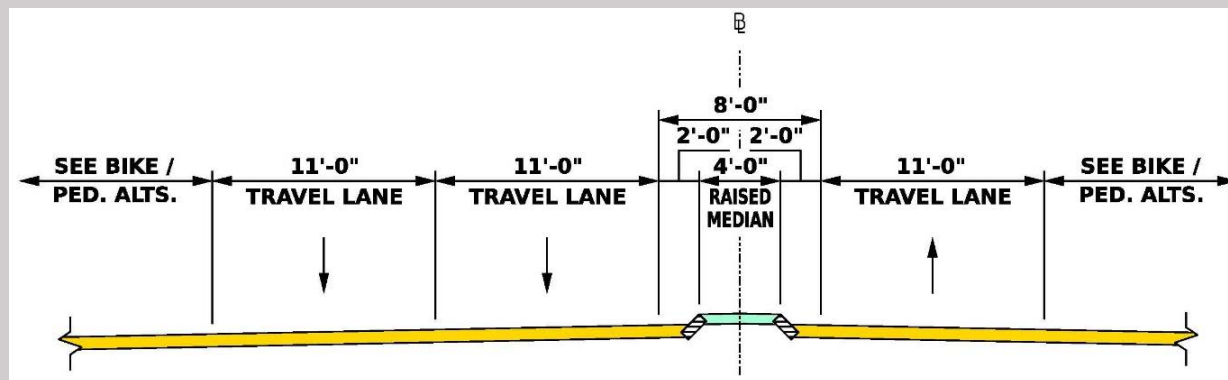
- No Build
- Alternative 1 – 1984/1989 Study – 5 Lane section, raised median, and left turn pockets
- Alternative 2 – 5 Lane section, no median, two way left turn lane
- **Alternative 3 – Targeted improvements corridor wide. Roundabouts at White Cedar Blvd and Springbrook Circle intersections**
- Alternative 3A - Targeted improvements corridor wide. Signals at White Cedar Blvd and Springbrook Circle intersections

Concept Designs

- Alternative 3 – Targeted Improvements - Recommended



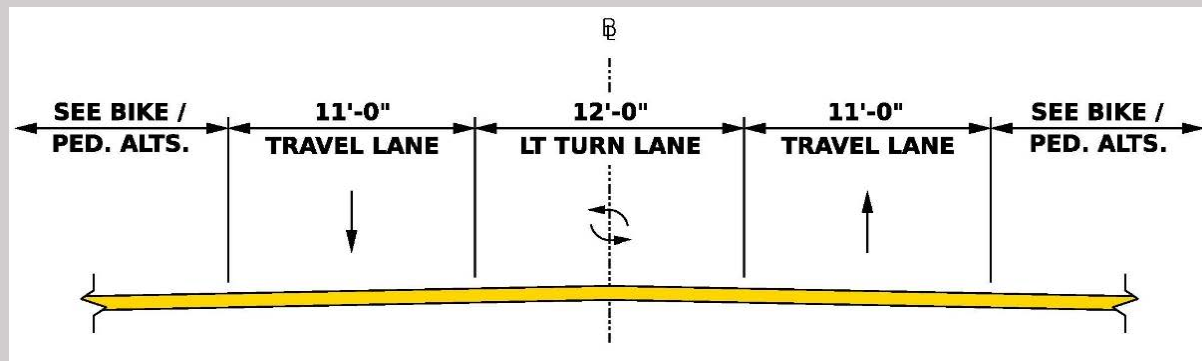
Segment 1



Segment 2 – Between Roundabouts

Concept Designs

- Alternative 3 – Targeted Improvements - Recommended



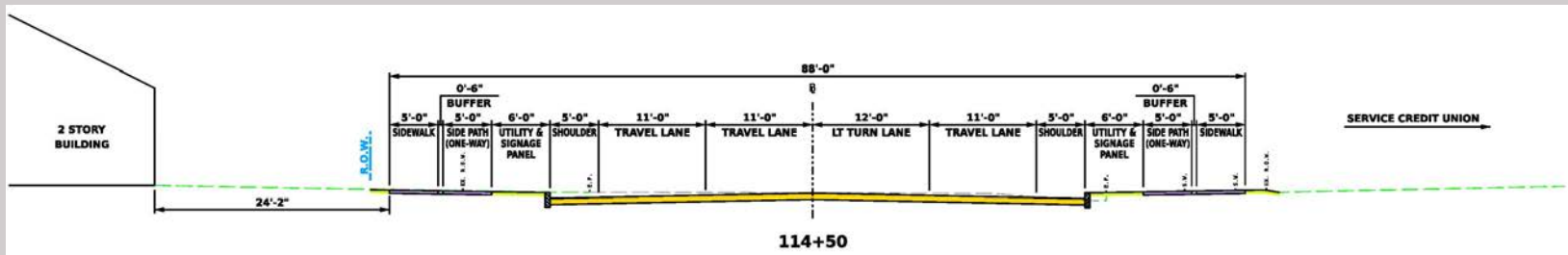
Segments 3 & 4

Recommended Alternative Segment 1 – Alternative 3

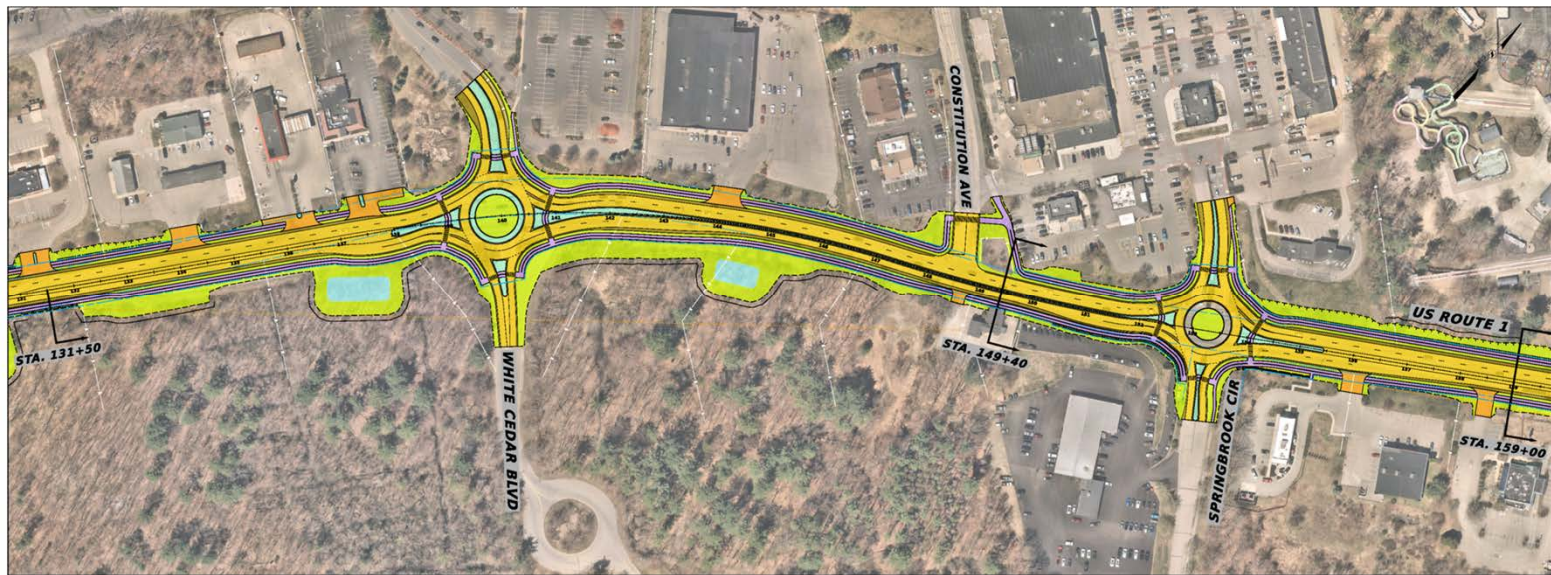


LEGEND

- TRAVEL WAY OF PROPOSED ROADWAY
- SHOULDER OF PROPOSED ROADWAY
- PROPOSED RAISED TRAFFIC ISLANDS
- PROPOSED SIDEWALK
- PROPOSED ACCESS POINTS (DRIVES, ETC.)
- PROPOSED SLOPE WORK

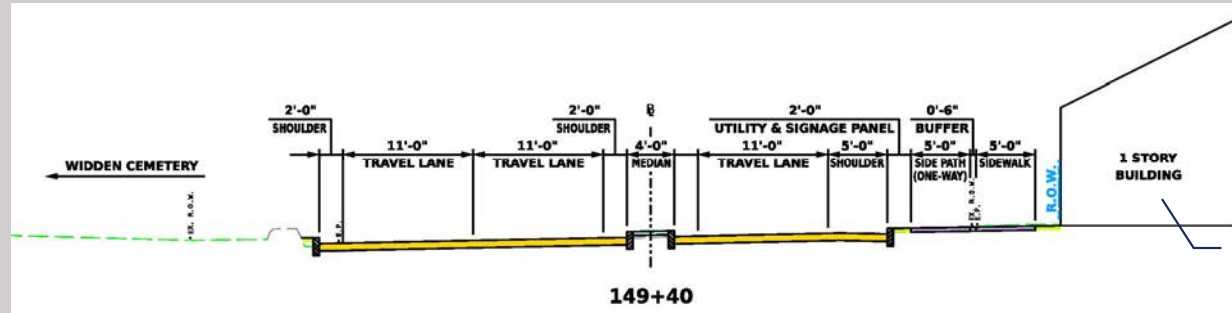


Recommended Alternative Segment 2 – Alternative 3



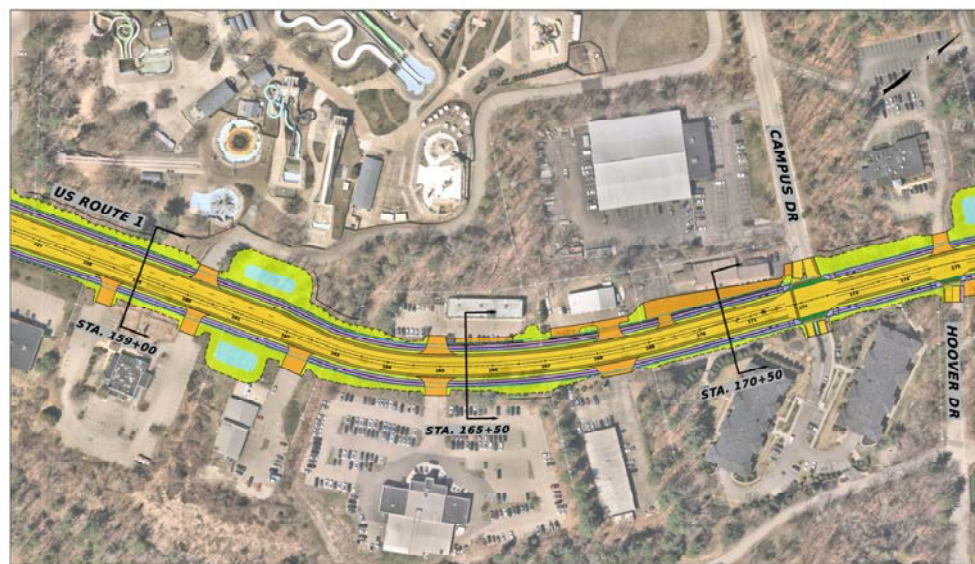
LEGEND

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- █ SHOULDER OF PROPOSED ROADWAY
- █ PROPOSED RAISED TRAFFIC ISLANDS
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- █ PROPOSED ACCESS POINTS (DRIVES, ETC.)
- █ PROPOSED SLOPE WORK

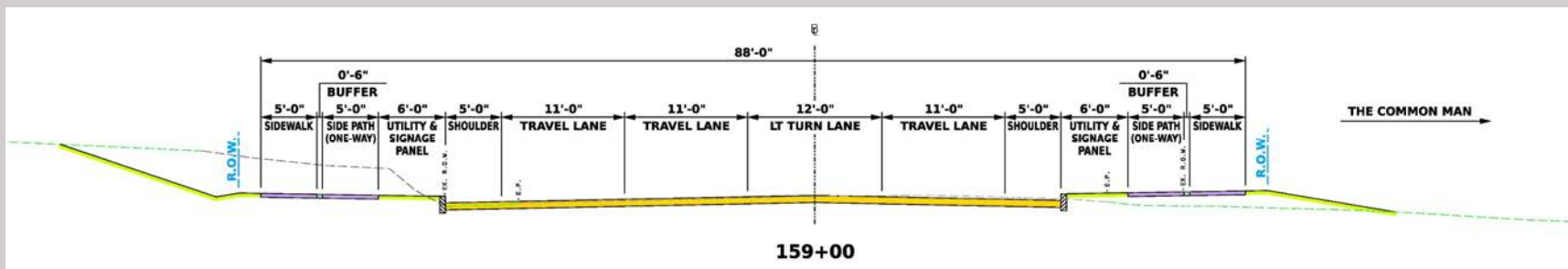


Historic Resource

Recommended Alternative Segment 3 – Alternative 3



- LEGEND**
- TRAVEL WAY OF PROPOSED ROADWAY
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 - PROPOSED SIDEWALK
 - PROPOSED ACCESS POINTS (DRIVES, ETC.)
 - PROPOSED SLOPE WORK

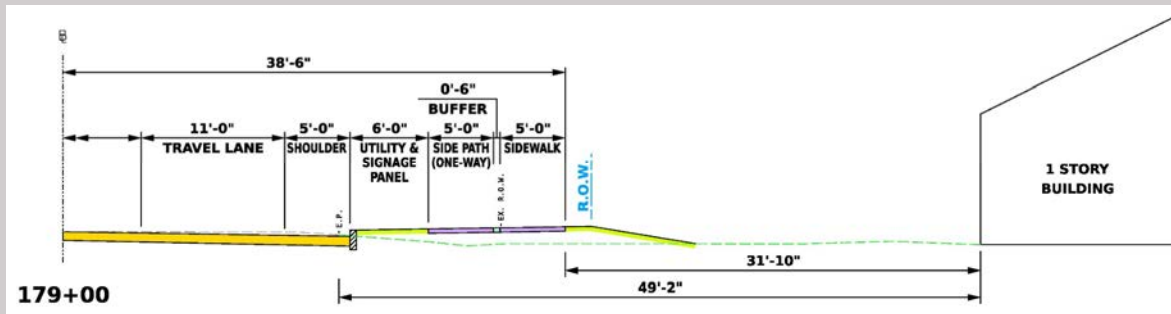


Recommended Alternative Segment 4 – Alternative 3



LEGEND

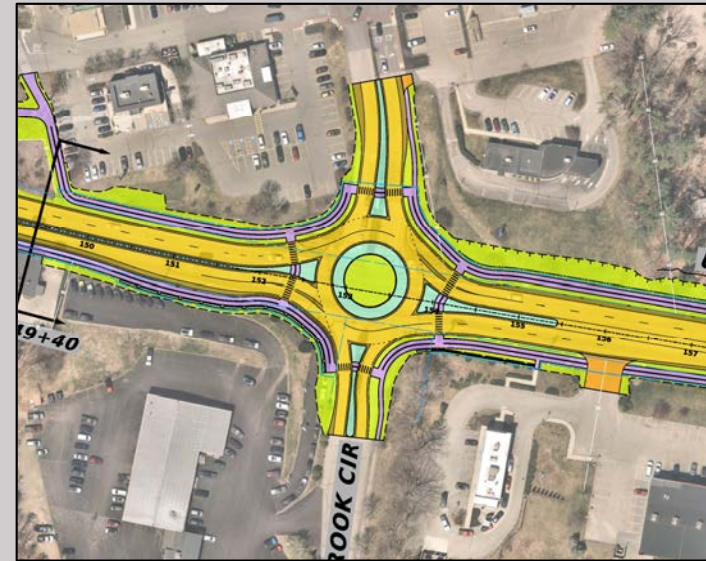
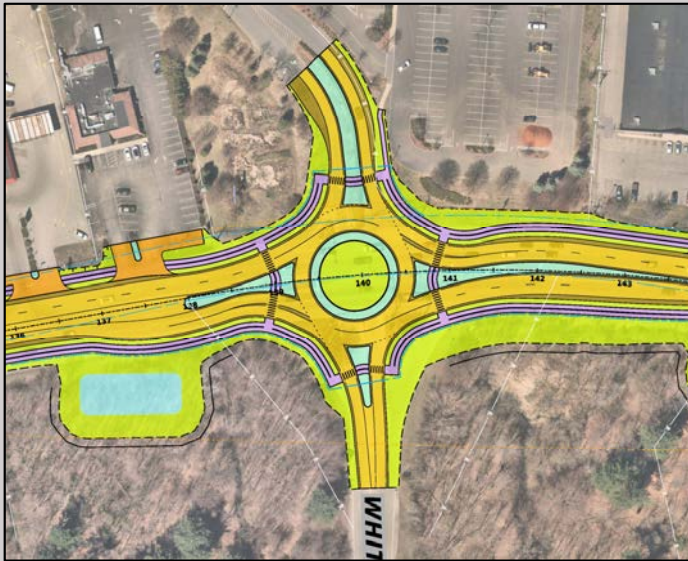
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- PROPOSED SIDEWALK
- PROPOSED ACCESS POINTS (DRIVES, ETC.)
- PROPOSED SLOPE WORK



US Route 1 & Wilson Rd

- Shortened southbound 2-lane departure and merge

Roundabout - Benefits



LEGEND

- TRAVEL WAY OF PROPOSED ROADWAY
- SHOULDER OF PROPOSED ROADWAY
- PROPOSED RAISED TRAFFIC ISLANDS
- PROPOSED SIDEWALK
- PROPOSED ACCESS POINTS (DRIVES, ETC.)
- PROPOSED SLOPE WORK

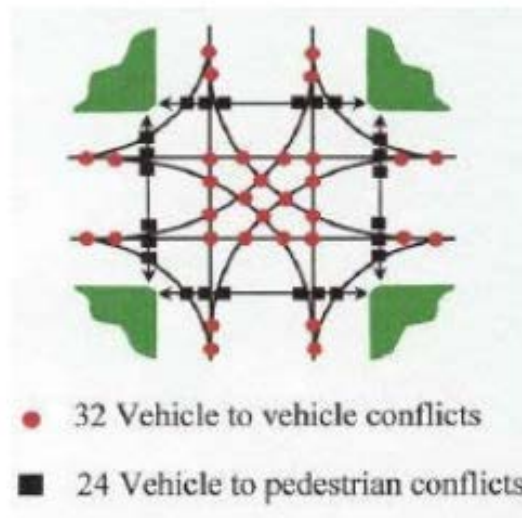
• Roundabout Advantages

- Reduces vehicle turning conflict points
- Reduces length of pedestrian crossings at the intersection
- Preserve access to Constitution Ave.
- Improve traffic flow in off-peak conditions
- Reduces speeds

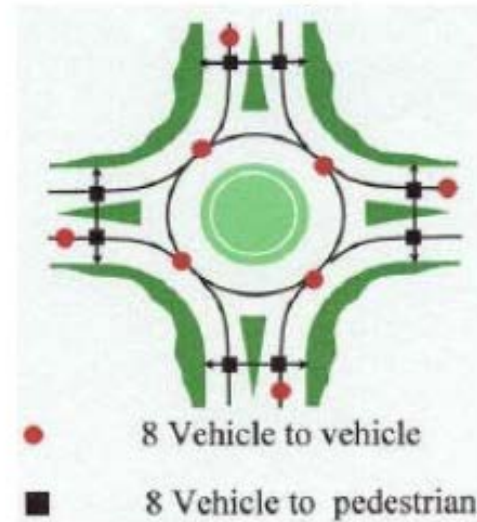
Roundabout - Benefits

- Reduces the number of conflict points
- Significantly reduces fatal/severe injury crashes, reduces all crashes

Possible Conflict Points: Roundabout vs. 4 Way Intersection



4-Way Intersection

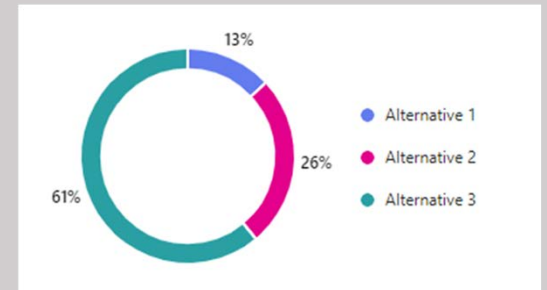


Roundabout

Roadway Alternatives Summary

Roadway Typical Section – Alternative 3

- Safety for all users
- Minimize ROW impacts
- Context sensitive improvement
- “Right Sized” improvements based on current and projected traffic

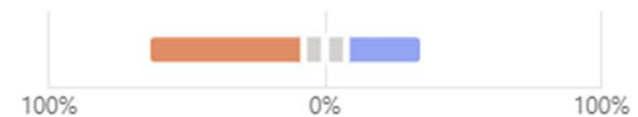


Roundabouts

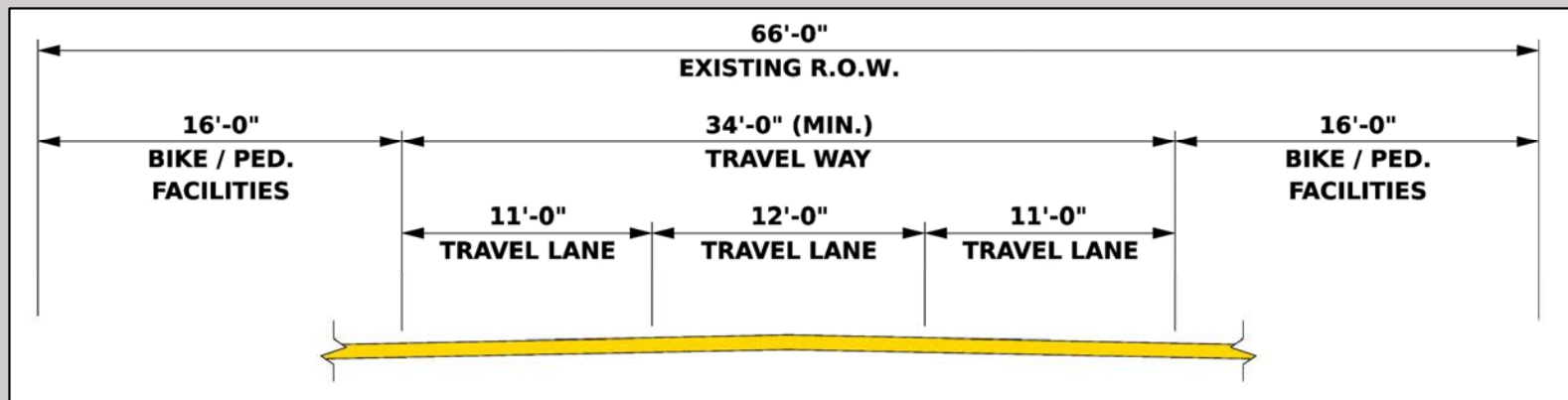
- Safety
- Traffic Calming
- Traffic Flow
- Reduce roadway footprint at cemetery/school house

● Agree ● Neutral ● Disagree

I am in favor of the recommendation by the NHDOT team to construct roundabouts at the intersections with White Cedar Dri...

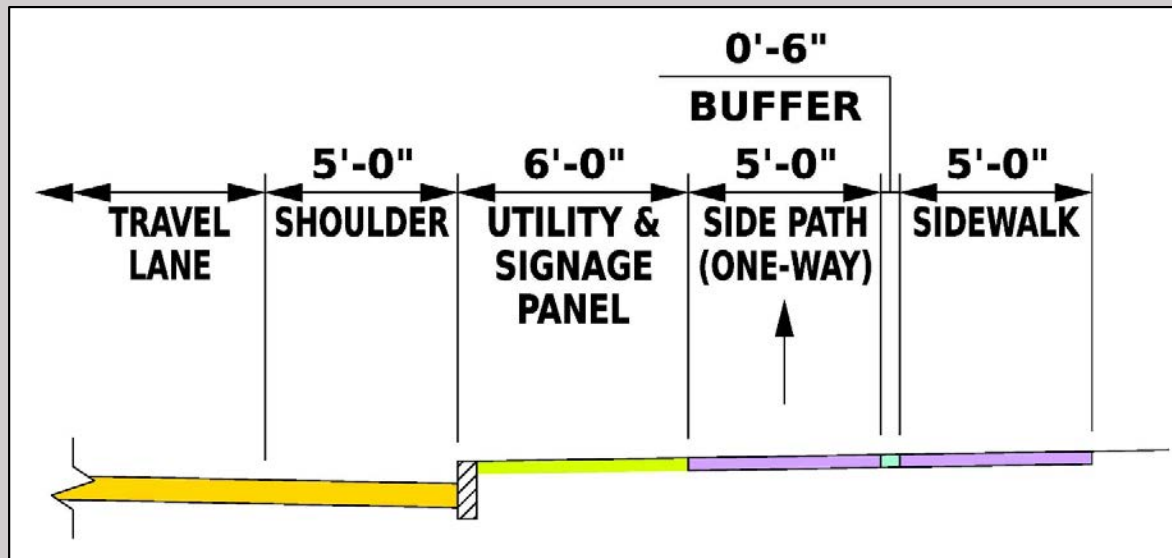


Bicycle/Pedestrian Designs



- Project area is a Gateway Corridor per City's Complete Street Guidelines
- Existing 66' Right of Way (ROW)
 - Additional 12' of ROW at select parcels
- Minimum 34' of travel and turning lanes (Using Targeted Improvements Alternative)
- Option 1
 - 5-foot shoulder adjacent to travel lane, 5-foot sidewalk behind curb/landscaping strip (north of Elwyn)
- Option 3
 - Buffered Bike Lane (6-foot lane with 3-foot buffer adjacent to travel lane), 5-foot sidewalk behind curb/landscaping strip (north of High School)

Option 2 Bicycle/Pedestrian Designs



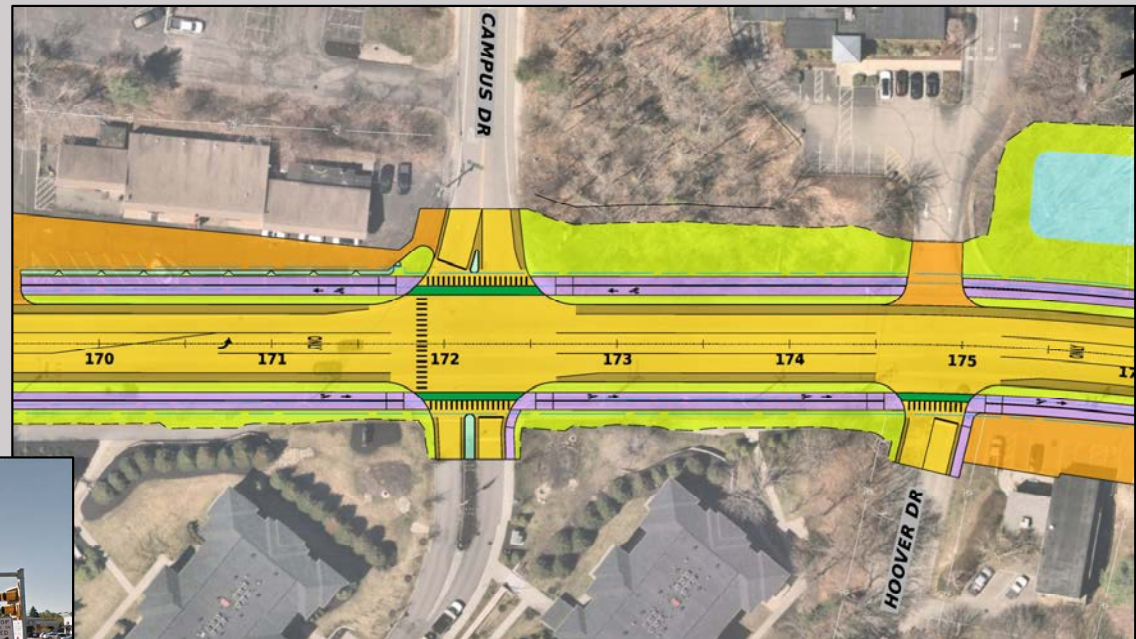
Sidepath & Sidewalk (21'-6" per side):

- 5' Shoulder
- 6' Utility & Signage Panel
- 5' Sidepath, 0.5' Buffer & 5' Sidewalk
- Supported by Public and PAC

Pedestrian Crossing – Hoover/Campus

Pedestrian Hybrid Beacon

- Signalized Crossing
- Generally used:
 - Speed limits 35 mph and above
 - 3 or more crossing lanes
 - 9,000 vpd or higher

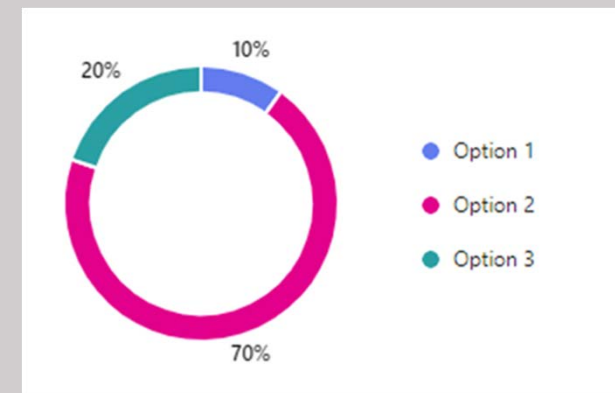


Route 125 – Epping, NH

Bicycle/Pedestrian Option Summary

Option 2

- Complies with City's Complete Street Guidelines
- Supported by Public and PAC
- Increased ROW impacts
- Provides separated bicycle opportunity
 - Safer
 - Broader range of users
 - Experienced riders can use the 5' shoulder



NHDOT – City of Portsmouth Maintenance Agreement

NHDOT Responsibilities

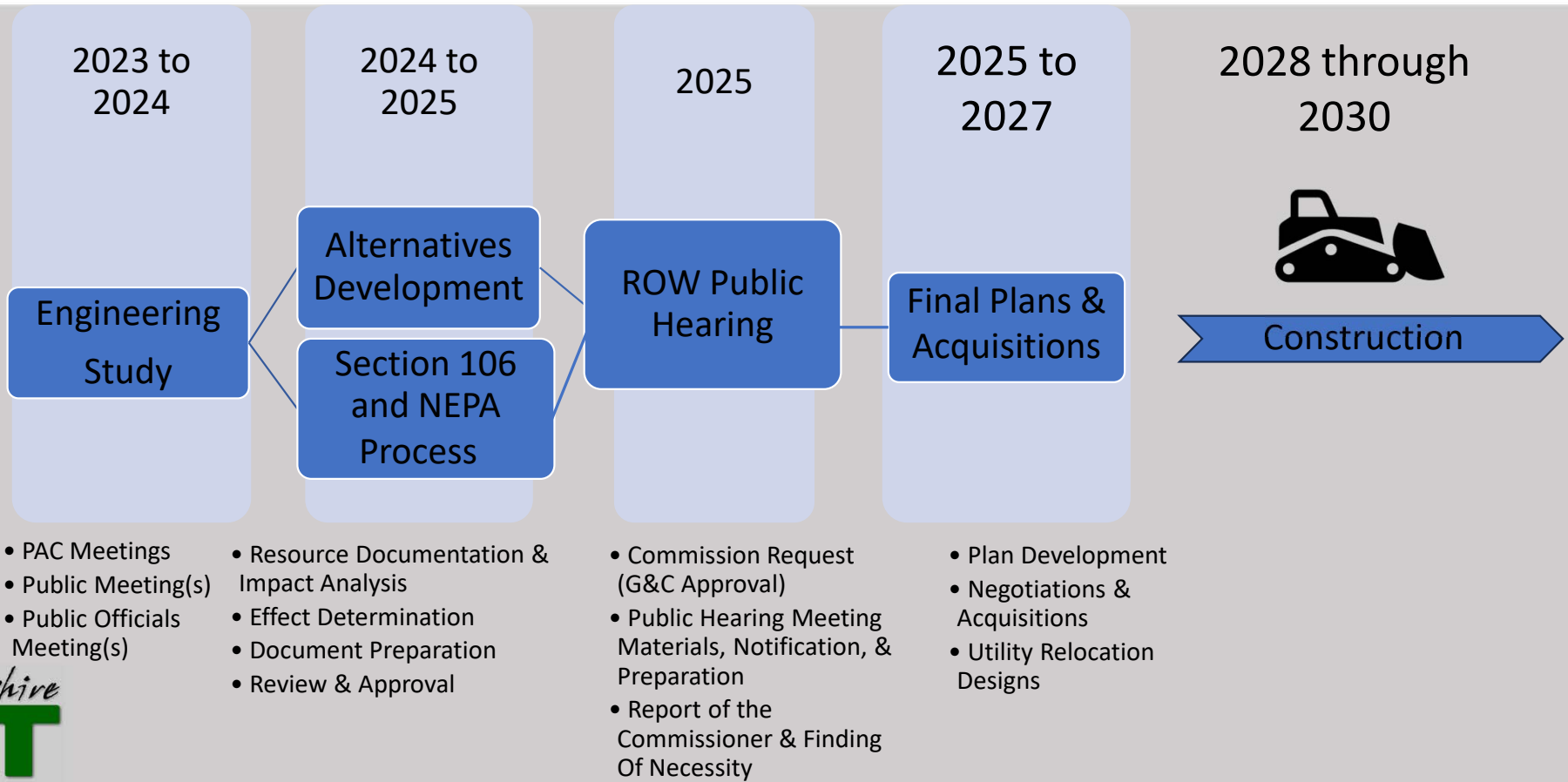
- Curb to curb Roadway
- Stormwater BMPs
- Traffic Signals (where and if implemented)

City Responsibilities

- Multi-use path
- Bicycle and Pedestrian specific signage and markings
- PHBs and RRFBs and associated street lighting
- Thermoplastic markings

Maintenance agreement to be developed by NHDOT and reviewed by City.

Schedule



Budget

Construction Costs

- **Ten Year Plan (2025-2034) Construction Budget: \$11.2 M (2024 dollars)**

	Alternative 1	Alternative 2	Alternative 3	Alternative 3A*
Total (2024)	\$24,925,000	\$19,260,000	\$19,975,000	\$19,527,000

- Alternative 1 & 2 – Based on Option 1 Bike/Ped Design
- Alternatives 3 and 3A – Based on Option 2 Bike/Ped Design
- Option 2 – \$1.1 M increase over Option 1
- **Strategies to address shortfall**
 - Pursue funding through the 10-year plan process
 - Identification of segments for improvement in collaboration with the City
 - Assess additional funding sources and strategies

Project Recommendations

- Roadway Typical Section – Alternative 3
- Roundabouts at Walmart/Springbrook
- Bicycle/Pedestrian - Option 2
- Hoover Drive/West Road Pedestrian Crossing

To allow the project to progress, NHDOT is seeking concurrence or guidance from the City regarding recommended solutions.

Contact Information

- **David Smith, PE – NHDOT Project Manager**
 - 603-271-2165
 - David.S.Smith@dot.nh.gov
- **David McNamara, PE – Stantec Project Manager**
 - 603-263-4653
 - David.Mcnamara@stantec.com
- **Project Website**
 - [www.dot.nh.gov/projects-plans and programs/project-center/Portsmouth-29640](http://www.dot.nh.gov/projects-plans-and-programs/project-center/Portsmouth-29640)

The Council Chambers
City Hall
Portsmouth, New Hampshire

A Proclamation

- Whereas:** The City of Portsmouth celebrates our small businesses and the contributions they make to our local economy and community; and
- Whereas:** According to the Small Business Administration definition, 99% of all Portsmouth businesses are “small” – having 500 or fewer employees; and
- Whereas:** Small businesses with fewer than 50 employees make up 46% of the Portsmouth workforce; and
- Whereas:** 68 cents of every dollar spent at a small business in the U.S. stays in the local community, and every dollar spent at small businesses generates an additional 48 cents in local economic activity as those business owners and employees purchase local goods and services; and
- Whereas:** Research shows that 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, that 70% report the day makes them want to encourage others to shop at independently-owned stores and 66% report that the day makes them want to Shop Small all year long;
- Whereas:** Portsmouth New Hampshire residents and visitors are champions of our local businesses that create jobs, boost our local economy and help preserve the vibrancy of our community.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim, November 30, 2024, as:

Small Business Saturday

And urge the residents of our community to join with communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.



Given with my hand and the
Seal of the City of Portsmouth,
on this 18th day of November, 2024.

A handwritten signature in black ink, appearing to read 'Deaglan McEachern', written over a horizontal line.

Deaglan McEachern, Mayor of Portsmouth

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

A Proclamation

Whereas: In 2021, Senator Maggie Hassan named Vernis Jackson the Granite Stater of the Month with a commendation read into the Congressional Record that said, “Jackson's work to elevate the stories and culture of African Americans on the Seacoast and around the world represents the best of New Hampshire's efforts to create a more informed, inclusive, and just State that is welcoming of all people and backgrounds. I am honored to recognize her efforts and wish the center continued success;” and

Whereas: Vernis Jackson’s work began soon after she arrived in Portsmouth in 1963 with her husband Emerald, an Air Force doctor stationed at Pease. She co-found Kwanza, Inc. as a chartered community service organization of African American women who raised money for scholarships for African American students and hosted Black art exhibits in visible public space; and

Whereas: She then went on to draw from a diverse group of community organizations already in the Seacoast to form the Seacoast African American Cultural Center in 2000, to secure it a home and to provide leadership in the service of our community with arts and cultural programming and education; and

Whereas: In 2003, following the rediscovery of the burying ground on Chestnut Street, Vernis was called to serve on the African Burying Ground Committee and thereafter to chair it for many years, helping to create the African Burying Ground Memorial Park to stand for those forgotten by bringing together many voices from the community and helping to raise more than \$1 million to realize the vision; and

Whereas: In 2015, the Richmond, Virginia Times Dispatch newspaper wrote about the dedication of our African Burying Ground Memorial Park that it was “embarrassing that a New England city had achieved the sort of commemoration that has evaded Richmond.” Yet recently, almost a decade later, Richmond has finally acknowledged its own historic but abandoned African burying ground; and

Whereas: *All of this cultural investment into the community was accompanied by her 38-year career as a Portsmouth elementary school teacher.*

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim November 18, 2024 as

Vernis Jackson Day in Portsmouth

And urge the citizens of Portsmouth to honor her tireless dedication to all members of this community and to ensure that those who so often go forgotten are remembered and celebrated as central to the story of who Portsmouth is today. Let us follow the example she has set, in her words, “There was a void here and, in some kind of way, I helped to fill that void. I am very, very happy about that.”



Given with my hand and the
Seal of the City of Portsmouth,
on this 18th day of November 2024.


Deaglan McEachern, Mayor of Portsmouth

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a joint Public Hearing will be held by the Portsmouth City Council and the Planning Board on Monday, November 18, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the Proposed CAPITAL IMPROVEMENT PLAN. The Complete Capital Improvement Plan is on file in the Office of the City Clerk during regular business hours and is also available on the city website.

CITY OF PORTSMOUTH, NH

Capital Plan Summary FY26 - FY31
FY26 Distribution

Description

I.	EQUIPMENT AND VEHICLE SCHEDULE	\$ 440,762.00
II.	BUILDING AND INFRASTRUCTURE	\$ 47,735,000.00
III.	INFORMATION MANAGEMENT SYSTEMS	\$ 2,151,250.00
IV.	TRANSPORTATION MANAGEMENT PLAN	\$ 12,049,839.00
V.	ENTERPRISE FUNDS	\$ 12,065,000.00
VI.	COMBINED FUND PROJECTS	\$ 11,250,000.00
	CAPITAL CONTINGENCY	\$ 100,000.00
	GRAND TOTAL – FY26 DISTRIBUTION	\$ 85,791,851.00

*\$1,690,000.00 is proposed to be funded from FY26 General Fund Capital Outlay

KELLI L. BARNABY, MMC, CNHMC
CITY CLERK

LEGAL NOTICE

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CITY OF PORTSMOUTH, NH

Capital Plan Summary FY26 - FY31

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 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 1, Article V, Purchasing Procedures, Section 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504. 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**

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 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 1, Article V, Purchasing Procedures, Section 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504. 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**

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1504 of the Ordinances of the City of Portsmouth be deleted in its entirety and replaced with the following new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504 as shown in the attached **Exhibit A**.

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

Explanatory Note: The proposed revised Chapter 1, Article V set forth in Exhibit A consists of an extensive ordinance update necessitated in part by the City's planned adoption of new procurement processes. The City is deploying a new application which will allow for receipt of bids electronically, facilitate distribution of bids and proposals to interested vendors, and streamline internal processes among other anticipated benefits. This update of the procurement section has been under discussion and review of the Governance Committee for several meetings ultimately resulting in a recommendation to bring this forward to the City Council. For additional information on the changes from the existing ordinance sections see the "Compared Existing to Proposed Changes to Chapter 1, Article V" documentation included in the City Council packet for October 21, 2024 accompanying First Reading.

EXHIBIT A

ARTICLE V: PROCUREMENT PROCEDURES

Section I.500: PROCUREMENT POLICY

All procurement shall be managed pursuant to the Procurement System and Policies adopted by the City Manager. The Procurement System and Policies shall be communicated and circulated in such forms as to provide transparency to vendors and the public. The City Manager shall develop and implement a Procurement System and Policies consistent with the Charter and these Ordinances to meet the following objectives:

- A. To procure materials, supplies, equipment and services other than professional, at the lowest cost consistent with the suitability of use, standards of quality and service required;
- B. To establish clearly the roles and responsibilities for procurement functions within the municipal organization, including the designation of a position responsible for the day-to-day implementation of the procurement process in accord with the Charter;
- C. To exercise positive financial control over purchases;
- D. To provide an efficient means for procurement of materials, supplies, or equipment which avoids duplication and overstocking;
- E. To obtain professional services that meet the high standards for engineering, architectural, legal, and other professional services needed by the City;
- F. To support and take advantage of state, regional, cooperative and other procurement processes that leverage greater buying power and competitive pricing;
- G. To employ Competitive Bidding where practical and to adopt other Procurement Strategies that are fair, transparent and deliver good value for the City;
- H. To establish criteria and procedures for Emergency and Sole Source Purchases;
- I. To continue to identify evolving options for procurement particularly in areas of technology and other areas for which Competitive Bidding is generally impractical; and
- J. To comply with State and federal procurement requirements.

Section I.501: Definitions

For purposes of this Article V, the following definitions shall apply.

“Competitive Bidding” shall mean that process by which materials, supplies, equipment and other services are acquired through a formal process of bidding and award is made to the lowest qualified bidder.

“Emergency Purchases” shall mean the acquisition of goods or services that are required within a time frame that does not allow for Competitive Bidding or Competitive Procurement Strategies. These acquisitions typically occur in situations in which (1) a municipal operation would be seriously hampered or unavailable without such immediate purchase or (2) the health, welfare and/or safety of employees or the public are at risk. Emergency Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

“Procurement Strategies” are used when Competitive Bidding is not required and shall mean those processes, such as requests for proposals, solicitation of quotes, and the development of qualified contractor and vendor rosters, that include a competitive aspect to the acquisition of goods and services but by which price may not be the determining factor.

EXHIBIT A

“Procurement System and Policies” shall mean a comprehensive framework for the acquisition of goods and services that includes Competitive Bidding, Procurement Strategies, the adoption of policies, the issuance of purchase orders, and the execution of contracts and other legal documents relative to procurement.

“Sole Source Purchases” shall mean goods or services that are (1) available only from a single source, supplier or vendor such as replacement of proprietary parts or (2) are operationally required for consistency of equipment and technology (often for training, maintenance and security purposes). Sole Source Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

Section I.502: COMPETITIVE BIDDING PROCESS

Procurement by the City shall be Competitive Bidding where practical and not disadvantageous to the City. Competitive Bidding is deemed generally impractical for the following types of purchases:

- A. Goods or services valued at less than \$50,000 (limit adjusted annually by the Finance Department effective July 1 in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics);
- B. Professional or other services involving special skills, training, experience, judgment, discernment or discretion;
- C. Goods or services that are required within a time frame that does not allow for Competitive Bidding such as in an emergency to protect public health or property;
- D. Goods or services available from a single source, supplier or vendor such as replacement of proprietary parts, or for consistency of equipment for purposes of training, safety and maintenance; and
- E. Technology acquisitions.

The Competitive Bidding process shall:

- A. Provide adequate notice to bidders pursuant to competitive process;
- B. Ensure that no bids shall be opened until the appointed time;
- C. Reserve the City’s right to cancel any award at any time before final notification of the successful bidder without any liability against the City;
- D. Reserve the City’s right to reject any or all bids, to waive technical deficiencies, and to accept any bid that may deem be in the best interest of the City;
- E. If a bid is to be awarded, award the bid to the lowest, qualified bidder properly responding to the invitation to bid unless the City Manager petitions the City Council to make a different award based on the best interest of the City;
- F. Provide results of bid openings to the public within five (5) business days of opening.

Section I.503: DISPOSITION OF REAL ESTATE

In the case of disposal of excess or surplus real estate owned by the City, the City shall, subject to City Council approval, competitively bid or auction such real estate subject to such reserve, terms,

EXHIBIT A

conditions, easements and other rights as may be placed on the transfer of the property and accept the highest responsive bid unless deemed unsatisfactory and not in the best interest of the City.

In cases where the City owns a manufactured home with taxes owed on such property in the amount of \$50,000 or less, the Tax Collector shall make a recommendation to the City Manager as to the disposition of the manufactured home by sale or otherwise with the intent to recoup as much of the taxes owed as possible as well as such additional monies as may be negotiated. Upon the recommendation of the Tax Collector, the City Manager shall be authorized to transfer such property without any further authority from the City Council or recommendation of the Planning Board.

Property taken by tax lien may be deeded to the person from whom it was taken or their heirs or devisees for a sum equal to the full amount of taxes, interest and penalties due thereon in accordance with State law.

The Tax Collector shall have no obligation to take by tax deed any property with environmental contamination or other liabilities that outweigh the value of taxes likely to be recovered as well as for any reason contrary to the public interest and allowed by law

Nothing in this section is intended to limit the City Council's ability to release or grant interests in land through quitclaim deed, easement or other conveyance or to swap or convey all or part of any parcel as part of a public improvement.

Section I.504: DISPOSITION OF SURPLUS PROPERTY

A. Any real property shall be disposed of consistent with State law.

B. Other property:

1. Property Valued at Less than \$1,000 Other Than Real Estate:

The City Manager shall have the authority to discard, donate or sell any municipal supplies, materials and equipment valued at less than \$1,000 and no longer required by the City.

2. Property Valued between \$1,000 to \$50,000:

The City Manager shall have the authority to dispose of property with a value less than \$50,000 through a competitive process, auction, or trade-in in a manner to optimize value to the City. This limit shall be adjusted annually by the Finance Department effective July 1st in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics.

3. Property Valued at \$50,000 or more:

No municipal supplies, materials and equipment valued at \$50,000 shall be offered for sale or donation unless and until the City Council so orders. Any such sale authorized by the City Council may be conducted by Competitive Bidding, public auction, or any other means authorized by the City Council.

ARTICLE V: PURCHASING/PROCUREMENT PROCEDURES**Section I.500: PURCHASING/PROCUREMENT POLICY**

All procurement shall be managed pursuant to the Procurement System and Policies adopted by the City Manager. The Procurement System and Policies shall be communicated and circulated in such forms as to provide transparency to vendors and the public. The City Manager shall develop, and implement and maintain a purchasing system which shall be contained in a printed purchasing manual Procurement System and Policies consistent with the provisions of the City Code of Charter and these Ordinances and which shall to meet the following objectives:

- A. ~~A.~~ To procure materials, supplies, equipment and services other than professional, at the lowest cost consistent with the suitability of use, standards of quality and service rendered; required;
- B. ~~B.~~ To establish clearly the responsibility roles and responsibilities for the purchasing/procurement functions as being vested within the municipal organization, including the designation of a position responsible for the day-to-day implementation of the procurement process in accord with the Purchasing Agent only Charter;
- C. ~~C.~~ To exercise positive financial control over purchases;
- D. ~~D.~~ To provide an efficient means for procurement of materials, supplies, or equipment which avoids duplication and overstocking;
- E. ~~E.~~ To obtain professional services that meet the high standards for engineering, architectural, legal, and other professional services needed by the City;
- F. ~~F.~~ To support and take advantage of state, regional, cooperative and other procurement processes that leverage greater buying power and competitive pricing;
- G. To employ Competitive Bidding where practical and to adopt other Procurement Strategies that are fair, transparent and deliver good value for the City;
- H. ~~H.~~ To establish and maintain standards of quality criteria and procedures for Emergency and Sole Source Purchases;
- I. To continue to identify evolving options for procurement particularly in areas of technology and other areas for which Competitive Bidding is generally impractical; and
- J. ~~J.~~ To comply with State and federal procurement requirements.

Section I.501: Definitions

For purposes of this Article V, the following definitions shall apply.

"Competitive Bidding" shall mean that process by which materials, supplies, equipment and services other than professional, based on suitability for use other services are acquired through a formal process of bidding and award is made to the lowest qualified bidder.

"Emergency Purchases" shall mean the acquisition of goods or services that are required within a time frame that does not allow for Competitive Bidding or Competitive Procurement Strategies. These acquisitions typically occur in situations in which (1) a municipal operation would be seriously hampered or unavailable without such immediate purchase or (2) the health, welfare and/or safety of employees or the public are at risk. Emergency Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

"Procurement Strategies" are used when Competitive Bidding is not required and shall mean those processes, such as requests for proposals, solicitation of quotes, and the development of qualified contractor and vendor rosters, that include a competitive aspect to the acquisition of goods and services but by which price may not be the determining factor.

"Procurement System and Policies" shall mean a comprehensive framework for the acquisition of goods and services that includes Competitive Bidding, Procurement Strategies, the adoption of policies, the issuance of purchase orders, and the execution of contracts and other legal documents relative to procurement.

"Sole Source Purchases" shall mean goods or services that are (1) available only from a single source, supplier or vendor such as replacement of proprietary parts or (2) are operationally required for consistency of equipment and technology (often for training, maintenance and security purposes). Sole Source Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

Section I.501502: COMPETITIVE BIDS/BIDDING PROCESS

Purchasing/Procurement by the City of Portsmouth shall be made on the basis of competitive bids/Competitive Bidding where practical, and not disadvantageous to the City. Competitive bidding/Bidding is deemed generally impractical for the following ~~sorts~~types of purchases:

- A. Goods or services valued at less than \$ ~~1050,000~~; ~~this limit shall be adjusted annually effect July 1~~ by the Finance Director/Department effective July 1 in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics. ~~The adjusted amount shall be kept on file in the office of the City Clerk. (Amended 5/4/98);~~
- B. Professional or other services involving special skills, training, experience, ~~taste~~judgment, discernment or discretion;
- C. Goods or services that are required within a time frame that does not allow for Competitive Bidding such as in an emergency to protect public health or property;
- D. Goods or services available from a single source, supplier or vendor such as replacement of proprietary parts, or for consistency of equipment for purposes of training, safety and maintenance; and

Section I.502: BIDDING PROCESS

A. ~~For purchases by competitive bidding, a notice inviting bids shall be published in a newspaper having general circulation in the City at least seven days preceding the last day set for the receipt of bids. Other forms of notice likely to come to the attention of prospective bidders may also be given:~~

B. ~~The notice shall generally describe the goods to be purchased and shall state how to obtain bid forms, specifications and other available information, the period for submitting bids, and the time and place for the opening of the bids.~~

C. All bids shall be submitted to the City Purchasing Officer in writing, sealed and plainly marked as bids on the envelope:

D. No E. Technology acquisitions.

The Competitive Bidding process shall:

A. Provide adequate notice to bidders pursuant to competitive process;

A-B. Ensure that no bids shall be opened until the appointed time;

E. At the time and place stated in the public notice all bids shall be opened by the City Purchasing Officer or his agent. All bid openings shall be open to the public and all bids shall be available for examination by any resident of Portsmouth:

C. Reserve the City's right to cancel any award at any time before final notification of the successful bidder without any liability against the City;

D. Reserve the City's right to reject any or all bids, to waive technical deficiencies, and to accept any bid that may deem be in the best interest of the City;

E. If a bid is to be awarded, award the bid to the lowest, qualified bidder properly responding to the invitation to bid unless the City Manager petitions the City Council to make a different award based on the best interest of the City;

F. Provide results of bid openings to the public within five (5) business days of opening.

Section L503: AWARDS DISPOSITION OF REAL ESTATE

A. Except in cases involving in the purchase case of disposal of excess or surplus real estate owned by the City of Portsmouth, the City Purchasing Officer shall award contracts by competitive bids to the lowest bidder who properly responds to the invitation to bid, unless the City Purchasing Officer shall deem said low bid unsatisfactory in the best interest of the City.

In the case of a response to an invitation to bid on real estate owned by the City of Portsmouth, the City Purchasing Officer shall, the City shall, subject to City Council approval, competitively bid or auction such real estate subject to such reserve, terms, conditions, easements and other rights as may be placed on the transfer of the property and accept the highest responsive bidsbid unless he shall deem said bid deemed unsatisfactory and not in the best interest of the City.

B. In such cases, the bids shall be referred to the City Council, which may then either determine the lowest and best bidder and award the contract to such bidder or reject all bids.

C. In determining the lowest and best bidder, the Council may consider:

Interest of the City.

In cases where the City owns a manufactured home(s) with taxes owed on such property in the amount of \$1050,000:00 or less, the Tax Collector shall be authorized to negotiate the make a recommendation to the City Manager as to the disposition of the manufactured home by sale of such mobile homes; or otherwise with the intent to recoup as much of the taxes owed as possible as well as such additional monies that areas may be negotiated.

~~if Upon the recommendation of the Tax Collector can successfully negotiate a sale price for the mobile home, he/she shall then recommend that the City of Portsmouth sell such property, and, the City Manager shall be authorized to transfer such property without any further authority offrom the City Council or recommendation of the Planning Board. Subject to the review of the internal Auditor before the sale can take place. (Subsection D Adopted in its entirety 1/9/95)~~

~~Section 1.504: PUBLIC AUCTION~~

~~A. A public auction shall only be conducted by an auctioneer licensed by the State of New Hampshire:~~

~~B. The Purchasing Agent shall prepare a notice identifying the particulars of the proposed public auction requesting proposals. Such notice shall be published in a newspaper having general circulation within the State of New Hampshire at least seven days preceding the last day set for receipt of proposals. Other forms of notice likely to come to the attention of prospective auctioneers may also be given:~~

~~C. All proposals shall be submitted to the City Purchasing Officer in writing by the published deadline:~~

~~D. The City Purchasing Officer shall forward all proposals to the City Council for final selection by the Council:~~

~~(Section 1.504 adopted 12/07/87)~~

~~Section 1.505: PURCHASING RECORDS~~

~~A. Property Valued at Less than \$500 Other Than Real Estate:~~

~~Upon request of the proper department head and with the approval of the City Manager, the City Purchasing Officer shall conduct the sale of any municipal supplies, materials and equipment valued at less than \$500 and no longer required by the City:~~

~~B. Property Valued at \$500 Or More and Real Estate:~~

~~1. No municipal supplies, materials and equipment valued at \$500 or more and no real estate whatsoever shall be offered for sale unless and until the City Council so orders:~~

~~2. Any such sale authorized by the City Council may be conducted by competitive bidding, public auction, or any other means authorized by the City Council as follows:
(amended in its entirety 12/07/87)~~

~~a. If the sale is authorized by competitive bidding, the sale shall be conducted in accordance with the procedures for purchasing by competitive bidding and shall be made to the highest bidder;~~

~~b. If the sale is authorized by public auction, it shall be conducted in accordance with the procedures for public auction;~~

c. If the sale is authorized by any means other than competitive bidding or public auction, it must be by 2/3 vote of the City Council and in accordance with procedures established by the Council.

Property taken by tax lien may be deeded to the person from whom it was taken or his heirs or devisees for a sum equal to the full amount of taxes, interest and penalties due thereon in accordance with Chapter 80 of the RSA's of the State of New Hampshire. (Adopted 12/07/07) State law.

The Tax Collector shall have no obligation to take by tax deed any property with environmental contamination or other liabilities that outweigh the value of taxes likely to be recovered as well as for any reason contrary to the public interest and allowed by law

Nothing in this section is intended to limit the City Council's ability to release or grant interests in land through quitclaim deed, easement or other conveyance or to swap or convey all or part of any parcel as part of a public improvement.

Section 1.504: DISPOSITION OF SURPLUS PROPERTY

A. Any real property shall be disposed of consistent with State law.

B. Other property:

1. Property Valued at Less than \$1,000 Other Than Real Estate:

The City Manager shall have the authority to discard, donate or sell any municipal supplies, materials and equipment valued at less than \$1,000 and no longer required by the City.

2. Property Valued between \$1,000 to \$50,000:

The City Manager shall have the authority to dispose of property with a value less than \$50,000 through a competitive process, auction, or trade-in in a manner to optimize value to the City. This limit shall be adjusted annually by the Finance Department effective July 1st in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics.

3. Property Valued at \$50,000 or more:

No municipal supplies, materials and equipment valued at \$50,000 shall be offered for sale or donation unless and until the City Council so orders. Any such sale authorized by the City Council may be conducted by Competitive Bidding, public auction, or any other means authorized by the City Council.

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LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a Resolution Appropriating Four Hundred Fifty-Five Thousand Nine Hundred Ninety-Four Dollars and Sixty Three Cents (\$455,994.63) from American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Climate Action Plan recommendations, Mobile Library Resources, Community Health Needs Assessment recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the Payment of Costs Incidental and related thereto. 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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a Resolution Appropriating Four Hundred Fifty-Five Thousand Nine Hundred

Ninety-Four Dollars and Sixty Three Cents (\$455,994.63) from American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Climate Action Plan recommendations, Mobile Library Resources, Community Health Needs Assessment recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the Payment of Costs Incidental and related thereto.. 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 # _____

A RESOLUTION APPROPRIATING FOUR HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS AND 63 CENTS (\$455,994.63) FROM AMERICAN RESCUE PLAN ACT (ARPA) GRANT TO PAY COSTS ASSOCIATED WITH CLIMATE ACTION PLAN RECOMMENDATIONS, MOBILE LIBRARY RESOURCES, COMMUNITY HEALTH NEEDS ASSESSMENT RECOMMENDATIONS, AND MAPLEWOOD AVENUE WATERLINE UPGRADES (ITEMS LISTED IN EXHIBIT A) AND FOR THE PAYMENT OF COSTS INCIDENTAL AND RELATED THERETO.

BE IT RESOLVED:

- 1) THAT Four Hundred Fifty-Five Thousand Nine Hundred Ninety-Four Dollars and 63 Cents (\$455,994.63) is appropriated to pay costs associated with Climate Action Plan Recommendations, Mobile Library Resources, Community Health Needs Assessment Recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the payment of all costs incidental and related thereto. That to meet this appropriation of up to \$455,994.63 shall be utilized from the ARPA Grant.
- 2) THAT this resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL:
November 18, 2024

KELLI L. BARNABY, MMC/CHMC
CITY CLERK

To: Karen Conard, City Manager
From: Peter Britz, Director of Planning and Sustainability
Date: 10/15/2024
Re: ARPA Funds for Climate Action Plan Implementation

Climate Action Plan Implementation

The development of the Portsmouth Climate Action Plan (CAP) was supported for funding up to \$100,000 in the FY23-28 CIP. City staff worked with the consulting team of Vanasse, Hangen, Brustlin, Inc. (VHB), Resilient Planning and Design, LLC and the Rockingham Planning Commission to complete the Climate Action Plan for approximately \$80,000. This request is to shift the balance of the funds that were not used from the development of the CAP to two projects that would support and implement CAP recommendations.

The two recommended projects are consistent with identified strategies in the CAP and will utilize the remaining balance of **\$19,745.90**.

- 1) The first project is the funding of a community dashboard developed by Bright Action for the City. Bright Action created a web-based community engagement platform for climate and sustainability where people can identify specific actions they have taken or plan to take to reduce their greenhouse gas emissions or make more sustainable choices. The dashboard was initiated by a community group, Portsmouth Climate Action, and these funds will be used to fund the dashboard for an addition year.

- 2) The second project is for the City to contract with a provider of e-bike charging stations to install a 4 station e-bike or mobility device charging station at a location to be determined in the City.

I am requesting the City Council approve the remaining balance of the CAP development funds in the amount of \$19,745.90 to be used for these two projects that support and implement the CAP recommendations.

Memo to Karen Conard

ARPA funds additional appropriation request for Library Bookmobile

October 4, 2024

Karen:

After receiving appropriated funds from ARPA monies for \$80,000 toward a library bookmobile, we began discussions with several bookmobile vendors who quoted us \$205,000 and up to purchase and upfit a van. After meeting with our fleet manager and our team and talking with other libraries, we determined that buying an electric vehicle was a high priority for us. As vendors we spoke with had no interest in electric vehicles we began to talk with Fleet's vendors and determined they and their subcontractors could fulfill all our outfitting needs for under \$70,000 (above the cost of the vehicle itself) so we chose this as the most sustainable, local and economical method.

In addition to the vehicle and upfitting, which includes shelving, electric power and lighting, rolling book storage carts, a motorized lift and the wrap, there are materials we will need for borrowing, for marketing/PR, for technology and for safety. I would propose that we be appropriated an additional \$70,000 to cover the upfitting and that I pay for the other items with our already appropriated \$80,000.

Ford eTransit:	\$59,885.05
Books, safety items, marketing materials, technology such as laptop/scanner/printer, hotspot	<u>\$20,114.95</u>
Already appropriated...	\$80,000

Request for additional appropriation for bookmobile

Upfitting (lights/electric/batteries, flooring, shelving, etc.)	\$70,000
---	-----------------

New Project Total	\$150,000
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To: Karen Conard, City Manager

From: Kim McNamara, Public Health Director

Date: 10/15/2024

Re: Request for ARPA funds for Community Health Needs Assessment Recommendation

On April 18, 2022, the City Council approved the use of ARPA funds in the amount of \$65,000 to create a Community Health Profile. The Profile provides detailed statistics on the entire community, and from that information, a Community Health Needs Assessment (CHNA) was completed which identified unmet needs in the community and recommendations to address those needs are outlined in the Community Health Improvement Plan (CHIP). The cost of the Profile, CHNA and CHIP was \$32,181, \$32,818.73 less than authorized. The City Council also passed by Resolution on August 21, 2023, the use of ARPA funds to implement the CHNA Recommendations in the amount of \$250,000 (CHNA Recommendations). The Health Department would like to use the remaining balance from creating the CHNA (\$32,818.73) and an additional \$67,181.27 in ARPA funds, to be used for the implementation of CHNA Recommendations ($\$32,818.73 + \$67,181.27 = \$100,000$), which will increase the amount to be used for CHNA Recommendations from \$250,000 to \$350,000.

The CHNA has identified our most vulnerable population (veterans, people with intellectual and developmental disabilities, people with physical disabilities, the elderly and home-bound seniors, children/youth, the LGBTQ+ community and minorities) and their need for direct services for substance misuse, transportation needs, mental health needs, housing and food insecurity, environmental health and healthy environments.

Many of the City's vulnerable populations are served by local nonprofits. Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for ARPA funds are those that experienced negative economic impacts or disproportionate impacts of COVID-19.

The City will be soliciting requests from nonprofits who have suffered negative economic impacts due to COVID-19 that are located in Portsmouth or who serve Portsmouth residents and who provide direct service to our vulnerable population identified in our CHNA. The City will review these requests and award ARPA funds to those nonprofits that are financially eligible due to the negative economic impacts of COVID-19 and who are programmatically eligible as identified in our CHNA.

I am asking that the City Council approve the use of the funds remaining from the CHNA (\$32,818.73, and additional ARPA funds in the amount of \$67,181.27, for a total of \$100,000) to be used for the implementation of CHNA Recommendations.

To: Karen Conard, City Manager
From: Peter Rice, Director of Public Works
Date: 10/15/2024
Re: Use of ARPA funds for Maplewood Avenue Watermain Replacement

Maplewood Avenue Watermain Replacement

During the construction of the Maplewood Avenue Bridge repair, a 450 foot section of watermain was identified as in of replacement. The original scope of work and budget for the Maplewood Avenue Bridge project did not include replacement of this watermain.

I am requesting the City Council approve the use of ARPA funds in the amount of \$266,248.73 to be used for the replacement of approximately 450 feet of watermain and associated valves and fittings on Maplewood Avenue.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the Resolution Authorizing a Bond Issue and/or Notes of up to Four Million Three Hundred Thousand Dollars (\$4,300,000.00), and Rescinding a like amount of Funds Authorized to be Borrowed for the Replacement of Water Transmission Mains Beneath Little Bay, which Project is not ready to be undertaken at this time. 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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 18, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on a Resolution Authorizing a Bond Issue and/or Notes of up to Four Million Three Hundred Thousand Dollars (\$4,300,000.00), and Rescinding a like amount of Funds Authorized to be Borrowed for the Replacement of Water Transmission Mains beneath Little Bay, which Project is not ready to be undertaken at this time. 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 UP TO FOUR MILLION THREE HUNDRED THOUSAND DOLLARS (\$4,300,000), AND RESCINDING A LIKE AMOUNT OF FUNDS AUTHORIZED TO BE BORROWED FOR THE REPLACEMENT OF WATER TRANSMISSION MAINS BENEATH LITTLE BAY, WHICH PROJECT IS NOT READY TO BE UNDERTAKEN AT THIS TIME.

RESOLVED:

THAT, the sum of up to Four Million Three Hundred Thousand Dollars (\$4,300,000) is appropriated for undertaking City-wide water system improvements, including the payment of costs incidental or related thereto;

THAT, to meet this appropriation, (i) the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Four Million Three Hundred Thousand Dollars (\$4,300,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is determined to be at least thirty (30) years;

THAT, Four Million Three Hundred Thousand Dollars (\$4,300,000) of the Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000) authorized to be borrowed pursuant to Resolution 20-2021 to pay a portion of the costs of replacing water transmission mains beneath Little Bay, which project is not ready to be undertaken at this time, is hereby rescinded.

THAT, this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

City of Portsmouth



Repurposing Funds Little Bay Transmission Main Project

Portsmouth City Council Public Hearing

November 18, 2024

Little Bay Transmission Main Project

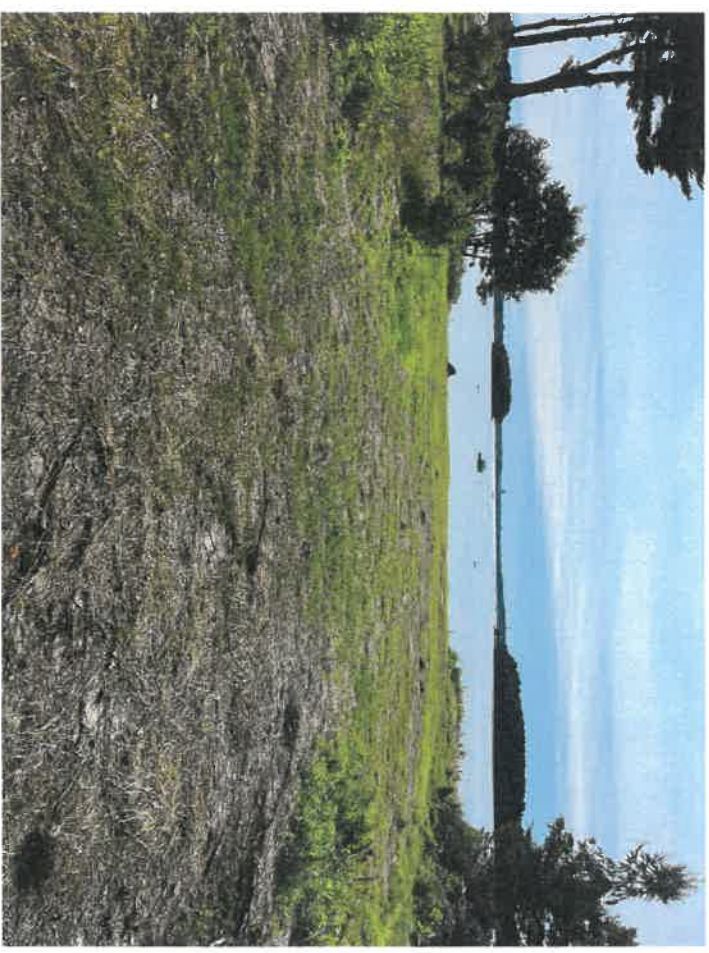
- **FY 2022**
 - \$7.3 Million authorized for project
- **August 2023**
 - One bid for \$26 Million
- **March 2024**
 - Bid Phase 1 - Valve Replacement Project
 - Four new valves on existing mains
 - Two taps, valves & pipe extensions for future main across Little Bay
 - Bid awarded for \$2.2 Million
- Project completed in August 2024



Little Bay Transmission Main Project

Current Status:

- **Alternative Means & Methods Study**
 - Provide third main for resiliency
 - Constructible within permit window
 - Meets permit requirements
 - Cost effective
- Design revisions pending
- Permitting pending design changes
- Planning for FY 2027



Repurposing Transmission Main Funds

Current Infrastructure Needs

- Transmission Main Air Relief Valves (ARV)
- 26 ARVs on Transmission Main
- Easement clearing required for access



Repurposing Transmission Main Funds

Current Infrastructure Needs

- Little Bay Road Water Main Replacement
 - 16 breaks in past 10 years
 - 1969 cast iron w/ poor bedding
 - Designed and ready to bid
- Cost Opinion: \$2 Million



Repurposing Transmission Main Funds

Current Infrastructure Needs

- Vaughan Street
- 6 breaks in past 4 years
- 1972 cast iron w/ poor bedding



SUGGESTED ACTION:

Move to authorize a bond issue and/or notes of up to four million three hundred thousand dollars (\$4,300,000) for water system improvements, and rescinding a like amount of funds authorized to be borrowed for the replacement of water transmission mains beneath Little Bay, which project is not ready to be undertaken at this time.

ORDINANCE #
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, ZONING ORDINANCE, Article 6, Overlay Districts, be amended by adding Section 10.680 -Gateway Neighborhood Overlay District by Establishing a New Incentive Overlay District Allowing for Higher Density Housing

**SECTION 10.680 – GATEWAY NEIGHBORHOOD
OVERLAY DISTRICT**

10.681 Purpose

The Gateway Neighborhood Overlay District is hereby created for the purpose of creating additional housing opportunities in certain neighborhoods and is referred to herein as the GNOD. This overlay shall allow for higher density housing in order to create neighborhoods where residents can live and work. A proposed **development** electing to use the provisions of the GNOD is referred to below as a GNOD **development**.

10.682 Applicability

10.613.70

The provisions of the GNOD shall apply to all land identified on the Zoning Map as the **Gateway Neighborhood Overlay District (GNOD)**.

10.682.20

The requirements and provisions of the GNOD shall apply to any **development** containing residential uses, and/or any **development** electing any of the incentives of the GNOD. If the GNOD overlay options are not a part of a proposed **development**, then the underlying provisions of the zoning district shall apply.

10.683 Standards

10.683.10

All residential or mixed-use GNOD **developments** that include a residential use shall comply with the provisions of Article 5B of this Ordinance, with the following exceptions:

- (1) No more than 24 **dwelling units per building** shall be allowed without providing Incentive Bonus Option(s) as provided herein.
- (2) Maximum **building height** for any **apartment building** or **mixed use building** containing residential uses shall not exceed 4 stories or 50 feet without providing Incentive Bonus Option(s) as provided herein.

- (3) Maximum **building length** shall not exceed 400 linear feet without an approved conditional use permit.
- (4) Front, side, and rear **building setback** from **lot lines** shall be a minimum of 10 feet.
- (5) Maximum **building coverage** shall not exceed 75%.
- (6) Minimum **open space coverage** shall be 10%.
- (7) Except for the above setback requirements, the requirements of Sections 10.5B22.20, .30 and .40, 10.5B33, and 10.5B71 shall not apply to land within the GNOD.
- (8) A **development** within the GNOD may include multiple lots owned or controlled by the same person or entity and assembled for a GNOD **development** site without a conditional use permit. A GNOD **development** may contain more than one principal **building** or **building** type on the same **lot**.

10.683.20 Relationship to Other Provisions of this Zoning Ordinance

The provisions of the GNOD shall take precedence over all other provisions of the Zoning Ordinance that directly conflict with the provisions of the GNOD; otherwise, all other provisions shall apply.

10.684 Allowed Uses

In addition to the uses permitted in the underlying district, the following uses shall be permitted within the GNOD:

1. Multifamily Dwelling
2. Assisted Living Facility
3. **Retail Sales** conducted within a **building**
4. **Restaurant**, place of public assembly or function room
5. **Personal Services**
6. Consumer services such as copy shop, bicycle repair, and pet grooming.
7. Health club, yoga studio, martial arts school or similar **use**.

10.685 Parking

In the GNOD, the shared parking provisions of Section 10.1112.62 shall apply, and shared parking shall be permitted on separate lots, whether in common ownership or separate ownership without the requirement of a conditional use permit. The provisions of Section 10.1113 (Location of Vehicular Use Facilities) shall not apply to a GNOD **development**.

10.686 Optional Density Bonus Incentives

Buildings in the GNOD containing residential dwelling units are permitted to be up to four stories and to contain up to 24 units per building as a matter of right. In order to encourage multifamily housing within the GNOD, additional opportunities are provided through the optional incentives below that permit increased **building** heights and increased numbers of dwelling units per building.

The following incentives apply to residential **developments** and mixed use **developments** that include residential uses in the GNOD, with allowable bonuses as indicated in Table 1.

10.686.10 Table 1: Optional Density Bonus Incentives Maximums (If Requirements Are Met)			
Incentive Option	Building Height Stories/Feet	Dwelling Units/Building	Approval Requirements
For All GNOD Developments over 4 Stories, 50 Feet and 24 Units Per Building:			
10.686.10 Public Realm Improvements	5/68	80	Director of Planning and Sustainability
And For Additional Height and Density, One of the Following :			
10.686.20 Workforce Housing	6/80	120	Conditional Use Permit by the Planning Board
10.686.20 Payment in Lieu	6/80	120	Conditional Use Permit by the Planning Board
10.686.30 Land Transfer	6/80	120	City Council Approval

10.686.10 Public Realm Improvements Incentive Option

In order to qualify for a **public realm** improvements incentive bonus in the GNOD, as described here and in Section 10.5B73.20, the proposed **public realm** improvements shall be reviewed by the Planning Board as a part of site plan approval. The Planning Board shall then make written comments regarding the proposed public realm improvements to the Director of Planning and Sustainability. To the extent that the Planning Board’s comments are not followed or incorporated into the Director of Planning and Sustainability’s decision, the Director shall set forth findings relative to the Planning Board’s comments.

All public realm improvements shall be subject to administrative approval by the Director of Planning and Sustainability. The Director of Planning and Sustainability shall review all proposed public realm improvements for compliance with Section 10.5B73.20, ensure that proposed public realm improvements are constructed to City standards, and are in the public interest. Public realm improvements under this section shall be permitted on a different lot than the **development**, and the remaining requirements of Section 10.5B73.20 (4) shall not apply to **public realm** improvements within the **GNOD**.

10.686.20 Workforce Housing or Payment in Lieu Incentive Option

The Planning Board may grant a conditional use permit for this optional bonus in accordance with Sections 10.240, et. seq. To qualify for this bonus, a development shall include either or a combination of the following:

- (1) Workforce Housing may be provided in accordance with Section 10.5B73.10.
- (2) A payment to the City in lieu of providing workforce housing in an amount based on the particular makeup of the development and in accordance with the fees established annually by the Fee Committee and the City Council in the fee schedule.

10.686.30 Land Transfer Incentive Option

In order to facilitate future development of below-market rate housing, there may be appropriate circumstances where applicants may convey real property to the City in lieu of or in conjunction with meeting the other requirements for workforce housing of the GNOD. However, recognizing the unique nature of land, not all property may be suitable or desirable for this purpose. Therefore, any real property offered to the City pursuant to this section shall be subject to acceptance by the City Council, and in accordance with the following requirements.

- (1) In lieu of constructing workforce housing units within a GNOD Development, an applicant may offer real property to the City. Any real property offered to the City shall be suitable for developing workforce housing of a size set forth in section 10.686.40 and shall not require a conditional use permit from the Planning Board. Instead, the conveyance shall be subject to approval and acceptance by the City Council. In exchange for transferring land to the City, the developer shall be permitted to construct buildings up to six stories and 80 feet in height, and to construct up to 120 units per building.
- (2) Any applicant must, at their own expense, provide a certificate of title and a Phase One environmental report for any property offered to the City Council. All closing costs shall be borne by the applicant. The City Council may request any additional information regarding the offered real property or the proposed transfer, the preparation of which shall be by the applicant.
- (3) Any applicant must, at their own expense, demonstrate the suitability of the proposed land to be conveyed to the City for workforce housing purposes. This requirement shall be met by submitting a constraints site plan to the Director of Planning and Sustainability depicting: boundaries, existing and proposed; the setbacks; wetlands and wetlands buffers, if any; rights of way; utility easements; and, other identifiable **development** constraints. The Director of Planning and Sustainability shall provide comments on the proposed site's suitability based on the constraints site plan to the City Council prior to acceptance.
- (4) Prior to acceptance by the City Council, the Planning Board shall provide written comments to the City Council regarding the offered real property and its compliance with this Article. Any comments offered by the Planning Board shall be advisory in nature only, but the City Council shall, to the extent that the Planning Board's comments are not followed or incorporated into the City Council's decision, set forth findings relative to the Planning Board's comments.
- (5) The City Council shall not accept any real property offered if acceptance would subject the municipality to potential liability as an owner of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., RSA 147-A and 147-B, and any other federal or state environmental statute which

imposes strict liability on owners for environmental impairment of the real estate involved.

- (6) In addition to the circumstances described in paragraph 2, the City Council may refuse to accept any offered real property whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest.
- (7) In order to qualify for this optional incentive, the amount of the proposed land transfer will be dependent on the size of the proposed GNOD development as follows:
 - (a) The developer shall convey at least one contiguous acre of **Developable Upland** to the City for up to twenty acres of **Developable Upland** in a proposed GNOD (the Parcel). For a GNOD larger than twenty acres, the size of the Parcel shall increase in the proportion of one acre of **Developable Upland** per each additional twenty acres of **Developable Upland** in the proposed GNOD.
 - (b) The City Council, at its sole discretion and following a recommendation by the Planning Board, may accept multiple parcels of not less than one acre each, if the City Council determines it is in the best interest of the City.
- (8) Any property acquired by the City pursuant to this section shall be primarily utilized for below-market rate housing. The City Council shall designate the appropriate method for procurement, development, form of ownership, disposition and administration of individual parcels of land acquired pursuant to this section.
- (9) Any land conveyed under this section may be conveyed as a condition subsequent to final Planning Board approval(s) and execution of the site review agreement, but in any event shall be conveyed prior to the issuance of a building permit for any project.
- (10) If land is conveyed under this section, there shall be no further requirement to meet any specific percentage of workforce housing units in a GNOD as provided in Section 10.5B73.10, unless a building is proposed over 400 linear feet in length, in which case the Bonus Incentive Requirements of Section 10.5B73.10 shall apply.

10.686.40 Transfer of Development Rights Acquired through Land Transfer

- (1) Land may be conveyed in conjunction with, or separately from a proposed **development (GNOD conveyance)**. In the event that a GNOD conveyance exceeds the amount required in order to support a proposed **development**, or when land is conveyed separately from any proposed development, the developer or its assigns will receive

future credit for a future project or projects in accordance with the standards set forth below.

- (2) Following any acceptance of real property by the City Council and successful transfer of fee ownership with warranted title, if there is any excess acreage above what is necessary for a proposed GNOD **development**, the Director of Planning and Sustainability shall notify the Planning Board and the transferor of land of the amount of Land Credit the developer shall receive, which shall be memorialized in a Proposed Development Incentive Agreement (PDIA), as defined below.
- (3) Contemporaneous with any GNOD conveyance, the City and the developer shall enter into a PDIA, which shall specify the amount of land conveyed to the City, the amount if any used for a pending development, and the amount of excess land that may be credited toward a future project in accordance with the GNOD. Any excess land credit may only be used within the GNOD but may be sold or transferred without limitation for GNOD purposes. A sale or transfer of excess credits pursuant to this section is only valid upon written notice of the transfer to the Director of Planning and Sustainability.
- (4) The maximum term of any PDIA shall not exceed fifteen (15) years, following which the rights to any unused incentive shall automatically expire and become null and void.
- (5) Entering into a PDIA under this section shall not be deemed to supersede or waive any of the other provisions of the GNOD or Article 5B or other applicable provisions of this Ordinance, nor shall any approval be considered to represent the granting of land use approval or vesting for any future **development**.
- (6) Future use of the excess land credit to support a future project shall require administrative approval of the Director of Planning and Sustainability, who shall certify to the Planning Board both the amount of land credit used as a part of a **development** and the remaining land credit pursuant to the PDIA.
- (7) Excess land credits may be used in full or partial fulfillment of the requirements of a future **development** set forth in section 10.686.20.

Developable Upland

Net land area of property suitable for, or used for, **development**, excluding any public rights of way or street rights of way platted as a part of the **development**, wetlands, and wetland buffers.

10.5B41.80

New number 4:

In the GNOD, the minimum **community space coverage** shall be equal to 10% of the total site area of the **development site**.

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.

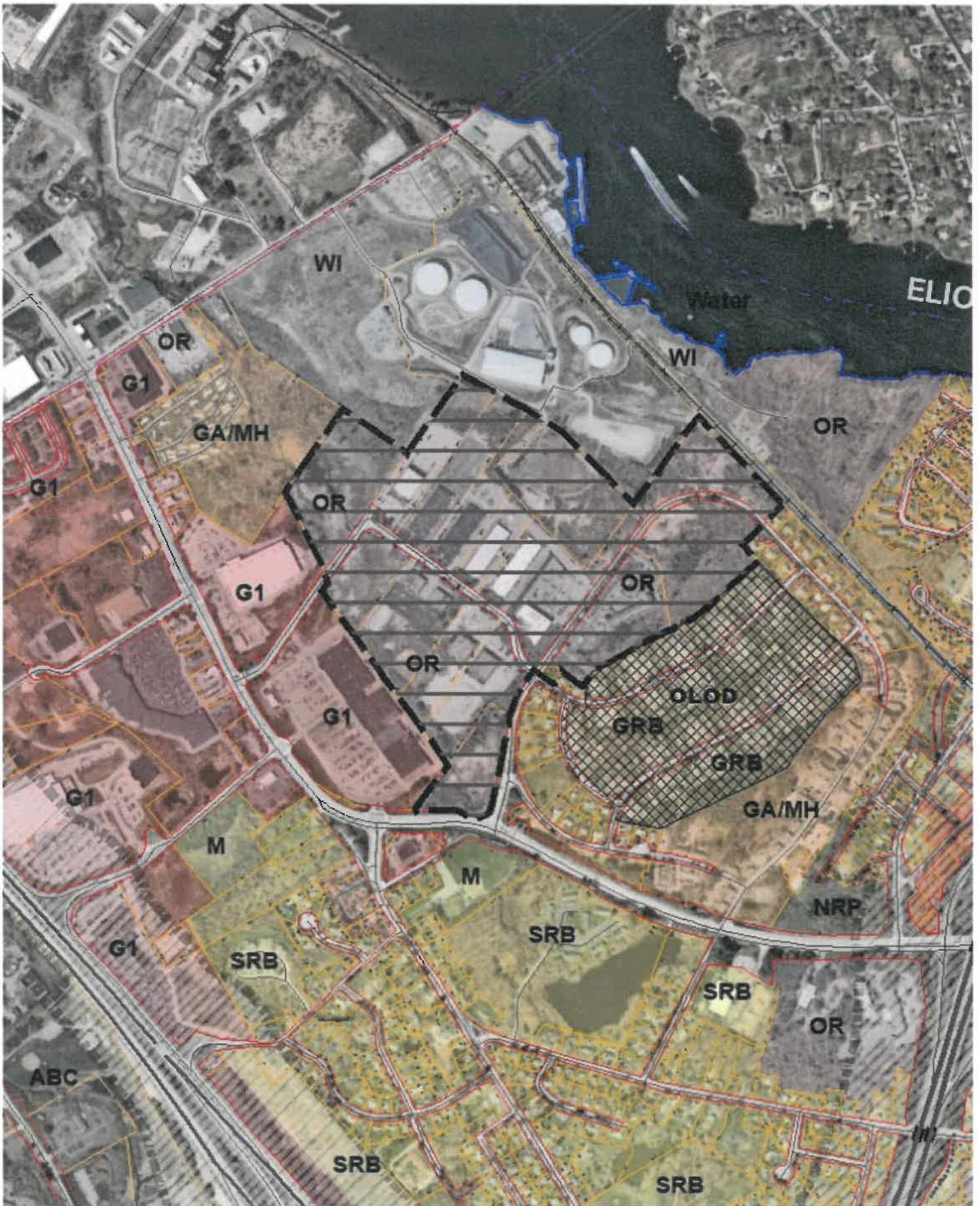
This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



Legend


**DRAFT Gateway Neighborhood
 Overlay District (GNOD)**





Karen S. Conard
City Manager

CITY OF PORTSMOUTH

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

Date: November 14, 2024

To: Honorable Mayor McEachern and City Council Members

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

Re: City Manager's Comments on City Council Agenda of November 18, 2024

I. Work Session:

NH DOT US Route 1 Corridor Improvement Project Work Session:

New Hampshire Department of Transportation (NH DOT) Bureau of Highway Design Project Manager David Smith and Stantec Project Manager David McNamara will present an update on the status of the Route 1 Corridor Improvements Project, which includes roadway improvements to an approximately 1.7-mile stretch of US Route 1 in Portsmouth from Wilson Road to Ocean Road. The purpose of the project is to enhance traffic operations and improve safety for all travelers along this section. The intent of this presentation is to provide a comprehensive overview of the current design proposal, report on coordination efforts with environmental agencies and vested groups, and discuss next steps in the project development process, to include schedule and costs. A critical aspect of this coordination is to collect feedback on the proposed improvements from City Officials to allow the Project Team to progress forward with the current proposal or to refine and revisit certain aspects of the design.

X. Public Hearing and Vote on Ordinances and/or Resolutions:

A. Public Hearing of Capital Improvement Plan (CIP) FY2026-2031:

In accordance with Section 7.7 of the City Charter, the City Council will conduct a public hearing at this evening's City Council meeting regarding [the proposed Capital Improvement Plan for FY 2026 – FY 2031](#). In following with the new FY26 CIP Schedule, the Planning Board will be in attendance at this public hearing. In addition to this evening's public hearing, the City Council held a joint work session with the Planning Board on November 12, 2024. At the work session, a presentation of the proposed CIP was made by City staff. As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the Capital Plan subsequent to the public hearing and before the City Manager submits the budget to the City Council.

It is anticipated that the Planning Board will hold a public hearing and then recommend the CIP for adoption by the City Council at its November 21, 2024 meeting.

Action on the CIP will take place at the December 2, 2024 City Council meeting.

B. Public Hearing and Second Reading of Ordinance Amendment to Chapter 1, Article V, Purchasing Procedures, Section 1.500-1.504 to be deleted in its Entirety and Replaced with a New Article V, Retitled Procurement Procedures, Inclusive of New Section 1.500-1.504:

A proposed ordinance amendment to delete in whole Chapter 1, Article V, Purchasing Procedures and to replace it with a new section is presented for a public hearing and second reading at this evening's meeting. This extensive ordinance update is necessitated in large part by the City's planned adoption of new procurement processes. The City is deploying a new application which will allow for receipt of bids electronically, facilitate distribution of bids and proposals to interested vendors, and streamline internal processes among other anticipated benefits. This update of the procurement section has been under discussion and review of the Governance Committee for several meetings, ultimately resulting in a recommendation to bring this forward to the City Council. For additional information on the changes from the existing ordinance sections see the "Compared Existing to Proposed Changes to Chapter 1, Article V" documentation included in the City Council packet.

I recommend that the City Council move to pass second reading and schedule a third and final reading at the December 2, 2024 City Council meeting.

C. Public Hearing and Adoption of Resolution Appropriating Four Hundred Fifty-Five Thousand Nine Hundred and Ninety-Four Dollars and Sixty-Three Cents (\$455,994.63) from the American Rescue Plan Act (ARPA) Grant to Pay Costs Associated with Climate Action Plan Recommendations, Mobile Library Resources, Community Health Needs Assessment Recommendations, and Maplewood Avenue Waterline Upgrades (Items Listed in Exhibit A) and for the Payment of Costs Incidental and Related Thereto:

ARPA funds must be obligated by December 31, 2024 and expended by December 31, 2026. There have been three ARPA expenditures authorized by the City Council that have a fund balance due to the authorized expenditure costing less than estimated or funds unable to be obligated by the December 31, 2024 deadline. These funds total \$345,288.63 (\$32,818.73 from the Public Health Assessment, \$19,745.90 from the Climate Action Plan, and \$292,724 from the Police Department's Public Safety Records Management/Computer Aided Dispatch System). These ARPA funds in the amount of \$345,288.63 are now available to be used for other ARPA qualifying expenditures that require Council authorization. In addition, there remains \$110,706 in ARPA funds not yet obligated that also need Council authorization.

Attached please find a draft of a Resolution and memoranda requesting that the Council authorize expending ARPA funds on the following: \$19,745.90 for Climate Action Plan Recommendations; \$70,000 on Mobile Library Resources; \$100,000 on Community Health

Needs Assessment Recommendations; and \$266,248.73 on Maplewood Avenue Waterline Upgrades.

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 Up To Four Million Three Hundred Thousand Dollars (\$4,300,000) and Rescinding a like amount of Funds Authorized to be Borrowed for the Replacement of Water Transmission Mains Beneath Little Bay, which is not ready to be undertaken at this time:

Funding was authorized by the City Council for Fiscal Year 2022 to construct a new water transmission main across Little Bay to supplement the two existing mains. The completion of Phase I of this project has substantially improved the resiliency of these mains. Additional funds and time will be needed for the permitting, design and installation of a new main across Little Bay. Due to competing needs, staff request the reallocation of the balance of previously authorized funds for this project to address other water infrastructure needs.

City staff will present information to support this request.

I recommend that the City Council move to authorize a bond issue and/or notes of up to four million three hundred thousand dollars (\$4,300,000) for water system improvements, and rescinding a like amount of funds authorized to be borrowed for the replacement of water transmission mains beneath Little Bay, which project is not ready to be undertaken at this time.

E. Third and Final Reading of Ordinance Amendment to Chapter 10, Zoning Ordinance, Article 6 – Overlay Districts, Section 10.680 – Gateway Neighborhood Overlay District, by Establishing a New Incentive Overlay District Allowing for Higher Density Housing:

Please find attached the Gateway Neighborhood Overlay District (GNOD) Ordinance.

The City Council requested first reading of the Gateway Neighborhood Overlay District (GNOD) Ordinance at its August 19, 2024 meeting. Within this Ordinance, City staff propose the introduction of a novel overlay district to facilitate the development of higher density housing, overlaying certain properties currently zoned as Office Research in the vicinity of Commerce Way with a regulatory pathway for residential development. Through various bonus incentives, property owners can construct multi-family housing up to six stories and 120 dwelling units per building.

The area to be rezoned is shown on the attached map. City staff drafted this new overlay district in close consultation with representatives of many of the properties within this area, who are supportive of this rezoning.

Since the August 19, 2024 request for first reading, City Planning and Legal staff met with Rick Chellman, Chair of the Planning Board, and amended the GNOD Ordinance. The amended ordinance was presented for first reading at the September 23, 2024 City Council meeting. The draft presented for first reading clarified and improved the GNOD Ordinance, bringing it into closer conformity with the remainder of the City’s existing Zoning Ordinance.

The Mayor’s Housing Blue Ribbon Committee met on September 19, 2024, reviewed the GNOD Ordinance, and voted to support the adoption of the new overlay district ordinance as presented. The Planning Board held a public hearing on the GNOD Ordinance at its October 17, 2024 meeting and voted to recommend its adoption. At the October 21st City Council meeting, the City Council held a public hearing and voted to pass second reading as amended with the correction of typographical errors and hold a third and final reading at this evening’s meeting.

I recommend that the City Council move to pass third and final reading as presented.

XI. City Manager’s Items Which Require Action:

1. Temporary Construction License for 2 Congress Street, the North Church of Portsmouth:

The North Church of Portsmouth, (“Owner”) is making improvements to the historic North Church at 2 Congress Street, shown on the City of Portsmouth’s Assessor’s Map as Tax Map 107, Lot 83 (“Property”). The Owner is making improvements which include improving ADA accessibility and the safety and functionality of the historic North Church. In order to make these improvements, Milestone Construction, LLC (“Licensee”) has requested to use 1,624 square feet of the sidewalk area in front of the North Church for a laydown area to make these improvements. This area is one of the City’s Public Forum Areas and it may not be used as such during the term of this License.

Licensee currently has an encumbrance permit for use of the City sidewalk through November 30, 2024 (ENCM 24-114). The improvements to the property will require the use of the 1,624 square feet of City sidewalk beyond the termination date of the encumbrance permit so Licensee is seeking a License from December 12, 2024 through April 15, 2025 (125 days) in order to complete the project.

Encumbrances for longer than 30 days are subject to the City Council’s policy entitled “License Fee for Encumbrance of City Property”. Under this policy, a daily fee of \$0.05 per square foot of encumbered City property is typically assessed ($\$0.05 \times 1,624 + \81.20 per day $\times 125$ days = \$10,150). However, the City Council, at its September 23, 2024 meeting, granted Owner’s request to waive fees associated with this project.

The Legal, Planning and Public Works Departments have reviewed and approved the form of [the attached License](#).

If the Council agrees to grant the temporary construction license to encumber the 1,624 square feet of sidewalk area that abuts 2 Congress Street, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept a temporary construction license to encumber the sidewalk area along 2 Congress Street that abuts the North Church as requested.

2. **Approval of 2025 City Council Calendar:**

[Attached please find the proposed City Council calendar for 2025.](#)

I recommend that the City Council move to approve and accept the calendar is presented.

3. **Second Extension of Temporary Construction License for EightKPH, LLC at 70 Maplewood Avenue:**

EightKph, LLC, (“Owner”) is making improvements to property it owns at 70 Maplewood Avenue, shown on the City of Portsmouth’s Assessor’s Map as Tax Map 125, Lot 17-3 (“Property”). The Owner is constructing a 4-story mixed-use building with a penthouse, commercial space and 14 residential units. In order to construct the foundation, install conduit under the sidewalk and maintain safe buffer zones for the public, the Owner sought a license to encumber the sidewalks that abut the Property along Maplewood Avenue and Deer Street. Council granted Owner’s license request on December 18, 2023 and on June 17, 2024, the Council granted a 150 day extension that expires on December 5, 2024. This request would extend the license period from December 6, 2024 to April 1, 2025.

The Owner has requested a Second License Extension for 117 days for reasons outlined in Owner’s October 30, 2024 letter to the Council included in the packet. The Owner received the wrong bricks (which required new bricks to be manufactured and sent), which has delayed the erection of the brick façade and the sidewalk improvements required by the site plan. The License Area is the same as the original request and is depicted [in the area outlined in the Exhibit attached to the Second License Extension.](#)

Encumbrances for longer than 30 days are subject to the City Council’s policy entitled “License Fee for Encumbrance of City Property”. Under this policy, a daily fee of \$0.05 per square foot of encumbered City property would be assessed for 1,722 square feet of sidewalk for a fee of \$86.10 per day x 117 days for a total License Fee of \$10,073.70.

The Legal, Planning and Public Works Departments have reviewed and approved the form of [the attached License extension.](#)

If the Council agrees to grant the second extension to the temporary construction license to encumber the sidewalks along Maplewood Avenue and Deer Street for property located at 70 Maplewood Avenue, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept a second extension of the temporary construction license to encumber the sidewalks along Maplewood Avenue and Deer Street that abut 70 Maplewood Avenue as requested.

4. **Temporary Construction License for 93 Market Street:**

East Coast Masonry, Inc., is repointing bricks to the exterior of a building located at 93 Market Street, shown on the City of Portsmouth’s Assessor’s Map as Tax Map 106, Lot 42 (“Property”) on behalf of Owner RA Morton Holdings, LLC. In order to make these improvements, [East Coast Masonry, Inc., \(“Licensee”\)](#) has requested to use 368 square feet of the sidewalk area at the corner of Market and Bow Street for pass-through staging to make these improvements.

The Licensee currently has an encumbrance permit for use of this sidewalk area through December 4, 2024 (ENCM 24-123). The repointing of brick at the Property will require the use of the 368 square feet of City sidewalk (with pass-through staging) beyond the termination date of the encumbrance permit so Licensee is seeking a License from December 5, 2024 through January 30, 2025 (57 days) in order to complete the project. The reason for the duration of this License request is that Licensee must coordinate with Eversource regarding the powerlines near the Property for safe access and is unable to control the timing of the powerline deactivation.

Encumbrances for longer than 30 days are subject to the City Council’s policy entitled “License Fee for Encumbrance of City Property”. Under this policy, a daily fee of \$0.05 per square foot of encumbered City property is typically assessed ($\$0.05 \times 368 = \18.40 per day $\times 57$ days = \$1,048.80). However, the City Council typically waives License Fees when pass-through staging is erected.

The Legal, Planning and Public Works Departments have reviewed and approved the form of [the attached License](#).

If the Council agrees to grant the temporary construction license to encumber the 368 square feet of sidewalk with pass-through staging at the corner of Market and Bow Street, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept a temporary construction license to encumber the sidewalk with pass-through staging at Market and Bow Street and to waive the License Fee as requested.

5. **Temporary Construction License for 50 South School Street:**

DeGeorge Home Improvements, LLC (“Licensee”) is making improvements to property owned by Philip L. and Tamara A. Schwartz, located at 50 South School Street, Unit 3, Portsmouth, NH, shown on the City of Portsmouth Assessor’s Map as Tax Map 101, Lot 60 (“Property”). The Licensee is remodeling the Property and [has requested to locate a dumpster in a parking space](#) located at the end of the parking lot that abuts the South School Street Playground. The Licensee has an existing encumbrance permit (ENCM 24-116) for use of the dumpster that expires on November 30, 2024. The License Area is 115 square feet and is depicted in [Exhibit A](#) attached to the License. The Licensee has requested to continue to use the dumpster from December 1, 2024 through March 3, 2025, for a total of 93 days.

Because the request for the encumbrance extends beyond 30 days, the Licensee has requested Council approval of this License.

Encumbrances for longer than 30 days are subject to the City Council's policy entitled "License Fee for Encumbrance of City Property". Under this policy, a daily fee of \$0.05 per square foot of encumbered City property would be assessed for 115 square feet for a daily fee of \$5.75 x 93 days for a total license fee of \$534.75.

The Legal, Planning and Public Works Departments have reviewed and approved the form of [the attached license](#).

If the Council agrees to grant a temporary construction license to encumber a parking space in the parking lot that abuts the South School Street Park for construction associated with property located at 50 South School Street, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept the temporary construction license to encumber a parking space in the parking lot that abuts the South School Street Park as requested.

6. **Acceptance of Community Health Improvement Plan:**

The Community Health Improvement Plan ("Plan") was developed collaboratively with local social service agencies and other stakeholders to define a vision and a starting point for future community health improvement planning. This Plan will help inform the City's distribution of remaining ARPA funds to agencies impacted by the pandemic and serving vulnerable populations in priority community health improvement areas.

At the October 21, 2024 City Council meeting, a draft of the Plan was provided as an informational item for comment. City staff across multiple departments have reviewed the draft Plan and provided input to the City's Director of Public Health which has resulted in minor, but helpful edits to the original draft. We are seeking the City Council's acceptance of [this final version of the Plan](#).

I recommend acceptance of the Community Health Improvement Plan as presented.

7. **Haven Court Land Swap:**

Mark McNabb, principal of One Market Square, LLC ("One Market Square"), has approached the City regarding a potential land swap in the area of Haven Court. This proposed transfer would provide the City with a deed to a portion of the High Hanover Garage which is encroaching on private property. In exchange, One Market Square is requesting the City convey a parcel of land adjacent to Fleet Street, which would provide One Market Square with title to the entirety of Haven Court. This would facilitate private improvements with public approval to the entirety to Haven Court, and in exchange the City would receive rights for public access, to install utilities, and to conduct maintenance on the High Hanover Garage.

At the City Council meeting on June 18, 2024, the City Council voted to refer this potential land swap to the Planning Board for a recommendation and report back.

At its regularly scheduled meeting on July 18, 2024, the Planning Board voted to recommend executing the land swap as described.

The City and One Market Square have entered into an agreement included in the City Council Agenda Packet (the “Agreement”) for reference regarding proposed improvements to Haven Court, High Street and Ladd Street at One Market Square’s expense. One Market Square now proposes to amend that agreement by proposing a land swap. [Amendment 1 to the Agreement](#), as drafted by the Legal Department is included in the City Council packet.

This agreement would provide the City Manager with the authority to complete the land transfers as described and would provide the ability for the City to review and approve modifications to Haven Court by and through staff and the Public Art Review Committee. This is in line with review procedures for public realm improvements as described in the Agreement.

For clarity, the proposed land transfers are as follows:

- The City would convey the land shown on the plan as “Land to be conveyed to One Market Square, LLC” to One Market Square.
- One Market Square would convey to the City the land shown on the plan as “Land to be conveyed to the City of Portsmouth” to the City.
- One Market Square would convey to the City a public access easement and a utility easement over the entirety of Haven Court.
- One Market Square would be responsible for affecting the improvements to Haven Court, as described in the letter from One Market Square, at its sole cost and expense, and as approved by the City Manager’s office or the Public Art Review Committee.
- The remaining terms of the Agreement with One Market Square would remain in full force and effect.

By making the proposed motion below, the City Council will confer the authority for the City Manager to (1) execute the Addendum 1 to the Agreement; (2) complete the land transfers as described; and, (3) grant the authority to approve improvements to Haven Court to the City Manager and the Public Art Review Committee.

I recommend that the City Council move to authorize the City Manager to execute and deliver an Addendum 1 to the 2023 Memorandum of Agreement with One Market Square, LLC in substantially similar form to the document contained in the agenda packet.

8. **Community Space Easement and Access Easement for Water Services for Property Located at 815 Lafayette Road:**

At its regularly scheduled meeting on January 18, 2024, the Planning Board granted site plan approval for the demolition of an existing building and tower along Sagamore Creek and the construction of three, four-story, 24-unit multifamily buildings, totaling 72 units, with associated site improvements. At the same meeting, the Planning Board granted a conditional use permit permitting work within the 100-foot wetlands buffer.

As a part of this vote, the Planning Board recommended the City accept an 87,551 square foot greenway community space easement, as well as an access easement for water services. [A drawing showing the approximate location of the community space easement is attached as Exhibit A.](#) The draft community space easement and access easement for water services are attached as [Exhibits B and C](#), respectively.

The Planning and Legal Departments have reviewed this easement for form.

I recommend that the City Council move to authorize the City Manager to accept and record a community space easement and an access easement for water services from Prospect North 815, LLC in substantially similar form to the easements contained in the agenda packet.

9. **Street Naming for 815 Lafayette Road -Waterford Place:**

[Attached please find a memorandum from the City’s Director of Planning and Sustainability Peter Britz](#) in reference to [a street naming request for Waterford Place.](#)

I recommend that the City Council move to authorize the use of Waterford Place as the private street name for the development at 815 Lafayette Road once the required easements, site review agreement and bonding are in place for the project.

10. **Lease Agreement Amendment with AIDS Response at Community Campus:**

AIDS Response of the Seacoast (“AIDS Response”) leased 1,834 square feet of the Seybolt Building from the City pursuant to terms of an Agreement dated August 23, 2018. The City Council voted to use ARPA funds for capital improvements to Community Campus to create new space for AIDS Response, in addition to reconfiguring the lease space for the existing tenants (Krepmpels Center, Child Advocacy Center, Seacoast Outright and the Seacoast Community School).

The City Council approved a new lease with AIDS Response for its reconfigured space at Community Campus on July 15, 2024. This lease creates a 5-year lease term with an option to renew and an Annual Rent Escalator of 5%. This lease was the first to be approved because the renovations for the AIDS Response leased space at Community Campus were completed first. During the process of reviewing the plans for the new lease space with the other tenants of Community Campus, the Indoor Playroom was removed from the common area for all tenants and will now be leased space for the Seacoast Community School during its hours of operations. In addition, one of the tenants raised concerns about the financial impact of the 5% Annual Rent Escalator.

The City acknowledged this concern and determined that a 3% Annual Rent Escalator, rather than a 5%, should be used for all Community Campus leases. As such, the 5% Annual Rent Escalator in the AIDS Response Lease Agreement needs to be amended to 3% in order for all Community Campus leases to have consistent terms.

I recommend that the City Council move to authorize the City Manager to finalize and execute an Amendment to the Lease Agreement with AIDS Response in a form similar to what is proposed in the Agenda Packet.

11. Lease Agreement with Krempels Center, Seacoast Outright and Child Advocacy Center of Rockingham County at Community Campus:

The City purchased the Community Campus property located at 100 Campus Drive, Portsmouth, New Hampshire (“Property” or “Community Campus”) on March 14, 2022 from The Foundation for Seacoast Health (“Foundation”). As was required by the terms of the Purchase and Sales Agreement, the Foundation assigned its interest in its Lease Agreements with all the tenants of Community Campus to the City by entering into Assignment and Assumption Agreements on March 14, 2022. Because the term of the assigned Lease Agreements for three of the tenants (Seacoast Outright, Krempels Center and Child Advocacy Center of Rockingham County, Inc. “CAC”) was set to expire on December 31, 2023, the City Council has approved two Amendments to extend the lease term through November 30, 2024 in order to give the City time to negotiate new lease agreements with these tenants.

The City and these three tenants have negotiated new Lease Agreements that correspond to the City’s fiscal cycle (July 1- June 30), as well as the fiscal cycle for these nonprofits. Plans for the reconfigured leased space at Community Campus have been finalized with each tenant ([Exhibit A to the Lease Agreements](#)). The leases create a 5-year lease term with an option to renew. Different rent rates, or Tiers, have been created for each of these tenants in relation to their overall impact on the premises, such as use of the common areas and maintenance services. All leases have a 3% Annual Rent Escalator. 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](#). Janitorial services for the tenants are memorialized in [Exhibit C](#). It should be noted that the City has gone out to bid for Janitorial Services, which may necessitate revisions to Exhibit C.

In the packet, [Exhibits B and C have only been attached to the Seacoast Outright Lease Agreement](#). The form of these Leases is the same as the AIDS Response lease that was approved by Council on July 15, 2024, with the exception of clarifying the common area and using a 3%, rather than a 5% Annual Rent Escalator. A request to amend the AIDS Response Annual Rent Escalator is also before the Council for its consideration tonight.

If the Council agrees to execute the three lease agreements, appropriate motions would be:

- *I recommend that the City Council move that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Seacoast Outright in a form similar to what is proposed in the Agenda Packet;*

- *I recommend that the City Council move that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Krempels Center in a form similar to what is proposed in the Agenda Packet; and*
- *I recommend that the City Council move that the City Manager be authorized to amend any Exhibit and to finalize and execute the Lease Agreement with Child Advocacy Center of Rockingham County, Inc., in a form similar to what is proposed in the Agenda Packet.*

XII. Consent Agenda:

A. Projecting Sign Request for 28 Deer Street:

Permission is being sought to install a projecting sign at [28 Deer Street](#) that extends over the public right of way, as follows:

Sign dimensions: 24” x 36”

Sign area: 6 sq. ft.

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

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

XVI. Approval of Grants/Donations:

A. Moose License Plate Conservation Grant - \$8,999.50:

The Finance Department is pleased to announce that the City of Portsmouth has been awarded one of the FY2024/2025 Moose License Plate Conservation Grants from the New Hampshire State Library in the amount of \$8,999.50 for the conservation project Preservation, Microfilming and Digitalization of Three Portsmouth Taxation Documents Dated 1912-1915. These monies will help preserve legally required and historically significant documents held by the Finance Department that initially were intended to be financed through the City’s Capital Improvement Program.

The New Hampshire State Library’s (NHSL) FY2024/2025 Conservation License Plate Grant Program is designed to help municipalities as well as other public organizations preserve their historic documents. The NHSL Grant awards up to \$10,000 to applicants to conserve publicly owned documents. The program aims to aid in the preservation of New Hampshire’s historic

manuscripts as well as increase their availability to the public. The Grant requires that these documents not only be professionally preserved but also scanned to preservation microfilm as well as digitized.

This is the eighth Moose License Plate Conservation Grant that the City has been awarded, for a total of \$74,473.30. Last Fiscal Year the City was awarded a grant for \$9,695.80 to preserve three historic documents dated 1909-1911. The Finance Department is grateful to have been awarded this grant which will aid in both increasing resident access to historic City documents and in offsetting capital dollars needed to complete this required work.

I recommend that the City Council move to approve and accept the grant as presented.

B. Acceptance of Donation to the Cemetery Committee - \$200:

Attached please find a donation for approval and acceptance for the work of the Cemetery Committee from Joe Porter in the amount of \$200.

I recommend that the City Council move to approve and accept the donation for the work of the Cemetery Committee as presented.

XVII. City Manager's Informational Items:

1. Verbal Revaluation Update:

City Assessor Rosann Lentz will provide a verbal update on the revaluation process at this evening's meeting.

2. Private Winter Farmers' Market Request:

The Health Department has been approached by Mark McNabb to permit a Winter Farmers' Market (to be located inside Hearth Market, 60 Penhallow Street) that would allow local food producers/growers to provide fresh, locally grown and/or produced products directly to consumers during the winter months in an indoor setting. Currently, the Health Department does not have a mechanism to permit an indoor seasonal Farmers' Market. The permit fee associated with the Farmers' Market held seasonally at City Hall is associated with a contract held between the Seacoast Eat Local group and the City. The fee is structured to be assigned only for the Spring/Summer season to members of the contracted group.

Staff and I support the encouragement of winter farmers' markets as it increases access to fresh, nutritious food which supports a healthy community, it promotes sustainability by keeping foods close to where they are grown/produced (lower greenhouse gas emissions, less plastic and waste generation), and it helps to stimulate the local economy. The request from Mr. McNabb is to stand up his proposed Winter Farmers' Market in December pending vendor availability and run through April.

Health and Legal staff will work together to create a formal Memorandum of Understanding between the Hearth Market and the City which will authorize Health Department staff to assess the \$140 per vendor permit fee and allow for the duration of the winter market to match that of the summer market. The Market Manager and Vendors will follow all regulations/requirements as outlined in the established Farmers' Market protocol.

At the next regular meeting of the Fee Schedule Committee, staff will propose to add a new line item to the Health Department's Fee Schedule (\$140 per Vendor/Winter Season) to allow for a Winter Farmers' Market to be permitted seasonally, and with the winter season defined as November – April of any given year.

3. Report Back on Outdoor Dining – End of Season Summary:

The 2024 outdoor dining season ran from May 1, 2024 to October 15, 2024. During this time, the City granted 31 Outdoor Dining Encumbrance Permits and collected a total of \$53,735.00 in fees. 4 permits were granted for businesses along Portwalk Place, where fees were waived as the land is privately owned, and 6 permits were granted to businesses that shared spaces. Out of the 31 permits, 12 businesses used parking spaces for outdoor dining which resulted in a total of 21 parking spaces temporarily removed from the inventory (this includes the loss of 3 spaces due to the use/relocation of a loading zone).

The Outdoor Dining Encumbrance Permit application process opened on March 1, 2024, at which time City staff began meeting once a week to review progress and address unique circumstances and issues. This season was the first with an adopted City Ordinance (Chapter 6 Article XVII) and Outdoor Dining Design Standards. Fees for each permit were calculated according to the location of the outdoor dining area (street or sidewalk) and the total square footage used. Fees were assessed as follows: \$5 per square foot of City sidewalk area (\$750 minimum) and \$5 per square foot of City parking spaces (\$750 minimum).

In comparison, the 2023 season saw 39 total permits with \$94,253.80 in total fees collected. Of the 39 permits, 15 businesses used parking spaces for outdoor dining which resulted in a total of 38 parking spaces temporarily removed from the inventory. Decreases in total permits, fees, and parking spaces from 2023 to 2024 are likely a result of both fewer permits issued and smaller spaces requested for certain establishments. In 2024, the City also restricted dining setups in travel lanes.

Parking Calculations as provided by the Department of Public Works:

2023

- 15 Participating Businesses
- 38 Total Parking Inventory Utilized
- \$128,552.73 Opportunity Cost (Parking Revenue Not Realized) from the 38 Spaces between 5/1/23 and 10/10/23

2024

- 12 Participating Businesses
- 21 Total Parking Inventory Utilized
- \$77,406.76 Opportunity Cost (Parking Revenue Not Realized) from the 21 Spaces between 5/1/24 and 10/15/24

4. **Report Back on Water and Sewer Capacity:**

[Attached please find a report back on water supply capacity and wastewater treatment capacity.](#)

5. **Verbal Update on FlashVote Survey Regarding Capital Priorities:**

I will provide a verbal update on the next FlashVote survey regarding the City's community priorities toward capital investment.

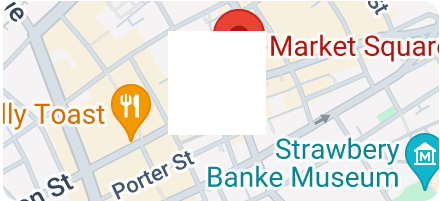
6. **Pease Development Authority Board Meeting Update:**

I will provide a verbal update on the Pease Development Authority's recent Board Meeting held on November 14, 2024.

Portsmouth, New Hampshire
Google Street View
Sep 2019 See more dates



Image capture: Sep 2019 © 2024 Google



LICENSE AGREEMENT
2 CONGRESS STREET
THE NORTH CHURCH OF PORTSMOUTH

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Milestone Construction, LLC ("Licensee") on behalf of the North Church of Portsmouth, with an address of 2 Congress Street, Portsmouth, NH, 03801 ("Owner") pursuant to the following terms and conditions:

1. **License Area:** The Owner owns the historic North Church of Portsmouth, property located in the City of Portsmouth, Rockingham County, State of New Hampshire, at 2 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 107, Lot 83 ("Property").

The City authorizes Licensee to temporarily use 1,624 square feet of the sidewalk area that abuts the Property located at 2 Congress Street, more particularly described and outlined in yellow in Exhibit A attached. Please note that this License Area is one of the City's Public Forum Areas and it may not be used as such during the terms of this License.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's improvements to the North Church of Portsmouth, which include improving ADA accessibility and the safety and functionality of the historic North Church. Currently Licensee is encumbering the License Area through December 11, 2024 (ENCM 24-114). The improvements to the Property will require use of the License Area beyond the termination date of the encumbrance permit so Licensee seeks this License to complete the project.
3. **Term:** The License for License Area shall be for approximately 125 days, from December 12, 2024 through April 15, 2025.

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

City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City a License Fee in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for the sidewalk encumbered by this License of \$0.05 per square foot per day.

The License Area includes 1,624 square feet of sidewalk that abuts the Property at 2 Congress Street. The fee of \$0.05 per 1,624 square feet per day is \$81.20. The total fee for \$81.20 per day x 125 days is **\$10,150**.

However, on September 23, 2024, the City Council unanimously granted Owner's request to **waive fees** associated with this project. Therefore, there will be no License Fee associated with this License.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the License Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the License Area.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License if required when closing roads that abut the Property.

9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of Licensee's repairing the damage.

10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of a site plan may, at the City’s discretion, result in revocation.

11. **Revocation:** The City may terminate this Agreement, or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72-hour written notification is required by the City if it is an emergency.

12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee’s vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractors shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractors may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2024.

CITY OF PORTSMOUTH

By: _____
 Karen S. Conard, City Manager

Pursuant to vote of the City Council
 on

Dated this _____ day of _____, 2024.

MILESTONE CONSTRUCTION, LLC

By: _____

**2025 SCHEDULE OF CITY COUNCIL MEETINGS
AND WORK SESSIONS**

Regular Meetings - 7:00 p.m.

January 6 and *21 (Tuesday)

February 3 and *18 (Tuesday)

March 3 and 17

April 7 and 21

May 5, 19 and *28 (Wednesday)

*Budget Public Hearing followed by Budget Work Session

June *9 and 23

*Continuation of Budget Public Hearing & Adoption of the Budget)

July 14 (One meeting for the month of July)

August 4 and 18

September 8 and 22

October 6 and 20

November 17 (One mtg due to Municipal Election)

December *8 and 22

*Adoption of CIP

Work Sessions - 6:00 p.m.

January 15th (Budget Work Session – Wednesday @ 6:00 p.m.)

May 12th (Police & Fire Dept. Budget WS - *Budget Monday 6:00 p.m.)

May 14th (School Dept. & General Government Budget WS – Wednesday @ 6:00 p.m.)

May 21st (Parking, Water/Sewer & Stormwater Dept. Budget WS – Wednesday @ 6:00 p.m.)

May 28th (Budget Review WS following Budget Public Hearing @ 6:00 p.m.)

Nov. 12th (CIP Joint WS with Planning Board – Wednesday @ 6:00 p.m.)

All Work Sessions will be held in Council Chambers unless otherwise indicated

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

EightKph LLC
233 Vaughan Street, Unit #301
Portsmouth, New Hampshire 03801

Date: **October 30, 2024**

To: City of Portsmouth City Council

Re: 70 Maplewood, Portsmouth, NH, Sidewalk Encumbrance Permit

We are hereby requesting a second 120-day extension of the current sidewalk license at 70 Maplewood Ave. The current sidewalk encumbrance license expires on December 5, 2024. This request would extend the license period from December 6, 2024 to April 1, 2025.


The manufacturer of the brick for 70 Maplewood apparently changed their kiln firing process in the interim period between our approvals and actual construction. The net result of that change was a small, but noticeable, percentage of brick that did not match our specifications. The Architect (Carla Goodnight) identified the issue during our weekly walk throughs and asked for a substantial slow-down in brick work while she worked out the issue with the manufacturer. Essentially this will require that they re-manufacture and blend in corrected materials, a time-consuming process. These issues have been corrected as of the date of this letter.

As a result of the temporary Maplewood bridge closure, sidewalk and vehicular traffic on Maplewood has been substantially reduced. This has mitigated the impact of the sidewalk closure. Many thanks to DPW for aligning that work with our schedule even if it was coincidence.

All utility upgrades, water/sewer connections and disconnects in the street have been successfully completed per the site plan. Continued use of the sidewalk area will facilitate the use of hydro-electric lifts for the brick work (instead of staging), which will further accelerate production. As requested at our last meeting, we have prioritized the Maplewood face of the building and we do plan to have that sidewalk back in service first.

There are still several sidewalk improvements in the site plan (street lights, tree vaults, signage, Art) that cannot be completed until the brick façade has been completed and continued use of the sidewalk area will allow for the sidewalk to be returned to service 100% complete after the Winter season.

Thank you all for your consideration,



Thomas Balon Jr.
EightKph LLC, Manager

SECOND LICENSE EXTENSION AGREEMENT
70 MAPLEWOOD AVENUE

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this second Revocable License Extension to EIGHTKPH, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 233 Vaughan Street, Unit 301, Portsmouth, NH, pursuant to the following terms and conditions:

1. **License Aea:** The Owner owns the property located in the City of Portsmouth, Rockingham County, State of New Hampshire, at 70 Maplewood Avenue, shown on the City of Portsmouth's Assessor's Map as Tax Map 125, Lot 17-3 ("Property"). For the Owner's title to the Property, see Rockingham County Registry of Deeds at Book 6348, Page 2213.

The City authorizes Licensee to temporarily use 1,722 square feet of sidewalk that abuts the Property along Maplewood Avenue and Deer Street more particularly described and highlighted in yellow in Exhibit A attached.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four-story building with commercial space, dwelling units and a penthouse.
3. **Term:** The License for License Area shall be for approximately 117 days, from December 6, 2024 through April 1, 2025.

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

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.

5. **License Fees:** The Owner shall pay to the City a License Fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for the sidewalk encumbered by this License of \$0.05 per square foot per day.

License Fee Calculation: The total License Fee for the License is \$0.05 x 1,722 square feet = \$86.10 per day x 117 days = **\$10,073.70**. The License Fee shall be paid in full prior to the start of the term of the License.

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

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the License Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the License Area. This shall include pedestrian signage and working with the City's Department of Public Works to temporarily stripe new crosswalks for pedestrians as highlighted in orange in Exhibit A.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License when closing roads that abut the Property and shall advise abutters of all Flagging Permit applications in advance. Owner is also required to provide weekly updates to abutters regarding construction activity for the following week until the project is complete.

9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of Licensee's repairing the damage.

10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of a site plan may, at the City’s discretion, result in revocation.

11. **Revocation:** The City may terminate this Agreement, or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72-hour written notification is required by the City if it is an emergency.

12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee’s vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractors shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractors may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2024.

City of Portsmouth

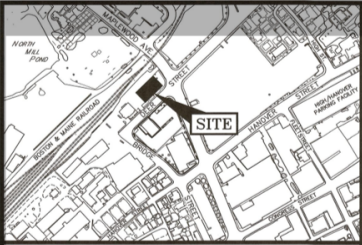
By: _____
 Karen S. Conard, City Manager

Pursuant to vote of the City Council
 of

Dated this _____ day of _____, 2024.

EIGHTKPH, LLC

By: _____
 Thomas H. Balon, Jr., Manager



LOCATION MAP SCALE: 1" = 300'

PROPOSED SIGNAGE:
(W/YELLOW BACKGROUND)
LOADING ZONE
7AM-10AM
4PM-6PM

FENCE BARRIER LEGEND:

- A ——— SOLID CONCRETE BARRIERS WITH SOLID FENCE ABOVE AT ROAD EDGE
- B - - - - - MOVABLE FENCE/ACCESSIBLE FENCED AREA
- C - - - - - SOLID FENCE

TBM 4
CHEELED SQUARE
IN NE CORNER OF
TRANSFORMER PAD
EL=+4.77

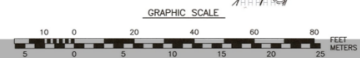
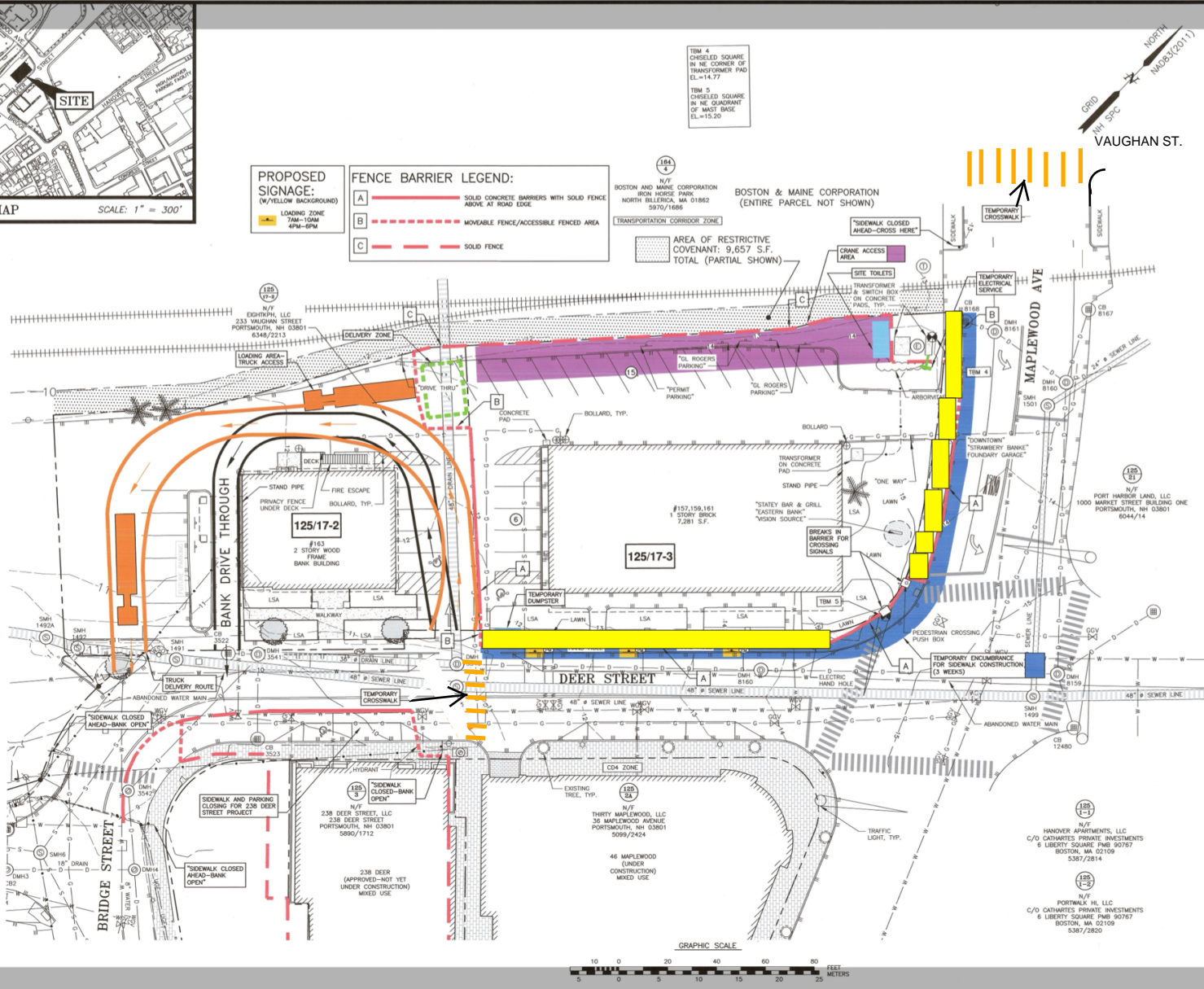
TBM 5
CHEELED SQUARE
IN NE QUADRANT
OF MAIN BASE
EL=+15.20

BOSTON AND MAINE CORPORATION
IRON HORSE PARK
NORTH BELLINGHAM, MA 01862
5970/1686

TRANSPORTATION CORRIDOR ZONE

AREA OF RESTRICTIVE COVENANT: 9,657 S.F. TOTAL (PARTIAL SHOWN)

BOSTON & MAINE CORPORATION
(ENTIRE PARCEL NOT SHOWN)



- NOTES:**
- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSORS MAP 125 AS LOT 17-3.
 - 2) OWNER OF RECORD: EIGHTKPH, LLC 233 VAUGHAN STREET UNIT 301 PORTSMOUTH, NH 03801 6348/2213
 - 3) PARCEL IS LOCATED IN CHARACTER DISTRICT 5 ZONE, DOWNTOWN OVERLAY, NORTH END INCENTIVE OVERLAY & HISTORIC DISTRICTS.
 - 4) DIMENSIONAL REQUIREMENTS: SEE ZONING TABLE.
 - 5) LOT AREA: 22,667 S.F. 0.5204 ACRES
 - 6) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259F, EFFECTIVE JANUARY 29, 2021
 - 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE CONSTRUCTION ELEMENTS.
 - 8) WORKER PARKING WILL BE OFFSITE.

**SITE DEVELOPMENT
EIGHTKPH, LLC
70 MAPLEWOOD AVENUE
PORTSMOUTH, N.H.**

NO.	DESCRIPTION	DATE
2	SITE TOILET LOCATION, FENCING	8/21/23
1	FENCING/SIGNAGE	8/10/23
0	ISSUED FOR COMMENT	4/26/23

REVISIONS	

SCALE: 1" = 20' AUGUST 2022

EXISTING SITE CIMP PLAN **CM1**

November 1, 2024

East Coast Masonry Inc.
766 Goodwin Rd.
Eliot, ME 03903
207 439-3318

Mr. Mayor and City Council Members,

East Coast Masonry Inc. is requesting a temporary license to complete repointing the brick veneer at 93 Market St. as shown on the City of Portsmouth Assessor's Map as Tax Map 106, Lot 42 ("Subject Property"). We are asking as we must rely on a third party (Eversource) to cover power lines for a safe working environment.

Thank you for your consideration regarding this request.

Mark Young

A handwritten signature in black ink, appearing to read "Mark Young", with a long horizontal stroke extending to the right.

LICENSE AGREEMENT
93 MARKET STREET

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to East Coast Masonry, Inc., 766 Goodwin Road, Eliot, ME 03903 ("Licensee"), on behalf of Owner RA Morton Holdings, LLC, with a principal place of business at 15 Stonewall Way, Newmarket, NH, 03857, ("Owner") pursuant to the following terms and conditions:

1. **License Area:** The Owner owns the land with buildings and other improvements, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 93 Market Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 106, Lot 42 ("Property"). For the Owner's title to the Property, see Rockingham County Registry of Deeds at Book 3260, Page 2027.

The City authorizes Licensee to temporarily use 368 square feet of sidewalk that abuts Bow Street more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of erecting walk-through scaffolding to facilitate the repointing of bricks for the building at the Property. The Licensee has an existing encumbrance permit for this work (ENCM 24-123) that will expire on December 4, 2024. Because the work will not be completed by December 4, 2024, Licensee is seeking this License.
3. **Term:** The License for License Area shall be for 57 days, beginning December 5, 2024 and ending January 30, 2025.

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

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Licensee shall pay to the City a License Fee in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Licensee will be charged a daily fee of \$0.05 per square foot of encumbered sidewalk.

The License Area includes 368 square feet of sidewalks on Bow Street. The fee of \$0.05 per 368 square feet per day is \$18.40. The total fee for 57 days is **\$1,048.80**.

The encumbered sidewalk has pass-through staging for public access. When the public has access to the License Area through pass through staging, License Fees are typically waived.

If the Council does not waive the License Fee, the total License Fee for the License Area in the amount of **\$1,048.80** shall be paid in full to the City in advance of the commencement of the term of this Agreement.

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

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the License Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the License Area.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License when closing roads that abut the Property or its

environs and shall advise abutters of all Flagging Permit applications in advance.

9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any site plan condition may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement, or any provision contained in this Agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72-hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2024.

City of Portsmouth

By: _____
Karen S. Conard, City Manager

Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2024.

East Coast Masonry, Inc.

By: _____



Property Information

Property ID 0152-0026-0000
Location 24 KENSINGTON RD
Owner MALLOY MARY REVO TRUST 9/22/06



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 08/24/2023
 Data updated 3/9/2022

Print map scale is approximate.
 Critical layout or measurement
 activities should not be done using
 this resource.



TO: CITY COUNCIL

FROM: Louis DeGeorge, DeGeorge Home Improvements

SUBJECT : 50 South School Street Unit #3, Portsmouth , MA

ENCUMBRANCE Permit/Licences

We are currently remodeling a Unit at 50 South School Unit #3, in Portsmouth . We have a 30 day Encumbrance Permit for a dumpster at this time. We are requesting through our application and your consideration a new permit to take us to March 3, 2025 which is our scheduled completion of job.

Thank you,

LOUIS DEGEORGE

DeGeorge Home Improvements LLC

Cell:617-901-1414

www.degeorgehomeimprovements.com

WE ARE A PROUD PARTNER WITH



DeGeorge Home Improvements is a registered business of

NEW HAMPSHIRE: Registered Office 84 W BROADWAY , STE 200 Derry NH 03038 .

LICENSE AGREEMENT
50 SOUTH SCHOOL STREET

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to DeGeorge Home Improvements, LLC., ('Licensee') with a mailing address of P.O. Box 238, Unit 33, Georgetown MA, 01833-0338, on behalf of Owners Philip L. and Tamara A. Schwartz, 50 South School Street, Unit 3, Portsmouth, NH 03801 ("Owner") pursuant to the following terms and conditions:

1. **License Area:** The Owner owns a condominium located in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 50 South School Street, Unit 3, Portsmouth, NH 03801 shown on the City of Portsmouth's Assessor's Map as Tax Map 101, Lot 60 ("Property"). For the Owner's title to the Property, see Rockingham County Registry of Deeds at Book 6504, Page 0447.

The City authorizes Licensee to temporarily use 115 square feet to locate a dumpster across the street from the Property in a parking space in the South School Street Park more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of locating a dumpster to facilitate the remodeling of the Property. The Licensee has an existing encumbrance permit for this dumpster (ENCM 24-116) that will expire on November 30, 2024. Licensee is seeking this License because the remodeling work will not be completed by the termination date of the Encumbrance Permit.

3. **Term:** The License for License Area shall be for 6 months (total of 93 days), beginning December 1, 2024 and ending March 3, 2025.

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

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Licensee shall pay to the City License fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee of \$0.05 per square foot for use of a parking space in the parking lot of the South School Street Park.

The License Area includes 115 square feet. The fee of \$0.05 per 115 square feet per day is \$5.75. The total fee for 93 days is **\$534.75.**

The total License Fee for the License Area in the amount of **\$534.75** shall be paid in full to the City in advance of the commencement of the term of this Agreement.

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

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the License Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the License Area.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License when closing roads that abut the Property or its environs and shall advise abutters of all Flagging Permit applications in advance.

9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any site plan condition may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement, or any provision contained in this Agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72-hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2024.

City of Portsmouth

By: _____

Karen Conard
City Manager

Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2024.

DeGeorge Home Improvements, LLC

By: _____

Dumpster location



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 09/26/2024

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

DRAFT

Community Health Improvement Plan

Presented by the
City of Portsmouth NH
Health Department



This Community Health Improvement Plan was developed collaboratively with local service agencies and other stakeholders to define a vision and a starting point for future community health improvement planning. The Community Health Improvement Plan is the *community's plan*, intended to inform decision makers ahead of policy decisions and their implementation by City staff – not a *government plan* for the community. It works to paint a portrait of who our neighbors are and asks that, with a “Health In All Policies” approach in place, the City ensures it has the capacity and tools to consider the impact on our most vulnerable populations whenever and wherever policy, infrastructure, investment and planning decisions are made and implemented.

Many City departments and community nonprofits address services to improve “social determinants of health.” Promoting and supporting social connections and communicating the availability of services to the city’s vulnerable populations makes them less vulnerable and the city more resilient. In Portsmouth, nonprofit providers and agencies who are part of the overall public health services net deliver a broad range of services to the city’s vulnerable populations. This Plan is intended to outline important areas of support the City can provide without duplicating functions already working in county or state government or through Federal funding channels.

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OUR RECOMMENDATION: HEALTH IN ALL POLICIES

The City of Portsmouth Health Department is pleased to present the Community Health Improvement Plan. This report summarizes the results of a quantitative Community Health Profile conducted in 2022-23 and a number of qualitative Health Needs Assessment discussions with the agencies and clients of organizations who provide services to the most vulnerable and often underserved populations on the Seacoast.

HHealth is a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity. – World Health Organization

Message from the Director of Public Health

On April 18, 2022, the Portsmouth City Council approved the expenditure of American Rescue Plan Act (ARPA) funds for a Community Health Improvement Plan in the wake of the Covid-19 global pandemic. This Plan is a result of a collective desire to gain a fuller understanding of this community's current makeup, the needs of vulnerable populations and ways the City can build toward the goal of more complete health and wellness for all citizens. This goal encompasses daily life through public health emergency response.

During the Covid-19 pandemic, it became clear that although all sectors of Portsmouth were impacted, several populations were impacted more severely, even to the point of losing the daily supports they needed to live safely. There are still many populations who are suffering the effects of the pandemic's destruction of their support systems. The erosion of those safety nets placed already vulnerable children and adults on the precipice of crisis. Not having supports available in non-emergency situations means that when emergencies happen the consequences are magnified, not only for those in these precarious situations, but for the community as a whole.

As public health programs across the country found during the Covid pandemic, even communities within the same state can have very different strengths, assets, risks and vulnerabilities that impact health and wellness. This awareness led the City of Portsmouth to coordinate a municipal Community Health Improvement Plan that identifies priorities and response strategies specific to the health and wellness needs of people who live and work in Greater Portsmouth.

Throughout this Plan, we highlight the needs of our most vulnerable groups. Though their numbers may be small in some cases, the pandemic left these residents less able to engage in daily life than before. Many feel unseen, unheard and left out of the recovery much of the rest of Portsmouth has enjoyed. This Community Health Improvement Plan gives the community the opportunity to change those impacts and perceptions and benefit from hearing a more diverse set of voices.

Although we are no longer in a public health emergency, many residents continue to be disproportionately impacted by natural and socio-economic events such as disease outbreaks and disasters, the elimination of services and reduced standards of care, climate change and other challenges.

The time to build resiliency, equity, fairness and inclusivity into our community is before the next disaster. This plan addresses the reality of those left in the wake of the pandemic, to give us a fuller understanding of this community's current demographic makeup, the presence and needs of vulnerable populations and the ways the City can support more complete health and wellness across the community.

The Community Health Profile (link to full report) is rich with data and information about Portsmouth as a whole. It is a snapshot in time. The information used is the best available, most reliable data; but there are some groups for which data simply isn't available. We will need to find better ways to quantify and include those residents or issues as we move forward with Community Health Improvement Planning.

The Community Health Needs Assessment was developed through community listening sessions with individuals and representatives from the identified vulnerable population groups to understand their needs, perspectives on attaining health and wellness in Portsmouth and the gaps that exist in serving those needs. It is by no means all-inclusive, yet there are common themes among many of our residents, and the assessment provides a foundation for further health and wellness improvement across the city.

The Community Health Improvement Plan includes several recommendations that provide a framework to address barriers that prevent all residents from achieving a healthy and fulfilling life and the promise of equal safety in disasters and public health emergencies.

In terms of methodology, this Plan is based on an analysis of available statistical data on the national, state, county and local levels and on qualitative community discussions with vulnerable individuals and the service agencies who provide direct care and support. (For links to these agencies and short profiles of the populations they serve, see the last page.)

The community input was strong and clear: individuals, and the agencies who support them, want to be involved in ongoing community health improvement planning, providing direct input and collaborating on problem solving that is very specific to their populations and their needs.

The takeaway from these assessments is that the biggest priority for the City of Portsmouth is to build a culture based on the philosophy of Health in All Policies. This document provides a starting point for in-depth and continuing health and wellness improvement planning across Portsmouth.

Modeled on the impactful “Portsmouth is an Eco-Municipality” example, this Plan recommends that the City of Portsmouth declare itself a “Health In All Policies Municipality” and build the foundations and resources to support that declaration.

The Community Health Improvement Plan is the *community’s plan*, not a *government plan* for the community. It works to paint a portrait of who our neighbors are and asks that the City ensure it has the capacity and tools to consider the impact on our most vulnerable populations whenever and wherever policy, infrastructure, investment and planning decisions are made and implemented.

The basis of a Community Health Improvement Plan is the understanding that an individual’s health is influenced by the interaction of many factors. These include genetics, biology, individual behavior, access and barriers to health care and social, economic, natural and built environments as well as what services are available to residents.

While professional medical care is vitally important, only a small portion (15–20%) of overall health and longevity can be attributed to formal health care. The “social determinants of health” that affect all members of the community (often disproportionately) -- including age, race, income, racism, climate change and a real or perceived lack of support that can leave some populations feeling unrecognized and underserved -- have a far greater impact on how long and how well people live than does direct medical care. The interaction among health, social and environmental factors is complex and requires a non-siloed approach to policy and planning.

Throughout the process of creating the Profile, the Assessment and the Plan, we have documented the implementation of several public and private strategies to address identified needs. Portsmouth is fortunate to have many very responsive and forward-thinking nonprofit and human-service-focused entities that tirelessly serve and advocate for their beneficiaries, especially the most vulnerable in our community. They are a vital part of local public health. This community would be much poorer, and less resilient, without them.

I would like to thank the Portsmouth City Council and City Manager Karen Conard for understanding and supporting this effort, along with the many residents and support agencies who participated in discussions with openness and honesty. I would also like to recognize the talent and efforts of our consultants Dr. Tory Jennison and Maria Sillari who shepherded these efforts, and the contributions of Johnson Adekile and Hannah Lightcap who aided in the research. I hope this process will be the springboard for a better future for all of our community.

With deep appreciation,



Kim McNamara,
City of Portsmouth
Director of Public Health



EXECUTIVE SUMMARY

The purpose of the Community Health Improvement Plan is to define a baseline snapshot of current (as of 2024) health needs in Portsmouth, to define the most vulnerable populations among residents and to recommend investment in processes and projects that improve community conditions. Following the process of identifying and quantifying those needs, this Plan suggests strategies – including Health In All Policies awareness – to increase engagement and the exchange of information and resources among the City of Portsmouth government and staff, citizens and local human services agencies and their clients and neighbors. The goal of this plan is to recommend promising evidence-based strategies the City can support to improve the community conditions that impact health and wellness, especially for vulnerable populations.

Not surprisingly, the priorities defined by the Needs Assessment and interviews include:

- Promote a healthy environment
- Increase access to workforce and supportive housing
- Increase access to transportation options
- Reduce food insecurity
- Reduce impacts of mental health challenges and social isolation
- Reduce impacts of substance misuse

This plan recommends that the City of Portsmouth:

- Develop a mechanism and allocate additional resources for individuals and nonprofits providing services to Portsmouth’s vulnerable residents to make their needs known to the City Council;
- Adopt City staff and government informational and communications practices that elevate awareness of the vulnerable and their needs and help advance solutions.
- Assess and adjust City services to reflect diverse, equitable and inclusive health and wellness practices; and
- Apply a “Health In All Policies” approach to City policy development and planning.

HEALTH IN ALL POLICIES

Using a Health In All Policies (HIAP) approach, the City will bring health, well-being and equity considerations into the development and implementation of policies, programs and services among all City departments, boards, committees and partner agencies. Health In All Policies offers an effective philosophy for responding to a variety of complex and often intertwined problems such as chronic illness, growing inequality and health inequities, an aging population, impacts of climate change and related threats to natural resources, while balancing City goals with available resources.

HEALTH IN ALL POLICIES

Health in All Policies can produce innovative and effective solutions by encouraging cross-departmental and cross-disciplinary thinking that serves residents equitably and sustainably.

Promoting a healthy community means addressing the themes highlighted in this plan: environmental factors, housing, transportation, food insecurity, mental health, social isolation and substance misuse. Following the recommendations outlined in this Plan can be as simple as considering the impact on health and the environment whenever policy decisions are being made.

Health In All Policies recommendations must offer best practices in delivering City services that ensure that vulnerable groups -- who are often marginalized due to these factors -- are served. The City must help them emerge from their perception that they are unknown to the rest of Portsmouth and left behind as Portsmouth progresses.

The Health In All Policies means:

- **Equity:** The City provides all community members with equal and effective City services, resources, opportunities and influence, so that all people achieve their full potential to thrive. Equity is a purposeful journey toward well-being for those most negatively impacted.
- **Inclusion:** The City treats all people respectfully, values all people for their distinctive skills, experiences and perspectives; engages all people in contributing to the community’s success; plans for the needs of all residents and leverages resources and City services fairly.
- **Sustainability:** The City provides services that meet the needs of current and future generations at the same time that they advance environmental conservation, economic prosperity and a high quality of life for all.

Promoting and supporting social connections and communicating the availability of services to the city’s vulnerable populations makes them stronger and the city more resilient. In Portsmouth, several City departments and the nonprofit providers who are part of the overall public health network deliver a broad range of services. This Plan is intended to outline important areas of support the City can provide without duplicating functions already working in City, county or state government or local nonprofits and human-service-focused organizations.

COMMUNITY HEALTH IMPROVEMENT PLANNING

What is a Community Health Improvement Plan (CHIP)?

A standard “best practice” for evaluating and guiding municipal public health, a “Community Health Improvement Plan” (CHIP) is based on a long-term, systematic, problem-solving process. Starting with community health assessment activities and conversations with collaborative stakeholders and the public, the Plan serves as a guiding document for a range of recommendations intended to improve community health and wellness.

The City facilitated a robust Community Health Needs Assessment to kick-off the CHIP process by developing a [Profile](#) of local, county, state and national demographic data, identifying vulnerable populations. The next step was to convene groups of key stakeholders including organizational partners and representatives of vulnerable/minority populations. By focusing on both quantitative data and qualitative expressions of the challenges and concerns that exist at the local level, the City is in a better position to implement effective strategies to increase the support necessary to improve the mental, behavioral and physical health and wellness of all residents.

This Community Health Improvement Plan was prepared by the City of Portsmouth Health Department with direct input from non-profits who serve these vulnerable populations and the individuals themselves. The report is divided into three sections:

1) **“Who is Portsmouth?”** – a statistical overview of Portsmouth residents (with comparisons to Rockingham County, the State of New Hampshire and national statistics).

2) **An assessment of the most vulnerable populations and their health needs in Greater Portsmouth.** This section seeks:

- Awareness of vulnerable populations in City planning, outreach, investment opportunities and infrastructure;
- To destigmatize mental health and increase community understanding that mental health is part of overall health and wellness;
- Increased community education and communication on topics identified in this Plan;
- Increased awareness of underserved populations: the needs and available resources for veterans, seniors, youth, the unhoused, disabled, minorities, LBGTQ+, low-income/underserved residents and others; and
- Collaborative efforts to supplement resources that address unanswered needs.

3) **Recurrent themes and health improvement needs based on extensive focus group and survey research among local service agencies and their clients.** This section addresses six recurrent themes among the City’s vulnerable populations: environmental health, housing, transportation, food insecurity, mental health/social isolation and substance misuse and offers some conclusions regarding the loss of social safety nets and their workforce due to these issues.



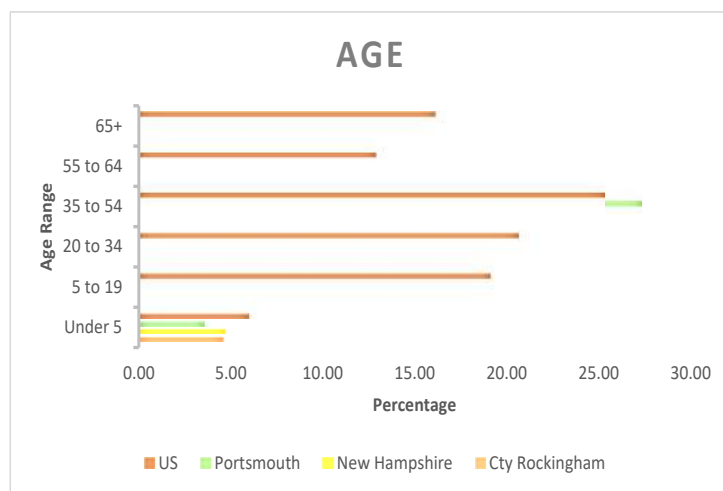
WHO IS PORTSMOUTH?

A Statistical Snapshot

Current Population = 22,713

In 2023 the City of Portsmouth Health Department hired the Community Health Institute to develop a Community Health Profile for Portsmouth. The profile used the best available, reliable data to paint a picture of who Portsmouth residents are and to identify the leading health issues facing the area while also using a comparative lens to analyze trends in the city, Rockingham County, the State of New Hampshire and the United States. The full Community Health Profile can be [found on the City website](#).

Population Trends: Portsmouth is currently growing at a rate of 1.09% annually and its population has increased by 4.49% since the most recent census, which recorded a population of 21,992 in 2020. The median resident age is 42.3 years. The median New Hampshire age is 43.3 years.



Age: Portsmouth has a greater proportion of residents 65 and older than either Rockingham County, the State of New Hampshire or the US. New Hampshire as a state has the second-oldest population in the United States. One out of every five NH residents is over the age of 60 and the latest demographic research shows these trends continuing. The state’s Office of Energy and Planning projects a 129% increase in the number of residents age 65+ and a 243% increase in the population age 85+ by 2040.

As the population ages, some develop disabilities that make it difficult or impossible for them to stay safe at home or evacuate if necessary. Grant programs that assist seniors in such situations often do not cover the expense of ramps, lifts and other repairs or equipment that could make a person’s home safer. Seniors generally want to remain in their homes; but those with fixed incomes often cannot afford these additional costs.

Sources:

US Census Bureau (2020-2021,) American Community Surveys (2010-2021) 5-yr: S0101 Age and Sex.

[NH 10-Year State Energy Strategy \(July 2022\)](#)

In Portsmouth there are senior and disabled residents who lost their home health care and other social services during the pandemic. Dangerous conditions and situations now occur more frequently and go undetected longer than pre-pandemic. The loss of these daily living supports, isolation from family, friends, community and services have left more Portsmouth seniors and disabled residents in very poor, often life-threatening, situations that require far more intensive services such as hospitalization, rehabilitation stays and resultant disability supports that could have been avoided with earlier intervention.

There is a gap in oversight of seniors in need. The Portsmouth Health Department has seen an increase in the number of seniors in dire situations who are getting help far too late, as compared to pre-pandemic when neighbors, family and friends tended to check in and socialize with them more. There is undue suffering and loss in these situations.

There may be missed early-warning signals that might be provided by City employees in the neighborhoods and public housing: meter readers, tax and billing offices, PHA housing checks and other City services.

It is also well established that pets add to improved mental health among seniors. However, pet expenses are sometimes difficult for seniors to afford. Pet food donation drives and other supports would allow seniors to maintain these important relationships and reduce the problem of homeless pets due to aging owners. Pets should be included in food security.

Many seniors take advantage of the Portsmouth Recreation programs. However, there are seniors who do not because they are homebound and disabled – both physically and cognitively – or lack transportation, financial resources or awareness of local recreation options.

Recommendations:

- Encourage and promote community outreach so neighbors, family and community members know where and how to refer any concerns about vulnerable residents and their living conditions.
- Include resources on the City website that can assist with identifying a person's eligibility for applicable benefits, resources and services.
- Identify opportunities the City may have for early identification of seniors at risk.
- Prioritize outreach and education to all of the potential contact points with isolated residents – Meals on Wheels, postal carriers, first responders, tax assessors, meter readers, etc.
- Continue to offer supportive recreation programs that can serve residents of all abilities, including the intellectually and developmentally disabled and seniors experiencing cognitive decline.
- Assess existing pet food and pet care donation programs for seniors, homeless and disabled pet owners.

Gender: The primary data source for population estimates by sex was the 2020 American Community Survey which makes no distinctions about sexual orientation or 'sex at birth'. Respondents were asked to respond either "male" or "female" based on how they currently identify their sex. According to that data, Portsmouth's population includes 10,975 males (48.3%) and 11,738 females (51.7%).

The City of Portsmouth recognizes the need for gender-inclusivity and continues to look for the reliable data sources that provide such information and insights.

LGBTQ+ Youth: Service provider focus groups and school health and wellness advocates report that LGBTQ+ youth have difficulty, often spending months, before finding gender-affirming therapists or therapists with experience working with LGBTQ+ youth. Several youth mentioned being 'dropped' by therapists with little or no notice, that they are often being called by their birth name rather than the name they have chosen and of being mis-gendered and report that people are still equating being LGBTQ+ with having mental health issues.

School can be a difficult and often unfriendly environment for these youth. Many have been bullied and felt that bullying is not being addressed effectively.

Recommendations:

- Engage with the LGBTQ+ community and research possible resources of reliable data and insights on building inclusivity, equity, health and wellness for this demographic.
- Expand awareness and understanding of the challenges and needs facing the LGBTQ+ community.

Household Income: In 2022, the estimated median household income in New Hampshire was \$89,992. For Rockingham County, the estimated median household income was \$107,442. For Portsmouth the median household income was \$100,169. The median household income for the US was \$74,580.

New Hampshire's median household income last year climbed to \$96,838 after adjusting for inflation. According to the Economic Policy Institute, a family in 2024 would need between \$72,501 and \$94,597, depending on their location in New Hampshire, for a "modest yet adequate standard of living." This estimate excludes costs like student loans, home ownership and entertainment.

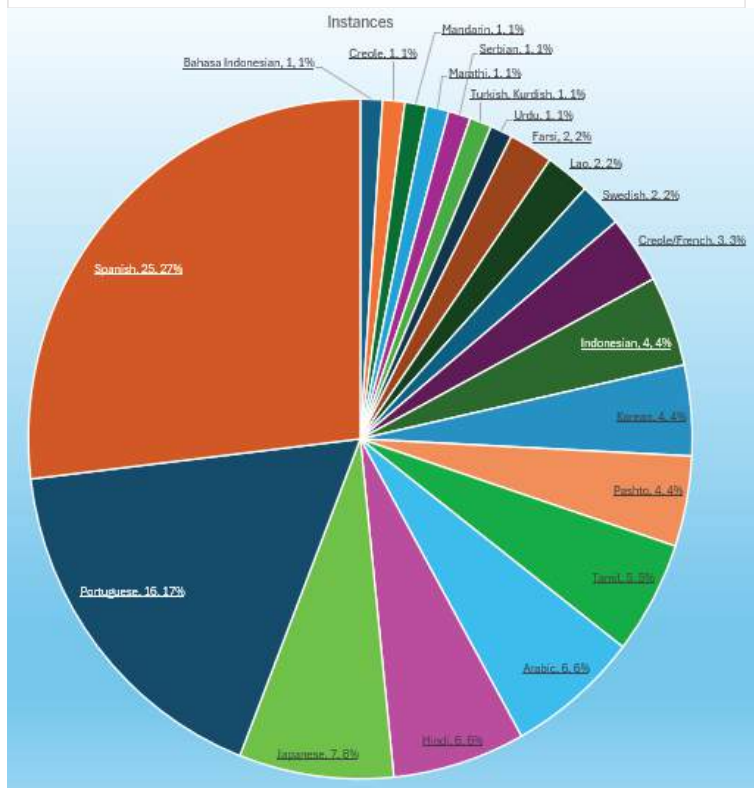
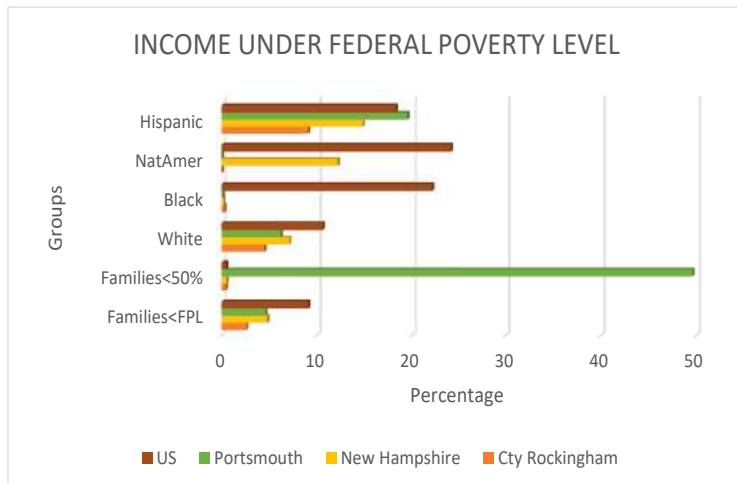
Sources:

Median household income U.S. 2022 | Statista
SRF Annual Median Household Income
US Census Bureau (2020). American Community Survey (2020) 5-year: S1501 Educational Attainment.
US Census Bureau (2020). Decennial Census (2020) P1 - Race, 2020: DEC Redistricting Data (PL94-171).
US Census Bureau. (2020). American Community Survey (2020) 5-year: S1810 Disability Characteristics).

WHO IS PORTSMOUTH?

Poverty: Portsmouth has a smaller percentage of residents living at or below the Federal Poverty Line than NH or the US, although 2% more than in Rockingham County. The largest percentage of residents living at or below the poverty line are seniors (ages 65 and older), which is much higher in Portsmouth than in Rockingham County or NH. Portsmouth, with a high number of older veterans (ages 65 and older) has the highest rate of poverty among veterans in the state. Portsmouth residents identifying as Hispanic or Latino and those who have not received a high school diploma or GED are more likely to be living below the poverty line than White persons or high school graduates. Notably, more than 10% of Portsmouth's residents identifying as Black are living at or below the poverty line, significantly higher than Rockingham County's 3%.

A total of 13.1% residents identify as economically disadvantaged based on state and federal determinants such as being eligible for food stamps or SNAP, foster, migrant and homeless students, and those in families eligible for free or reduced-price meals. Also, 17.3% report at least one disability.



Ethnicity: While 96.4% of Portsmouth residents speak only English, 9.6% speak one of 20 different languages reported by English-as-a-second-language students in Portsmouth schools (pie chart). Portsmouth has a smaller percentage of naturalized citizens than the US. Of the naturalized citizens in Portsmouth, 43.6% originated from Asia, 40.7% from Europe, and 9.7% from Latin America.

Race: Portsmouth has seen increases in the number of residents who identify as other races than White in the past 10 years. This increase suggests that the City should investigate providing multiple language translations when communicating information such as affordable housing options and severe weather/emergency preparation information.

It proved difficult to reach minority groups during this Needs Assessment. Anecdotal evidence identified Black youth needs such as recreational opportunities, fresh foods, healthcare, transportation and outreach.

Recommendations:

- Develop a directory of resources and emergency information in the languages spoken in Portsmouth schools for the City website and other contact points.
- Encourage the community to make GED attainment more available to Speakers of Other Languages (ESOL) residents.
- Explore community availability of higher education opportunities for persons attaining a GED and provide outreach to those groups.
- Support expanded access to diverse, healthy food resources that meet cultural and economic needs.
- Work to build connections to various minority groups to understand local demographics and needs more fully.
- Extend research to include ESOL families and individuals, immigrants and naturalized citizens.

Disability: In 2020, the data reported that 9.9% of Portsmouth’s population was affected by one or more disabilities including hearing, vision, cognitive skill, ambulatory, self-care and the ability to live independently. For children younger than 5, hearing and vision difficulty are used to determine disability status. For children and youth between the ages of 5 and 14, disability status is determined based on hearing, vision, cognitive, ambulatory and self-care difficulties. The most reported disability in Portsmouth children and youth younger than 18 is cognitive disability, the most common type of which is a specific learning disability, followed by speech or language disabilities.

Intellectually and developmentally disabled residents experience a range of needs. Some may need daily instruction and supervision, many need consistent reinforcement to maintain skills that have taken years to master. This demographic is extremely vulnerable, throughout their lifespan.

Covid-19 created severe setbacks in daily skills, routine, socialization and opportunity for many. A loss of programs, support staff and employment in this high-risk population left many languishing. Without a workforce or daily structure outside of the home, many families had to provide what support and instruction they could, without respite, often experiencing an economic loss of their own without alternative caregivers to allow them to work. It is not uncommon for support to fall solely on families even during non-emergency times. Housing pressure has caused much of the local housing for disabled residents in neighborhoods to disappear. One new supportive housing program was built, but the cost was hundreds of thousands upfront for the person applying, which is out of reach for most families.

By law, persons with developmental disabilities have certain Client Rights, however the system of support that is available in NH is mostly for adult foster care (home providers) which limits control, choice, housing stability and several other tenets of Client Rights. People living in these homes are essentially guests in others’ homes and are constantly at risk of losing that housing when the foster caregiver quits. This leads to substantial, traumatic housing instability for these most vulnerable residents, some of whom are already suffering from trauma on multiple levels. Individuals in these situations do not have control of their own care budgets and are not always given the options and opportunities to make personal choices and decisions, (e.g. what foods they can eat, whom they can live with, etc.) even though they have those rights.

Adult foster care home providers and vendor agencies may discontinue care for a person with developmental disabilities, even without safe, alternative, hands-on direct care in place. Persons with intellectual development disabilities who lose services can become homeless, be placed in substandard care/support situations and have even been dropped off at local hospital emergency departments where they can languish for months. Or they might move from place to place until a stable situation is found, which can further traumatize them.

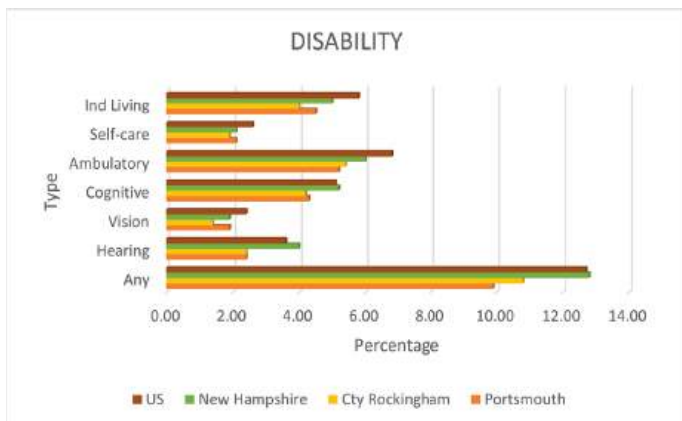
Persons with developmental disabilities do not have entitlements to services, even though they are fully dependent on them, often 24/7.

Since intellectual developmental disabilities are persistent across a life-span, this population also faces the same issues seen in the general public. Intellectual and developmentally disabled members of the community are also aging and generally outlive aged parents. Little has been done except by the families of these residents (for whom there are few options), across the state or locally, to plan for the long-term needs of this population.

Local area agencies cannot always meet the needs of these vulnerable individuals and there is an urgent need for more holistic supportive residential programs that provide both housing and the daily, consistent supports required for these individuals to live fulfilling, happy, safe and healthy lives. These holistic models are more able to absorb workforce shortages and emergencies. They create a more stable, long-term, permanent solution to the displacement that many developmentally disabled residents have experienced and offer individuals the actual choice and independence that are their legal right. However, finding appropriate housing that meets local zoning requirements and is affordable, is difficult. Sometimes housing or neighborhood associations disallow non-related individuals or multi-units. Holistic models also improve the ability to continue programming and residential services during pandemics and other disasters or disruptions

Recommendations:

- Encourage the City Council’s Legislative Subcommittee to support protections so that the agencies and individuals providing direct care and housing cannot discontinue services to persons with disabilities without alternative safe, hands-on, direct care in place.
- Support zoning that accommodates access to safe housing options for vulnerable populations, especially disabled residents.
- Support zoning for alternative dwelling units (ADUs) that facilitate caring for aging and disabled residents who need more assistance.
- Continue to support zoning ordinances that encourage construction of affordable housing.



WHO IS PORTSMOUTH?

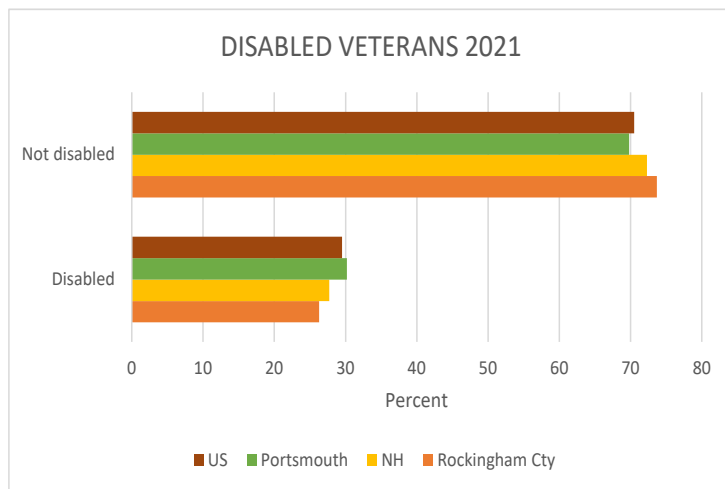
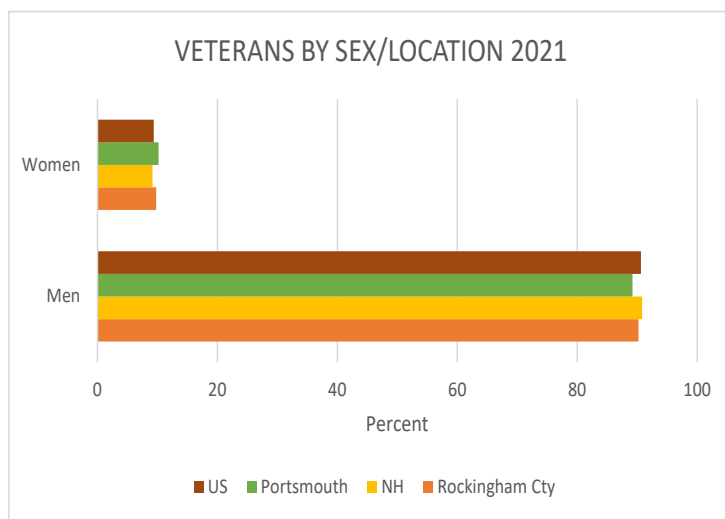
Veterans: NH has the 17th-largest veteran population within the US, with more than 87,000 veterans living in the state. Of those living in Portsmouth, 10.8% are women -- more than the County or State percentages. Portsmouth also has a much higher percentage of older veterans than Rockingham County, the state or the US. Portsmouth's veterans are primarily White, although Portsmouth's population of Black veterans is much greater (3.1%) than those of Rockingham County or NH (both 0.8%).

Veterans in Portsmouth have received more education, with nearly 40% possessing a bachelor's degree or higher compared to Rockingham County's 32.5%, NH's 31.7%, and the US's 30%. Yet Portsmouth has a higher percentage of veterans living below the federal poverty line than in Rockingham County and NH. Portsmouth also has more veterans with a disability when compared to Rockingham County and NH veterans, possibly due to Portsmouth's older veteran population.

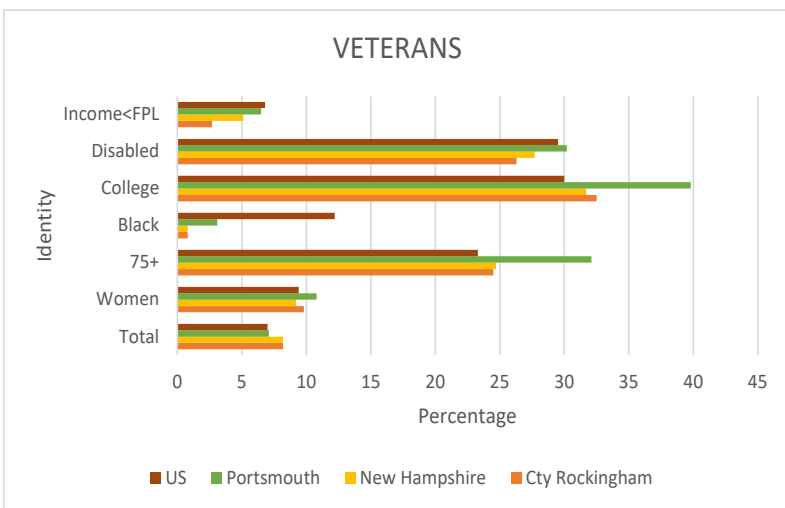
A study released in 2006 found that NH had a significantly higher rate of suicide among veterans than the national rate. Portsmouth specific information is not available.

Recommendations

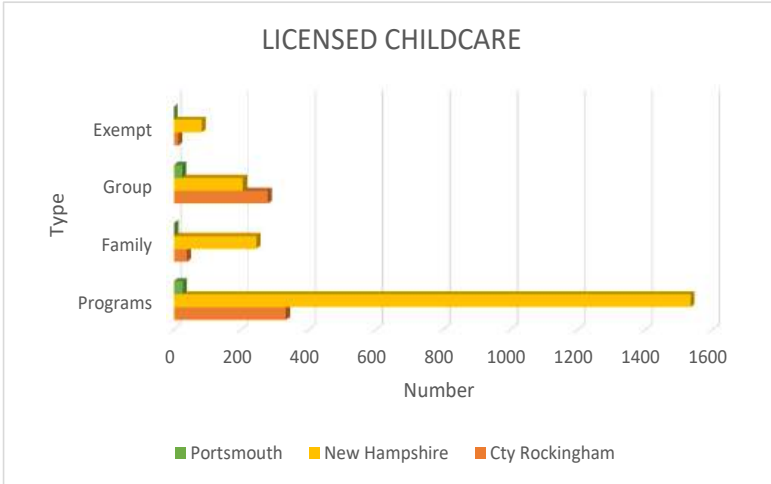
- Further inquiry about issues affecting Portsmouth veterans should follow as outreach to Portsmouth veterans proved to be challenging during this study.
- Maintain City representation on the Seacoast Veterans Coalition.



Sources: Office of Mental Health and Suicide Prevention (2016). NH Veteran Suicide Data Sheet, US Department of Veterans Affairs. US Census Bureau (2021) American Community Survey (2021) 5-year estimates S2101 Veteran Status Veterans Health Administration



Child Care: Portsmouth has 14 licensed childcare facilities ranging from in-home providers who care for a few children to large childcare centers. The graph below shows the number of licensed childcare facilities as of 2022. The average cost of licensed child care in New Hampshire makes up greater than 12% of the household median income, with single parents paying 41% of their income for infant care. For married parents with two children at the poverty line the cost of child care equals 91% of their income. It is important to note that even school-age children require before- and after-school care.



A community cannot recover without safe people and places to care for and educate youth and children. During the pandemic, local daycares experienced drastic reductions in their workforce, which in turn reduced the number of children they could care for. This meant parents could not return to work once the pandemic restrictions were lifted. Childcare and youth crisis intervention programs must meet required ratios of staff to children to maintain their state licensing and funding. There are still challenges facing childcare families and workforce: cost of living increases, lack of affordable housing, a continued general reduction in the workforce, high turnover, lack of available safe childcare for hours outside of the traditional weekday schedule. These stressors on daycare increase the risk of unlicensed providers that may not meet safety requirements becoming more prevalent. There is also a lack of local foster care for children in extreme need because they don't have homes.

Vulnerable Children & Youth: Portsmouth has six public schools (high school, alternative high school, middle school and three elementary schools) within the district with 2,747 students enrolled. Of those students, 79.7% are White, 13.1% are identified as economically disadvantaged and 17.3% report having at least one disability.

Recommendations:

- Boost awareness of continued extra \$40 in SNAP benefits during the summer months.



HEALTH NEEDS ASSESSMENT

There is a large network in the city, made up of hundreds of professionals in numerous non-profits and human service focused agencies serving vulnerable populations, that are an important part of public health. It is important to maintain the bridge from the City to these groups and to build these relationships when there isn't a crisis like Covid-19.

This document gives those in decision-making roles both an awareness of the needs and actionable suggestions for serving vulnerable populations. As a vibrant, growing, robust community, Portsmouth brings both unique assets and often-overlapping vulnerabilities to its needs. This Plan identifies the specific themes of vulnerability and the populations affected by them.

To collect qualitative information to inform this Plan, the City Health Department contracted with Maria Sillari to conduct focus groups and interviews with local health and human services agencies and their clients. Those dialogues repeatedly raised the same concerns and themes among the most vulnerable in the community.

This section summarizes those findings and offers some specific recommendations for building a healthier, more resilient community by addressing the need to:

- Promote a healthy environment
- Increase access to housing
- Increase access to transportation options
- Reduce food insecurity
- Reduce negative impacts of mental health conditions and social isolation
- Reduce negative impacts of substance misuse

The included recommendations were suggested by the focus groups and individual interviews, complemented with best practices adopted by other municipalities. Recognizing that resources are limited and that some recommendations are already funded by county, state and federal agencies, these were selected as having potential for City influence, funding, infrastructure, planning and engagement or existing support from human service agencies or other nonprofits.

Among other findings, this report also asks Portsmouth to improve access to engagement opportunities between the City and residents to increase the exchange of information, resources and ideas, especially in relation to vulnerable populations.



Community Health & Wellness Recommendations:

- Outreach regarding resources available to assess NH Medicaid eligibility and enrollment assistance for SNAP and other benefits.
- Enhance opportunities to train the City workforce in cultural competence for underserved communities.
- Expand regional EMT and nursing services for homebound residents.
- Ensure that translation services are readily available in all City departments and services.
- Increase access to opportunities for physical recreation.
- Continue the City commitment to ensuring physical accessibility to all City facilities at all times.
- Cross-promote partner agencies' community-wide campaigns and events for risk factor screenings, education and policy or program initiatives.
- Consistent accommodation by the Library (or another venue) as a warming/cooling center (and provide an additional AED at the Library).
- Provide showers and laundry facilities for those who are unhoused.

HEALTHY ENVIRONMENT

A healthy environment provides the foundation for the way people live, learn, work and play. Exposure to environmental hazards like air pollution and lead or other contaminants in soil and drinking water can lead to serious health complications such as asthma, heart disease, cancer and dementia. Although it is well documented that spending time in nature is beneficial to mental health, several people in the focus groups identified lack of access to clean and safe natural areas as a barrier to their health and wellness.

The City works to promote a healthy environment for everyone in Portsmouth through investment in and oversight of policies, programs and technologies that reduce chemical and other exposure risks in air, water, soil and food.

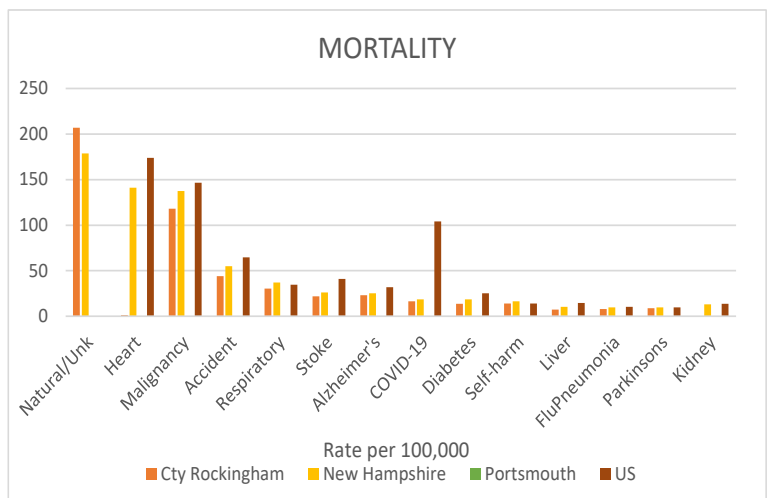
As interconnected systems in the environment are disrupted by rising temperatures around the world, communities become more vulnerable to catastrophic conditions. Extreme heat and cold, severe storms, air pollution, wildfires and the spread of mosquito- and tick-borne diseases threaten the physical and mental health of all communities. These adverse conditions disproportionately affect vulnerable populations, including those with disabilities and chronic illness, communities of color, people experiencing homelessness and outdoor workers. It is vital to identify opportunities to reduce those burdens as a key community health improvement plan priority.

Recommendations:

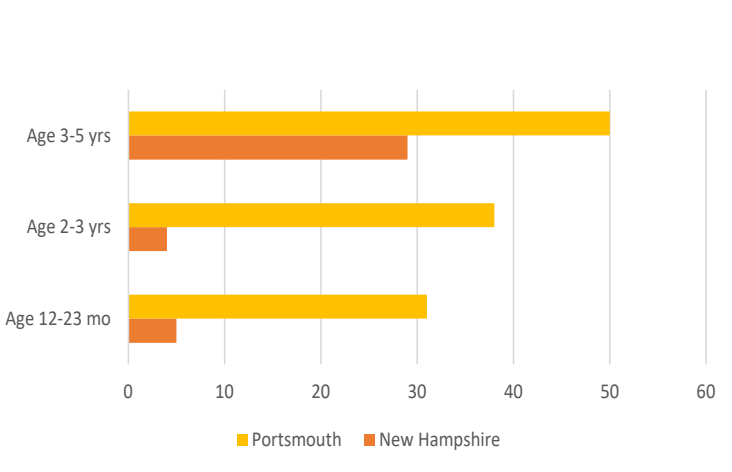
- Sustain the City’s commitment to its [Open Space Plan](#) for the public benefit and rewild City-owned vacant lots.
- Adopt policies and ordinances that support a healthy environment including efforts to reduce trash, encourage reuse and recycling and ensure proper disposal of discarded materials.
- Implement the City’s [Climate Action Plan](#) and support its [Eco-Municipality commitment](#) and ordinances.
- Transition to clean options by deploying alternative zero-emission and fuels options for City vehicles and train operators to follow gasoline refueling instructions for efficient vapor recovery.
- Support biking and walking options in the city through the City’s [Bike Pedestrian Plan](#).
- Invest in efforts to protect and preserve open space and conservation land.
- Encourage the creation of accessible “splashpad” and other cooling play areas for equitable and safe activities in heat waves. (Also provide for and encourage participation in water safety programs and encourage free swim lessons for all. Preventing the risk of drowning is as important as learning to swim.)
- Continue to invest in stormwater and wastewater infrastructure to reduce combined sewer overflows, improve wastewater and stormwater treatment and protect local waterbodies.

- Use public outreach efforts such as “[Think Blue](#)” to help educate citizens about how to do their part to protect the environment.
- Aid the Planning and Sustainability Department and land use boards in their zoning efforts to locate job centers, shopping, schools, entertainment and essential services near where people live to reduce commute burdens, increase walkability and bike-ability and improve quality of life.
- Continue to support the City’s “[Green Building](#)” policy and [energy efficiency projects](#).
- Support compact development to preserve ecologically-critical open space and further implement green infrastructure strategies.
- Implement regular outreach communications by the Health Department on significant local public health issues such as lead testing, mosquito and other insect-borne diseases and other health hazards.
- Continue to implement the City’s [Mosquito Control Program](#), education and outreach on personal protection.
- Implement new or expanded transportation options to increase the use of public transportation and reduce air pollution.
- Provide and expand connections to the [Seacoast Greenway Bicycle/Pedestrian Trail](#).

Mortality & Prime Threats: Portsmouth-specific data were not available for causes/rates of mortality; therefore, this section looks at mortality in Rockingham County as compared to the rest of NH and the US, where rates were available. The top cause of death listed in Rockingham County is “other/unknown” (207.0 per 100,000). This rate is higher than the rate of “other/unknown” deaths in NH (178.7 per 100,000). The next top three causes of death in Rockingham County were cancerous tumors, accidents/unintentional injuries and respiratory diseases. The mortality rate from heart disease in the county (1.3 per 100,000) is far less than the state (141.2 per 100,000) and the US (165.0 per 100,000).



PERCENT DROP IN LEAD TESTING 2020-2021

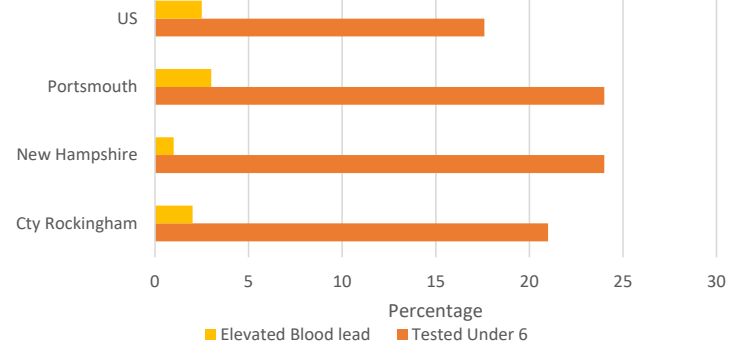


Blood Testing for Lead: Portsmouth is a 400+-year old city, with more than 60% of its housing stock built before 1978, the year lead paint was banned. In July 2021, the NH Public Health Action Level for lead, requiring nurse case management and a lead exposure investigation, was lowered from 7.5 µg/dL to 5 µg/dL or higher for children age 6 or younger. At the same time there was a 25% drop in the number of children age 6 or younger tested for lead exposure between 2019 and 2021. Decreases in the number and testing rate of children age 6 or younger, as required, in recent years has been associated with the Covid-19 pandemic and the nationwide recall of point-of-care (in-office) blood lead testing supplies. This has caused NH pediatric blood lead level testing numbers to drop to their lowest level since 2017. The percentage of children aged 6 or younger tested for elevated blood lead levels (EBLL) in Portsmouth is lower than NH’s overall percentage of tested children age 6 or younger. The change in testing rates in Portsmouth from 2020, however, is much greater than the change in NH’s testing: ~31% fewer children ages 12 to 23 months were tested, ~38% fewer children ages 24 to 35 months were tested, and just 50% of children ages 36 to 72 months were tested.

Recommendations:

- Promote blood-lead testing and provide education on the dangers of lead paint.
- Implement a rental housing inspection program that includes lead paint inspections and corrective requirements.
- Offer EPA Lead Renovators, Repair and Painting (RRP) Certification to the High School Career Technical Education program.

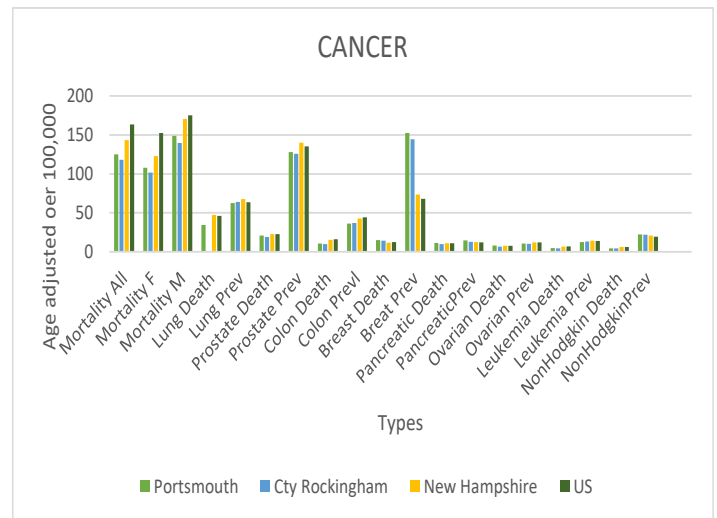
LEAD TESTING UNDER AGE 6 2015-2019



Cancer is one of the leading causes of death in Rockingham County, NH, and the US. Portsmouth-specific data is not available but cancer is likely to be one of the leading causes of death in Portsmouth given the prevalence in the county and state. The most common type of cancer throughout Rockingham County is breast cancer. In fact, NH has the fourth highest rate of breast cancer in the US. Many cancers are linked to environmental factors and cancer is so prevalent and can be due to many factors that it is almost never certain (aside from well-researched genetic evidence and specific environmental research) what caused a specific individual’s cancer. However, as more research provides more proof, people should be aware that chemicals in the environment are linked to cancers and should educate themselves on their presence and risks so they can be better-informed consumers.

Recommendations:

- Increase consumer awareness of environmental risks.
- Evaluate opportunities in the City’s procurement process to minimize the purchase of materials that create an unreasonable exposure to harmful chemicals.
- Continue to support the initiatives of the City’s [Safe Water Advisory Group](#), [Sustainability Committee](#), [Conservation Commission](#), [Portsmouth Energy Advisory Committee](#) and other citizen advisory boards.



Recommendations:

- Increase access to childcare – childcare costs are a barrier for clients seeking therapist treatment.
- Ensure the City’s Cable and Internet Broadband Commission initiatives take into account accessibility for socially isolated populations.
- Increase access to transportation in the form of cab vouchers or purchasing a van and covering the cost of a driver and insurance for bringing therapists’ clients to and from appointments.

Sources for Healthy Environment and Transportation sections:

NH Public Health Child Care Licensing Unit (2022); US Department of Health and Human Services Office of Child Care (2019).

*NHDHHS Wisdom Data Portal: Cancer Mortality (2017-21)
Portsmouth data is not available.*

CDC Wide-ranging Online Data for Epidemiologic Research (WONDER) (2019), NHDHHS Wisdom Data Portal: Cancer Mortality (2017-21)

Healthy Homes and Lead Poisoning Prevention Program. (2023). 2021 Lead Exposure In NH Data Brief (NH DHHS).

NH Wisdom (US census data)

[Rockingham County Planning Commission - NH Long Range Transportation Plan](#)

Seacoast Transportation Corridor Vulnerability & Assessment Plan (2015 – Rockingham Planning)

According to [Johns Hopkins’ Center for Gun Violence Solutions Report](#), gun violence is a public health epidemic that affects the well-being and public safety of all Americans. In 2021, nearly 49,000 Americans were killed by gun violence, more than the number of Americans killed in car crashes.

An additional 76,000 Americans suffer nonfatal firearm injuries, and millions of Americans face the trauma of losing a loved one or living in fear of being shot. The impacts of gun violence, both direct and indirect, inflict an enormous burden on American society. When compared to other communicable and infectious diseases, gun violence often poses a larger burden on society in terms of potential years of life lost. In 2020, firearm deaths accounted for 1,131,105 years of potential life lost before the age of 65 -- more than diabetes, stroke, and liver disease combined.

Gun violence touches many Americans, from all walks of life, and across demographic groups. Some sobering facts about gun violence:

- Half of all suicide deaths are by firearm and 90% of suicide attempts by firearm are deadly.
- Access to a firearm in the home increases the odds of suicide more than three-fold, and doubles the risk for homicide.
- The firearm homicide rate in the United States is 25.2 times higher than in other industrialized countries. More than half of female intimate partner homicides are committed with a gun.
- An abused woman is five times more likely to be murdered when her abuser has access to a gun.
- Each year, more than 520 people die from unintentional firearm injuries, more than 140 of them children and teens.
- Each year, there are approximately 600 mass shootings (defined as incidents with four or more people shot and/or killed in a single event). More than 500 people are killed and 2,000 are injured in these events annually. From 2013 to 2022, the number of mass shootings doubled.

Recommendations:

- [Advocate](#) for gun safety
- Educate the community on the public health crisis of gun violence and its effect of school shootings on the mental health of children, students and parents.
- Encourage the City’s Legislative Subcommittee to support NH Legislative efforts to address gun safety.
- Consider providing information on gun locks, gun safes and other equipment -- similar to the approach for smoke detectors and fire safety information -- during community wellness events.



Discussions on Places to Live in Portsmouth
Kickoff Housing Event
Portsmouth Housing



EXIT

Water bottle
Notebook
Pen

Water bottle

Green jacket

Grey jacket

HOUSING

Household Statistics: Portsmouth has a slightly smaller average household size than the county, state or US. The number of households is split almost evenly between family (51%) and non-family (49%) households. The number of households with children (18%) has declined by 4%.

Housing Types, Housing Costs: Compared to Rockingham County or NH, Portsmouth has the most rented occupied units, with nearly half of all occupied housing units being renter-occupied versus owner-occupied. Renters in Portsmouth are also more likely to pay more in rent: In 2023, The median rent in Portsmouth for a two-bedroom apartment with utilities was \$2,306, compared to Rockingham County at \$2,069 and NH at \$1,833. All three estimates increased by more than 30 percent compared to 2019.

New Hampshire renters need to make more than \$73,000 a year in income, or 156% of the estimated statewide median renter income, to be able to afford the \$1,833 a month median cost of a two-bedroom apartment with utilities.

The 2023 New Hampshire Statewide Housing Needs Assessment, which was conducted by Root Policy Research on behalf of New Hampshire Housing, found that the state needs 60,000 more housing units between 2020 and 2030, and nearly 90,000 units by 2040. This estimate includes the state’s current housing shortage of over 23,500 units needed to stabilize the housing supply. Additional key findings in this report noted:

High cost of houses: From 2019 to 2022, the median home price in NH rose by 50%. As a result, middle to high income renter households are less likely to become homeowners.

High cost of rent: The state’s extremely low vacancy rate favors higher-income renters, as demand pushes rents beyond affordability levels for others, especially lower-income renters.

Rent and home price increases outpaced wage growth. Between 2000 and 2020, New Hampshire’s home sales prices rose 111% and rents increased 94%, while household median income increased only 73%.

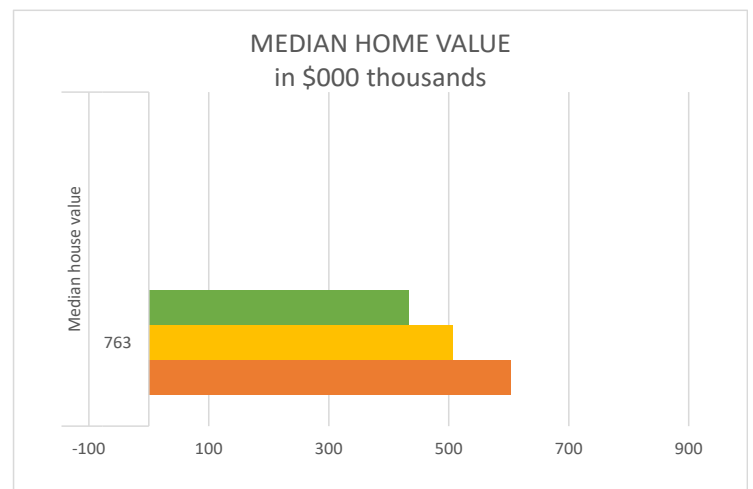
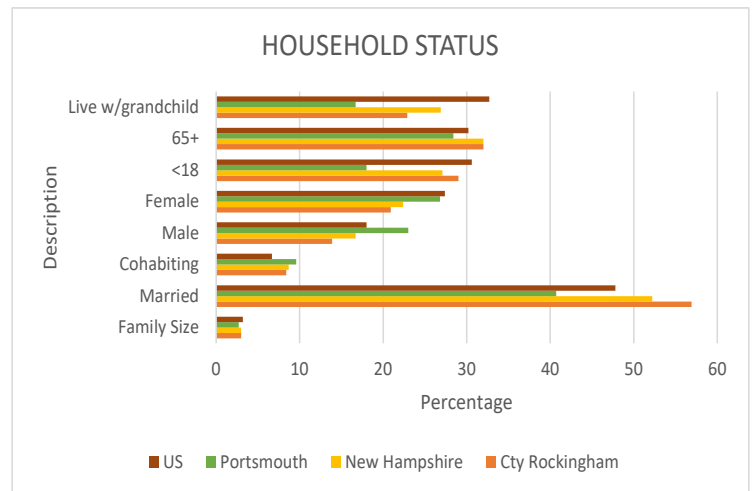
Aging in place: Population growth is expected to continue to slow through 2040, and NH’s population will become older, with fewer children per household. The desire to “age in place” will continue to limit the supply of homes available to new buyers.

Lack of affordable housing makes it difficult for families to stay in the area and many of the families these human services organizations work with need subsidized housing. Therefore, transportation becomes an even larger barrier to reuniting families.

Sources: 2023 New Hampshire Statewide Housing Needs Assessment, 2023-NH-Statewide-Housing-Needs-Assessment.(nhhfa.org) US Census Bureau (2021) American Community Survey (2021) 5-year: DP02 Selected Social Characteristics.

Recommendations:

- Support zoning ordinances that encourage construction of affordable housing including multi-unit homes for disabled residents and expanded housing facilities on sites related to residential programs.
- Support state legislation to allow for property tax exemptions for residents providing foster care in their own homes.
- Continue to support local zoning and building code changes, to the extent allowed by state law, that support the construction of Alternative Dwelling Units (ADUs) for the purpose of caring for aging or disabled residents who need more assistance.
- Increase recovery/sober housing – there is only one site in the region, Magnolia House in Hampton.
- Advocate for funding to cover non-reimbursable Functional Support Services such as therapeutic behavioral intervention and services, family support, medication management, crisis intervention, targeted case management for those who don’t have Medicaid or cannot afford care. Also identify funding for seniors who have only Medicare and would benefit from these services.
- Continue support for alternative housing for clients who are at risk for homelessness such as paying for motel stays.



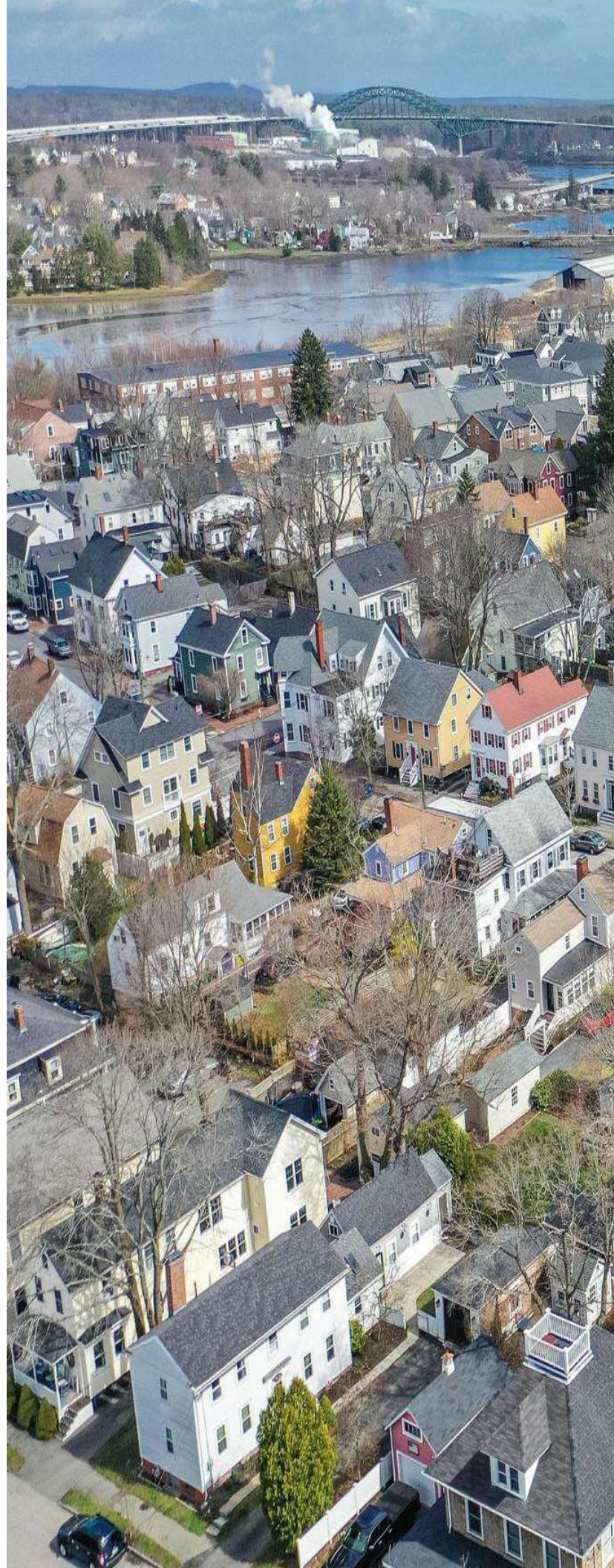
Caregiver Workforce Housing: For residential and other 24/7 or second or third-shift direct-care organizations, the workforce is particularly difficult to find, particularly for overnight and weekends. These positions struggle to pay a living wage in the face of increased cost of living and a lack of affordable housing adds to the difficulty. During the pandemic, youth in residential programs suffered by having family visits stalled, school becoming remote and their freedom to work in and enjoy the community halted. These stressors resulted in higher mental health needs, higher physical needs and significant feelings of isolation. Many of these children have already experienced trauma, housing insecurity, food insecurity, and many are extremely low-income. Additionally, caregiver workforce shortages reduce the number of youth and families served, delaying necessary treatment and crisis stabilization.

Recommendations:

- All City departments, especially Planning & Sustainability, Public Works and Economic & Community Development, should consider the impact and need for neighborhood improvements on vulnerable populations in their vicinity.
- Support programs offering rental assistance.
- Create permanent, affordable housing and housing preservation initiatives.
- Prioritize supportive housing options for special populations, e.g. intellectually and developmentally disabled, physically and mentally disabled, low-income veterans and persons recovering from substance use disorder.
- Create affordable housing options for current and potential workforce and older adults.

Homelessness: Cross Roads House has seen its proportion of 62+-age population increase from 11% to 15% in one year. The trend is expected to continue particularly as market pressures force older New Hampshire residents on fixed incomes to make way for those who can afford to pay higher rents. Single parents on fixed incomes facing the multiple challenges of life are also just as vulnerable as are youth. In March 2021, InDepthNH estimated, based on University of Chicago research, that New Hampshire has 15,000 couch-surfing youth. Statistics kept by NHDOE counted 3,378 homeless children in 2021-22.

Approximately 12% of the population – in NH that means 138,900 people – are homeless at some point. One third of these people are women and children, with kids under 9 being the fastest-growing group experiencing housing instability. There are fewer than 800 shelter beds in the state on any given night but there were 4,682 people unsheltered on the January 2021 night of the Point in Time Count. The causes of homelessness can be reduced to two big factors: poverty and system failures in health care, mental health care, child protective services, public education and criminal justice systems.



Inadequate or unsafe housing conditions are associated with a wide range of health conditions, including respiratory infections, lead poisoning, injuries and poor mental health. Unstable housing also negatively impacts the ability to access health care and the services and supports that can protect people from more dangerous conditions. Those who are unhoused are more likely to get sick, become more severely ill when they do get sick and are more likely to die early than their housed neighbors. The costs associated with caring for people experiencing homelessness include increased use of hospital emergency rooms and more time spent in hospitals, often due to a lack of consistent primary care.

Frequently moving from place to place, falling behind on rent, doubling-up or couch surfing are all examples of housing instability that also negatively affect health, especially for youth and children. Housing instability is also associated with increased risks of teen pregnancy, early drug use and depression.

The local population of unhoused people has grown with the housing crisis, but there are other factors involved as well. Today's unhoused population includes segments of the society that used to be cared for elsewhere, such as persons with dementia and persons with developmental disabilities. Being unhoused presents significant risks but when another incapacitation is factored in, the danger of poor outcomes is elevated.

Consequences of homelessness contribute to the difficulty of getting out of homelessness, including the reality that employment requires access to power (for technology), clean clothing, rest and access to showers and hygiene. There is also concern for unhoused homeless in emergencies. This population can be difficult to reach with severe event warnings and/or life-saving evacuation instructions. Plus, local emergency response shelters may fill with chronically unhoused, putting strain on the local ability to shelter other residents or vulnerable populations from areas affected by an emergency.

“Homelessness has no bounds, but it will always impact most deeply our vulnerable populations. The poor, the marginalized and, increasingly, our elderly. As a society, we fail to understand that housing is not just four walls. These are places to find stability and heal to prepare for the rest of life and, hopefully, to prosper.” Will Arvelo, Cross Roads House



TRANSPORTATION

Transportation systems help people reach everyday destinations for work, school, food and health care. Transportation barriers that prevent or limit reliable access to those places can have a big impact on health and wellness. Portsmouth, Rockingham County and NH are not well served by public transportation, so not having a vehicle is a greater disadvantage than in less rural states. Almost 6% of Portsmouth residents reported not having access to a vehicle between 2017 and 2021. That figure is above NH's average rate of 4.7%. Local transportation barriers are numerous and the system seems to lack the flexibility to meet the often complex needs of vulnerable populations.

Almost 11% of Portsmouth residents receive disability support, making them eligible for COAST ADA transportation benefits, but the service boundaries are limited to within a half mile of the regular route bus stops. In addition, while a bus route may exist, the travel time from Point A to Point B can be impractical. Medicaid reimburses for transportation but service is often not available. Users may have language, financial, physical or cognitive difficulties in navigating transportation challenges, which may lead to the loss of healthcare and daily necessities and to becoming isolated.

New Hampshire's Long Range Transportation Plan identifies over \$787 million in funding for 104 projects to improve safety across the state's transportation systems over the next 20 years. These investments are geared toward balancing the transportation network by building bicycle and pedestrian options and improving general travel safety.

Recommendations

- Increase access to transportation funding options by aligning with groups such as the [Regional Alliance for Community Transportation](#).
- Support flexible, independent non-profit transportation services such as [I Got Bridged](#).
- Continue to explore collaborative options for expanding affordable, accessible, efficient and reliable public transportation including micro-transit.
- Implement greenhouse gas emission reduction strategies from the Climate Action Plan (Portsmouth's Climate Future), e.g. carpooling, remote work days, cycle-to-work programs.
- Continue to support the City's goals for Open Space, Bike/Ped and the Master Plan that include expanding bike and pedestrian infrastructure and separating motor-vehicle traffic from non-motorized traffic.
- Continue to leverage state and local partnerships to expand the network of multi-use trails, "Safe Routes to School" and other bike advocacy programs.
- Encourage local public transportation services to consider whether often-frequented medical facilities, food resources, etc, are served by their routes.
- Continue Library staff distribution of bus passes provided by Welfare for transport to Cross Roads House (via I Got Bridged).

“ One of my first assignments was driving an elderly, blind woman to her thrice-weekly dialysis appointments. There was no public transportation, she had exhausted her personal support network and had no other options. Someone reached out to [I Got Bridged] on her behalf and asked if we could help. Freddy's network of drivers not only got her to her appointments but subsequently he and his family helped in finding her housing closer to the dialysis center, which not only solved the transportation issue, but brought her peace of mind.”

-- I Got Bridged driver

FOOD INSECURITY

In its study of food insecurity, UNH provided this definition: “Food insecurity” is when a family does not have “access to enough good food... at all times to live an active and healthy life” and is “limited by a lack of money and other resources” and where people report that they “sometimes” or “often” did not have enough to eat in the last seven days. Food insecurity affects 75,000 of the 1.4 million residents of New Hampshire – approximately 1 in every 20. Among disabled residents, one in five reports being food insecure. Access to good nutrition leads to a longer healthier life and food security should be available to all.

Food insecurity has lasting impacts on public health. In 2019, 23.5 million Americans—10.5% of all US households—experienced food insecurity. One year later, amid the Covid-19 pandemic, 23% of all households experienced food insecurity, more than double the figure from 2019. There are clear connections between food insecurity and the factors that lead to chronic diseases such as heart disease, cancer, diabetes and stroke.

Food insecurity is also a significant threat to the health of children and adolescents. Being food insecure as a child is associated with a two- to three-times higher risk of having anemia and a significantly higher likelihood of experiencing behavioral problems, depression, suicidal thoughts and poor oral health due to decreased nutrition. Poor nutrition also leads to poorer health outcomes of children with elevated blood lead levels.

More than 15% (3,314) of Portsmouth households include children under 18. Of those, almost 1 in 5 (408 households) received food stamps/SNAP benefits within the last 12 months. During the 2023-2024 school year, 12% of students were enrolled in the free and reduced lunch program.

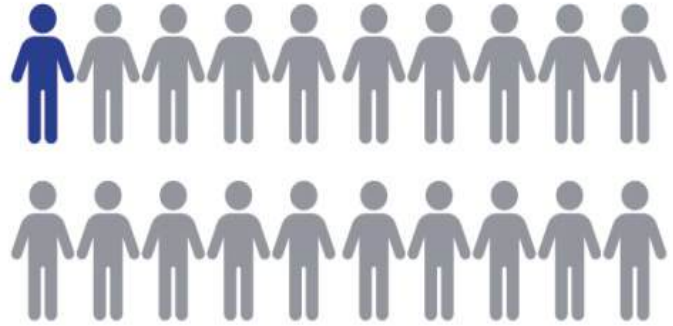
Senior citizens who are food insecure are more than twice as likely to report being in fair or poor health than those with greater food security. Across age groups, food insecurity disproportionately impacts people of color. Lack of access to *healthy* food disproportionately affects communities of color and people living in poverty, especially in “food desert” urban settings. As a result, these communities also disproportionately experience poor health.

Covid-19 increased food insecurity and put a strain on the food safety net. Certain federal programs such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Supplemental Nutrition Assistance Program (SNAP) now help reduce food insecurity when people can provide proof of vulnerability. In 2023, NH expanded eligibility for SNAP to 200% of the federal poverty level. Since then, 22% of eligible Rockingham County residents have enrolled. But as of 2023, more than 32% of older NH adults reported still not always having enough or healthy food to eat.

Sources:

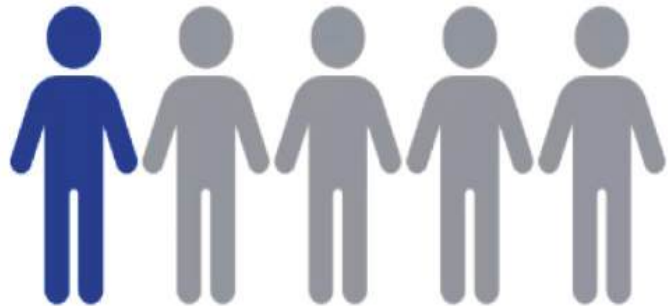
NH Hunger Solutions.org/data

UNH 2023 Needs Assessment: Food Security & Disability based on U.S. Census Bureau Household Pulse Survey data (July 2021-May 2022), for NH residents 18+ years old.



1 in 20

NH Residents report not having enough to eat



1 in 5

NH Disabled Residents report not having enough (or nutritious) food to eat.

Oral/dental health is an important component of overall health and wellness and a factor often resulting from food insecurity. Considerations should be given to residents, particularly children, living with homelessness, substance misuse, mental health needs and developmental disabilities as well as to other vulnerable groups who do not often share in equitable dental and oral healthcare. For these populations, dental services are rare. Very few accept Medicaid and waitlists are long. Workforce shortages in dental care and a lack of insurance add to the disparity in oral health locally.

Recommendations:

- Investigate and support extending dental services to economically challenged and uninsured populations.
- Investigate and support mobile dental van services.
- Support increased awareness of and access to Medicaid benefits.
- Consider City membership in the Oral Health Coalition.

“The basic issue for people experiencing food insecurity is that they have insufficient income to meet their basic needs. When you add other vulnerabilities -- a senior citizen on a fixed income with ever increasing costs of living, a parent or family with a child who has special needs, a disability -- issues are exacerbated.

People with a limited income tend to prioritize housing and utilities, first. Sometimes transportation closely follows, as people need to get to work or get children with special needs to medical appointments. Food then follows because food is often the one thing where an individual or family has some flexibility. They can choose how much they spend on food and how much they eat. Increased prices for everything recently -- housing, utilities, transportation and food -- have increased the need for Gather’s services.”

-- Anne Hayes, Executive Director



The Supplemental Nutrition Assistance Program (SNAP) provides eligible individuals and households with benefits to buy food items at grocery stores and other participating food retailers. In NH, there are many more people eligible for SNAP benefits than are actually using them. Unused funds mean lost dollars for the local economy as every SNAP dollar spent contributes \$1.50 for the local food shop or Farmers' Market vendor.

At a time of inflation in food prices, outreach to provide SNAP application instructions is even more important. While Able-Bodied Adults Without Dependents (children 18 or under) who are between 18 and 52 can receive SNAP benefits for just 3 months in a 3-year period, unless they are meeting work requirement. The SNAP program exempts those over 52, those who are disabled, veterans and other vulnerable groups from these restrictions. Students enrolled at least half-time in any recognized school, training program, or institution of higher learning are also exempt from the work requirements. As the program says, "Don't assume that you won't be eligible. The only way to find out is to apply." Explaining how to use the NHEasy.nh.gov portal to determine eligibility for and apply for benefits like SNAP (Form 77-D) is important – including in the 20 languages identified as spoken in Portsmouth homes.

SNAP Outreach partners at the New Hampshire Food Bank offer assistance with applying for benefits. SNAP cannot be used on ready-to-eat foods, so food prep training is needed, also in various languages. SNAP benefits allow those who do not have reliable transportation to access the nonprofit organization I Got Bridged in Portsmouth that provides transportation, even from some distance, to local food pantries and stores that accept SNAP benefits.

Recommendations

- Encourage City participation in the [NH Hunger Solutions coalition](#), [Seacoast Food Provider Network](#) (which includes Gather) and [End 68 Hours of Hunger](#) initiatives
- Ensure eligible students take free breakfast by exploring the barriers preventing this.
- Build/support transportation access for all to grocery stores and food pantries.
- Encourage school nutrition and health staff to provide regular updates on school nutrition efforts, engagement, and opportunities to City leadership and elected officials.
- Build local food security by providing community gardens, public education on gardening and seed drives.
- Protect local soil for future food production, by avoiding designs that will allow pollutants and contaminants in contact with floodwater.
- Maintain the presence of local farmers' markets in Portsmouth and the availability of SNAP information there.
- Support farm-to-institution table programs in City departments and services (Community Campus catering, Library, schools).

- Host/support/expand food preparation classes, particularly in neighborhoods.
- Ensure Food Security and resource information is included in the Community Resource Network and on the City website.
- Cross-promote local agencies' campaigns to encourage healthy food donations to local food pantries.
- Increase outreach regarding SNAP, Meals on Wheels, WIC, summer meal program, etc. benefits to all vulnerable populations.

MENTAL HEALTH/SOCIAL ISOLATION

A mental illness is a condition that affects a person’s thinking, feeling, behavior or mood and, left untreated, can profoundly disrupt a person’s life. One in 5 adults experience mental illness every year. More than 220,000 New Hampshire adults have a mental health condition, or more than 10-times the population of the City of Portsmouth. The NH Chapter of the National Alliance for Mental Illness reports that more than half of people with a mental health condition don’t receive treatment.

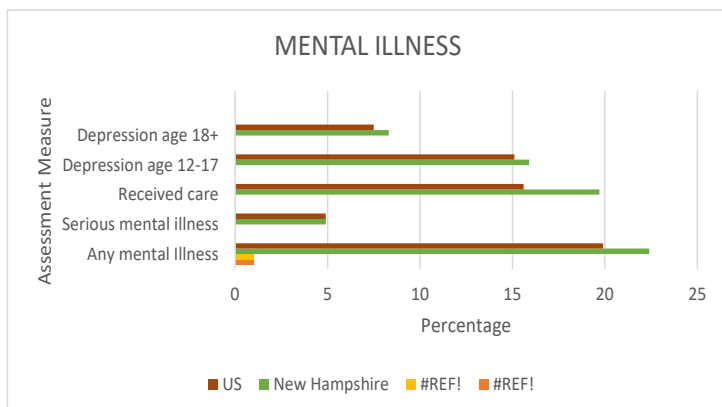
Mental Health Support for Youth: Many assessment participants identified a need for mental health support services for youth. There are opposing strong opinions about school-based mental health services for fear of stigma with in-school services, however that stigma also exists in some parents, and interferes with students getting out-of-school services.

Work in this area is focused on increasing access and connection to protective factors for youth across the region and increasing regional partner capacity to exchange information and resources. Efforts are directed toward both increasing community awareness and understanding of youth mental health risks and toward increasing network partner capacity to work together on substance misuse, treatment and recovery supports and coordinate care for vulnerable people and populations.

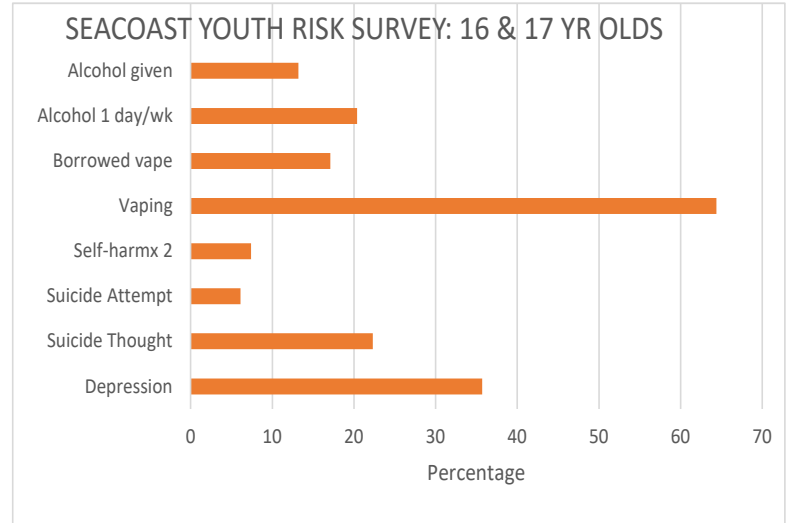
The pandemic had disproportionate impacts on children in insecure environments. Children in families with few financial resources and unstable living environments were and are especially at risk. In households impacted by poverty and domestic violence, there is already a high risk of severe and chronic forms of child abuse and neglect. Families already in the grip of substance use disorder and mental health problems will struggle more as conditions worsen because of financial pressures and less access to services and systems of support. Increasing gun sales in the United States that followed the start of the pandemic are also worrisome because of a higher likelihood of serious harm to adult and child victims of domestic violence.

Recommendations:

- Support City and partner programs to destigmatize mental health and place it in the realm of total health and wellness.
- Support student access to mental health preventative services by raising awareness of the need.



Youth Risk Behavior: The Youth Risk Behavior Survey (YRBS) is a national survey conducted by the CDC every two years among representative samples of 9th through 12th grade students. The graph shows the results from several questions on the 2019 YRBS distributed to Seacoast high school students pertaining to mental health, self harm, vaping and nicotine use and alcohol consumption.



The pandemic greatly disrupted the lives and support systems of many children, resulting in learning loss, reduced health care (including mental and dental health services) and multiple lost opportunities to build interpersonal, physical and problem-solving skills. To help them recover, many Portsmouth organizations have identified the need for resources to provide summer camps, sports equipment, music camps, YMCA memberships, fresh food programs, improved access to health/mental health/dental care, transportation, and outreach. As with all vulnerable communities the key need expressed directly and by their advocates was to be seen and heard.

As of 2023, about 40 percent of the more than 12,500 students surveyed from 67 participating school districts in New Hampshire reported having felt such severe sadness or hopelessness that it stopped them from doing some of their regular activities, down for the first time in a decade, from 44 percent. The percentage of high school girls who report having attempted suicide in the past 12 months also fell to about 10 percent after having spiked to 13 percent in 2021. The rate for boys has remained below 7 percent for all of the past decade.

The state’s efforts to improve access to mental health resources includes having launched the New Hampshire Rapid Response Access Point, which offered help via calls, text messages, and chat conversations more than 34,600 times last year, officials said. The state also included the 988 Suicide Prevention Lifeline number on student ID cards.

Source: NH Chapter National Alliance on Mental Illness.

SUBSTANCE MISUSE

Substance Use Disorder is a progressive, chronic health condition that changes the way the brain works. These changes influence individual relationships, work performance and health in ways that can have destructive and sometimes lasting effects.

While opioid overdose deaths in New Hampshire have decreased since 2022, the negative effects of substance misuse continue to have a profound impact on individuals, families and communities. Portsmouth experienced 27 overdose events in 2023, with 6 of those resulting in fatalities. Portsmouth's location along the Route I-95 corridor between Massachusetts and Maine contributes to the increasing presence of the opioid fentanyl and animal-tranquilizer carfentanil in local drug supplies, both of which drastically increase the risk of overdose and severe health impacts.

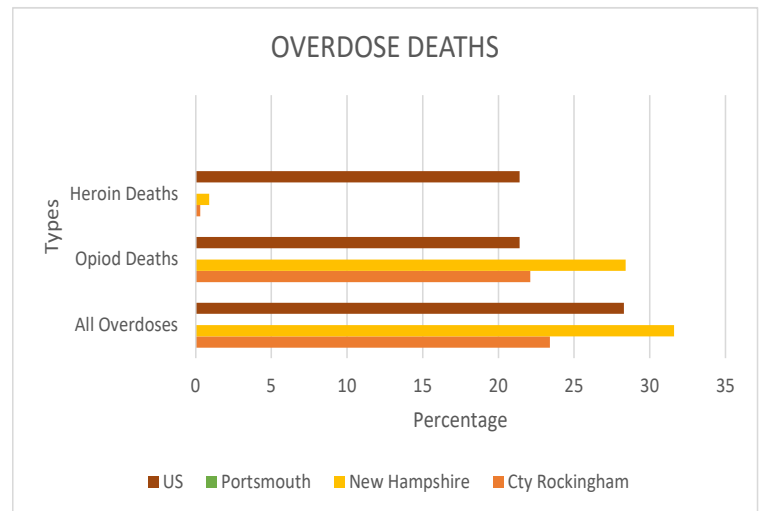
Alcohol continues to be the most dangerous substance misused in NH, with almost half of all accident-related deaths in 2019 caused by drinking and driving. Portsmouth had a high number of residents who met the criteria for heavy drinking based on their responses to questions in the recent NH Behavioral Risk Factor Surveillance System.

As a community, Portsmouth has identified substance misuse prevention, treatment and recovery as a priority health concern. Recommendations are intended to increase awareness of risks and encourage actions that improve access to and engagement with community prevention, harm reduction, evidence-based treatment and recovery support partners.

Recommendations:

- Encourage the City Council's Legislative Subcommittee to address residents' concerns regarding effective substance abuse prevention legislation.
- Provide information to City leaders about reducing substance use among youth by addressing the factors in the community that increase risk for substance use and promoting factors that minimize risk for substance use.
- Support community drug prevention coalitions and service providers addressing alcohol, opioid and other drug use disorders and peer support services (AA, Haven, 211, 988 suicide prevention, etc.)
- Participate in coalitions such as the Mental Health Alliance.
- Provide free public health Naloxone education and distribution programs.
- Identify opportunities for and encourage City participation in health awareness events addressing suicide prevention, cancer prevention and substance misuse.

- Identify and support suicide awareness prevention and peer norm programs through City facilities (Library, Community Campus, City Hall, Senior Activity Center and other Recreation Department facilities) and through outreach communications.
- Support services providing transportation for those in behavioral health crises.
- Help partner agencies promote opportunities for events and programs such as a suicide/depression walk to raise awareness.



CONCLUSIONS

When people are precariously close to losing stability -- housing, direct care supports, home health-care, mental or behavioral health counselors, transportation, employment, nutrition, recovery services, childcare and socialization -- and face other challenges to daily life, they often plummet immediately into crisis. This is especially likely when layers of protection are thin or absent in multiple arenas.

The City experiences these failures of safety nets in multiple ways. The Welfare Department must cover housing costs if no shelter is available. City Emergency Management Services field more calls from residents when that resident falls or needs help transferring out of bed. There are often repeat calls to the same home. During Covid, City Health and EMS coordinated and administered vaccination services to home-bound residents. Post-pandemic, City Health has had to act as case management and the City Police Department now employs a social worker. There are often uncalculated but substantial local costs to taxpayers that are also an unnecessary burden and risk to those people who are caught having fallen between the ever-widening cracks.

When these conditions are allowed to grow, the community becomes a little less stable overall. Then in the face of an impending crisis or disaster, every citizen is at a heightened risk. During the pandemic everyone was a little more food insecure as supplies of staples like common food items and toilet paper became scarce and supply chains unreliable. Many residents were more threatened by housing insecurity as cohabitation became risky, rents skyrocketed, home prices escalated as city dwellers sought NH for more open space and employment evaporated. Every potential disaster -- severe weather events, infectious disease outbreaks, drought, bridge, road or other infrastructure failures -- will be exacerbated for all residents by any gaps in needs and services that exist in the community. Existing plans can only absorb a limited number of people for a limited time. Equity, fairness and inclusion in planning, building, investing and collaborating is the best safety net for all.

The City should continue to build upon "Portsmouth is a Health In All Policies municipality," including:

- Supporting human services providers.
- Ensuring Equal Employment Opportunity practices.
- Incorporating the state public health improvement plan on a local level where appropriate, to make progress on common needs.
- Advocating for vulnerable populations regarding affordable housing, caregiver workforce, planning and tax policies.
- Preserving and restoring outdoor natural areas and the urban forest, recognizing the positive mental health benefits of being outdoors.
- Seeking funding opportunities to incentivize collaborative efforts and leverage in-kind opportunities to improve health and wellness in the community.
- Using early-warning and intervention strategies in City departments, including the Charter departments of Fire, Police and Schools, to identify/mitigate risk for vulnerable residents.

This Community Health Improvement Plan has examined the makeup of the Portsmouth community and identified the most vulnerable populations among us and their needs. The Plan also provides specific actionable recommendations -- some of which the City is already implementing, some of which are aspirational. The success of the Plan lies in its usefulness in guiding policy decisions about partnerships, staffing and available resources. Most importantly, it seeks a City commitment to Health In All Policies that makes the most vulnerable among us seen, heard and helped.

Recommendations:

- Broaden the interaction of City representatives and staff with vulnerable populations through outreach and programming (recreational and social) targeted to their individual service needs.
- Find ways to be more welcoming to volunteers from a board range of abilities and backgrounds.
- Participate in diversified community health and wellness conversations/listening opportunities around the city so residents have two-way channels for communicating with City officials, both elected and staff.
- Capture in the City's Capital Improvement Plan and other annual budget documents the City's commitment to a "Health In All Policies" approach.
- Include CHIP briefing/orientation in onboarding materials for everyone elected/appointed to City boards, commissions, teams, work groups, etc.
- Draft a "Commitment to a Healthy Community" pledge for the City to encourage awareness of vulnerable/underrepresented population needs in City business, policy, and communication decisions.
- Continue municipal engagement in the Portsmouth Area Community Care Team.
- Meet regularly with business and community leaders in the city to increase cross-sector knowledge about gaps and barriers to health and wellness services and resources to encourage collaborative planning and response in the private sector.
- Encourage Health Department monitoring of and participation in Seacoast health groups and the National Association of County & City Health Officials.
- Continue to support and encourage the Recreation and Library departments to provide free, open and accessible offerings to the public and to serve as places for fitness, enrichment and socialization for seniors and other vulnerable populations.



Important Contact Information

CITY OF PORTSMOUTH

HEALTH DEPARTMENT
1 JUNKINS AVENUE
PORTSMOUTH, NH 03801
(603) 427-1530
<https://portsnh.co/Health>

STATE OF NEW HAMPSHIRE

NH Department of Health & Human Services
(603) 271-3503

COMMUNITY HEALTH PARTNERS

A sample of the variety of local public health partners:

[Family Support Council](#) is solely comprised of individuals and families receiving services from One Sky. Members of the FSC are active representatives of the families One Sky supports. The FSC provides One Sky with active feedback regarding the needs of our families, their concerns, preferences and wants. The FSC coordinates family friendly events in Region 8 as well as provides families with access to respite and funding for services such as therapeutic horseback riding, adaptive ballet, swimming lessons, guitar lessons, music therapy, gymnastics, assistive technology and special summer camps.

[Operation Blessing](#) continues to help and support individuals and family providing food, clothing and household items free of charge.

[Cross Roads House](#), founded in 1982, provides emergency and transitional shelter to homeless men, women, and children in the Seacoast Area. They provide homeless families and individuals with basic necessities, as well as the tools and guidance they need to return to permanent housing.

[Seacoast Mental Health Center](#) provides accessible mental health and substance use disorder services for all ages and stages of need.

[Our Place](#) provides residential options, services and support designed to meet the needs of adults with developmental disabilities, fostering growth and independence through vocational, social and recreational opportunities.

[Chase Home](#), for more than 140 years, has helped at-risk children, youth and their families live happier and healthier lives. As one of the oldest nonprofit entities in New Hampshire, The Chase Home is committed to serving the unique needs of at-risk youth and their families in distress.

[Little Blessings](#) is recognized as the first child care center to earn Licensed Plus status. Licensed Plus is a quality rating system that recognizes NH child care programs for efforts to improve their quality of care for young children and rewards programs that strive to continuously improve their practices and staff qualifications.

[The Clubhouse](#) Safe Harbor (including the Harm Reduction van) was established in 2009 as a peer-led recovery center in Manchester, and organizes its efforts to address the issues of substance use disorders (SUD) as well as mental health recovery. Granite Pathways began as a grass-roots initiative that introduced the “clubhouse” model in New Hampshire, an evidence-based, self-help community, aimed at eliminating isolation and providing hope, dignity, and recovery options for adults with mental illness.

[Families First](#) (including Mobile Health) Greater Seacoast Community Health is a network of community health centers providing primary care, pediatrics, dental care, prenatal care, behavioral health counseling, substance use disorder treatment, mobile health services, WIC, social work services, a pharmacy, parenting classes, playgroups and home visiting.

[Seacoast Public Health Network](#) (SPNH) was created to strengthen public health partnerships in emergency preparedness, community health and substance misuse prevention by coordinating regional planning and developing networks of effective action. SPNH serves the 23 towns that make up Eastern Rockingham County.



ADDENDUM I TO MEMORANDUM OF AGREEMENT

THIS FIRST ADDENDUM AGREEMENT (“Addendum I”) is entered into this ___ day of November, 2024, between the One Market Square, LLC, a New Hampshire limited liability company, with an address of 3 Pleasant Street, Suite 400, Portsmouth, NH 03801 (the “Developer”) and the City of Portsmouth, a New Hampshire municipality, with an address of 1 Junkins Avenue, Portsmouth, NH 03801 (the “City”). The Developer and the City may be collectively referred to herein as “the Parties”.

WITNESSETH:

WHEREAS, the Developer and the City are parties to a certain Memorandum of Agreement, fully executed on December 13, 2023, describing the Parties rights, responsibilities and covenants relative to High Street, Ladd Street, Haven Court, and Developer’s property located at 1 Congress Street (Tax Map/Lot 117/14), all in Portsmouth, New Hampshire (the “Agreement”);

WHEREAS, the Developer has procured a draft plan titled “Lot Line Adjustment Plan Tax Map 117 Lots 14 &16, Owners of Record: One Market Square, LLC & City of Portsmouth, Property Located at: 1 Congress Street & 44 High Street, City of Portsmouth, County of Rockingham, State of New Hampshire”, prepared by Haley Ward and dated May 30, 2024 (the “Plan”);

WHEREAS, the City is the owner of a strip of property located adjacent to Fleet Street, which is more completely described in a Quitclaim Deed from Wenberry Associates LLC recorded at the Rockingham County Registry of Deeds (the “Registry”) on December 5, 2006 and at Book 4741, Page 797, and is shown on the Plan as the “Land to be Conveyed to One Market Square, LLC” (the “City Strip”)

WHEREAS, the Developer is the owner of certain real property located at 1 Congress Street in the city of Portsmouth, located at Tax Map/Lot 117/14 (“1 Congress”);

WHEREAS, the Developer acquired the fee interest in Haven Court from the edge of 1 Congress Street through to the edge of the City Strip a certain Quitclaim Deed, recorded at the Registry at Book 6523, Page 34 on December 14, 2023, from F. Thomas Critchley, Jr. (the “Remainder Parcel”);

WHEREAS, the City owns a parking garage known as the High Hanover Garage, located on parcels at 34 Hanover Street and 44 High Street, Map/Lots 117/1 and 117/16, respectively (collectively the “High Hanover Garage”);

WHEREAS, the Developer believes a portion of the High Hanover Garage is encroaching on the Remainder Parcel;

WHEREAS, the Developer desires to acquire the City Strip, and to incorporate the City Strip and the Remainder Parcel into the Public Realm Improvements as described in the Agreement to Haven Court from Fleet Street through to High Street;

WHEREAS, the City is amendable to conveying the City Strip to the Developer in exchange for a conveyance of any fee interest owned by the Developer under the High Hanover Garage, along with easements within Haven Court from High Street to Fleet Street for public access and utilities;

WHEREAS, the area including the City Strip, the Remainder Parcel, and the area shown on the Plan as Haven Court may be renamed by the Developer, but for the purposes of the Agreement and this Addendum I, shall be referred to collectively herein as "Haven Court"; and,

WHEREAS, in addition to the obligations described in the Agreement, the Parties desire for the Developer, at its sole cost, to design, engineer and construct certain public realm improvements within Haven Court from High Street to Fleet Street (together with the Public Realm Improvements as defined in the Agreement the "Expanded Public Realm Improvements").

NOW, THEREFORE, the Parties agree as follows:

Part I: The Developer's Obligations:

A. The Expanded Public Realm Improvements

1. The Developer shall, at its sole cost and obligation design, engineer and install the Expanded Public Realm Improvements in accordance with the terms and conditions contained within the Agreement and the Addendum I. This provision shall include, but be in no way limited to, the provisions of Part 1, Section (A)(7) relating to referral to the Public Art Review Committee.
2. Following its acquisition of the City Strip, the Developer shall convey to the City easements for public access and utilities within Haven Court, as well as a ten (10) foot easement adjacent to the High Hanover garage for maintenance.
3. Following its acquisition of the City Strip, the Developer shall convey appropriate easements to the City for repair, access and maintenance of the High Hanover Garage.
4. Following its acquisition of the City Strip, the Developer and the City shall execute a boundary line agreement pursuant to RSA 472:4 or a lot line adjustment resulting in the boundary shown on the Plan as "Land to be Conveyed to the City of Portsmouth".
5. Following the completion of the conveyances described herein, the Developer shall assume all cost and liability for the maintenance of Haven Court from Fleet Street to High Street.

Part II: The City's Obligations:

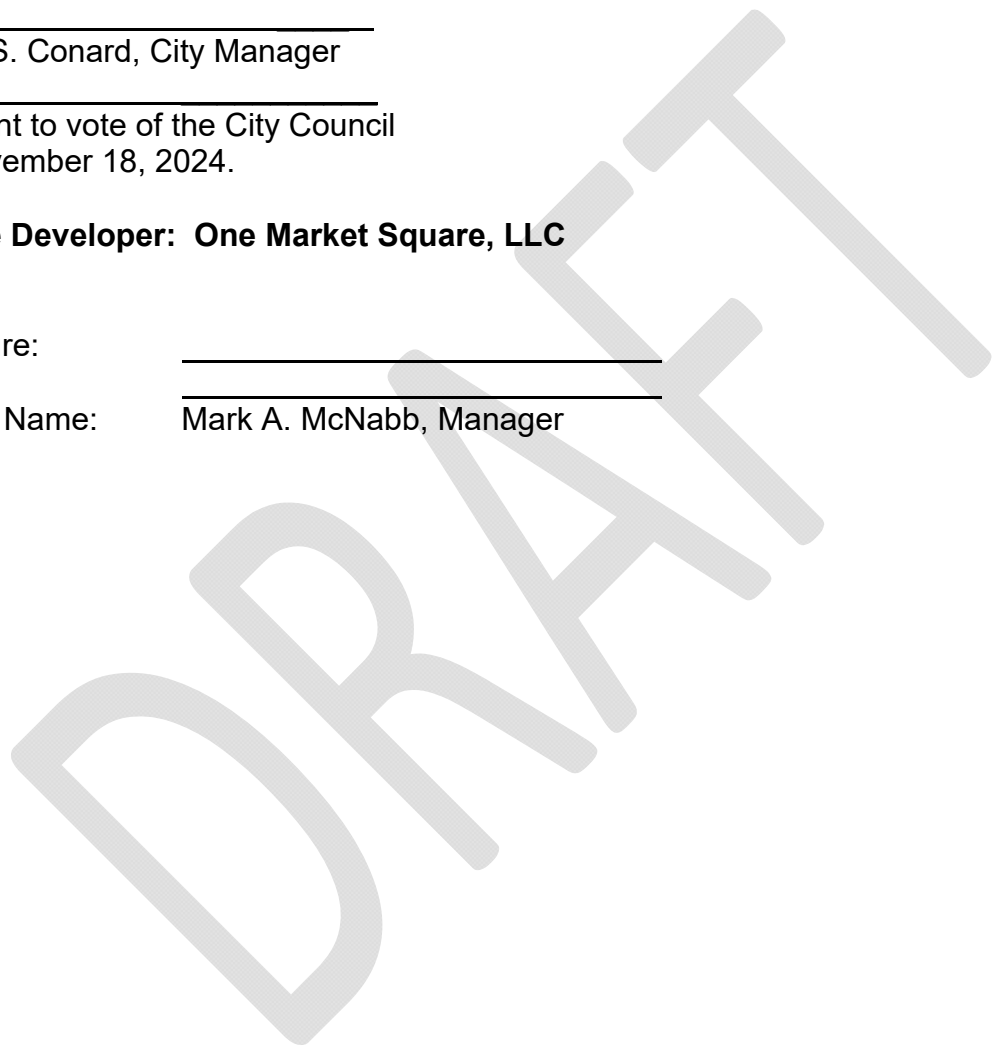
1. The City shall convey the City Strip to the Developer by Quitclaim Deed.
2. The City Council, by its vote of November 18, 2024, delegated to the City Manager the right and authority to negotiate, execute, deliver, accept, and record any and all legal documents necessary to implement the transactions described under the City's Obligations and the Developer's Obligations.

For the City of Portsmouth

Karen S. Conard, City Manager
Dated: _____
Pursuant to vote of the City Council
On November 18, 2024.

For the Developer: One Market Square, LLC

Signature: _____
Dated: _____
Printed Name: Mark A. McNabb, Manager



MEMORANDUM OF AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ___ day of December, 2023, between the One Market Square, LLC, a New Hampshire limited liability company, with an address of 3 Pleasant Street, Suite 400, Portsmouth, NH 03801 (the “Developer”) and the City of Portsmouth, a New Hampshire municipality, with an address of 1 Junkins Avenue, Portsmouth, NH 03801 (the “City”). The Developer and the City may be collectively referred to herein as “the Parties”.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located at 1 Congress Street in the city of Portsmouth, located at Tax Map/Lot 117/14 (the “Property”);

WHEREAS, the City is the owner of certain rights of way abutting the Property known as High Street and Ladd Street;

WHEREAS, the City and the Developer claim interest to portions of the abutting way known as Haven Court (together with High and Ladd Streets the “Rights of Way”);

WHEREAS, the City owns a parking garage known as the High Hanover Garage, located on parcels at 34 Hanover Street and 44 High Street, Map/Lots 117/1 and 117/16, respectively (collectively the “High Hanover Garage”);

WHEREAS, Wenberry Associates, LLC owns the abutting parcel located at 15 Congress Street, Tax Map/Lot 117/12 (the “Wenberry Parcel”);

WHEREAS, the Developer has obtained certain approvals from the City’s land use boards to construct a 3-story mixed-use building with associated on-site and off-site improvements (see generally City permit number LU-22-12) (the “Developer’s Project”);

WHEREAS, as a part of the Developer’s Project, the Developer plans to conduct substantial utility work within High Street, Ladd Street and Haven Court;

WHEREAS, the Parties recognize the public benefit to be derived from beautifying the Rights of Way and creating greater pedestrian connectivity from Penhallow Street through to Fleet Street;

WHEREAS, the Parties desire for the Developer, at its sole cost, to design, engineer and construct certain public realm improvements within the Rights of Way (collectively, and as further defined herein, the “Public Realm Improvements”).

NOW, THEREFORE, the Parties agree as follows:

Part I: The Developer’s Obligations.

A. The Public Realm Improvements

The Developer shall, at its sole cost and obligation design, engineer and install the following Public Realm Improvements in accordance with the drawing set attached as Exhibit A within the Rights of Way:

1. Repave the Rights of Way using decorative pavers as a pedestrian-vehicular shared space;
2. Install catenary lights over Haven Court, affixed to the High Hanover garage and the Developer's Property;
 - a. The Developer shall attempt to negotiate the rights necessary to install catenary lights affixed to abutting private buildings, but failure to secure such rights shall not affect the validity of this Agreement nor prevent the Developer from installing the catenary lights affixed to the City Property and the Developer's Property, as shown in Exhibit A.
3. Install public fences, benches, railings, and other infrastructure within the Rights of Way.
4. Install an additional pedestrian entrance to the High Hanover Garage at the high point of Haven Court.
5. Install a stairway connecting Haven Court to Fleet Street.
6. All Public Realm Improvements on High Street and Ladd Street shall be compliant with the Americans with Disabilities Act (ADA), including but not limited to making the sidewalks flush with the streets.
7. All changes to the Public Realm Improvements from what is depicted in Exhibit A shall be submitted to the City Manager in writing and reviewed and approved by the Director of Public Works. If the City Manager, at her sole discretion, determines that any change is a material change to the aesthetics of the Public Realm Improvements, such change shall be reviewed and approved by the City's Public Art Review Committee (PARC).

B. Construction Obligations

The Developer shall complete at its sole cost and obligation the following tasks to secure the construction of the infrastructure described in Section I, A:

1. Prior to commencing any construction, the Developer shall submit construction plans to the City (the "Construction Plans"). The construction plans must be reviewed and approved by the Director of Public Works for consistency with City standards. The City may, at its sole discretion, employ a third-party engineer to conduct a peer review of the construction plans, and the cost of any third-party review shall be borne by the Developer.
2. The Developer shall secure the construction of the items above via a security instrument, such as a bond or letter of credit, in a form acceptable to the City Attorney. The value of the security instrument shall be estimated by the Developer and set by the Director of Public Works. Upon acceptance of the Public Realm Improvements by the City, the City shall release the security instrument.
3. The Developer shall enter into a Construction Management Mitigation Agreement (CMMP) with the City sufficient to describe the Developer's construction plan for the Public Realm Improvements and the Developer's Project. The CMMP shall

reasonably ensure vehicular and pedestrian public access to abutting properties, including but not limited to businesses and residences with entrances on the Rights of Way, the High Hanover Garage and other adjacent parking facilities. This shall also include access for police, fire, and trash pickup by the City. The Parties understand there will be times access is limited or interrupted to parking, traffic flow and sidewalks and the Developer is responsible for coordinating those interruptions with the City and abutters prior to making any interruption of normal vehicular and pedestrian access.

4. The Developer shall provide written notice to abutters and their tenants, as may be reasonably identified, at the construction stages, to be established by the CMMP. These notices shall be in any event no less than once per month.
5. As a part of the CMMP, the Developer shall designate a Project Manager, who shall serve as the point of contact for all public inquiries regarding the Public Realm Improvements, the Developer's Project, and the related impacts on vehicular travel. This point of contact shall be available to respond to public inquiries and respond to requests within 24 hours.
6. The Developer shall provide the City with proof of insurance at the City's customary levels for the period of construction of the Public Realm Improvements. The proof of insurance shall list the City as an additional insured.
7. The Developer shall secure the legal rights necessary to construct the anticipated Public Realm Improvements over the Wenberry Parcel. The Developer shall provide evidence of sufficient legal rights to the City prior to the commencement of the construction of any Public Realm Improvements.
8. Following construction of the Public Realm Improvements, the Developer shall provide the City with as-built drawings depicting the Public Realm Improvements.

Part II: The City's Obligations

1. The City shall employ a third-party engineer to oversee the construction of the Public Realm Improvements. The cost of the third-party engineer shall be paid by the Developer, subject to the reasonable approval by the Developer of the company to be employed, the scope of work and cost.
2. The City or the Developer may procure a third-party study of the feasibility of a shared trash and recycling area within the High Hanover Garage.
3. The City or the Developer may procure a third-party study by an experienced land use firm and Parking/traffic engineer for the three entrances to the High Hanover Garage so the City may consider any changes to those entrances.
4. The City hereby waives all license fees applicable to the construction of the Public Realm Improvements. This provision shall not apply to any permit fees required pursuant to the Developer's Project.
5. The City shall designate a Project Manager for the Public Realm Improvements. All communications regarding the Public Realm Improvements from the Developer shall be addressed to the Project Manager, with a copy to the City Attorney.
6. Following approval of the Public Realm Improvements by the City's third-party engineer and the Director of Public Works, the City shall accept ownership in writing of all Public Realm Improvements, excepting the catenary lights. If review

by the City's third-party engineer or the City's Public Works Department reveal the Public Realm Improvements are not constructed to City standards or the Construction Plans, the Developer shall cause the insufficiencies to be remedied to the City's satisfaction.

7. The City and Developer shall negotiate, execute and record as necessary any and all easements, licenses, joint use agreements or other documents reasonably necessary to complete the obligations set forth herein. The City Council, by vote of August 21, 2023 expressly delegates authority to the City Manager to negotiate, convey and/or accept land interests reasonably necessary for the purposes of this paragraph.
8. The City shall eliminate or otherwise relocate a parking space within the High Hanover Garage to facilitate the construction of the additional pedestrian entrance to the High Hanover Garage.
9. The Parties agree the improvements being made to High Street and Ladd Street reflected in Exhibit A will become City property upon acceptance of the Public Realm Improvements by the City, and nothing in this Agreement shall be construed to prohibit the City from making any changes to High Street and Ladd Street, including their use, in the future.

Part III: Miscellaneous

1. Compliance with other laws: The Developer acknowledges that their obligations under this contract are subject to full compliance with all applicable state, federal, and local laws, and failure to adhere to such laws shall constitute a material breach of this contract.
2. Costs: Following acceptance of the Public Realm Improvements by the City, the City shall assume maintenance of the Rights of Way. The City's maintenance obligations shall not exceed the ordinary maintenance responsibilities for any other right of way in the City. For the purposes of this paragraph, the catenary lights are specifically exempted and maintenance for the catenary lights shall be the responsibility of the Developer.
3. Entire Agreement. This Agreement and the attachments hereto, each of which is hereby incorporated herein, sets forth all the agreements, promises, covenants conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.
4. Amendment. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by each of the parties hereto. Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by any party of a default hereunder in one or more instances shall not be construed as constituting a continuing waiver or as a waiver of other instances of default.

5. Waiver of Breach: The failure of either party to enforce any provision of this contract shall not be construed as a waiver of subsequent breaches or as a relinquishment of the right to enforce such provisions. No waiver by either party of any breach of this contract shall be deemed to be a waiver of any other or subsequent breach.

6. Governing Law. The construction and effect of the terms of this Agreement shall be determined in accordance with the laws of the State of New Hampshire.

For the City of Portsmouth

Karen S. Conard
Karen S. Conard (Dec 12, 2023 15:34 EST)

Karen S. Conard, City Manager
Dated: 12/12/2023

Pursuant to vote of the City Council
On August 21, 2023.

Reviewed by Trevor P. McCort
Deputy City Attorney

Trevor P. McCort
Trevor P. McCort (Dec 12, 2023 15:35 EST)

For the Developer: One Market Square, LLC

Signature: Mark A. McNabb
Dated: 12/13/2023
Printed Name: Mark A. McNabb, Manager

IMPROVEMENT PLANS

HIGH STREET, LADD STREET & HAVEN COURT

PORTSMOUTH, NEW HAMPSHIRE

CITY COUNCIL APPROVAL SET

PROJECT PROPONENT:
 ONE MARKET SQUARE LLC
 3 PLEASANT STREET
 SUITE #400
 PORTSMOUTH, NH 03801
 TEL. (603) 427-0725

LAND SURVEYOR & CIVIL ENGINEER:
 AMBIT ENGINEERING, INC.
 200 GRIFFIN ROAD, UNIT 3
 PORTSMOUTH, N.H. 03801
 Tel. (603) 438-2315
 Fax (603) 438-2315

GEOTECHNICAL:
 TERRA FIRMA LANDSCAPE ARCHITECTURE
 163A COURT STREET
 PORTSMOUTH, NH 03801
 TEL. (603) 430-6586

LAND USE ATTORNEY:
 BRUTON & BERUBE PLLC
 600 W. BERRY AVENUE
 DOWER, N.H. 03820
 Tel. (603) 749-4329

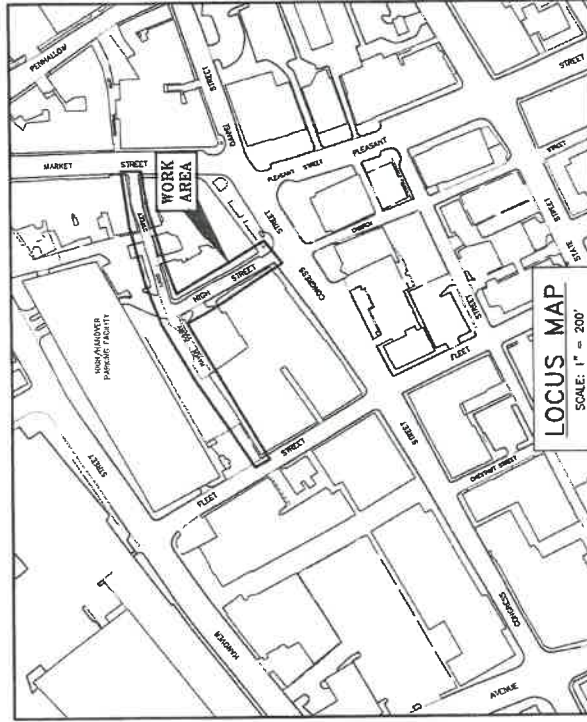
ARCHITECT:
 ARCOVE LLC
 3 CONGRESS STREET
 SUITE NH 03801
 PORTSMOUTH, NH 03801
 TEL. (603) 731-5187

LANDSCAPE ARCHITECT:
 TERRA FIRMA LANDSCAPE ARCHITECTURE
 163A COURT STREET
 PORTSMOUTH, NH 03801
 TEL. (603) 430-6586

GEOTECHNICAL:
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INDEX OF SHEETS

- EXISTING CONDITIONS / WORK AREA
- PEDESTRIAN CONNECTIONS
- LANDSCAPE PLAN-HAVEN COURT
- LANDSCAPE PLAN-HIGH STREET
- LANDSCAPE PLAN-LADD STREET
- LANDSCAPE PLAN-PLANTING
- LANDSCAPE DETAILS
- LANDSCAPE PERSPECTIVES
- PROPOSED UTILITIES-WORK AREA

UTILITY CONTACTS

- ELECTRIC:**
 EVERSOURCE
 1700 LAFAVETTE ROAD
 PORTSMOUTH, NH 03801
 TEL. (603) 294-5144
 ATTN: MICHAEL BUSBY, P.E. (MANAGER)
- SEWER & WATER:**
 PORTSMOUTH DEPARTMENT OF PUBLIC WORKS
 680 PEVERLY HILL ROAD
 PORTSMOUTH, N.H. 03801
 TEL. (603) 297-1530
 ATTN: GIL TOR
- NATURAL GAS:**
 UNIL
 325 WEST ROAD
 PORTSMOUTH, N.H. 03801
 TEL. (603) 294-5144
 ATTN: DAVE BEAULIEU
- CABLE:**
 COMCAST
 1000 MARKET ST
 PORTSMOUTH, N.H. 03801
 TEL. (603) 678-5695 (X1037)
 ATTN: WIRE COLLINS

LEGEND:

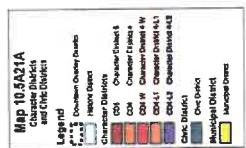
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WATER PIPE	WATER PIPE
STORM DRAIN	STORM DRAIN
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
FOUNDATION DRAIN	FOUNDATION DRAIN
CONTOUR	CONTOUR
CONTOUR	CONTOUR
UTILITY POLE	UTILITY POLE
WALL MOUNTED EXTERIOR LIGHTS	WALL MOUNTED EXTERIOR LIGHTS
TRANSFORMER ON CONCRETE PAD	TRANSFORMER ON CONCRETE PAD
ELECTRIC MANGHOLE	ELECTRIC MANGHOLE
SHUT OFFS (WATER/GAS)	SHUT OFFS (WATER/GAS)
DATE VALVE	DATE VALVE
HYDRANT	HYDRANT
CATCH BASIN	CATCH BASIN
SEWER MANGHOLE	SEWER MANGHOLE
DRAIN MANGHOLE	DRAIN MANGHOLE
TELEPHONE MANGHOLE	TELEPHONE MANGHOLE
PARKING SPACE COUNT	PARKING SPACE COUNT
PARKING METER	PARKING METER
LANDSCAPED AREA	LANDSCAPED AREA
TO BE DETERMINED	TO BE DETERMINED
COPPER PIPE	COPPER PIPE
DRAINAGE CHLORIDE PIPE	DRAINAGE CHLORIDE PIPE
REINFORCED CONCRETE PIPE	REINFORCED CONCRETE PIPE
ASBESTOS CEMENT PIPE	ASBESTOS CEMENT PIPE
VIBRATED CLAY PIPE	VIBRATED CLAY PIPE
CONCRETE MANHOLE	CONCRETE MANHOLE
ELEVATION	ELEVATION
FINISHED FLOOR	FINISHED FLOOR
INSET	INSET
TEMPORARY BENCHMARK	TEMPORARY BENCHMARK
TYPICAL	TYPICAL

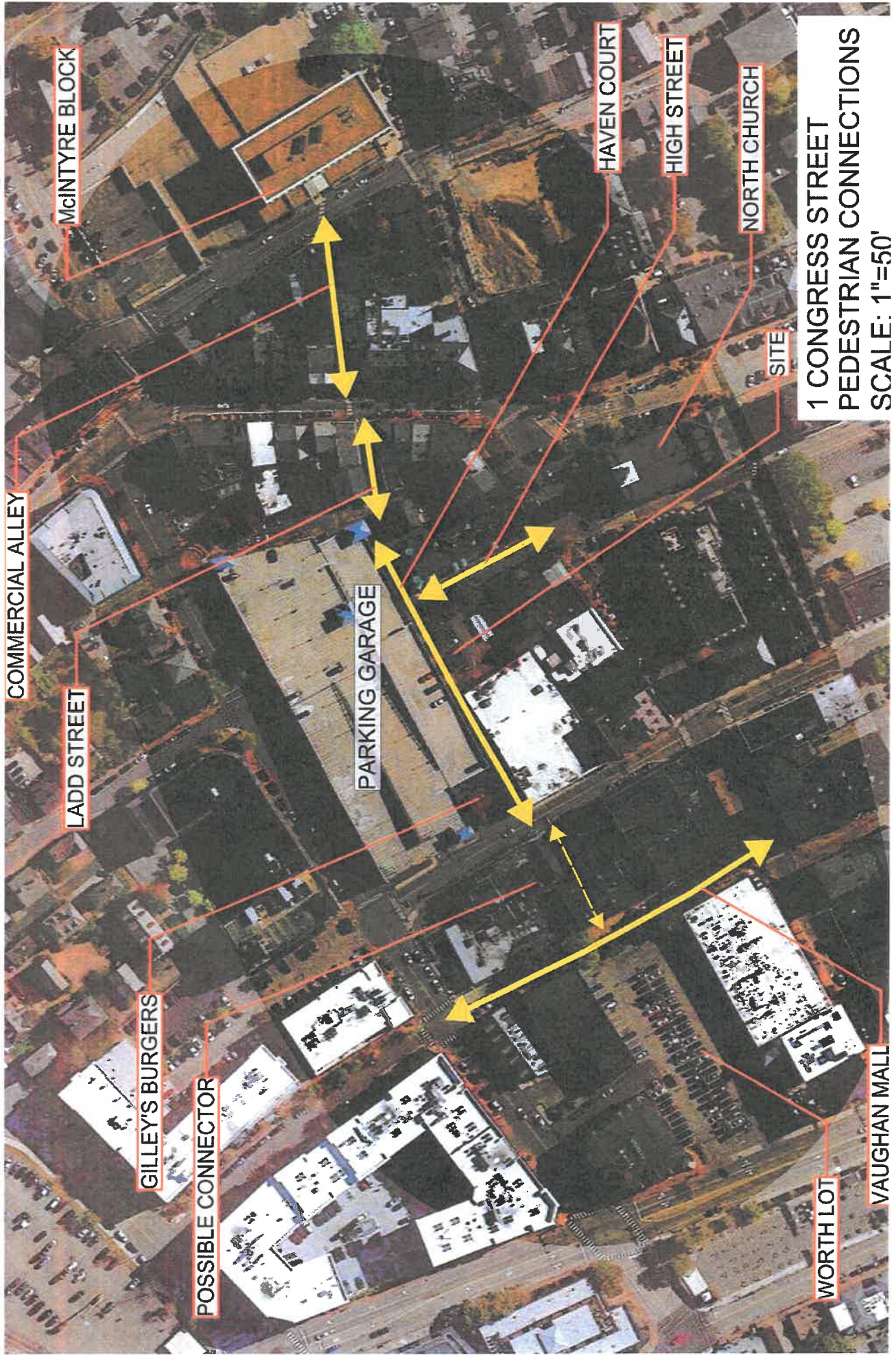
CITY COUNCIL APPROVAL PLAN SET
 IMPROVEMENT PLANS
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 PORTSMOUTH, N.H.



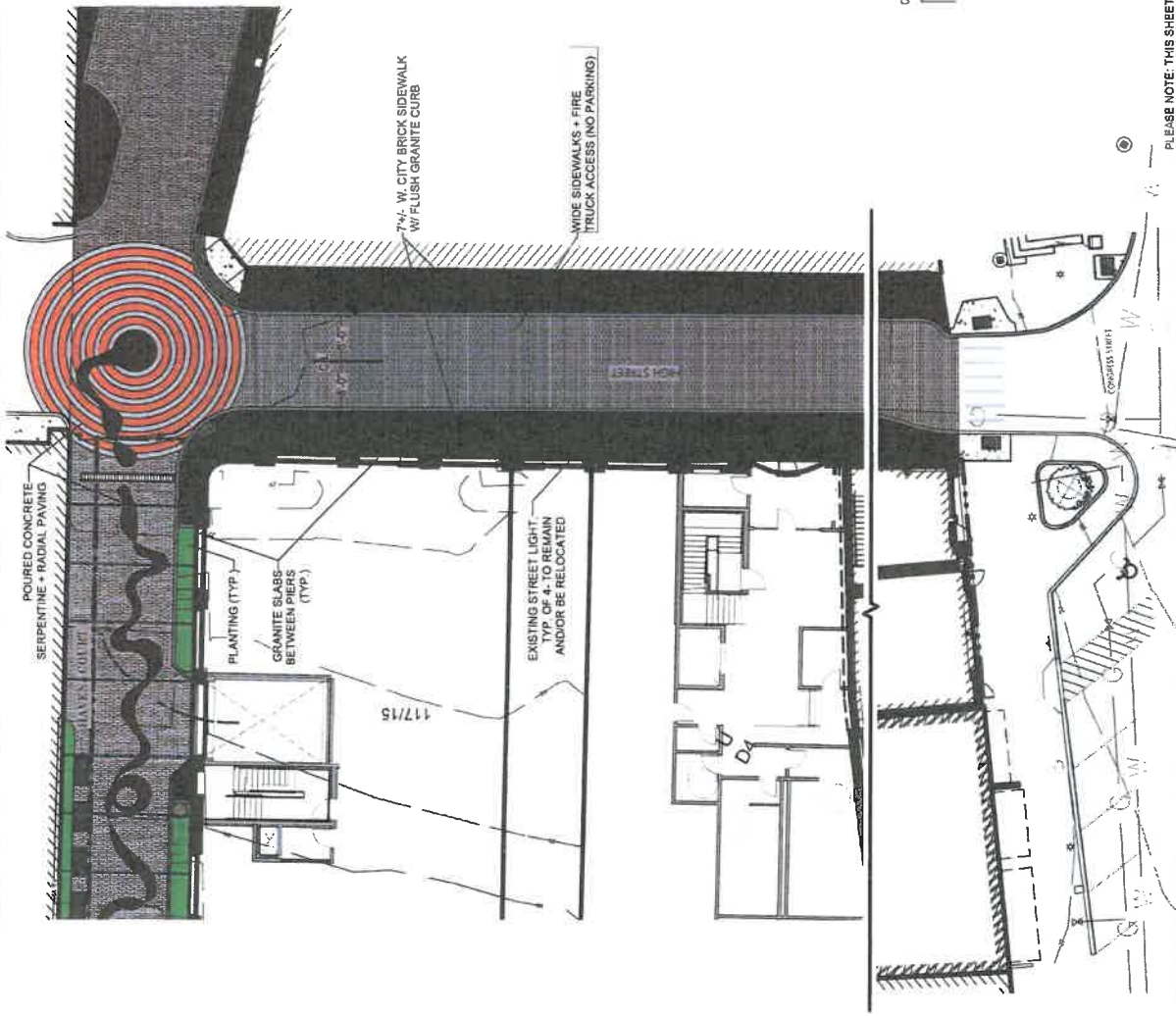
WWW.AMBITENGINEERING.COM
 100 COLLEGE ROAD, SUITE 100
 PORTSMOUTH, NH 03801
 603.731.5187

PLAN SET SUBMITTAL DATE: 3 JULY 2023





**1 CONGRESS STREET
PEDESTRIAN CONNECTIONS
SCALE: 1"=50'**



NO.	DATE	DESCRIPTION
1	10/20/20	CONCEPT ARCHITECTURE SET
2	11/10/20	CONCEPT PAVING PLAN
3	11/10/20	CONCEPT PAVING PLAN
4	12/20/20	NOTICE TO PROCEED (NTP)
5	01/15/21	CONCEPT PAVING PLAN
6	01/15/21	CONCEPT PAVING PLAN
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88	01/15/21	CONCEPT PAVING PLAN
89	01/15/21	CONCEPT PAVING PLAN
90	01/15/21	CONCEPT PAVING PLAN
91	01/15/21	CONCEPT PAVING PLAN
92	01/15/21	CONCEPT PAVING PLAN
93	01/15/21	CONCEPT PAVING PLAN
94	01/15/21	CONCEPT PAVING PLAN
95	01/15/21	CONCEPT PAVING PLAN
96	01/15/21	CONCEPT PAVING PLAN
97	01/15/21	CONCEPT PAVING PLAN
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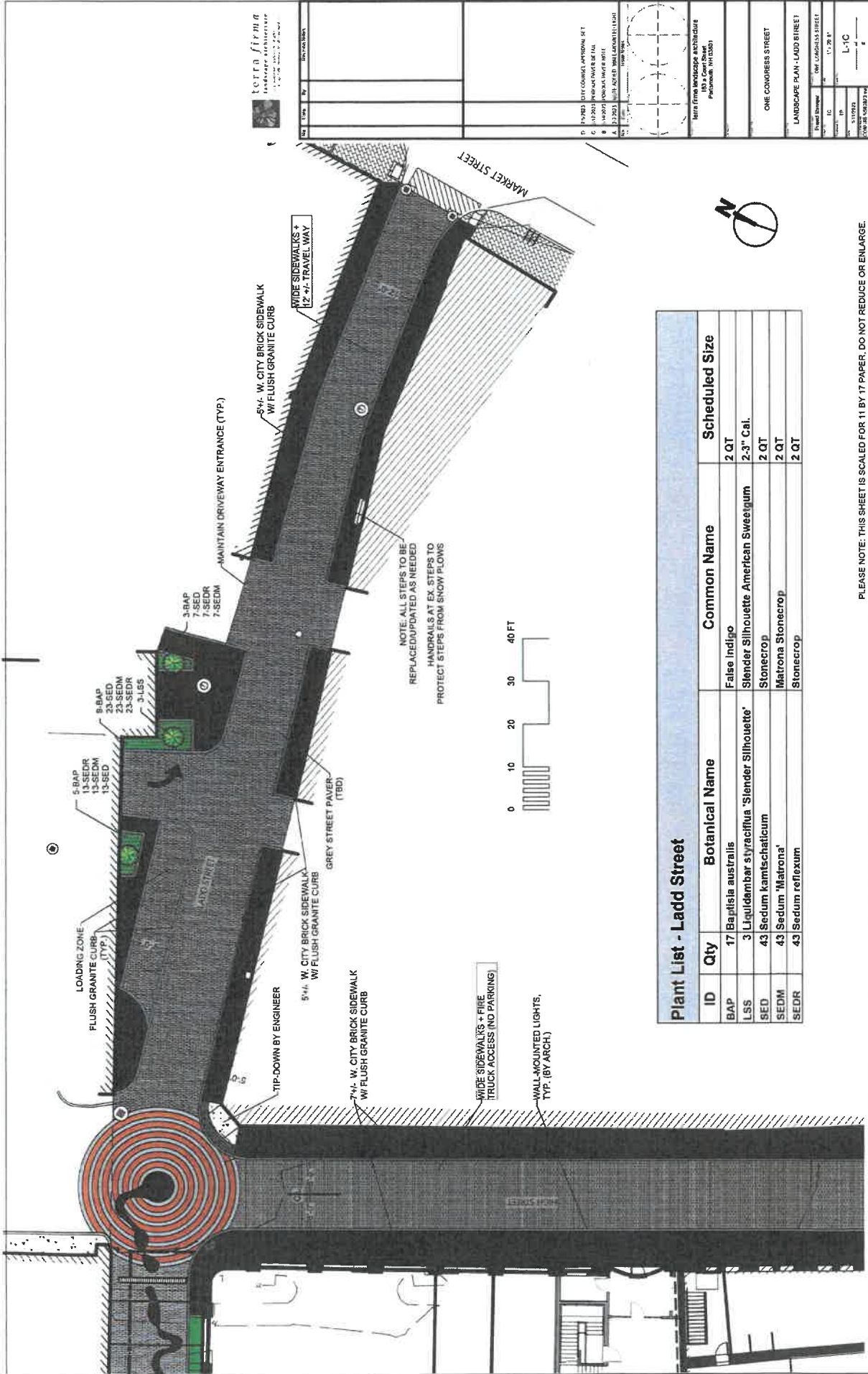
PLEASE NOTE: THIS SHEET IS SCALED FOR 11 BY 17 PAPER. DO NOT REDUCE OR ENLARGE

terra firma landscape architecture
103 S Court Street
Palm Beach, FL 33481

ONE CONGRESS STREET

LANDSCAPE PLAN - HIGH STREET

Project Manager: [Name]
Date: 01/15/21
Scale: 1" = 20'-0"
Sheet: 18 of 18
Drawing No: L-18
Revision: [Number]



tetra firma
landscape architecture
1000 15th Street, NW
Washington, DC 20004

NO.	DATE	BY	REVISIONS

D. PLANTED: 2017 CONGRESS AVENUE, ST
C. 10/2017: 1000 15TH STREET, NW
B. 10/2017: 1000 15TH STREET, NW
A. 12/2017: 1000 15TH STREET, NW

terra firma landscape architecture
1000 15th Street, NW
Washington, DC 20004

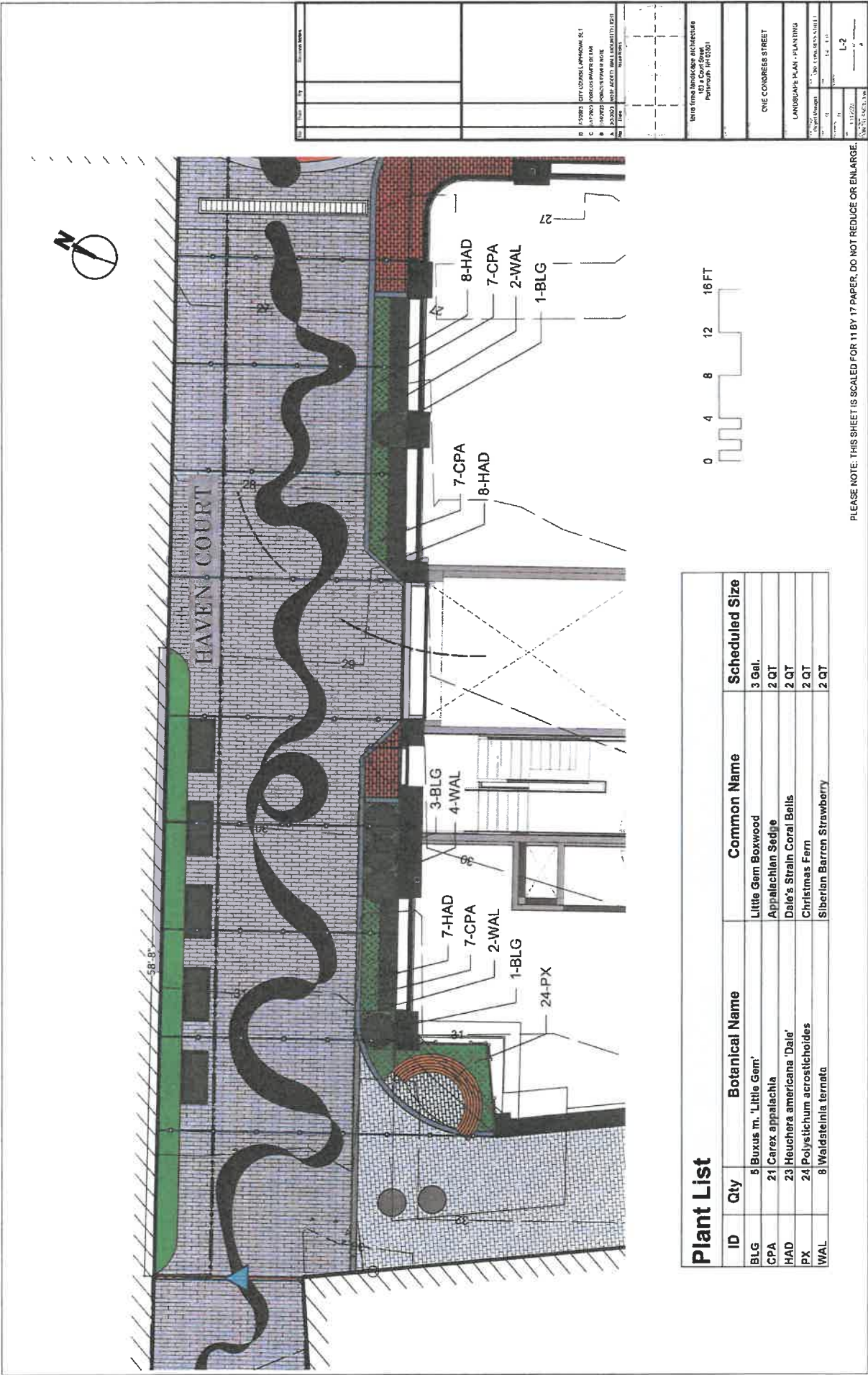
ONE CONGRESS STREET

LANDSCAPE PLAN - LADD STREET

Project Number: 11-2017
Scale: 1" = 20'-0"
Date: 11/2017
Sheet: L-1C
Drawing: 11/2017

Plant List - Ladd Street				
ID	Qty	Botanical Name	Common Name	Scheduled Size
BAP	17	<i>Baptisia australis</i>	False Indigo	2 QT
LSS	3	<i>Liquidambar styraciflua</i> 'Slender Silhouette'	Slender Silhouette American Sweetgum	2-3" Cal.
SED	43	<i>Sedum kamtschaticum</i>	Stoncrop	2 QT
SEDM	43	<i>Sedum 'Matrona'</i>	Matrona Stoncrop	2 QT
SEDR	43	<i>Sedum reflexum</i>	Stoncrop	2 QT

PLEASE NOTE: THIS SHEET IS SCALED FOR 11 BY 17 PAPER. DO NOT REDUCE OR ENLARGE.



Plant List

ID	Qty	Botanical Name	Common Name	Scheduled Size
BLG	5	Buxus m. 'Little Gem'	Little Gem Boxwood	3 Gal.
CPA	21	Carex appalachia	Appalachian Sedge	2 QT
HAD	23	Heuchera americana 'Dale'	Dale's Strain Coral Bells	2 QT
PX	24	Polystichum acrostichoides	Christmas Fern	2 QT
WAL	8	Waldsteinia ternata	Siberian Barren Strawberry	2 QT

PLEASE NOTE: THIS SHEET IS SCALED FOR 11 BY 17 PAPER. DO NOT REDUCE OR ENLARGE.

DATE	BY	REVISIONS

D. F. STREIB, CITY OF BOSTON, LANDSCAPE ARCHITECT
 100 STATE STREET, SUITE 1000
 BOSTON, MASSACHUSETTS 02109
 TEL: 617-552-3300
 FAX: 617-552-3301
 WWW.DFSTREIB.COM

WAVE FORM ARCHITECTURE
 101 CONGRESS STREET
 PORTSMOUTH, NH 03801

ONE CONGRESS STREET
 LANDSCAPE PLAN - PLANTING
 PROJECT NUMBER: 101 CONGRESS STREET
 DATE: 11.11.22
 SCALE: 1" = 4'-0"
 SHEET: L-2
 TOTAL SHEETS: 3



1 STEPS FROM FLEET STREET
L-4 SCALE: NTS

PLEASE NOTE: THIS SHEET IS SCALED FOR 11 BY 17 PAPER. DO NOT REDUCE OR ENLARGE.



NO.	DATE	BY	DESCRIPTION

B. 10/20/2010 SITE CONCEPT - PRELIMINARY SET
 C. 10/20/2010 PRELIMINARY LAYOUT
 D. 10/20/2010 PRELIMINARY LAYOUT
 E. 10/20/2010 PRELIMINARY LAYOUT
 A. 10/20/2010 PRELIMINARY LAYOUT



terra firma landscape architecture
 93 & Court Street
 Portsmouth, NH 03801

ONE CONGRESS STREET

LANDSCAPE PERSPECTIVES

Project Name:	ONE CONGRESS STREET
Client:	AS NOTED
Scale:	L-4
Date:	10/20/2010
Sheet No.:	001/001



1 STONE SEATING NEAR FLEET STREET STEPS
 SCALE: NTS

PLEASE NOTE: THIS SHEET IS SCALED FOR 11 BY 17 PAPER. DO NOT REDUCE OR ENLARGE.



DATE	NO.	DESCRIPTION

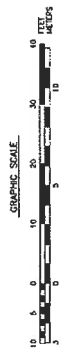
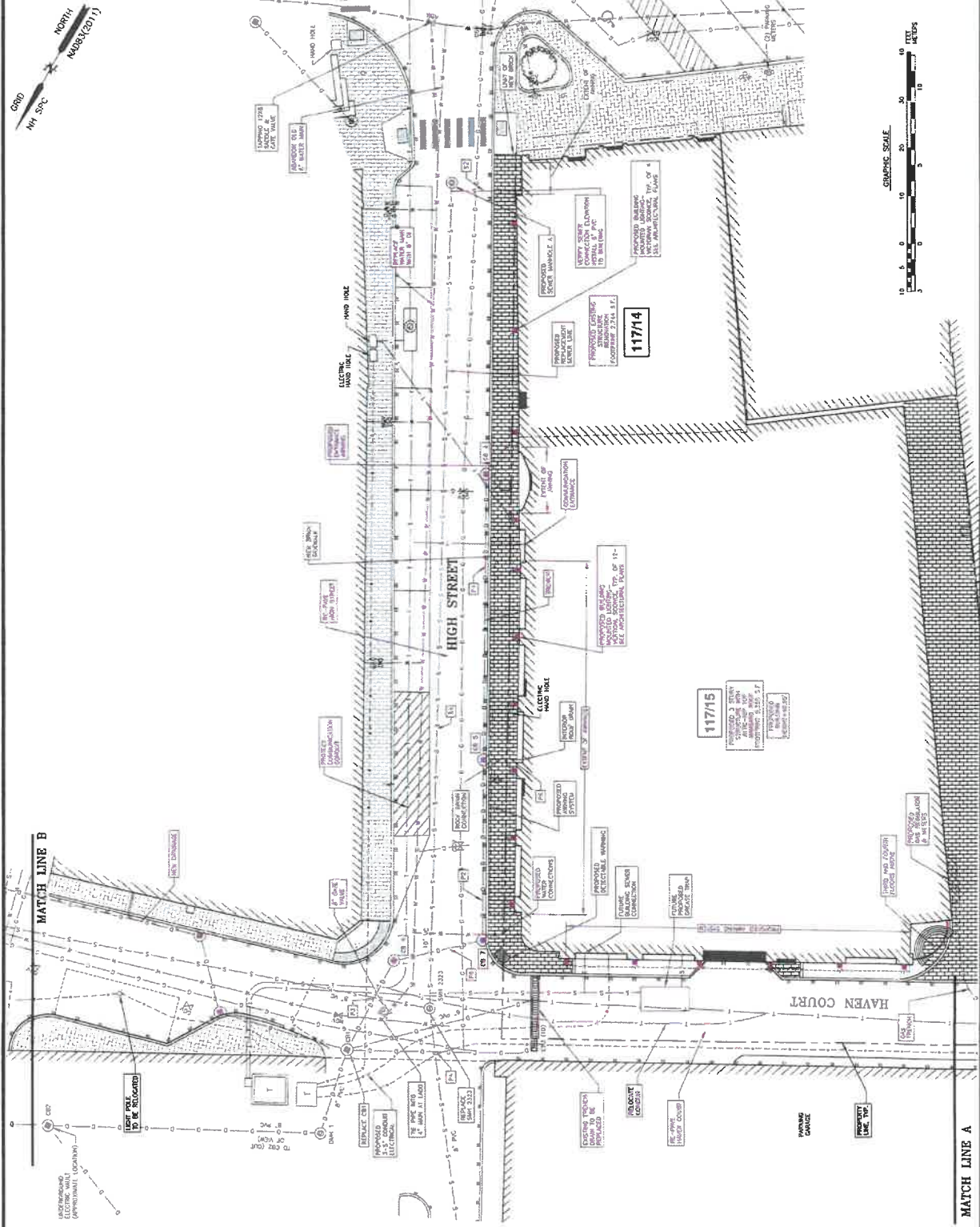
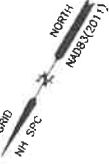
© TERRA FIRMA LANDSCAPE ARCHITECTURE, INC.
 1000 WASHINGTON STREET, SUITE 200
 WASHINGTON, DC 20004
 A. 202 273 1000 FAX: 202 273 1001
 WWW.TERRAFIRMA.COM



Terra Firma Landscape Architecture
 1000 WASHINGTON STREET
 WASHINGTON, DC 20004

ONE CONGRESS STREET	
LANDSCAPE PERSPECTIVES	
PROJECT NO.	1000 WASHINGTON STREET
DATE	05/20/11
SCALE	L-6
DATE	05/20/11
SCALE	L-6

- NOTES:**
- 1) CONGRESS DEVELOPMENT PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSORS MAP 117 AS LOT 14.
 - 2) OWNER OF RECORD (MAP 117 LOT 14):
ONE MARKET SQUARE, LLC
31 PLEASANT STREET, SUITE 400
PORTSMOUTH, NH 03801
683/31 PARCEL 1 & PARCEL 2
 - 3) THE PURPOSE OF THIS PLAN IS TO SHOW CONCEPTUAL UTILITY ARRANGEMENTS ASSOCIATED WITH THE APPROVAL PLAN.



HIGH STREET

NO.	DATE FOR COMMENT	DESCRIPTION	REVISIONS	DATE
0	7/1/23			

PROPOSED UTILITIES WORK AREA
OWNER OF RECORD:
THE CITY OF PORTSMOUTH
HIGH STREET, LADD STREET & HAVEN COURT
CITY OF PORTSMOUTH
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE

MATCH LINE B

MATCH LINE A











2023.12.08 MOU City of Portsmouth High Ladd Haven Court


Final Audit Report

2023-12-13

Created:	2023-12-12
By:	Marie Bodi (marie@mcnabbgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZeCY6mXWFOzTGZ8QIP6abNR8GnZwv41q

"2023.12.08 MOU City of Portsmouth High Ladd Haven Court" History

-  Document created by Marie Bodi (marie@mcnabbgroup.com)
2023-12-12 - 8:21:09 PM GMT- IP address: 23.30.130.149
-  Document emailed to tmccourt@cityofportsmouth.com for signature
2023-12-12 - 8:23:42 PM GMT
-  Email viewed by tmccourt@cityofportsmouth.com
2023-12-12 - 8:25:56 PM GMT- IP address: 100.27.34.37
-  Signer tmccourt@cityofportsmouth.com entered name at signing as Trevor P. McCourt
2023-12-12 - 8:33:13 PM GMT- IP address: 69.168.4.66
-  Document e-signed by Trevor P. McCourt (tmccourt@cityofportsmouth.com)
Signature Date: 2023-12-12 - 8:33:15 PM GMT - Time Source: server- IP address: 69.168.4.66
-  Document emailed to kconard@cityofportsmouth.com for signature
2023-12-12 - 8:33:19 PM GMT
-  Email viewed by kconard@cityofportsmouth.com
2023-12-12 - 8:34:19 PM GMT- IP address: 3.234.144.171
-  Signer kconard@cityofportsmouth.com entered name at signing as Karen S. Conard
2023-12-12 - 8:34:56 PM GMT- IP address: 50.224.228.202
-  Document e-signed by Karen S. Conard (kconard@cityofportsmouth.com)
Signature Date: 2023-12-12 - 8:34:58 PM GMT - Time Source: server- IP address: 50.224.228.202
-  Document emailed to Mark McNabb (house@mcnabbgroup.com) for signature
2023-12-12 - 8:35:02 PM GMT

 Email viewed by Mark McNabb (house@mcnabbgroup.com)

2023-12-12 - 8:40:22 PM GMT- IP address: 172.225.237.132

 Document e-signed by Mark McNabb (house@mcnabbgroup.com)

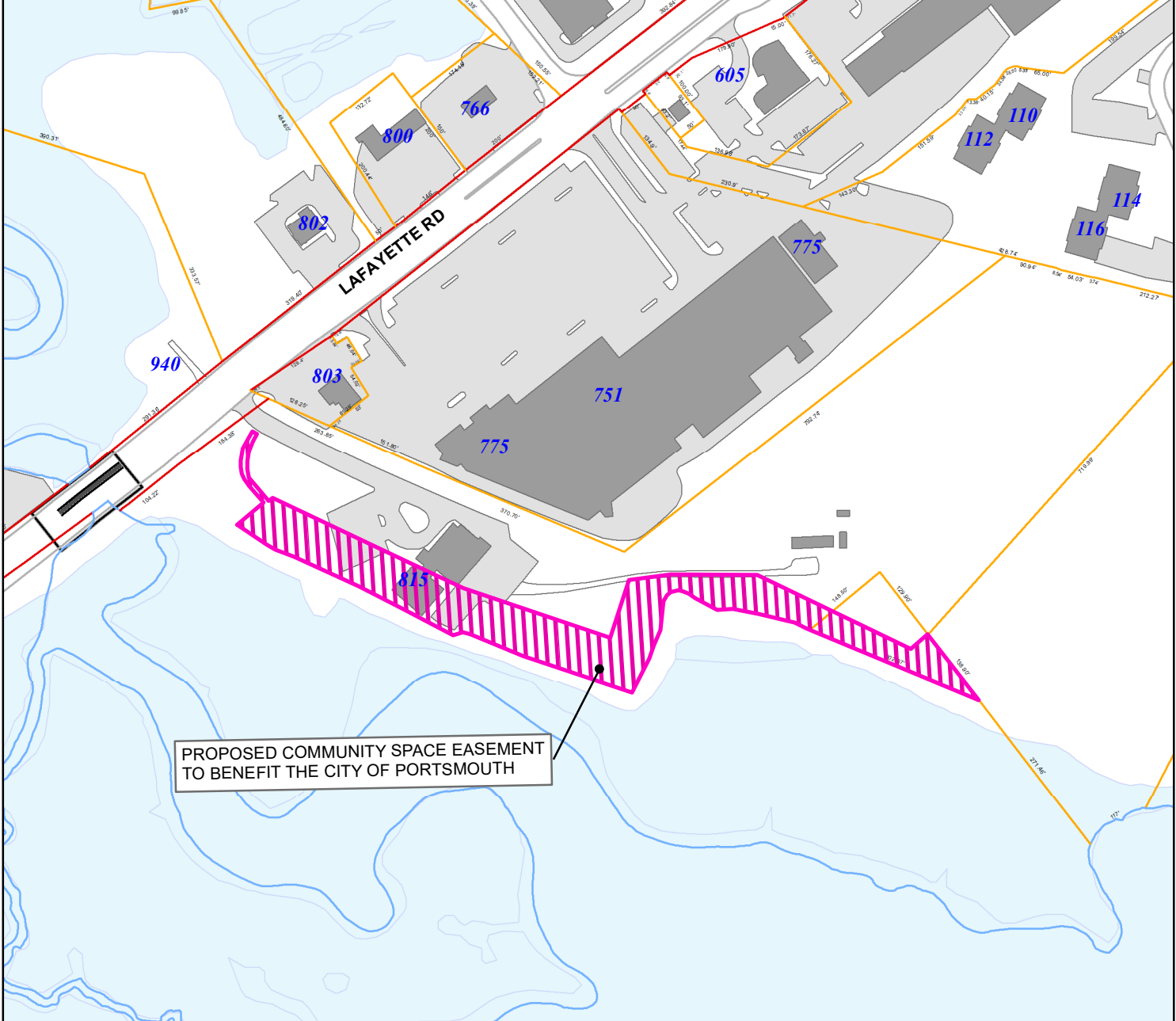
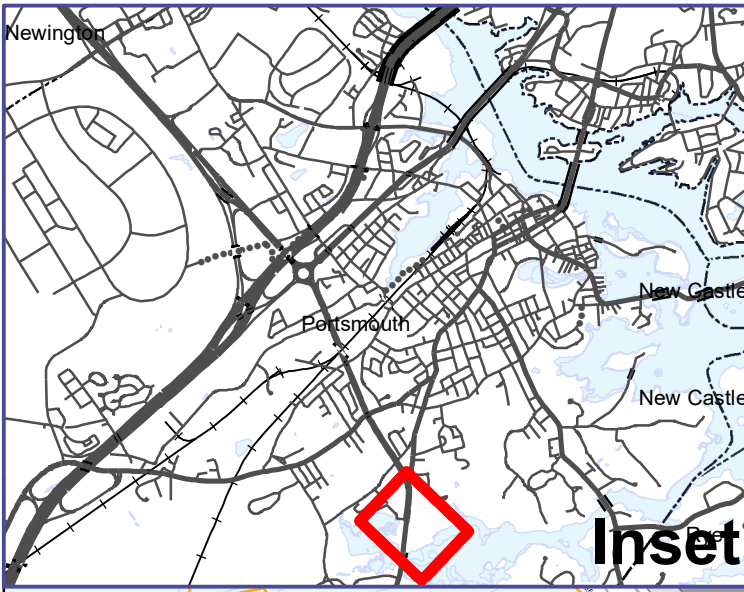
Signature Date: 2023-12-13 - 11:01:19 AM GMT - Time Source: server- IP address: 71.235.10.14

 Agreement completed.

2023-12-13 - 11:01:19 AM GMT

EXHIBIT A

CM Action Item #8



**815 Lafayette Road
Proposed Easements**



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

EXHIBIT B

EASEMENT FOR PUBLIC ACCESS AND USE OF COMMUNITY SPACE

THIS EASEMENT HEREIN IS GRANTED this ____ day of _____, 2024 by **Prospect North 815, LLC**, a New Hampshire limited liability company having an address of PO Box 372, town of Greenland, county of Rockingham, state of New Hampshire 04840, (“Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good and valuable consideration, receipt of which is acknowledged by Grantor, grants unto the **City of Portsmouth**, a municipal corporation, 1 Junkins Avenue, city of Portsmouth, state of New Hampshire 03801 (“City”) with warranty covenants, easements for access to and use of certain community space as set forth herein as a Non-exclusive Access easement and a Community Space easement.

WITNESSETH

WHEREAS, Grantor acquired a tract of land located on Lafayette Road, city of Portsmouth, county of Rockingham, state of New Hampshire, n/f/k as Map 245, Lot 3 (the “Property”), by Warranty Deed of iHeartMedia + Entertainment, Inc, dated September 28, 2022 and recorded at the Rockingham County Registry of Deeds at Book 6443, Page 665, where future buildings will be constructed; and

WHEREAS, reference is made to a plan entitled “Proposed Community Space Easement and Relocated Access Easement Plan, Tax Map 245 – Lots 3 & 4, Over land of: Prospect North 815 LLC, 815 Lafayette Road, City of Portsmouth, County of Rockingham, State of New Hampshire ,” prepared by Ambit Engineering, Inc., dated August, 2024, and recorded at the Rockingham County Registry of Deeds as Plan D-_____ (the “Easement Plan”); and

WHEREAS, reference is made to a site plan entitled “Proposed Multi-Family Development, Prospect North 815, LLC, 815 Lafayette Road, Portsmouth, New Hampshire,” prepared by Tighe & Bond, dated October 23, 2023, as revised, and recorded at the Rockingham County Registry of Deeds as Plan D-_____ (the “Site Plan”).

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

1. Non-Exclusive Access and Utility Easement. The Grantor hereby grants to the City and declares for the benefit of the public a non-exclusive permanent right to use and enjoy, the area as identified on the Easement Plan, as a “Proposed 20’ Wide Relocation Area for Non-Exclusive Access and Utility Easement,” being more particularly bounded and described as follows:

Beginning at a point on the easterly side of Lafayette Road – US Route 1, as shown on said Easement Plan, said point being the southernmost point of the area described herein; thence turning and running N 06° 34’ 36” E along said Lafayette Road – US Route 1, as shown on said Easement Plan, a distance of 20.09’ to a point; thence turning and running 88° 46’ 51” E a distance of 31.93’ to a point; thence turning and running N 51° 32’ 50” E a distance of 66.83’ to a point; thence turning and running N 67° 08’ 10” E a distance of 538.34’ to a point; thence turning and running S 86° 54’ 09” E a distance of 38.79’ to a point; thence turning and running N 43° 04’ 53” E a distance of 80.07’ to a point; thence turning and running S 47° 34’ 58” E, a distance of 10’ to a point; thence turning and running S 35° 51’ 33” W a distance of 89.20’ to a point; thence turning and running N 86° 54’ 09” a distance of 45.10’ to a point; thence turning and running S 67° 08’ 10” W a distance of 531.00’ to a point; thence turning and running S 51° 32’ 50” W a distance of 71.31’ to a point; thence turning and running N 88° 46’ 51” W a distance of 41.02’ to the point of beginning. Said Proposed 20’ Wide Relocation Area for Non-Exclusive Access and Utility Easement containing 14,935 S.F.

2. Community Space Easement. The Grantor hereby grants to the City and declares for the benefit of the public a non-exclusive permanent right to use and enjoy the area identified on the Easement Plan, as “Community Space Easement to Benefit the City of Portsmouth,” being more particularly bounded and described as follows:

Beginning at a point on the easterly side of Lafayette Road – US Route 1, as shown on said Easement Plan; thence turning and running N 06° 34’ 36” E a distance of 10.06’ to a point; thence turning and running S 89° 51’ 52” E a distance of 34.74’ to a point; thence turning and running along a curve to the left having a radius of 99.05’ and an arc length of 64.71’ to a point; thence turning and running along a curve to the left having a radius of 29.82’ and an arc length of 21.71’ to a point; thence turning and running S 85° 31’ 06” E a distance of 38.03’ to a point; thence turning and running N 68° 55’ 50” E a distance of 364.78’ to a point; thence turning and running N 63° 39’ 25” E a distance of 176.09’ to a point; thence turning and running N 60° 39’ 41” E a distance of 84.68’ to a point; thence turning and running N 27° 25’ 18” W a distance of 102.07’ to a point; thence turning and running N 35° 51’ 33” E a distance of 69.20’ to a point; thence turning and running N 42° 12’ 54” E a distance of 28.00’ to a point; thence turning and running N 42° 34’ 36” E a distance of 35.49’ to a point; thence turning and running N 44° 34’ 53”

E a distance of 81.01' to a point; thence turning and running N 69° 25' 43" E a distance of 283.86' to a point; thence turning and running N 10° 56' 45" E a distance of 34.14' to a point; thence turning and running S 84° 02' 00" E a distance of 132.49' to a point; thence turning and running S 66° 37' 20" W 302.87' to a point; thence turning and running in a southwesterly, southerly, and southwesterly direction along the course of Sagamore Creek, as shown on said Easement Plan, a distance of 1,155' +/-, having a tie line of S 63° 52' 43" W a distance of 1,648.63'; thence turning and running N 04° 50' 03" E a distance of 58.32' to a point; thence turning and running N 85° 31' 06" W a distance of 47.22' to a point; thence turning and running along a curve to the right having a radius of 39.82' and an arc length of 28.99' to a point; thence turning and running along a curve to the right having a radius of 109.05' and an arc length of 62.27' to a point; thence turning and running N 89° 51' 52" W a distance of 27.32' at the point of beginning. Said Community Space Easement to Benefit the City of Portsmouth containing 85,834 SF +/-.

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

1. **Terms of Public Use:** The Public Use permitted by the Easements shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest-ranking administrative officer of the City, subject to the terms and conditions of these easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement areas but failure to do so shall not be a breach of these easements.
2. **Rights to Private Property:** This easement does not convey any right to the public to access or utilize the private property of the Grantor outside the easement areas. Grantor's use of the Easements shall be subject to and regulated through the City of Portsmouth's rules and ordinances governing public sidewalks.
3. **Maintenance:** Maintenance of the easement areas shall be the sole responsibility of the Grantor, its successors or assigns. Maintenance and monitoring of the community space easement shall be governed by the Community Space: Monitoring and Maintenance Plan, drafted by Tighe & Bond, dated December 2023, as approved by the Portsmouth Planning Board of January 18, 2024. The Monitoring and Maintenance Plan is on file at the Portsmouth Planning Department, located at 1 Junkins Avenue, Portsmouth, New Hampshire 03801. In addition to the forgoing, the City shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantor, its successors or assigns.
4. **Encroachments:** The Easements are subject to all existing encroachments of utilities and improvements on, over and under the Easements.
5. **Covenants Run with the Land:** The Easements granted herein shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Grantor, its successors and assigns. The Easements shall be recorded in the Rockingham County Registry of Deeds.

6. **City Ordinance Application:** Any use, public or private, of the Easements shall be subject to and comply with the City Ordinances of the City of Portsmouth.

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

To Grantor:

Prospect North 815, LLC
PO Box 372
Greenland, NH 04840

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

To City:

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

8. **Restrictions.** This Community Space easement shall have the following restrictions, which restrictions shall be set forth in writing on the signage shown on the Site Plan:

- a. Access is from dawn to dusk only;
- b. Dogs shall remain on leashes and owners shall pick up and remove dog waste off premises;
- c. Access is limited to defined pathways only;
- d. No camping, loitering or picnicking;
- e. No alcoholic beverages or drugs;
- f. No littering.
- g. No music or loud speakers; and
- h. Police take Notice.

9. **Amendment:** Grantor, or its successors and/or assigns, and City may mutually agree to amend or modify this Community Space Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by

both parties, and is consistent with the purpose and intent of the Zoning Ordinance. No amendment or modification of this Community Space Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.

10. Costs and Liabilities: Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless, and release the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Community Space Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.

11. Applicable Law: This Community Space Easement shall be construed and interpreted according to the substantive law of the State of New Hampshire.

12. Community Space Easement to Bind Successors: The provisions of this Community Space Easement shall be binding upon and inure to the benefit of Grantor and its successors and assigns. The Community Space Easement shall be appurtenant to, and for the benefit of, Grantee and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion of the Property conveyed to the Grantor by Warranty Deed of iHeartMedia + Entertainment, Inc. dated September 28, 2022, and recorded at the Rockingham County Registry of Deeds (the "Registry") at Book 6443, Page 665.

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

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

[Signatures on following pages.]

GRANTOR:

Prospect North 815, LLC

Witness: _____

By: _____

Michael P Brown, Trustee of the
Michael P. Brown Revocable Trust-2008
Member

Witness: _____

By: _____

Edward R. Hayes, Trustee of the
Edward R. Hayes Revocable Trust of 2017
Member

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Michael P. Brown, Trustee of the Michael P. Brown Revocable Trust-2008, in his capacity as Member of Prospect North 815, LLC, known to me or satisfactorily proven to be the person executing this document, and subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Edward R. Hayes, Trustee of the Edward R. Hayes Revocable Trust of 2017, in his capacity as Member of Prospect North 815, LLC, known to me or satisfactorily proven to be the person executing this document, and subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

GRANTEE:

City of Portsmouth, New Hampshire

By: _____
Karen S. Conard, City Manager

As authorized by vote of the Portsmouth City Council taken on _____.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2024, before: me, the undersigned notary public, personally appeared Karen S. Conard, City Manager of the City of Portsmouth New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it in his/her capacity as stated therein and voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

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

EXHIBIT C

ACCESS EASEMENT FOR WATER SERVICES

KNOW ALL PERSONS BY THESE PRESENTS, that **Prospect North 815, LLC**, a New Hampshire limited liability company with an address of PO Box 372, Greenland, County of Rockingham, State of New Hampshire (“Grantor”), for consideration received, grants to the **CITY OF PORTSMOUTH**, a municipal body politic having a mailing address of 1 Junkins Avenue, Portsmouth, County of Rockingham and State of New Hampshire 03801 (“Grantee”), with **QUITCLAIM COVENANTS** an easement over, below, along, and across the premises described herein, situate on Lafayette Road, Portsmouth, Rockingham County, New Hampshire, and being more particularly described as follows:

A certain tract or parcel of land with the buildings thereon situate on Lafayette Avenue, Portsmouth, Rockingham County, New Hampshire, identified as Map 245, Lot 13, as more particularly shown on a plan site plan entitled “Proposed Multi-Family Development, Prospect North 815, LLC, 815 Lafayette Road, Portsmouth, New Hampshire,” prepared by Tighe & Bond, dated October 23, 2023, as revised, and recorded at the Rockingham County Registry of Deeds as Plan D-_____ (the “Site Plan”).

Meaning and intending to convey an easement over the premises conveyed to the within Grantor by Warranty Deed of iHeartMedia + Entertainment, Inc. dated September 28, 2022, and recorded at the Rockingham County Registry of Deeds (the “Registry”) at Book 6443, Page 665.

Purpose and Rights: The Grantee shall have a perpetual, permanent uninterrupted and unobstructed nonexclusive easement for the purpose of enabling the City of Portsmouth to access private water infrastructure including mains, water shutoffs, and valves for the limited purpose of leak detection and similar infrastructure inspection services and for access to valves for purposes of turning on and shutting off municipal water service. Grantee shall have no responsibility for installation, maintenance, operation, or replacement of the water infrastructure.

Retained Rights: Grantor retains the right to freely use and enjoy its interest in the easement area insofar as the exercise thereof does not interfere with the purpose of this instrument.

Easement To Run With Land: All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, and successors of the Grantor and all subsequent owners of the Premises and shall run

with the land.

This is an exempt transfer per R.S.A. 78-B:2(I).

IN WITNESS WHEREOF, the parties have executed this document on the ____ day of _____, 2024.

Prospect North 815, LLC

Witness: _____

By: _____
Michael P Brown, Trustee of the
Michael P. Brown Revocable Trust-2008
Member

Witness: _____

By: _____
Edward R. Hayes, Trustee of the Edward
R. Hayes Revocable Trust of 2017
Member

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Michael P. Brown, Trustee of the Michael P. Brown Revocable Trust-2008, in his capacity as Member of Prospect North 815, LLC, known to me or satisfactorily proven to be the person executing this document, and subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this this _____ day of _____, 2024, before me, the undersigned officer, personally appeared Edward R. Hayes, Trustee of the Edward R. Hayes Revocable Trust of 2017, in his capacity as Member of Prospect North 815, LLC, known to me or satisfactorily proven to be the person executing this document, and subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

Memorandum

To: Karen Conard, City Manager
 From: Peter Britz, Director of Planning and Sustainability
 Date: November 13, 2024
 Subject: Street naming for Waterford Place

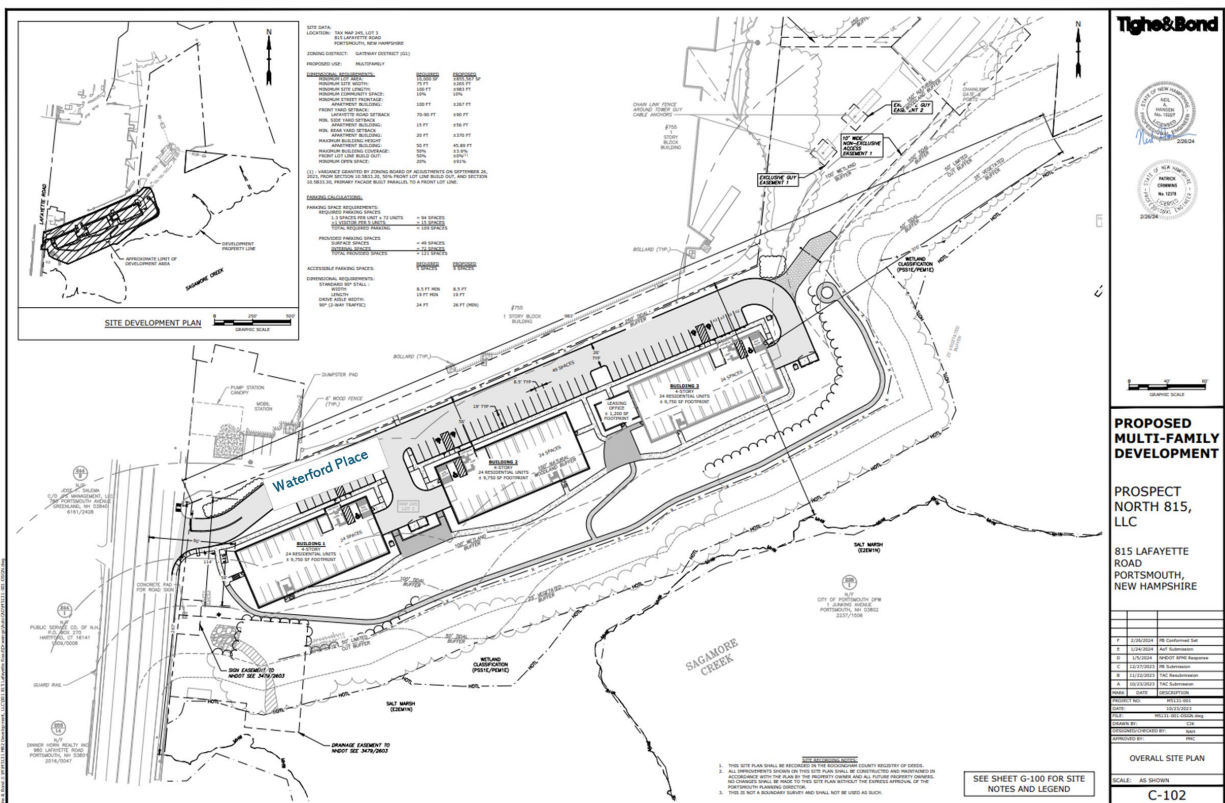


The property owners of 815 Lafayette Road have an approved development with 72 residences in three buildings along Sagamore Creek. Three, 24 unit buildings, will be constructed with access off of a new private street originating at Lafayette Road. The owners are requesting approval to name the private street Waterford Place.

The Department of Public Works has reviewed the request of Waterford Place with the State e911 Police Dispatch and Fire Department and they have no objection to the name. Additionally, there are no duplicate names in this zip code.

Requested action:

The Portsmouth City Council authorizes the use of Waterford Place as the private street name for the development at 815 Lafayette Road once the required easements, site review agreement and bonding are in place for the project.



October 31, 2024

Peter Britz
Director of Planning and Sustainability
City of Portsmouth
1 Junkins Ave, 3rd Floor
Portsmouth NH 03870

RE: Renaming of 815 Lafayette Road to Waterford Place

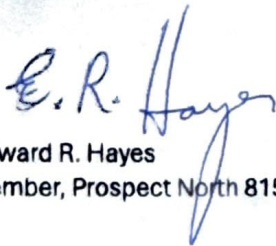
Dear Mr. Britz:

On behalf of Prospect North 815, LLC, we formally request the City of Portsmouth approve the street name "Waterford Place" for the private roadway associated with this project at the former WHEB radio station site.

We request the name WATERFORD PLACE in honor of the hometown of one of the partners of our project, Michael Brown, who grew up in Waterford, CT, before coming to Portsmouth about 30 years ago. We also feel that WATERFORD PLACE will be an appropriate name for our project since it's adjacent to Sagamore Creek.

Thank you for your consideration.

Respectfully,



Edward R. Hayes
Member, Prospect North 815, LLC

AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF PORTSMOUTH AND AIDS RESPONSE OF THE SEACOAST

THIS AGREEMENT amends the Lease Agreement approved by the City Council on July 15, 2024 attached as Exhibit A ("Agreement"), made 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**, of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter referred to as "LESSOR"). The parties agree to amend the Agreement as follows:

1. Paragraph **1 A** is amended by deleting the word "Indoor Playroom" from the second paragraph.
2. Paragraph **1 C** is deleted in its entirety and replaced with the following:

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. For the remaining months of FY25 and for the rest of the lease term, 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 3% annual escalator:

Year	Component/Tier	Rate	Assessment	
			Annual	Monthly
Dec. 2024- June 30, 2025	Square Feet 1,976 C*		7 months	
		\$12.41	\$14,304.57	\$2,043.51
FY 2026	Square Feet 1,976 C	\$12.78	\$25,253.28	\$2,104.44
FY 2027	Square Feet 1,976 C	\$13.16	\$26,004.16	\$2,167.01
FY 2028	Square Feet 1,976 C	\$13.55	\$26,774.80	\$2,231.23
FY 2029	Square Feet 1,976 C	\$13.96	\$27,584.96	\$2,291.75

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.

All other terms not amended herein shall remain in full force and effect.

LESSEE
**AIDS RESPONSE OF THE
SEACOAST**

Witness
Sign and Print

Duly Authorized
Sign and Print

LESSOR
CITY OF PORTSMOUTH

Witness
Sign and Print

By: Karen S. Conard, City Manager

Approved by vote of the City Council on

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 15th day of August, 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
			\$18,747.27 =	
			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(l), 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 15th 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 1st 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, l, 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.

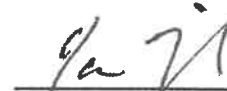
IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.



ROBERT H. PEDERSEN

Witness
Sign and Print

LESSEE
AIDS RESPONSE OF THE SEACOAST

 TAMARA LEIBOWITZ
TAMARA LEIBOWITZ
Duly Authorized
Sign and Print

LESSOR
CITY OF PORTSMOUTH
By Karen S. Conard, City Manager

 Karen S. Conard
Karen S. Conard
Duly Authorized


Witness
Sign and Print

Approved by vote of the City Council
on July 15, 2024.



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TENANT LEASE LEGEND

	SEACOAST AIDS RESPONSE
	KRIEPIEL'S
	CHILD ADVOCACY CENTER
	LUTHER ACADEMY
	REG. DEPARTMENT
	SEACOAST COMMUNITY SCHOOL
	SEACOAST OUTRIGHT

GROUND FLOOR LEASE PLAN
COMMUNITY CAMPUS

SCALE: 1" = 30'-0"
 JUNE 3, 2024

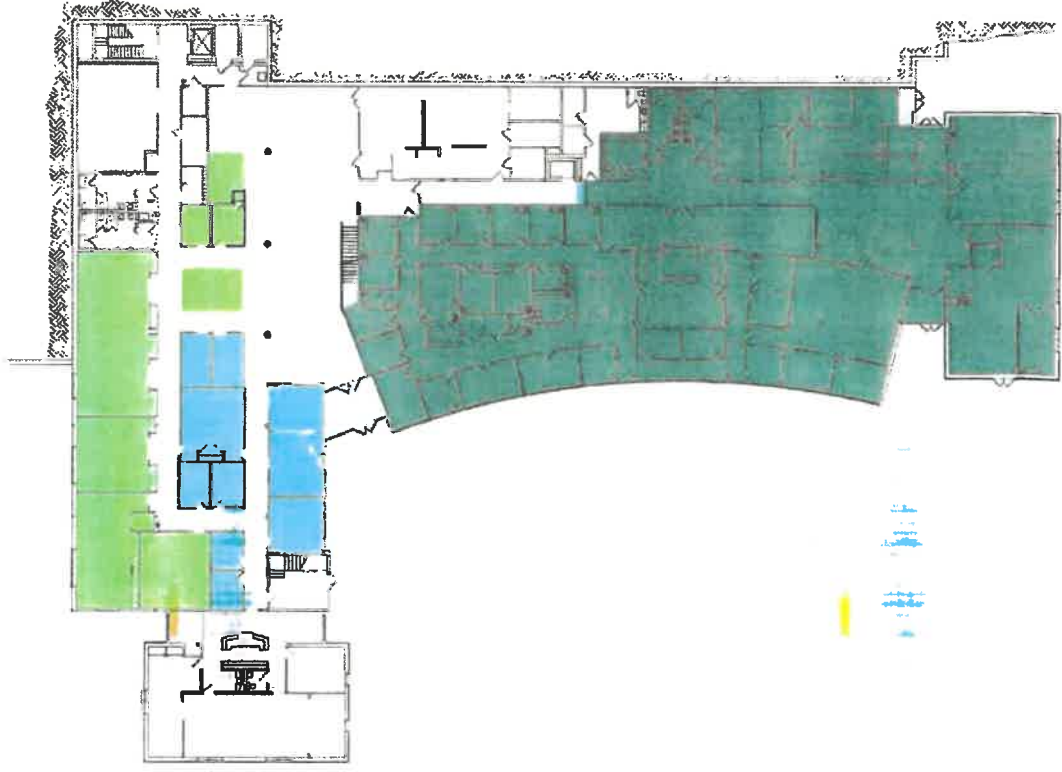


EXHIBIT B

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 3rd and 4th 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 4th 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 4th 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

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2024, by and between **SEACOAST OUTRIGHT** 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 911 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**

During the first year of this Lease term, the LESSOR will be constructing improvements to the LESSEE'S Leased Premises. The LESSEE'S square footage after construction of these improvements will be 911 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". The Leased Premises are more fully described in final stamped plans dated May 31, 2024 previously submitted to LESSEE, and in Exhibit A attached.

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, 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 December 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.

Prior Agreements between the parties have used the calendar year to define the term. For ease of administration, the parties have agreed to use the fiscal year for the term in this Agreement.

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. The rent rates for the term are more fully set forth below. The rent charges are for the above-described Leased Premises and calculated using the following components, including a 3% annual escalator. The parties have agreed to use the square footage for the improved lease space for the term of this Agreement:

Year	Component/Tier	Rate	Assessment		
			Annual	Monthly	
Dec. 2024-June 30, 2025	Square Feet 911	B*	\$13.96	\$7,418.60 7 months	\$1,059.80
FY 2026	Square Feet 911	B	\$14.38	\$13,100.18	\$1,091.68
FY 2027	Square Feet 911	B	\$14.81	\$13,491.91	\$1,124.33
FY 2028	Square Feet 911	B	\$15.25	\$13,892.80	\$1,157.73
FY 2029	Square Feet 911	B	\$15.70	\$14,302.70	\$1,191.89

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 B rate is the second 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

- v. 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 lease term, 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 by 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 15th 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 1st 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
SEACOAST OUTRIGHT

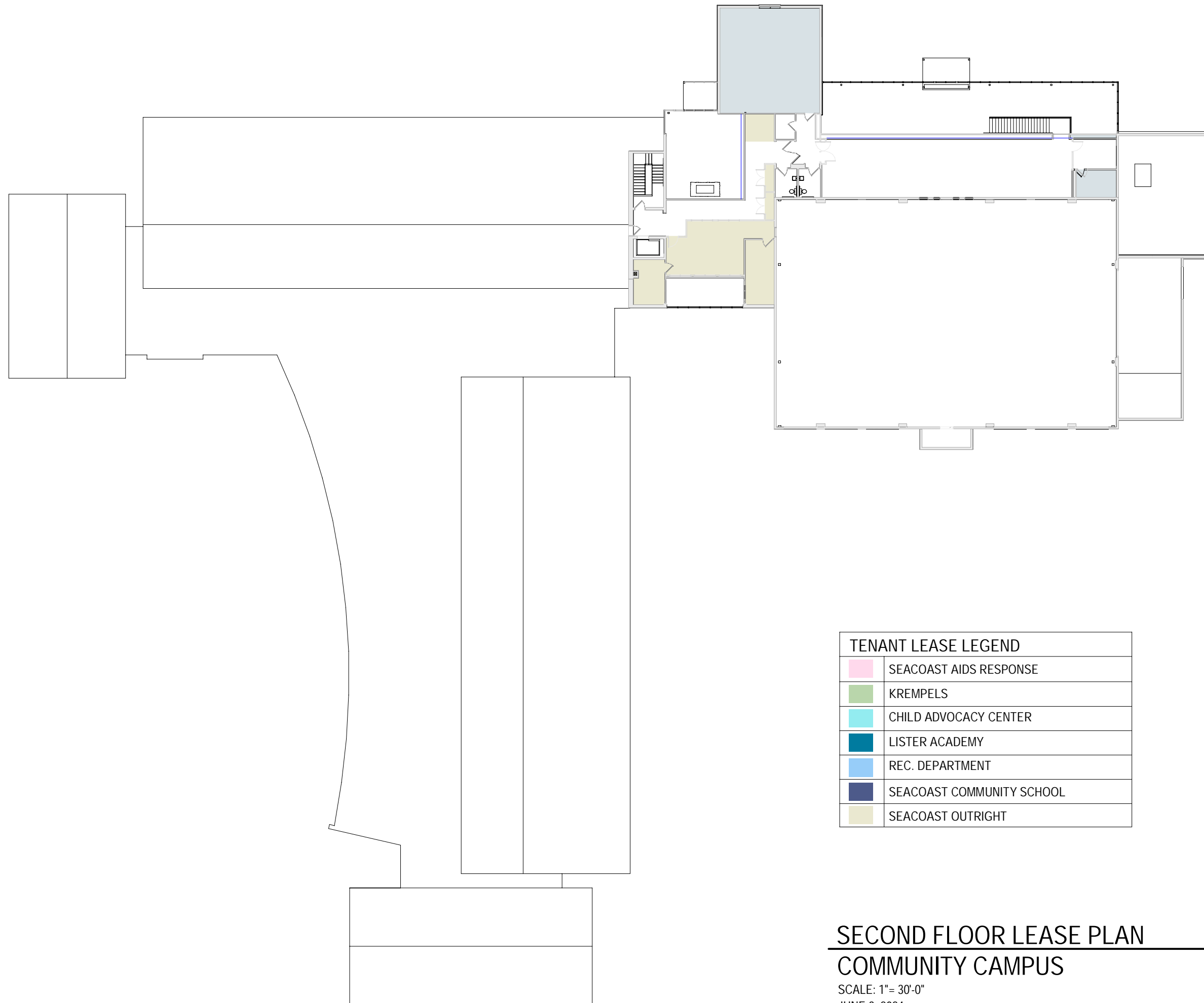
Witness
Sign and Print

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

SECOND FLOOR LEASE PLAN COMMUNITY CAMPUS

SCALE: 1" = 30'-0"
JUNE 3, 2024



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 3rd and 4th 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 4th 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.

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 - ▶ 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}
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****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 4th 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

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2024, by and between **KREMPELS CENTER** 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 2,932 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

During the first year of this Lease term, the LESSOR will be constructing improvements to the LESSEE'S Leased Premises. The LESSEE'S square footage after construction of these improvements will be 2,932 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". The Leased Premises are more fully described in final stamped plans dated May 31, 2024 previously submitted to LESSEE, and in Exhibit A attached.

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, 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 December 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.

Prior Agreements between the parties have used the calendar year to define the term. For ease of administration, the parties have agreed to use the fiscal year for the term in this Agreement.

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. The rent rates for the term are more fully set forth below. The rent charges are for the above-described Leased Premises and calculated using the following components, including a 3% annual escalator. The parties have agreed to use the square footage for the improved lease space for the term of this Agreement:

Year	Component/Tier	Rate	Assessment	
			Annual	Monthly
Dec. 2024-June 30, 2025	Square Feet 2,932	A* \$15.51	\$26,527.27 7 months	\$3,789.61
FY 2026	Square Feet 2,932	A \$15.98	\$46,853.36	\$3,904.45
FY 2027	Square Feet 2,932	A \$16.46	\$48,260.72	\$4,021.73
FY 2028	Square Feet 2,932	A \$16.95	\$49,697.40	\$4,141.45
FY 2029	Square Feet 2,932	A \$17.46	\$51,192.72	\$4,266.06

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 A rate is the highest 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 lease term, 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 by 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 15th 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 1st 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
KREMPELS CENTER

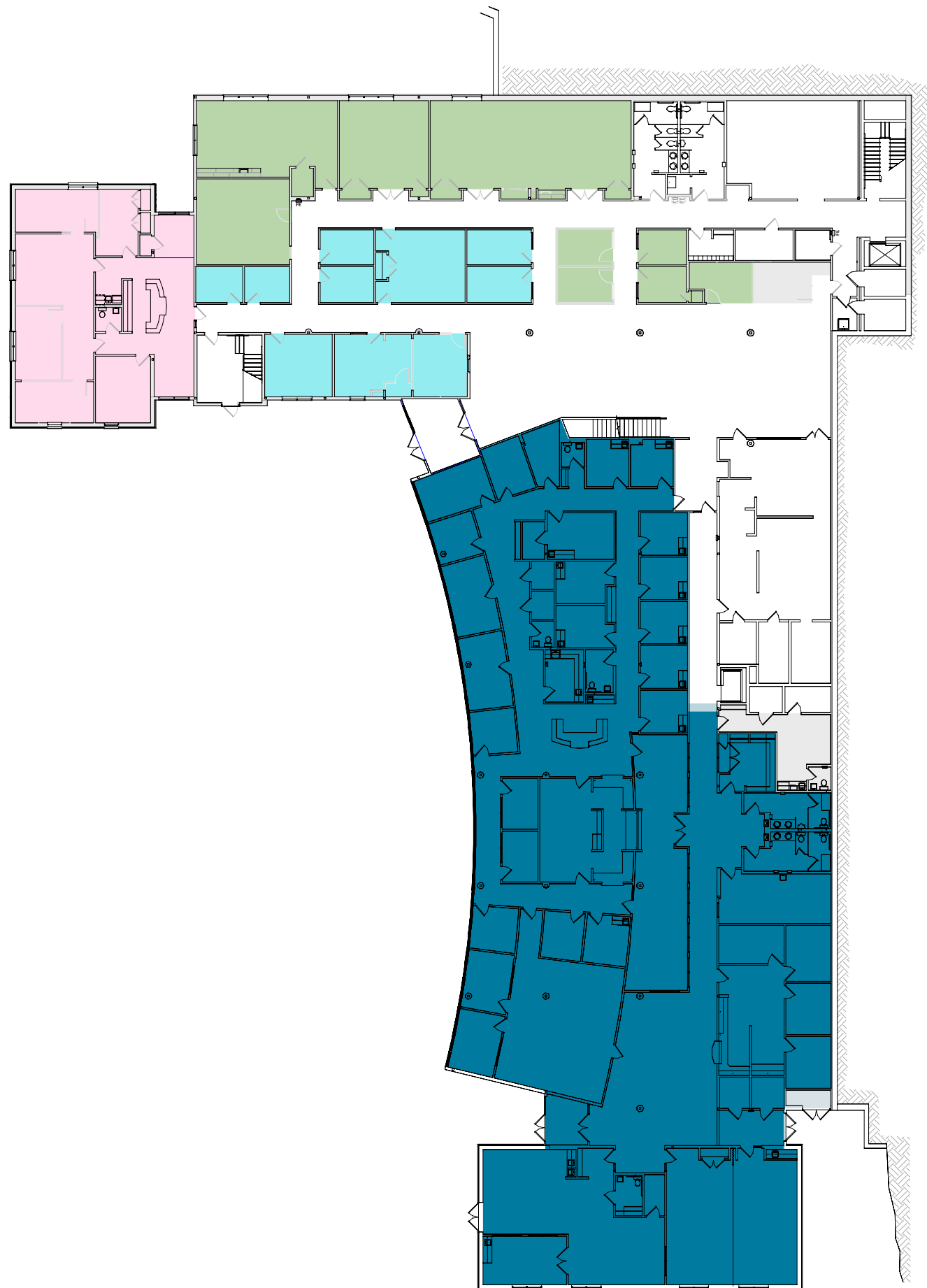
Witness
Sign and Print

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



LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2024, by and between **CHILD ADVOCACY CENTER OF ROCKINGHAM COUNTY** 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 1,625 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

During the first year of this Lease term, the LESSOR will be constructing improvements to the LESSEE'S Leased Premises. The LESSEE'S square footage after construction of these improvements will be 1.625 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". The Leased Premises are more fully described in final stamped plans dated May 31, 2024 previously submitted to LESSEE, and in Exhibit A attached.

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, 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 December 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.

Prior Agreements between the parties have used the calendar year to define the term. For ease of administration, the parties have agreed to use the fiscal year for the term in this Agreement.

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. The rent rates for the term are more fully set forth below. The rent charges are for the above-described Leased Premises and calculated using the following components, including a 3% annual escalator. The parties have agreed to use the square footage for the improved lease space for the term of this Agreement:

Year	Component/Tier	Rate	Assessment	
			Annual	Monthly
Dec. 2024-June 30, 2025	Square Feet 1,625 C*	\$12.41	\$11,763.64 7 months	\$1,680.52
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FY 2027	Square Feet 1,625 C	\$13.16	\$21,385	\$1,782.08
FY 2028	Square Feet 1,625 C	\$13.55	\$22,018.75	\$1,834.90
FY 2029	Square Feet 1,625 C	\$13.96	\$22,685	\$1,890.42

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.

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- 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;

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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.

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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.

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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 lease term, 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 by 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 15th 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 1st 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
**CHILD ADVOCACY CENTER OF
ROCKINGHAM COUNTY**

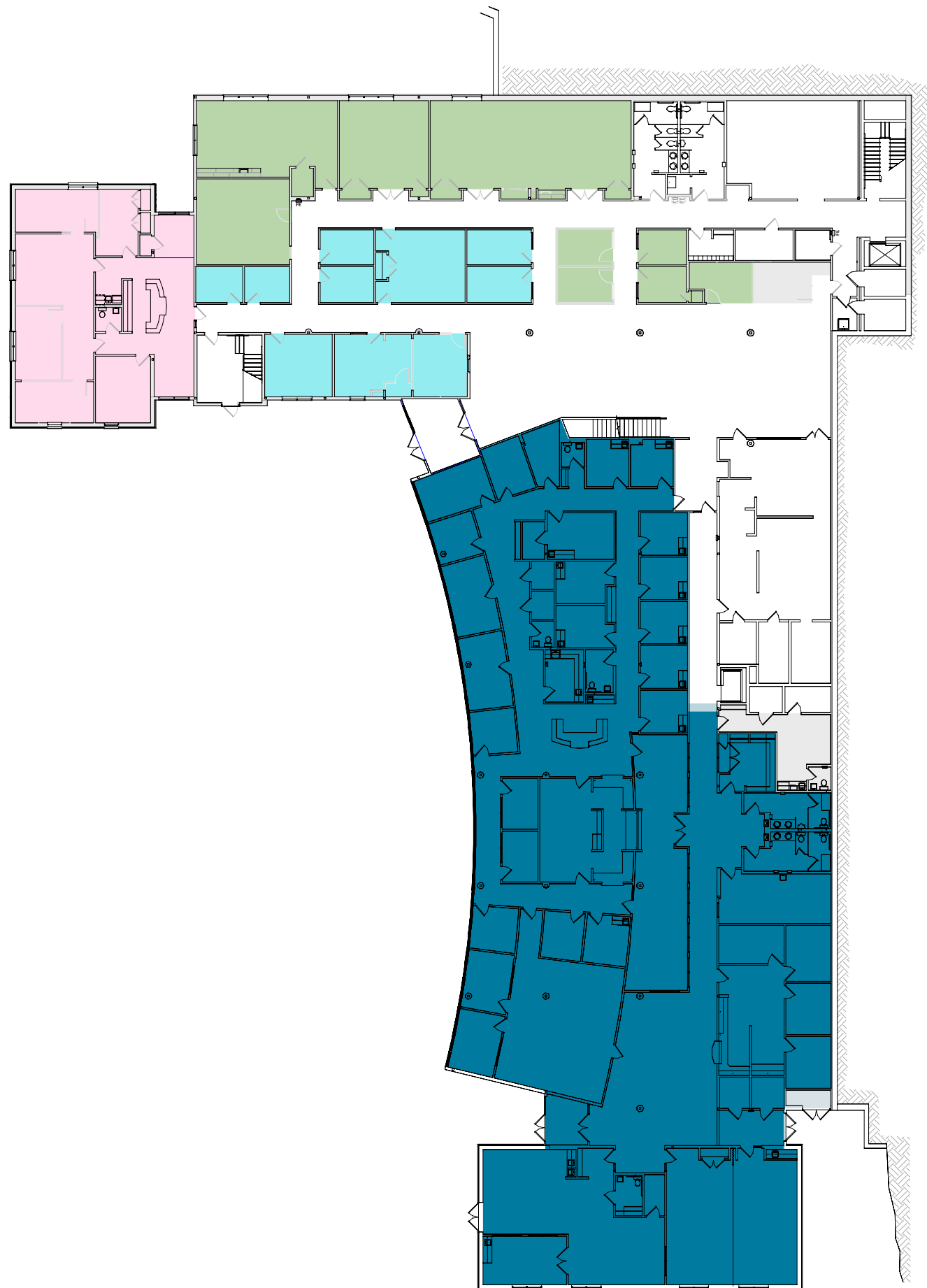
Witness
Sign and Print

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



M E M O R A N D U M

TO: Karen Conard, City Manager

FROM: Peter Britz, Planning & Sustainability Director 

DATE: October 21, 2024

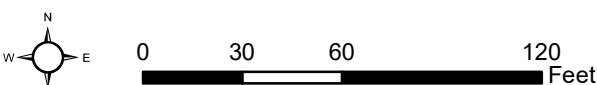
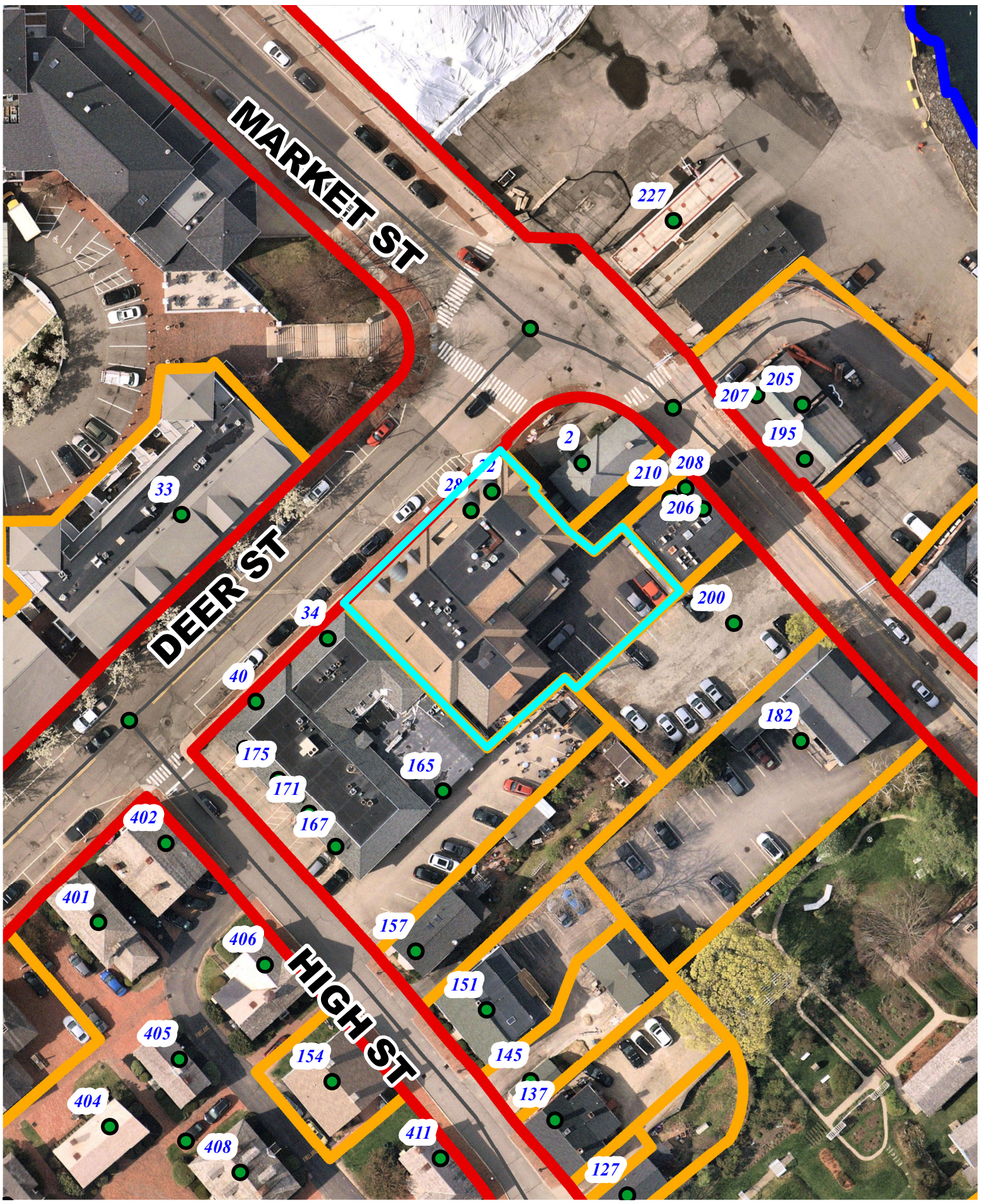
RE: City Council Referral – Projecting Sign
Address: 28 Deer Street
Business Name: N. Granese & Sons Inc
Business Owner: Bryan Granese

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

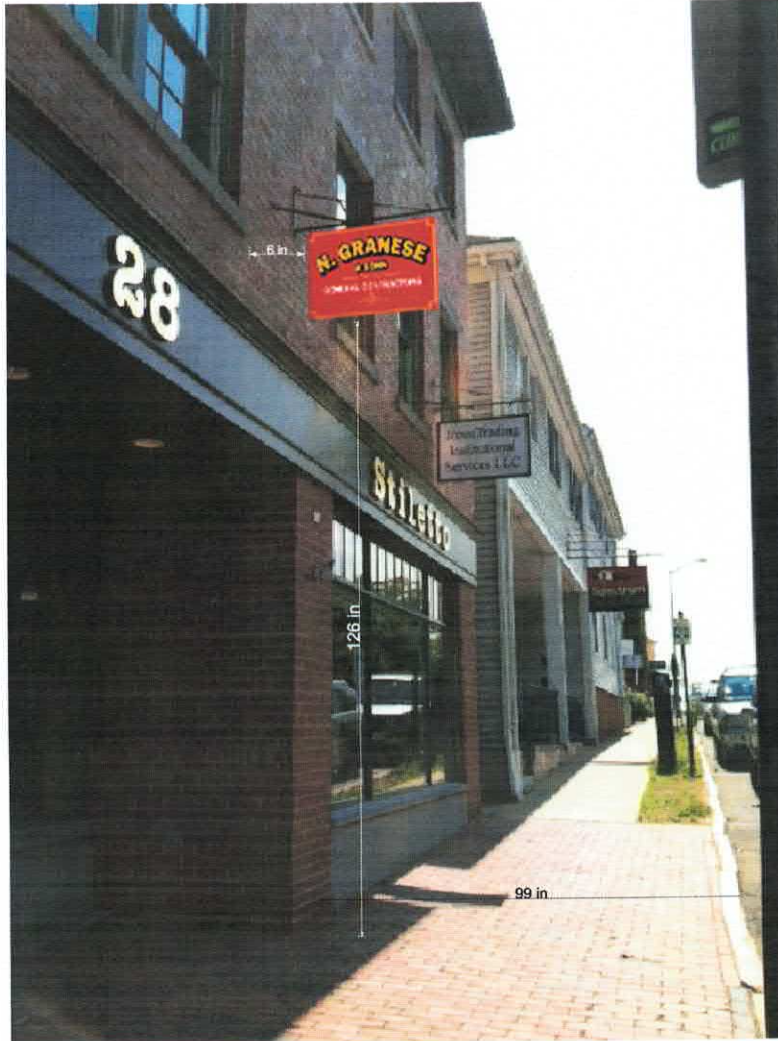
Sign dimensions: 24" x 36"
Sign area: 6 sq. ft.

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

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the 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 28 Deer Street



CUSTOMER VPC LLC
 255 DEER ST STE 101
 603 427 5560

7.5 S/F

ZONE CD4
 DISTRICT C

PROJECTING SIGN
QUANTITY: 1
SIZE: 36" x 24"
MATERIAL: 3/4" PVC
 SS or 2S: Double-sided
CONTENT: Logo
GRAPHIC/TEXT COLOR: Full color laminated print
MOUNTING: hanging from existing bracket with bottom support bracket

INSTALLATION:
LOCATION DIRECTIONS: Refer to proof
MOUNTING SURFACE: Existing bracket
INSTALL MAX. HEIGHT: 10'
REPLACING EXISTING OR NEW: New
EXISTING SIGN REMOVAL AND DISPOSAL: NA
SITE SURVEY NEEDED: Yes to confirm hook placement
PERMITS NEEDED: Yes - to be obtained by customer



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.

9/27/2024 **RETURN SIGNED TO: 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: _____

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October 17, 2024

The Honorable Mayor McEachern and City Council Members
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor McEachern and City Council Members,

Big Brothers Big Sisters of New Hampshire would like to respectfully request approval to close Pleasant Street on Saturday, September 20, 2025 from 1pm – 4pm for our 17th Annual *Stiletto Sprint*. We further request to reserve the following Sunday, September 21, 2025 for a rain date.

Our Young Philanthropists for Mentoring (YP4M) Committee is excited to begin organizing the Stiletto Sprint for 2025. The YP4M Committee is a group of young professionals who help raise financial support and awareness for our mission to provide children facing adversity with strong and enduring, professionally supported, one-to-one relationships that change their lives for the better, forever.

This year's Stiletto Sprint was very successful, raising \$70,000 for our mentoring programs and awareness of the agency. All proceeds from this event will support Big Brothers Big Sisters' efforts in the community.

Big Brothers Big Sisters of New Hampshire will work with your council as well as the fire and police departments to make this a successful and minimally disruptive event. We will require every participant to sign a release of liability waiver and our agency will carry a Certificate of Insurance for the event.

If you have any questions regarding this proposal, please contact me at mkneuer@bbbsnh.org or 603-255-8647.

We look forward to continued collaboration with the City of Portsmouth.

Sincerely,
Michaela Kneuer
Development Manager
Big Brothers Big Sisters New Hampshire

Business office: 3 Portsmouth Ave. #2 - Stratham, NH 03885

www.bbbsnh.org

Serving Central, Western, Seacoast, and Lakes Region, NH

City Council Email October 22, 2024 – November 14, 2024

First Name

Kris

Last Name

Ringman

Email

flyingowlpainting@gmail.com

Address

39 Harvey Mill Rd.

Lee, New Hampshire. 03861

Message

Dear Portsmouth City Council,

I am a mural artist in the Portsmouth area and I'd love to contribute some public murals to the city. I have just completed a mural at 191 Hill St., on the side of The Last Chance Garage which faces Rock Street Park. In doing that, I noticed that part of the wall along Foundry PI is just cement, not stonework. This section starts across the circle from Rock Street Park and extends down Foundry PI for ~60 feet or so (across the street from the large parking garage and train behind it). I would love to paint a mural in a watercolor style highlighting local wildflowers and their pollinators along this way as a way of add a burst of color and foliage to an area that's heavily developed. I noticed many people walk along this road, so it seems a perfect place to change a strip of cement over to something colorful and beautiful and educate the public a little bit about our wildflowers and pollinators.

What is the process for me to submit a proposal for this mural? Does it need to be fully self-funded, or are there some funds allotted for public art?

I am also looking for other places around Portsmouth to paint Rufus Porter themed murals, nautical landscapes, and murals honoring our local flora and fauna, so if there's a contact person who might be able to suggest other locations and would be willing to be the person I can touch base with, please let me know.

Please feel free to look at my website with my most recent projects:

flyingowlpainting.com

Thank you so much,

Kris

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Mary Lou

Last Name

McElwain

Email

ml259@comcast.net

Address

259 South Street
Portsmouth, New Hampshire. 03801

Message

To repeat what I said at last evening's Council meeting.

I read in last week's City Newsletter that a public information meeting is planned for November 7 to update the residents on the community policing facility. However, at a September Council meeting Deputy City Manager Woodland stated that a needs assessment report would not be ready for four months . The information to be given on November 7 will be incomplete. Why spend time and effort on a report that doesn't answer a basic question that several councilors and residents have been asking for many months ?Why should the residents attend an "informational meeting" that is missing an important component to a complex plan. May I I suggest/request that this meeting be postponed to a date when staff and members of the community policing working group can give us a complete report, starting with the "needs assessment".

Thank you. Mary Lou McElwain

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Mike

Last Name

Daigle

Email

mdaigle5@gmail.com

Address

77 State Street, Unit 401
Portsmouth, New Hampshire. 03801

Message

Thank you all for recognizing the very hard work of Laurie Montegari and Massimo Morgia to make Portsmouth a better place. Nice touch to recognize two really great people. Mike Daigle

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Nancy

Last Name

Pearson

Email

nespearson@gmail.com

Address

104 Lincoln Ave
Portsmouth, New Hampshire. 03801

Message

Dear Mayor and Council:

I have reached out to a few individual council members, and searched the city's dedicated webpage for the policing facility, but I cannot find the information I would like.

Can any of you communicate the budgetary give and take of funding the policing facility? For example, if you vote to bond the funds, does that mean project A, project B, and project C will be put on hold or not funded at all?

The city has a finite budget and a long to-do list. It would be helpful for me, and probably other residents, to know what projects we will give up, or at least have to wait longer for, in order to have a new policing facility.

Thank you for all you do,

Nancy Pearson

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

James

Last Name

Stewart

Email

jpstew54@comcast.com

Address

605 Lincoln Ave Unit 3
portsmouth, New Hampshire. 03801

Message

Sirs: There was a 300 year old wall on Court St. behind the property at Court and Pleasant. It was my understanding a provision of the approval of the project was that the wall would be rebuilt exactly as it stood. The reconstruction is not remotely faithful to the original. Could you look into those, please?

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Lisa

Last Name

Sullivan

Email

sullivanlg82@Gmail.com

Address

1808 Islington St
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council,

I, Lisa Sullivan, oppose the proposed Capital Improvement Project to install lights at Plains Field. Plains Field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights at the field. Adding lights at Plains Field would amplify the already existing safety and traffic challenges in the neighborhood and would significantly detract from the quality of life.

Please do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Sincerely,

Lisa Sullivan
1808 Islington St
Portsmouth, NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Holly

Last Name

Smith

Email

turtle1grn@yahoo.com

Address

27 Pearson St
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council,

I Holly Smith, oppose the proposed Capital Improvement Project to install lights at Plains Field. Plains Field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights at the field. Adding lights at Plains Field would amplify the already existing safety and traffic challenges in the neighborhood and would significantly detract from the quality of life.

Please do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Sincerely,

Holly Smith
27 Pearson St
Portsmouth, NH

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Evan

Last Name

Stover

Email

pstover1914@gmail.com

Address

75 Pearson Street
Portsmouth, New Hampshire. 03801

Message

Pearson Street is a very pleasant, idyllic quiet dead end street composed of 13 houses with two adjacent houses on Plains Avenue. It is family oriented and the neighbors know one another. However, it is plagued by lost drivers who think it leads to Portsmouth and drivers who attended an event at the playing field and must turn around. The playground park for young children is heavily used just during the day by young families. There is relatively no noise and plenty of parking.

All of the above changes when the Little League is playing games. There is the loud announcing of games. The parking lot is overflowing with cars parked on Plains Avenue at awkward angles and on Pearson Street. One has to be very careful traversing the area by auto or just walking. However, we understand the games are just during a short season during day light hours and the Little League is an excellent organization contributing to making better young people our future citizens.

However, we are against the proposed lites as they will have a negative impact on our neighborhood. Hosting

back to back night game, creating a Fall night game schedule, sponsoring other sports team on the playing area, the continuing lighting will negatively impact Pearson Street.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Janet

Last Name

McCann

Email

mccann5@comcast.net

Address

80 Pearson St
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council,

I, Janet McCann_____, oppose the proposed Capital Improvement Project to install lights at Plains Field. Plains Field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights at the field. Adding lights at Plains Field would amplify the already existing safety and traffic challenges in the neighborhood and would significantly detract from the quality of life.

Please do not include the proposed Plains Field Lights Capital Improvement Project in the Clty's future CIP Program.

Sincerely,

Janet McCann

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Michael

Last Name

McCann

Email

michael.a.mccann.civ@us.navy.mil

Address

80 Pearson St
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council,

I Michael McCann oppose the proposed Capital Improvement Project to install lights at Plains Field. Plains Field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights at the field. Adding lights at Plains Field would amplify the already existing safety and traffic challenges in the neighborhood and would significantly detract from the quality of life.

Please do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Sincerely,

Michael McCann 80 Pearson St Portsmouth NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Lauren

Last Name

Krans

Email

LCKrans@gmail.com

Address

5 Plains Avenue
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council Members,

I am writing regarding the Capital Improvement Project proposed by Portsmouth Little League to put lights on Plains Baseball Field. While I imagine many of you already understand why Plains Field is not a responsible or thoughtful location for lights, I want to ensure that these concerns are documented. I inquired with Portsmouth Little League regarding this proposal so that I could better understand why they wanted lights and how lights would be used.

I learned that lighting a little league field would help to:

- Host District, Regional and State Little League Tournaments
- Host two back to back night games during the regular season.
- Host two back to back night games during the summer season.
- Create a fall baseball season from September-November.

-Encourage use of space as a multi use sports field by other sports organizations (lacrosse, soccer, flag football etc)

This type of extended use of Plains Fields would amplify the challenges that already exist JUST during the 'regular' baseball season.

Here is a list of concerns regarding the proposal of lights at Plains Field.

1) Safety: Access for Emergency Vehicles:

-Currently, during the regular baseball season it is regrettably predictable for baseball traffic to park along Plains Avenue and Pearson Street, limiting access for larger vehicles or emergency vehicles to pass down the street.

2) Safety: Pedestrians:

-On street parking during games greatly limits sight lines and increases dangers to pedestrians.
-The constant flow of cars in and out of the parking lot during game days makes it more challenging for pedestrians utilizing the two cross walks near the park.

3) Traffic and Parking Congestion

-Plains Field and Plains Park is a "neighborhood" park, designed for low to moderate traffic and is completely surrounded by Single Residential B Zoning.
-High volume of traffic events (like the district, state and regional tournaments) bring a huge influx of car traffic into this small neighborhood.
-There is only a singular entrance into the parking lot via Plains Avenue.
-There is only a singular exit out of the parking lot, located at the end of Plains Avenue and at the start of Pearson Street.
-There are only 29 designated, lined spaces in the paved parking lot.
-Overflow parking in the dirt space behind the outfield provides additional parking, but is often overcapacity, especially during PLL special events and/or championship games.

4) Quality of Life and Light Pollution:

-Baseball Field lights are typically much stronger than other outdoor lighting. Lights at Plains Field would not be as targeted as the Skate Park Lights and would impact surrounding homes.
-There are very few areas in Portsmouth that are still relatively dark at night. Currently, our neighborhood is one of them.
-While the music, loud speaker and cheering might be charming during the regular baseball season, there is a much needed reprieve when the regular season is over.

5) Setting a Precedent:

-If lights are installed at Plains Field, there's no turning back.
-Even if the Portsmouth Little League board commits to certain parameters, youth sports boards change every few years, and there is no guarantee that future PLL Boards will obey the same agreements/expectations.

-With no lights, there is at least a natural boundary of what time and what kind of activities take place at the field.

Central Field was indicated as an alternative location for little league lights. I believe this would be a safer alternative location to explore.

We are a proud Portsmouth Little League family; my first grader played his first season last spring and my husband coached. We love Portsmouth baseball and want to see it thrive, AND we value a common sense, thoughtful approach to how our community plans its projects and growth.

Please value our neighborhood's safety and quality of life and do not support Plains Field as a location for lights on a baseball field.

Thank you for your time and consideration.

Sincerely,
Lauren Krans

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Richard

Last Name

DiPentima

Email

rdipentima@gmail.com

Address

16 Dunlin Way
Portsmouth, New Hampshire. 03801

Message

Dear council Members:

I think that your approval of the new GNOD on stretches of Portsmouth Blvd. and Commerce way has great potential if managed properly. However, I do object to the initial reasoning for approval of this zoning change. It seems that this change will soon be approved because Mr. Kane said he would "stay" his current lawsuits against the city if they approved this zoning change. This is unacceptable and borders on blackmail or bribery. At the very least, if you are going to be blackmailed or bribed into making this change, you should get much more in return and at least require that Mr. Kane permanently drop his lawsuit against the city. What is to prevent him from removing the "stay" on the suits after the Council approves the zoning change? Nothing. You need to have Mr. Kane sign an agreement that he will forever drop the current lawsuit against the city if they agree to this zoning change. Please do not let Mr. Kane take advantage of the city again. Did we not learn anything from the McIntyre experience?

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Kie

Last Name

Bynum

Email

kbynum@portsmouth-hospitality.com

Address

10 Pleasant Street suite 300
Portsmouth, New Hampshire. 03801

Message

Hearth Market, LLC
60 Penhallow Street, Suite 100
Portsmouth, NH 03801

November 4, 2024

City of Portsmouth
City Hall
1 Junkins Ave Portsmouth, NH 03801

New Hampshire State Liquor Commission
33 Hazen Dr.
Concord, NH 03305

Subject: Hearth Market Outside Beer Garden Event Proposal

Dear Sir/Madam,

I am writing to formally submit a proposal for an exciting and community-friendly event that we plan to host at Hearth Market, located at 60 Penhallow St, Portsmouth, on December 9th, 2024. This event will take place from 2:00 PM to 8:00 PM and will coincide with the annual Portsmouth Holiday Parade. Our objective is to offer a delightful experience to our residents and visitors, while fostering a festive atmosphere during this special occasion.

Event Details:

Event Date: December 9th, 2024
Location: Hearth Market Courtyard
Time: 2:00 PM - 8:00 PM

Event Description: Hearth Market intends to host an outside beer garden in the alleyways adjacent to our market, creating an inviting space for patrons to enjoy beverages, and the festivities of the Portsmouth Holiday

Parade. We are eager to collaborate with the City of Portsmouth and the New Hampshire State Liquor Commission to ensure the success of this event.

Here is an outline of our plans:

Beer and Cider Vendors: We will have a selection of beer and cider vendors who will showcase their canned beverages. All vendors will adhere to strict compliance with NH State Liquor Laws.

Security and Age Verification: For the safety of all attendees, we will have four designated entrances in the alleyway, each monitored by Hearth employees who will diligently check identification. Patrons of legal drinking age will receive a bracelet and a hand stamp, ensuring a secure environment.

Ticket System: To purchase any alcoholic beverages, attendees will be required to buy tickets for a predetermined amount. These tickets can be redeemed for a variety of canned beers, and ciders.

We have taken every step to ensure that our event is compliant with all local, state, and federal regulations, and we are dedicated to working closely with the City of Portsmouth and the New Hampshire State Liquor Commission to ensure that this event is a success. We are fully committed to safety and the responsible service of alcohol.

We kindly request your consideration and approval for this event, as it aligns with our aim to contribute to the vibrant and welcoming spirit of Portsmouth during the holiday season. We will be happy to provide any additional information, permits, or documentation required to move forward with this proposal. This event has been supported by Portsmouth City Mayor Deaglan McEachern, Portsmouth Chamber Collaborative, Sean Clancy from the City Economic and Community Development and landowner Mark McNabb.

Thank you for your time and consideration. We look forward to the opportunity to bring this event to life and celebrate the holiday season in our beloved city.

Sincerely,
Portsmouth Hospitality Team

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Jude

Last Name

Blake

Email

jude@judeblake.com

Address

18 Congress St. Ste 503, Ste 207
PORTSMOUTH, New Hampshire. 03801-6642

Message

Dear Portsmouth City Council,

As a community advocate and business leader in Portsmouth, I am writing to encourage the City to expedite the approval process for the housing projects currently before the Council, specifically the proposals to add

housing to Commerce Way and the properties where the former Bed, Bath and Beyond, and the Christmas Tree Shops were located. From a location stand point, the proposals to add housing to these properties is brilliant, and any additional density will have little impact on existing neighborhoods.

You are all critically aware that we are facing an urgent housing shortage that is impacting businesses across the city, and the slower the process moves, the harder it becomes to address this important issue. I have heard from so many business leaders that are struggling to attract and retain employees due to the lack of housing, and delays in approvals only exacerbate this problem.

The City has made significant progress in identifying the need for more housing, and now it is essential that we move swiftly to bring these projects to completion. The housing developments awaiting approval represent a valuable opportunity to address the shortage and relieve some of the pressure on our local economy. Expediting these approvals will not only benefit the businesses that rely on local talent but also ensure that Portsmouth remains a place where people can afford to live and work. Further, these properties will add tax funds to the city, and help to alleviate the burden on current residents.

I appreciate and applaud the work the City Council has done thus far in moving forward on these housing initiatives and urge you to prioritize these approvals so that we can meet the housing needs of our community as soon as possible.

Sincerely,
Jude Blake

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Richard

Last Name

DiPentima

Email

rdipentima@gmail.com

Address

16 Dunlin Way
Portsmouth, New Hampshire. 03801

Message

Dear Council:

In response to my previous message Councilor Moreau provided me with information that corrected my misunderstanding regarding this matter. I was not aware of the agreement signed by the city and Mr. Kane with regard to his ending his lawsuit. This is very good news. I also think that this agreement will be a win-win for the city and Mr. Kane by hopefully providing much needed affordable and workforce housing. However, while I completely understand and appreciate the city's desire to move past the McIntyre episode, I wish the two issues were not so closely linked. While there has not been any wrongdoing on the part of the City or Mr. Kane, I worry about the perception of possible conflicts.

Thank you for your understanding. Please take my concerns in the spirit in which they were made, concern for the reputation and best interests of our city.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Michele

Last Name

Dupras

Email

mmdupras@yahoo.com

Address

34 Bear Path Lane

Hudson, New Hampshire. 03051

Message

Good Morning,

While I am not a current resident of Portsmouth, I do spend half of my time there with my partner and I wanted to congratulate the City on the skate park that was built. I can't tell you how much joy it brings me to see folks of all ages OUTSIDE enjoying the park, socializing, and moving/exercising. What a wonderful addition to the City. Congratulations on bringing people together and keeping them active. It is so refreshing to see kids outside playing and socializing vs sitting in front of a tv or computer. I realize that the lights dim around 7/7:30 pm and would love to propose that you keep them in until 9 for the winter. I truly believe this will encourage folks to stay and safely enjoy the park even during the fall and winter weather.

Thank you.

Michele Dupras

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Brian

Last Name

Gibb

Email

bkgibb@gmail.com

Address

348 Maplewood Ave
Portsmouth, New Hampshire. 03801

Message

I'd like to once again call out City Clerk Barnaby and her staff for all the work they do and countless hours put in to ensure our elections go so well. They are carried out so well that it's easy to miss all the coordination and work required to make it such. Now that I've served as an election official and more recently, as acting clerk for Ward 1, I see all of the behind the scenes effort required. Her office does this on top of everything else on their plate. And Kelli remains calm and pleasant right down to the last hour at City Hall which is usually approaching 2AM. Please thank her for her incredible work when you have a chance. Best, Brian

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Cheryl

Last Name

Damren

Email

damren@comcast.net

Address

25 Pearson Street
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council,

We, Cheryl and Jay Damren, oppose the Capital Improvement Project to install lights at Plains Field. Plains field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights to the field. Adding lights would amplify the already existing safety, parking and traffic challenges and would negatively impact the quality of life.

We have lived in close proximity of the ball field, next to the brick school house for 33 years and have witnessed the parking issues.

Even though there are No Parking signs, people ignore them and park on the street and often even on our lawn. At times they park on both sides of the street making it difficult for residence and emergency vehicles to get through.

Another concern is the increased activity at the playground in the evenings that would accompany the games. While parents watch their kids playing ball, the siblings will be using the playground well into the evening. This will also negatively impact our quality of life.

We very much support Portsmouth Little League Program. We have 2 sons that each played four years on Plains Field. Jay coached and served on the Board of Director's during that time. However, we feel adding the

lights will have a negative impact on the neighborhood.

Please do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Sincerely,

Jay and Cheryl Damren
25 Pearson Street
Portsmouth, NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Joshua

Last Name

Richard

Email

MrJoshRichard@outlook.com

Address

26 Pearson St
Portsmouth, New Hampshire. 03801

Message

Mayor and City Council of Portsmouth NH,

I have reviewed the proposed Capital Improvement Project (CIP) to install lights at Plains Field and I respectfully oppose this plan.

Plains Field is a small neighborhood park with already limited parking and an ever-increasing traffic congestion problem. It cannot accommodate the increased activity of the traffic and parking associated with adding lights at the field, and the future endeavors of expanded seasons and increased statewide traffic. I believe that adding lights to Plains Field would amplify the existing traffic and safety hazard to Pearson St and Plains Ave and would significantly detract from the quality of life of the local residents and current park visitors.

Plains Ave is the only way into Pearson St, a dead-end street. The exit from Plains Ave and Plains Field main parking, is onto Islington St, with an almost blind view to the right. We also contend with the blocking of Plains Ave during large games, by attendees parking on the road and shoulder, despite it being a posted no-parking zone. This makes the road a single lane at times. The intersection of Plains Ave into Pearson St is impeded by attendees routinely parking under and behind the stop sign, in the road, which makes the road impassible for emergency vehicles.

Respectfully, do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Thank you kindly for your time,
Joshua Richard
26 Pearson St
Portsmouth NH, 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Dave

Last Name

Cosgrove

Email

dcosgrov@gmail.com

Address

174 Echo Ave
Portsmouth, New Hampshire. 03801

Message

Portsmouth City Council,

I hope this message finds you well. I am writing to request that the city extend the lighting of the skatepark until 9pm during the “off peak season” which would represent an additional hour of accessibility to the skatepark relative to the current “off peak” schedule. At the same time, I should point out that extending to 9pm still would result in the closure of the park an hour earlier than the “peak” season schedule in which the park closes at 10pm. I feel this is a fair compromise and hope you agree.

As a regular user of the skatepark and a concerned member of the community, I believe that keeping the lights on for a bit longer in the evenings would have a positive impact on safety, increase the overall enjoyment of the park and thereby maximizing the return on our taxpayers’ investment in this extremely successful facility.

First, extending the skatepark’s lighting hours will greatly enhance safety for riders and spectators alike. With the current, early closure time of 8pm, I have seen firsthand that riders will resort to utilizing instruments such as lamps, headlamps and car headlights to extend their sessions in an unsafe manner due to inadequate lighting.

Second, extending the lighting would maximize the usage of our skatepark. Many local residents are unable to access the park until later in the evening due to school, work and family obligations. By extending the lighting hours, we would allow these individuals to enjoy the park after their commitments, fostering a more active community. This extension of time would also ensure that our city’s investment in the park is being more fully utilized, benefiting a wide range of users.

I’d like to share a couple of real-world situations (by no means exhaustive). During recent visits to the Coureur Skateshop downtown, I spoke with two current employees whose work shifts end at 7pm. By the time they pack up their things, get to their parked car, drive to the park and gear up, they have about 15 minutes of dimly

lit time left to skate. In addition to work related situations like this, I often skate with adults who are responsible for putting their young children to bed around 7:30->8pm. As a result, they are now unable to participate in an activity they hold dear during the week. For example, one "vintage rider" group (yes, I'm old) that I personally skate with regularly doesn't even arrive at the park until 8pm - as result of the 2 hour earlier closure time, our group has temporarily disbanded.

As the riding community has already demonstrated over the last year, they are a deeply committed group that rides year round through the winter and rely on the skatepark for all of the wellness reasons that I have repeatedly outlined to you in the past. While climate change has inflicted many negative consequences, one side effect is that year-round skateboarding in New England is much milder and commonplace. In recent weeks, we experienced high temperatures well into the 60s and even 70s yet the lights were off at 8pm.

I am confident that extending the skatepark's lighting hours will improve both the safety and accessibility of this valuable community resource on which so many people rely. The skatepark has been a huge success as you all know and wanting to leverage the facility more just speaks to the community's interest in and appreciation of the resource. Thank you for considering this request as well as your years of support. I hope all of you feel the immense pride that I feel when I visit or drive by the park.

Sincerely,

Dave Cosgrove

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Jeff

Last Name

Dyer

Email

jeffreyndyer@gmail.com

Address

140 Sherburne Ave
Portsmouth, New Hampshire. 03801

Message

Hello, my name is Jeff Dyer and I am writing in regards to the new turf field and how we can make the highest and best use of the field. As the field coordinator for the Portsmouth City Soccer Club, I have a rather unique perspective and understanding to the difficulties that the field situation is presenting the city. My proposal is to not line the field for football, and instead include lines for soccer, 11v11 (full field), 9v9 (1 field on each half), and 7v7 (4 fields). As well as lacrosse and Field hockey, both sports would allow for at least 3 fields for each sport. If we are to put football lines on the field the only soccer games that can occur is 11v11, and this is actually the field size that is in least demand for soccer. If we look at last season we had 16 teams using Alumni Wentworth field, over 150 kids, and in turn the field was a dust bowl by the time we played two weeks

of games on it. not to mention we had 10 year olds practicing till 8:30 at night cause we have such a shortage of field space. And we had 90 kids across 7 teams utilizing the turf field.

When we look at the numbers the PCSC program alone. has over 430 kids registered, with an additional 300+ registered to play in the city Recreation Department. If we compare that to the 110 that are registered to play football, 30 of which are from Oyster River, I feel that giving the additional turf space to them is not making the highest and best use of such a valuable city resource. The football program is a great asset to this city and I do not want this to come off as anti football, however I think we need to take an assessment of the need in the city and there is a need for more soccer fields at the younger age groups. (4th-6th grades), field hockey and additional lacrosse space for the growing sports. I have spoken with the football program and they have stated that they do not play games at community campus and they would still be able to use the field for practice without the lines for football, as really all they need is a single line to practice with.

In summary, youth sports are a valuable part of our community and we are so thankful for the partnership that the city offers us. The addition of a 2nd turf field will greatly reduce the strain on the city fields, and allow us to expand our offerings to a greater amount of young people. Thank you for your time and consideration on this matter.

Best,
Jeff

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Trust

Last Name

Trustee

Email

58PearsonStreetTrust@gmail.com

Address

58 Pearson Street
Portsmouth, New Hampshire. 03801

Message

Dear Honorable Mayor McEachern and City Council,

We, the Trustees of 58 Pearson Street, oppose the proposed Capital Improvement Project to install lights at Plains Field. Plains Field is a neighborhood park and cannot accommodate the increased activity and traffic associated with adding lights at the field. Adding lights at Plains Field would amplify the already existing safety and traffic challenges in the neighborhood and would significantly detract from the quality of life. Existing alternatives in the city offer lower cost and more efficient opportunities to expand the Portsmouth Little League program.

We ask in the strongest possible terms that you do not include the proposed Plains Field Lights Capital Improvement Project in the City's future CIP Program.

Sincerely,

The Co-Trustees
The 58 Pearson Street Revocable Trust
58 Pearson Street
Portsmouth, NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Mary Lou

Last Name

McElwain

Email

ml259@comcast.net

Address

259! South Street
Portsmouth, New Hampshire. 03801

Message

I would like to serve on the new committee that will be studying the community policing facility.thank you. Mary Lou McElwain

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Hannah

Last Name

Burke

Email

classicbd@comcast.net

Address

161 South Street
Portsmouth, New Hampshire. 03801

Message

I remain very concerned for the residents of Portsmouth who have been subjected to outrageously high property taxes! We are now paying \$36,000.00 for the two properties we own. These properties have been in

my family for decades. We are not the profile of the part time resident, who is utilizing Portsmouth for a tax haven! There are actually still residents of this city that want to remain in their homes , but whose income is not going up to account for such an increase in taxes, and their plan is not to sell!. WHY are the two big developers not paying their share? Building more and more while there remain many existing empty spaces! We have no social services in this State and the system provides inadequate and frankly dangerous limitations for those who want to help the MANY in need in our community and within our State. Just ask the Police department or the District Court Judge or anyone in the mental health-addiction/medical field. I am so sad that the vibrant, creative, connected community that Portsmouth was, has gone by the wayside for the wealthy. Historically Portsmouth has not appreciated it's residents, restauranteurs and merchants. We all make Portsmouth what it is. I am deeply saddened that this is not being addressed and appalled that many may not be able to remain in their homes as a result of the property tax increase. AND YES, in spite of the lowered rate , many are still paying more.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

First Name

Marsha

Last Name

Heiland

Email

mmmsha@gmail.com

Address

2007 Lafayette Rd
Portsmouth, New Hampshire. 03801

Message

Good Afternoon members of the City Council and Public Advisory Committee. We are writing to you to address the dangerous and costly impact the NHDOT Lafayette Road project will have on our home and our financial future.

It has come to our attention the NHDOT will be present for a collaborative meeting with the City Council on the Portsmouth #29640 project on November 18th. It is my understanding that the NHDOT Project team will be giving a presentation followed by a Q&A and public comment period.

As a concerned homeowner of 2007 Lafayette Road, we are outraged that the public, and more specifically, the 19 homeowners that live on Lafayette Road, have not been advised of this meeting. We are the only individual homeowners who face drastic consequences due to this project.

We moved here in 2021 and we were never notified of this project until we received a flyer for the July 24, 2024 Public Information Meeting. (Imagine our surprise.) Only those in attendance were told about a survey; there was no flyer about the survey. According to the options of the survey, we stand to lose anywhere from 16 to 21.5 feet in the front of our house. Worst case, this would leave our home all of 10 feet between our front stoop and this project.

How will this project ensure that we can safely enter and exit our home on Lafayette Road? We would be forced to back out onto Route 1. How can that possibly be done safely? An overwhelming majority of the 19 residents along Lafayette Road will have this exact same predicament. We have to use the gravel shoulder to navigate our exit onto Route 1. This project makes that buffer area inaccessible and therefore greatly compromises our safety.

The City of Portsmouth has approved and encouraged large housing developments along the Route 1 corridor. This will undoubtedly have a dramatic increase in the traffic on Lafayette Road. We can't back onto Lafayette Road now from our home, and it would be suicidal to do so in the future.

Now, throw in bicyclists. We find it difficult to understand why the state and town would encourage bicyclists to navigate Route 1 instead of re-routing them safely. There are so many other safer options: Elwyn Park streets, or West Road, or simply using the new rail trail (which wasn't a consideration back in 2019). The impact to the residents living along Lafayette Road greatly exceeds the minimal number of thrill seeking Route 1 bicyclists by far.

Another point to note is that our home lies on a curve that makes it very difficult to have a clear line of sight for oncoming (northbound) traffic. This project reduces our ability to safely navigate the entrance to Route 1 even further.

We won't be able to live here safely if this project is not altered.

Not only is our safety in jeopardy, but our most valuable asset, our homes, will suffer a substantial loss in value and home equity if the majority of our front land is gone and we can't get out of our driveway. In addition, we will become isolated as there will be no ability to have visitors without a parking spot. Like so many of our neighbors, our home is a substantial part of our retirement. We moved here expecting the same financial gains from the housing market just like everyone else in Portsmouth. This project squashes our home value and livability.

Up until this point, our concerns have not been heard or addressed. It is well documented this project started with the intent of listening to the public, but it hasn't followed through on that notion.

This project started back in July 2019. Homeowners on Lafayette Road attended the first Public Information Meeting that same month and specifically asked for more insight and representation as they would be "heavily affected by the job". Thereafter, a neighborhood representative attended each PAC meeting, including the last one in December 2020.

Then everything stopped. There wasn't another meeting for 3 years. We were out of sight and out of mind.

On October 26, 2023 a Project refresh meeting was held for all of 7 people. In attendance were 2 new NHDOT project engineers and 2 new Portsmouth officials who had not heard the public comments first hand from 2019 and 2020. No residents were invited or attended.

The next PAC meeting was Feb 15th of this year. Not one resident from Lafayette Road was in attendance. Only public officials and 2 bicycle promoters were there. No one from the neighborhood was there or heard. Oddly, a quick second meeting was crammed in that very same month, PAC meeting #6. Again, not one Lafayette Road resident was in attendance. Not one neighborhood resident was there or heard. Why weren't we notified of the 2024 meetings in February?

Our first introduction of the project was at the Public Information Meeting this past July. At the July meeting we were told the project is in the "preliminary design phase". Undoubtedly, the Project will have to make adjustments and variances along the plan to accommodate for such things as historical buildings or cemeteries. I am hoping that the homeowners along Lafayette Road will also be taken into consideration and granted variances and adjustments accordingly.

This specific project started in 2019 and then not only abandoned itself, but abandoned the Lafayette Road residents. The residents of Lafayette Road have seen many changes since 2019: large apartment buildings are developing, a new and safe multi-use bicycle railtrail is nearby, fast e-bikes weren't popular back then, and scooters are more popular than ever. Yet this project wants to build a bike lane down one of the busiest streets in Portsmouth for a handful of riders all at the expense of the Lafayette homeowners. (It has to be noted that the bike lane will connect to nothing. Will it take another 20 years to connect it to another bike path? Where will technology be then?)

It simply isn't fair to push this project on the Lafayette residents when we weren't even invited to the table in 2024. There are several remedies at hand: 1) buy our property for current value and perhaps utilize it for the proposed stormwater treatment pond, 2) shift Lafayette Road to the west far enough to eliminate an impact to the Lafayette residents, 3) re-route the bicyclists to a safe and connected pathway via West Road which would benefit the Community Center, 4) re-route the cyclists through Elwyn Park streets, where most bicyclists are riding anyways, or 5) reduce the width of the bike lane, sidewalk, and utility easements so that there is no impact to the front property of Lafayette residents.

The circumstances and parameters of this project have changed in the last 5 years. We need a resolution that allows all Portsmouth residents to live safely and without fear of financial loss. We don't want to move, but our home won't be liveable if this project doesn't change.

Regards,
Marsha Heiland
Richard Muse
2007 Lafayette Rd
Portsmouth, NH 03801

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

HOEFLE, PHOENIX, GORMLEY & ROBERTS, PLLC

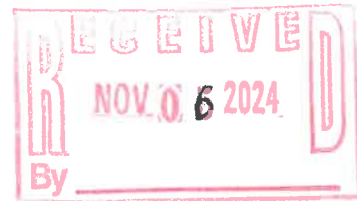
ATTORNEYS AT LAW

127 Parrott Avenue | Portsmouth, NH, 03801
Telephone: 603.436.0666 | Facsimile: 603.431.0879 | www.hpgrlaw.com

November 6, 2024

HAND DELIVERED

Kelli Barnaby, City Clerk
Peter Stith, Principal Planner
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801



RE: Request for Easement
Jonathan and Paige Trace
Joshua Wentworth House
27 Hancock Street, Portsmouth NH 03801

Dear Ms. Barnaby and Mr. Stith:

On behalf of Jonathan and Paige Trace ("Trace"), originals of this letter and exhibits are provided to each of you, requesting assistance/approval of the City Council and Planning Board respectively, for City Council execution of a minor easement requested as a result of a very slight encroachment of the Trace home into the Hancock Street public right-of-way.

EXHIBITS

1. 8/16/06 Subdivision Plan-17 Hancock St. Owner Strawberry Banke, Inc., by James Verra and Associates, Inc. Rockingham County Registry of Deeds Plan Number D-34172.
2. 7/13/06 Letter, City Attorney Robert P Sullivan to Lawrence Yerdon, President, Strawberry Banke.
3. Corrective Deed, Strawberry Banke, Inc., to Jonathan Trace and Susan Paige Trace recorded Rockingham County Registry of Deeds 11/19/08, Book 4963 Page 2254
4. Tax Card, 27 Hancock Street, Tax Map 103 Lot 100
5. City of Portsmouth, NH Ordinances, Article VI: Referrals to Planning Board, Sections 11.601, 11.602
6. Proposed Encroachment Easement Deed

The Joshua Wentworth House is a historic Portsmouth home, formerly part of "Strawberry Banke." The home was relocated to the existing lot many years ago. In or about 2006, Strawberry Banke made the decision to convey the property to private owners. In furtherance of that

DANIEL C. HOEFLE	ALEC L. MCEACHERN	PETER V. DOYLE	STEPHEN H. ROBERTS 2007-2023
R. TIMOTHY PHOENIX	KEVIN M. BAUM	MONICA F. KIESER	OF COUNSEL:
LAWRENCE B. GORMLEY	JACOB J.B. MARVELLEY	STEPHANIE J. JOHNSON	SAMUEL R. REID
R. PETER TAYLOR	GREGORY D. ROBBINS	KAREN W. OLIVER	JOHN AHLGREN

decision, the lot was surveyed as part of a subdivision plan. (**Exhibit 1**). It was then discovered that very small portions of the front corners of the home, together with the entry steps, very slightly encroach into the Hancock Street right-of-way. *Id*. The minor encroachment was brought to the attention of City Attorney Robert Sullivan, who penned the July 13, 2006 letter to Strawberry Banke President Lawrence Yerdon, acknowledging that the house had been relocated to the present site in or about 1973. Noting that the situation was a "nominal encroachment," City Attorney Sullivan advised that "this is not a situation in which it would be appropriate for the city to take any action against either Strawberry Banke or the property" and that "the Joshua Wentworth house may remain as it is currently located on its lot without interference from the city." (**Exhibit 2**)

Upon the above facts and conditions, Strawberry Banke conveyed the property to Trace in 2007. Trace is now under agreement to convey the property. Movers and alternate living arrangements are imminent. Late last week, the buyer's legal representatives raised the encroachment as a title defect, deeming Attorney Sullivan's 2006 letter insufficient to remedy the defect. The buyer's position is that remedying the defect requires an easement from the City to permanently allow the minor encroachments to remain. As such, and given the imminency of the Trace's moving and new living arrangements, swift City Council approval and execution of an easement as proposed in **Exhibit 6** is respectfully requested.

The standard procedure for municipal actions relating to easements is a referral to the Planning Board for written review and report to the City Council at least 30 days before final action is taken by the Council. (**Exhibit 5** Sec.11.602:A (1)). Following such report, the City Council typically has 60 days in which to take action. *Id* Sec. 11.602:B. The lengthy standard time frame places the Trace's imminent sale and moving efforts at risk, and the claimed title defect without resolution via an easement could place sale at any time at risk.

We believe and therefore submit that there is a path for City Council approval and execution without the standard lengthy timeframe set forth above. **Exhibit 5**, Section 11.602:C provides:

The failure to refer a matter listed herein to the planning board shall not affect the legal validity or force of any action related thereto if the planning board waives such referral.

Given: the history of this property as formerly part of Strawberry Banke; the "nominal encroachment" into the right of way which has existed since approximately 1973; Attorney Sullivan's commitment in July, 2006 that the home may remain as currently located, upon which Trace relied when purchasing the property in 2007; and the current and future potential for title defect claims absent an easement, we believe that Planning Board waiver of the requirement for review and/or compliance with Ordinance Section 11.602: A. and B. is entirely appropriate. Based upon the foregoing, we make the following request of the Planning Board and City Council in order to move this matter to conclusion as quickly as possible:

1. There is a regular City Council meeting scheduled for November 18, 2024, and a Planning Board meeting scheduled for November 21, 2024. We request inclusion on the agendas for both the City Council and Planning Board. Our proposal is to obtain City Council approval for the proposed easement on November 18, conditioned upon either waiver or recommendation by the Planning Board on November 21.

We would be happy to meet with any city representatives as deemed appropriate in advance of the foregoing.

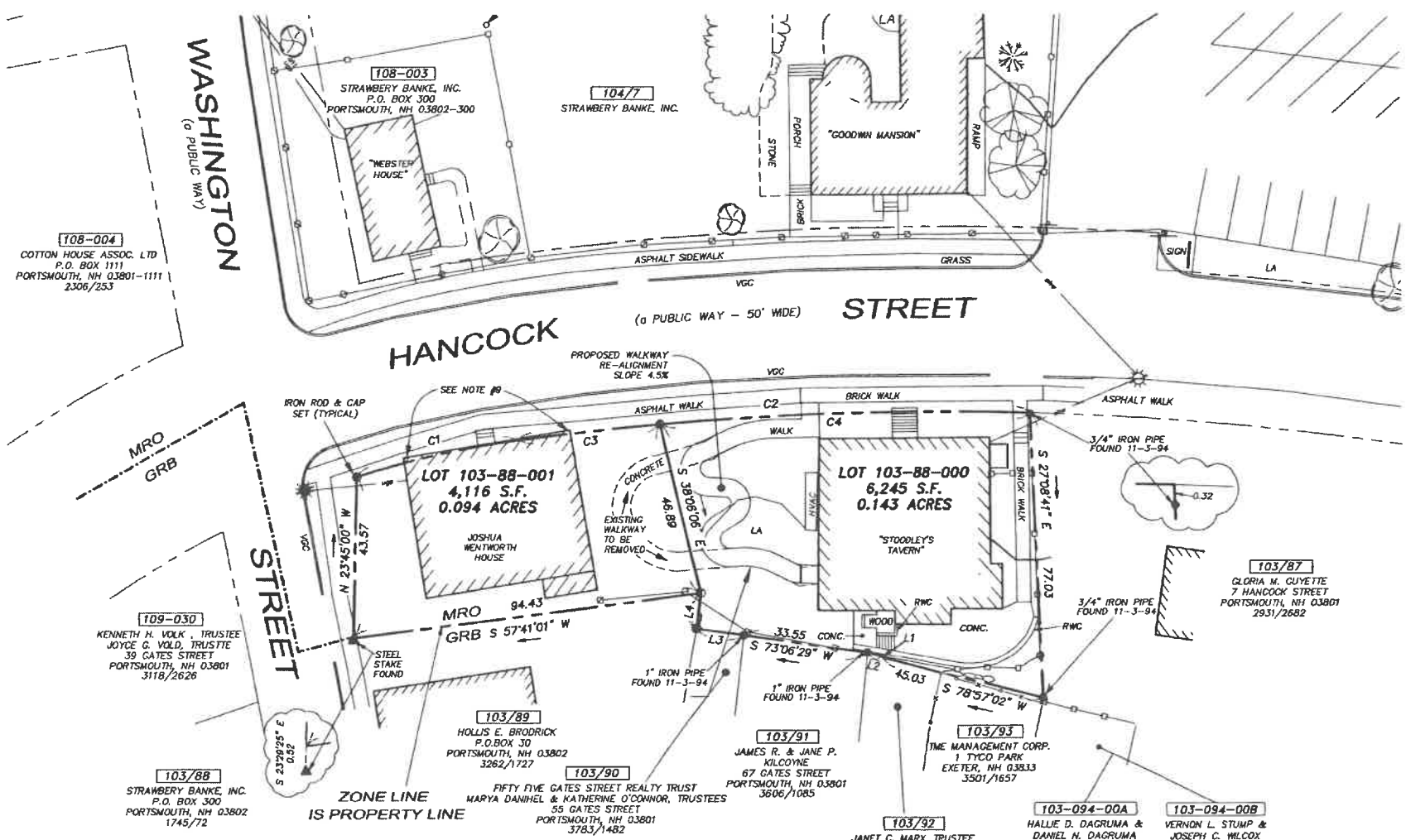
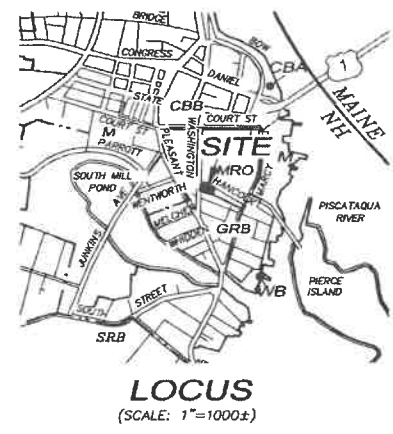
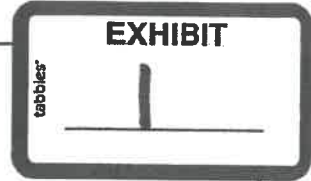
Respectfully submitted,



R. Timothy Phoenix

Enclosures

cc Clients
City Attorney
City Manager
Adam Dean
Matt Shoemaker, Esq.



NOTES:

- OWNER OF RECORD..... STRAWBERRY BANKE, INC.
MAILING ADDRESS..... P.O. BOX 300, PORTSMOUTH, NH 03802-0300
DEED REFERENCE..... 1745/72
TAX SHEET / LOT..... 103-88
TOTAL PARCEL AREA..... 10,361 S.F. OR 0.238 ACRES
- ZONED:..... MIXED RESIDENTIAL OFFICE FRONT YARD SETBACK 5'
MINIMUM LDT AREA 7,500 S.F. SIDE YARD SETBACK.....10'
FRONTAGE..... 100' REAR YARD SETBACK.....15'
OVERLAY DISTRICT: HISTORIC DISTRICT A
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE CATCH BASINS, MANHOLES, WATER GATES ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES. ALL CONTRACTORS SHOULD NOTIFY, IN WRITING, SAID AGENCIES PRIOR TO ANY EXCAVATION WORK AND CALL DIG-SAFE @ 1-888-DIG-SAFE.
- THE RELATIVE ERROR OF CLOSURE WAS LESS THAN 1 FOOT IN 15,000 FEET.
- HORIZONTAL DATUM: NAD 83 (1986) NH STATE PLANE VIA GPS OBSERVATION.
PRIMARY BENCHMARK: NHDOT DISK 379-0150.
- ELEVATION DATUM: NGVD 1929. PRIMARY BENCHMARK NHDOT DISK 379-0430 (USGS V-31-1943).
- THIS PARCEL DOES NOT LIE IN THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD) ZONE, AS SHOWN ON FLOOD INSURANCE RATE MAP, ROCKINGHAM COUNTY, NEW HAMPSHIRE, MAP 33015C0259E, EFFECTIVE DATE, MAY 17, 2005 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- ON JUNE 23, 2006, THE BOARD OF ADJUSTMENT GRANTED A VARIANCE FROM ARTICLE III, SECTION 10-303(A) TO ALLOW AN EXISTING 10,361 S.F. LOT WITH TWO BUILDINGS TO BE SUBDIVIDED WITH: a) THE JOSHUA WENTWORTH HOUSE HAVING 4,116 S.F. AND 44.5% BUILDING COVERAGE, AND b) STOODLEY'S TAVERN HAVING 6,245 S.F. WHERE 7,500 S.F. IS THE MINIMUM REQUIRED FOR EACH LOT AND 40% IS THE MAXIMUM BUILDING COVERAGE.
- SEE LETTER OF JULY 13, 2006 FROM ROBERT P. SULLIVAN, CITY ATTORNEY TO LAWRENCE YERDON, PRESIDENT OF STRAWBERRY BANKE, INC., IN WHICH HE STATES THE FOLLOWING: "PLANNING DEPARTMENT DIRECTOR DAVID HOLDEN AND I HAVE EXAMINED THE CIRCUMSTANCES SURROUNDING THE CREATION OF THE ENCROACHMENT... APPARENTLY CREATED INADVERTENTLY WHEN THAT HISTORIC BUILDING WAS RELOCATED TO ITS PRESENT SITE, 33 YEARS AGO. WE HAVE DETERMINED THAT THIS IS NOT A SITUATION IN WHICH IT WOULD BE APPROPRIATE FOR THE CITY TO TAKE ANY ACTION AGAINST EITHER STRAWBERRY BANKE OR THE PROPERTY."

REFERENCE PLANS:

- DISPOSITION MAP, PORTSMOUTH HOUSING AUTHORITY, PORTSMOUTH, NH, BY GEORGE C. BENJAMIN, C.E. REVISED JAN. 23, 1965, RCRD # 522.
- BOUNDARY PLAN FOR STRAWBERRY BANKE, INC., HANCOCK STREET, PORTSMOUTH, N.H., DATED 11/11/94, RCRD D-23909.
- PLAN OF LAND, NO. 33-35 RICHMOND STREET, PORTSMOUTH, NH, FOR TUBBAR, INC., FILE NO. 2236, PLAN NO. 4905, DATED JULY 1983 BY JOHN W. DURGIN ASSOC., INC.
- SUSAN J. WENTWORTH EST., PORTSMOUTH, N.H., FILE NO. 2236, DATED, MARCH 1940, BY JOHN W. DURGIN, C.E.
- EXISTING CONDITIONS PLAN, STRAWBERRY BANKE, PORTSMOUTH, NEW HAMPSHIRE, FOR STRAWBERRY BANKE, DATED 10/10/02, REV. 10-29-02, PLAN NO. 21496, BY JAMES VERRA AND ASSOCIATES, INC.

APPROVED FOR THE RECORD:

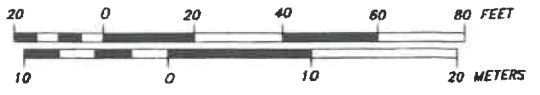
James Verra 7/3/06
CHAIRMAN PORTSMOUTH PLANNING BOARD DATE



LINE	BEARING	DISTANCE
L1	N 25°3'34" W	0.75
L2	S 73°45'35" W	4.67
L3	S 73°28'25" W	12.19
L4	N 18°08'09" W	9.66

CURVE	RADIUS	DELTA	LENGTH	CHORD	DIST
C1	250.00	107°1'39"	44.48	S 52°13'32" W	44.42
C2	850.00	9°22'12"	139.01	S 62°00'38" W	138.85
C3	850.00	2°37'46"	39.01	S 58°38'25" W	39.00
C4	850.00	6°44'26"	100.00	S 63°19'31" W	99.94

- LEGEND:
- IRON PIPE
 - IRON ROD
 - WOOD FENCE
 - x— STEEL POST & WIRE FENCE
 - ⊙ UTILITY POLE
 - ⊙ LIGHT POLE
 - ⊙ UTILITY POLE W/TRANSFORMER
 - GUY
 - OVERHEAD WIRES
 - RCRD ROCKINGHAM COUNTY REGISTRY OF DEEDS
 - VGC VERTICAL FACED GRANITE CURB
 - LA LANDSCAPED AREA



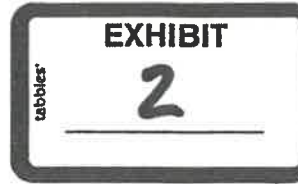
D-34172

REV. NO.	DATE	DESCRIPTION	APPR'D
SUBDIVISION PLAN 17 HANCOCK STREET ASSESSORS PARCEL NO. 103-088-000 PORTSMOUTH, NEW HAMPSHIRE Owner: STRAWBERRY BANKE, INC.			
JAMES VERRA and ASSOCIATES, INC. 101 SHATTUCK WAY, SUITE B NEWINGTON, NEW HAMPSHIRE 03801-7876 (603)436-3557		DATE: 8-16-2006 JOB NO: 21496 SCALE: 1" = 20' DWG NAME: 21496-2 PLAN NO: 21496-2 SHEET: 1 OF 1	

CITY OF PORTSMOUTH

LEGAL DEPARTMENT

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



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

July 13, 2006

Lawrence Yerdon, President
Strawbery Banke, Inc.
P.O. Box 300
Portsmouth, NH 03801

RE: Joshua Wentworth House

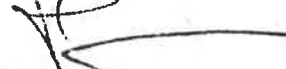
Dear Mr. Yerdon,

This will advise that the City has been made aware a nominal encroachment into the municipal right of way which exists in connection with the Joshua Wentworth House at the corner of Hancock and Washington Street (see attached exhibit).

Planning Department Director David Holden and I have examined the circumstances surrounding the creation of this situation, including the fact that the encroachment was apparently created inadvertently when that historic building was relocated to its present site, 33 years ago. We have determined that this is not a situation in which it would be appropriate for the City to take any action against either Strawbery Banke or the property.

Accordingly, please accept this letter as the City's representation that the Joshua Wentworth House may remain as it is currently located on its lot without interference from the City.

Sincerely,



Robert P. Sullivan
City Attorney

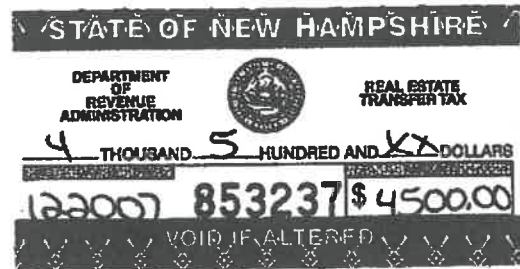
RPS/rao
enclosure

cc: David M. Holden, Planning Department Director
Lucy Tillman, Chief Planner
Peter J. Loughlin, Esq.
Rodney Rowland, Director of Special Projects, Strawbery Banke, Inc.
<http://planning.joshua.wentworth.house.encroachment.ltr>



After recording return to:

* RE-RECORDED TO INSERT THE CORRECT TENANCY OF GRANTEE, WHICH WAS OMITTED, IN ERROR, UPON THE ORIGINAL RECORDING.



BK 4963 Pg 2254

CORRECTIVE* WARRANTY DEED

JOSHUA WENTWORTH-WINEBAUM HOUSE
HANCOCK STREET
PORTSMOUTH, NEW HAMPSHIRE

STRAWBERRY BANKE, INC. (the "Grantor" or "Strawbery Banke"), a non-profit New Hampshire corporation with a principal place of business at 420 Court Street, Portsmouth, Rockingham County, State of New Hampshire 03108, for consideration paid, grants to Jonathan Trace and Susan Paige Trace, of 19 Hancock Street, Portsmouth, New Hampshire 03801 (the "Grantee"), with WARRANTY COVENANTS, the land and building located at 19 Hancock Street, Portsmouth, Rockingham County, State of New Hampshire, bounded and described as follows:
*as joint tenants with rights of survivorship.

A certain tract or parcel of land and the buildings thereon lying southerly of Hancock Street, a public way, and easterly of Washington Street, a public way, in the City of Portsmouth, County of Rockingham, State of New Hampshire, said tract being shown on plan entitled "Subdivision Plan, 17 Hancock Street, Assessor's Parcel No. 103-088-000, Portsmouth, New Hampshire, Owner: Strawberry Banke, Inc.", dated 8/16/2006, recorded at the Rockingham County Registry of Deeds on 9/22/06 as Plan D-34172, said tract being shown as Lot 103-88-001 thereon, and now designated by the City of Portsmouth Assessor's office as Lot 103-0100-0000, being more particularly bounded and described as follows:

Beginning at an iron rod set at the northeast corner of the above-described parcel at the northwest corner of other land of Strawberry Banke, Inc.;

Thence by other land of said Strawberry Banke, Inc. South 38°06'06" East, NH grid azimuth - NAD 83 (1986) 46.89 feet to an iron rod set at land of Hollis E. Broderick;

Thence by land of said Broderick South 57°41'01" West 94.43 feet to a point on the easterly sideline of Washington Street, said point bears North 23°29'25" West 0.52 feet from a steel stake found;

Thence by the sideline of said Washington Street North 23°45'00" West 43.57 feet to an iron rod set on the southerly side of said Hancock Street:

(P0178455.1)

069113

2007 DEC 20 AM 10:57

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

2008 NOV 19 PM 3:29

Re-Recording

053706

Thence by said Hancock Street on the following courses:

Easterly by the arc of a non-tangent curve, concave southerly, having a radius of 250.00 feet, an arc length of 44.48 feet, the chord of said curve bears North 52°13'32" East 44.42 feet to a point of compound curvature;

Easterly by arc of a curve, concave southerly, having a radius of 850.00 feet, an arc length of 39.01 feet to the point of beginning;

Said tract contains 4,116 square feet, more or less.

Meaning and intending to convey a portion of the premises conveyed to the Grantor by Quitclaim Deed of the Portsmouth Housing Authority recorded at the Rockingham County Registry of Deeds at Book 1745, Page 72.

The property herein conveyed is SUBJECT TO the preservation restrictions attached hereto as Exhibit I and made a part hereof (the "Preservation Restrictions") which shall run with the land, and be binding upon the Grantee, its heirs, successors and assigns. The property conveyed herein is further SUBJECT TO the following:

1. Any taxes which are not yet due and payable.
2. The state of facts as shown and noted on plan of land entitled, "Subdivision Plan 17 Hancock Street assessors Parcel No. 103-088-000 Portsmouth, New Hampshire Owner: Strawberry Banke, Inc.," prepared by James Verra and Associates, Inc., dated 8-16-2006, recorded in Rockingham County Registry of Deeds as Plan No. D-34172, including, without limitation, Notes 8 and 9 on said Plan.
3. The state of facts as shown and noted on plan of land entitled, "Portsmouth Housing Authority City of Portsmouth Rockingham County New Hampshire Project No. NH R-1 Marcy - Washington Streets Project Plan Area," dated March 1, 1959, recorded in Rockingham County Registry of Deeds as Plan #77 (herein the "Redevelopment Plan").
4. Terms and conditions, as they pertain to Parcel 5 only, of a certain "Urban Renewal Plan As The Redevelopment Plan" of the Portsmouth Housing Authority, dated August 3, 1959, recorded in Rockingham County Registry of Deeds at Book 1687, Page 033.
5. Covenants, as they pertain to Parcel 5 only, as set forth in Quitclaim Deed of Portsmouth Housing Authority to Strawberry Banke, Inc., dated September 24, 1964, recorded in Rockingham County Registry of Deeds at Book 1745, Page 072.
6. Terms, covenants and conditions, as they pertain to Parcel 5 only, as set forth in a certain Disposition Contract by and between the Portsmouth Housing Authority and Strawberry Banke, Inc., dated August 14, 1964 and recorded in Rockingham County Registry of Deeds at Book 1753, Page 200.

Executed this 19th day of December, 2007.

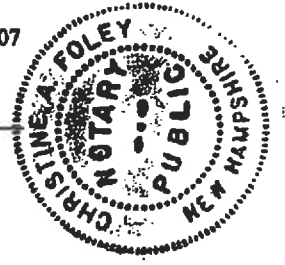
STRAWBERRY BANKE, INC.

By: Lawrence Yerdon
Name: Lawrence Yerdon
Title: President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 19 day of December, 2007
by Lawrence Yerdon, President of Strawberry Banke, Inc., on behalf of the corporation.

Christine A. Foley
Notary Public
My commission expires: 9/8/09



The undersigned Grantee does hereby acknowledge and agree to the terms of the
Preservation Restrictions attached hereto and made a part hereof.

Jonathan Trace Susan Paige Trace
Jonathan Trace Susan Paige Trace

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 19 day of December, 2007
by Jonathan Trace.

Christine A. Foley
Notary Public
My commission expires: 9/8/09



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 19 day of December, 2007
by Susan Paige Trace.

Christine A. Foley
Notary Public
My commission expires: 9/8/09



BK 4963 P6 2256

EXHIBIT I

PRESERVATION RESTRICTIONS

The premises subject to these Preservation Restrictions consists of the approximately 4,116 square feet of land on the corner of Washington Street and Hancock Street, in the City of Portsmouth, County of Rockingham, State of New Hampshire, said tract being shown on plan entitled "Subdivision Plan, 17 Hancock Street, Assessor's Parcel No. 103-088-000, Portsmouth, New Hampshire, Owner: Strawberry Banke, Inc.." dated 8/16/2006, recorded at the Rockingham County Registry of Deeds 9/22/06 as Plan D-34172, said tract being shown as Lot 103-88-001 thereon, and now designated by the Assessor's office as Lot 0103-0100-0000, and the building on the Plan labeled as the Joshua Wentworth House (the "Wentworth-Winebaum House" and sometimes referred to collectively with the land as described above as the "Premises").

STATEMENTS OF GENERAL INTENT

The following Statements of General Intent and Purpose shall apply to the Preservation Restrictions:

1. The Wentworth-Winebaum House is architecturally and historically significant, and is worthy of rehabilitation. Evidence of its construction as a small four room house is preserved, although the existing appearance and configuration of the Wentworth-Winebaum House dates to its substantial enlargement around 1770. The majority of the building's eighteenth-century interior architectural features are intact, including woodwork likely derived from the *Designs of Indigo Jones* (published by William Kent in 1727) and representing the best of Portsmouth's pre-revolutionary craftsmanship as well as some of the most significant American interpretations of English architectural fashion during the Georgian period. Originally located on Hanover Street in Portsmouth, where it was recorded by the Historic American Building Survey (HABS) in 1937, the Wentworth-Winebaum House was donated to Strawberry Banke in 1973.
2. The Wentworth-Winebaum House is an important example of eighteenth century Portsmouth, New Hampshire architecture and design. Original exterior and interior architectural and design features are preserved and shall be maintained.
3. In exercising any authority created by the Preservation Restrictions, including but not limited to review any alteration, repair, restoration, rehabilitation, maintenance, construction, or reconstruction of the Wentworth-Winebaum House or Premises, or to review casualty damage or approve reconstruction of the Wentworth-Winebaum House following casualty damage, Strawberry Bank shall apply the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation, (1995), as amended from time to time.

A. GRANTEE COVENANTS

1. The Grantee shall not, without the prior written approval of Strawberry Banke, which may be given or withheld in its sole discretion, undertake any activity which in any way alters the appearance, design, materials, workmanship or structural stability of the following architectural exterior and interior features of the Wentworth-Winebaum House:
 - a. Roof massing and profile, including dormers;
 - b. Chimneys, including any portion that is reconstructed above the roofline;
 - c. Sidewalls, including but not limited to all doors and door frames, windows and window frames, shutters, clapboards, transoms, sidelights, external lighting fixtures, cornices, moldings and all other trim elements, and any porticos, entries or steps;
 - d. Room configurations, in four north rooms and stairwell, including door locations, except that certain later partition walls may be removed with Strawberry Banke's prior review and written approval, pursuant to section 2(b) below;
 - e. Woodwork, in four north rooms and stairwell, including but not limited to doors, door frames, window frames, moldings, paneling, cornices, casings, shutters, mantels, mantelpieces, baseboards, and all staircases elements; or
 - f. Fireplaces, including but not limited to masonry masses, fireboxes, hearths and existing iron or brass fireplace accessories.
2. The Grantee shall:
 - a. Maintain, and as necessary repair, the Premises in a state of good repair, including the interior and exterior architectural features of the Wentworth-Winebaum House.
 - b. Present to Strawberry Banke, within six (6) months of the date of the Warranty Deed to which these Preservation Restrictions are a part, a comprehensive written plan and schedule describing proposed restoration, repair and renovation work to be done on the Wentworth-Winebaum House. Upon approval of such plan by Strawberry Banke in writing and within thirty (30) days of receipt of said proposed plan from Grantee, Grantee shall have two (2) years to complete those portions of the plan which Strawberry Banke has approved in writing.

3. The Grantee shall not:
- a. Permit or allow to occur, either through positive action or neglect, demolition of the Wentworth-Winebaum House.
 - b. Permit or allow to occur, the relocation of the Wentworth-Winebaum House from its present location, unless such moving is required by a taking by eminent domain.
 - c. Permit or allow the installation of any antenna on the Wentworth-Winebaum House without, in each instance the prior written approval of Strawberry Banke, which may be given or withheld in its sole discretion.
 - d. Permit or allow the installation of signs or fences on the Premises without (i) obtaining the appropriate governmental approvals, if any, and (ii) providing reasonable prior written notice of the same, describing the same in reasonable detail, to Strawberry Banke.

B. GRANTEE'S RESERVED RIGHTS

The following activities may be undertaken by the Grantee without prior notice to, or approval of, Strawberry Banke:

1. Exterior and interior painting;
2. Re-shingling roof planes using wood shingle or architectural asphalt equivalent roof coverings;
3. Installation of window-mounted air conditioners, storm windows, storm doors or window or door screens;
4. Electrical re-wiring, provided that no electrical fixtures are embedded in or attached in any manner to protected woodwork in four north rooms and stairwell.
5. Interior plastering;
6. Interior wallpapering;
7. Replacement of broken glass window lights;
8. Replacement of existing plumbing lines and plumbing fixtures;
9. Planting of trees, shrubs, grass, and annual or perennial flowers and plants, subject to section E below;

- 10. Parking of automobiles; and
- 11. Placement of lawn, garden and play equipment, clotheslines, birdhouses, and other temporary objects or artifacts

C. USE

The use of the Wentworth-Winebaum House shall be restricted to a single-family dwelling, professional offices with one (1) dwelling unit, professional offices, or a bed-and-breakfast or inn operation provided the use is permitted by local building and zoning ordinances.

D. ADDITIONAL BUILDING

Additions may be attached to the Wentworth-Winebaum House and additional ancillary buildings will be allowed on the Premises, both subject to prior design review and written approval by Strawberry Banke. Said design review shall include but not be limited to location, size, design and materials. Strawberry Banke shall review the proposal for such work, and approve, disapprove, or approve with modifications the work in writing within thirty (30) days of receipt of same. Failure of Strawberry Banke to notify Grantee of approval, disapproval, or approval with modification within thirty (30) days shall constitute approval.

E. TOPOGRAPHY; ARCHAEOLOGY

Any digging in the ground deeper than 2 feet or any removal of soil for any reason, including placing of fences, posts, or planting of shrubs or trees, or the repair of the Wentworth-Winebaum House, provided that the Preservation Restrictions shall not apply to areas previously explored archaeologically by Strawberry Banke, within the depth of the previous exploration. Requests for approval for digging or excavation shall be made to Strawberry Banke at least one week in advance, due to the possible presence of material of archaeological interest. Strawberry Banke shall arrange and pay for any archaeological work it desires in connection with any such excavation. Any artifacts discovered shall remain the property of the Grantee, however, if Strawberry Banke desires to study such artifacts, it may retain them for up to one (1) year, and if Grantee wishes to sell or otherwise convey any such artifacts, it shall give Strawberry Banke first option to accept or purchase them.

F. SUBDIVISION; LEASE

The Premises conveyed herein shall not be subdivided for conveyance or lease, or any other purpose, provided that this section shall not be deemed to prohibit the leasing of the Premises for uses permitted by the Preservation Restrictions. The definition of "to subdivide" shall include to cause any portion of the premises less than the entirety thereof to be divided, conveyed or made conveyable (including as a condominium) as a distinct parcel or unit apart from the remainder of the land, including, to submit a plan which shows the land as other than one unitary lot for the preliminary or final approval or endorsement of any governmental authority for such a division, or to cause any such plan (whether or not approved or endorsed by a governmental authority) to be filed or recorded with any land records office or registry. Any lease or occupancy agreement of the Premises or any portion thereof shall be in writing and shall include the following notice in capitalized letters: "This Lease is subject to Preservation Restrictions held by Strawberry Banke Inc., which substantially restricts construction, alteration and redecorating activities inside and outside of the Premises subject to this Lease. Any failure to comply with such restrictions may, at Landlord's sole discretion, be deemed a default under this Lease." Grantee shall provide notice to Strawberry Banke of any and all leases or all or a portion of the property.

G. INSURANCE

1. The Grantee shall carry and maintain at all times property damage insurance on the Wentworth-Winebaum House with uncapped replacement cost coverage (and in any event in an amount not less than the actual cash value of the Wentworth-Winebaum House, defined herein as replacement value less depreciation), against loss from all perils commonly covered under the broadest standard homeowner's policy form in use from time to time. If and when the use of the Premises includes permitted non-residential use, then such policy form shall be the broadest standard form for such use or uses.
2. The Grantee shall carry and maintain at all times general liability insurance with coverage against claims for personal injury, death and property damage, identifying the Wentworth-Winebaum House as the covered premises, and for not less than one million (\$1,000,000) per person per occurrence, such sum to be increased from time to time to reflect increases in the cost of living from the date hereof.
3. Grantee shall promptly provide copies of all insurance policies required by this section, and all supplements or endorsements, upon Strawberry Banke's written request.

H. CASUALTY DAMAGE

1. In the event that the Wentworth-Winebaum House suffers damage or destruction of 35% or less of said actual cash value, the proceeds of said insurance shall be used to repair or rebuild the damaged or destroyed portion of the structure in a functionally equivalent manner and in accordance with the Preservation Restrictions.
2. In the event of damage or destruction greater than 35%, but less than 75%, the Grantee in its sole discretion may use the proceeds of said insurance to repair or rebuild the damaged or destroyed portion in a functionally equivalent manner in accordance with these restrictions, with all plans subject to Strawberry Banke prior written approval or may offer the premises for sale to Strawberry Banke at fair market value as determined by appraisal, and if Strawberry Banke does not purchase the premises may sell the same to a third party subject to the Preservation Restrictions.
3. In the event of destruction equal to 75% or more of the actual cash value, the Grantee shall have all of the options listed above in sections H(1) and (2) as well as the additional option of building a new structure on the lot.
4. In the event of any destruction of the Wentworth-Winebaum House, Strawberry Banke shall have the option to acquire at fair market value any building element or architectural feature of the Wentworth-Winebaum House not used in reconstruction.

I. TAXES

The Grantee shall pay before they become overdue all state or local taxes, special assessments, water and sewer charges, and any other charges which may become liens on the Premises.

J. INDEMNIFICATION

No waiver by Strawberry Banke of any of the requirements of the Preservation Restrictions for an act of the Grantee shall affect the obligations of the Grantee to comply with the Preservation Restrictions in any other acts of the Grantee. Except for injury or damage caused by the willful or negligent acts of Strawberry Banke, its servants or agents, the Grantee shall indemnify and hold Strawberry Banke harmless from and against all claims, liability, costs, attorneys' fees, judgments or expenses resulting from actions or claims of any nature by third parties arising in connection with or out of the Preservation Restrictions.

K. ADMINISTRATION

1. Strawberry Banke shall be permitted annually, on thirty (30) days prior written notice, to inspect the Premises to ensure the Grantee's compliance with the Preservation Restrictions. During periods of repair, renovation or reconstruction, however, Strawberry Banke shall be permitted as often as is reasonably prudent, on ten (10) days notice, to inspect the Premises to ensure compliance with these Preservation Restrictions. Said inspection(s) shall be conducted during normal business hours, without undue interference with the business being conducted within the Premises, and with the Grantee agreeing to grant Strawberry Banke free access to all areas of the Premises. The failure of Strawberry Banke to exercise this right of inspection for any period of time shall under no circumstances be construed as a waiver of such right.
2. Grantee shall submit in writing at least thirty (30) days in advance of any anticipated undertaking of any work requiring the prior approval of Strawberry Banke information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. Grantee shall also submit to Strawberry Banke a timetable for the proposed activity, which is sufficient to permit Strawberry Banke to monitor such activity. Strawberry Banke shall review the proposal for work and approve, disapprove, or approve with modifications the work in writing within thirty (30) days of receipt of the Grantee's notice of proposed work. Failure of Strawberry Banke to notify Grantee of approval, disapproval, or approval with modification within thirty (30) days) shall constitute approval. Only work approved by Strawberry Banke shall be undertaken. Grantee shall not make changes or take any action subject to the approval of Strawberry Banke unless expressly authorized in writing by Strawberry Banke. In the event that the Grantee does not implement any approval granted for a period of one (1) year, such approval shall be void. Grantee may resubmit the request for approval in which event the review process as contemplated above shall begin anew.
3. Upon request by Grantee, Strawberry Banke shall within ten (10) business days, and provided Grantee has allowed Strawberry Banke an inspection, if necessary, pursuant to section K(1) above, furnish Grantee with a certification that Grantee is in compliance with the obligations of the Preservation Restrictions or that otherwise describes the status of the Preservation Restrictions to the extent of Strawberry Banke's knowledge.
4. Every notice, request, demand, consent, waiver or other communication which either party hereto may be required to give to the other party pursuant to the Premises or Preservation Restrictions shall be in writing and shall be given either by postage prepaid registered or certified U.S. mail with return receipt requested or by a national overnight delivery

service with acknowledgment of receipt required--if to Grantee, then to Grantee at the Premises, and if to Strawberry Banke then to Strawberry Banke Inc., P.O. Box 300, Portsmouth, New Hampshire 03802. Each party may change its address set forth herein by written notice to such effect to the other party. Such notice, etc., shall be deemed given as of the sooner of the date of signed receipt or the date when delivery was first attempted.

M. VIOLATION; ENFORCEMENT

In the event that a violation of the Preservation Restrictions is found, Strawberry Banke shall give Grantee written notice of such violation, establishing a reasonable time within which such violation shall be corrected. In the event that such violation is not corrected by such date, Strawberry Banke shall have the following rights and remedies:

1. Strawberry Banke may institute suit(s) to enjoin any violation of the terms of these Preservation Restrictions by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and Wentworth-Winebaum House to the condition and appearance that existed prior to the violation complained of in the suit.
2. Strawberry Banke shall also have available all legal and other equitable remedies to enforce the Grantee's obligations under the Preservation Restrictions.
3. In the event Grantee is found to have materially violated any of its obligations, Grantee shall reimburse Strawberry Banke for any costs or expenses incurred in connection with Strawberry Banke's enforcement of the terms of the Preservation Restrictions, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees. Exercise by Strawberry Banke of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

N. BINDING EFFECT; ASSIGNMENT

1. The burden of these restrictions shall run with the land and shall be binding upon all owners of any interest therein.
2. The right of enforcement of these Preservation Restrictions by Strawberry Banke shall be as provided in New Hampshire Revised Statutes Annotated Ch. 477:45-47 (1973, c.391) and as it may be amended (the "Act"). The benefit of the Preservation Restrictions and the right to enforce them shall

not be appurtenant to any parcel of land, shall be assignable by Strawberry Banke to any governmental body or any entity whose purposes include preservation of structures or sites of historical significance and if Strawberry Banke ceases to exist without having so assigned the benefit and right to enforce the Preservation Restrictions, then a qualified successor to Strawberry Banke may be named by a New Hampshire court of competent jurisdiction.

O. AMENDMENT

For purposes of furthering the preservation of the Wentworth-Winebaum House and of furthering the other purposes of the Preservation Restrictions, and of meeting changing conditions, Strawberry Banke and Grantee are free to amend jointly the terms of the Preservation Restrictions in writing without notice to any party, and such amendment shall become effective upon recording at the Registry.

P. INTREPRETATION

The following sections shall govern the effectiveness, interpretation, and duration of the Preservation Restrictions.

1. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument or the Preservation Restrictions, which shall be interpreted broadly to effect their purposes.
2. The Preservation Restrictions herein conveyed are made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of the Preservation Restrictions according to those terms, it being the intent of the parties to agree and to bind themselves, successors, administrators and assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.
3. Nothing contained in this instrument shall be interpreted to authorize or permit Grantee to violate any ordinance or regulation relating to building materials, construction methods, or use. The approval by Strawberry Banke of any action by Grantee, including without limitation, the approval of the design of any alteration or construction, shall not constitute a warranty, representation or acknowledgment that any action taken in conformity with such approval shall comply with any law, regulation, order, ordinance, code or by-law or shall be suitable for any particular

purpose, and Grantee shall be solely responsible for its own actions. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantee shall promptly notify Strawberry Banke of such conflict and shall cooperate with Strawberry Banke and the applicable governmental entity to accommodate the purposes of both the Preservation Restrictions and such ordinance or regulation.

BK 4963 PG 2266

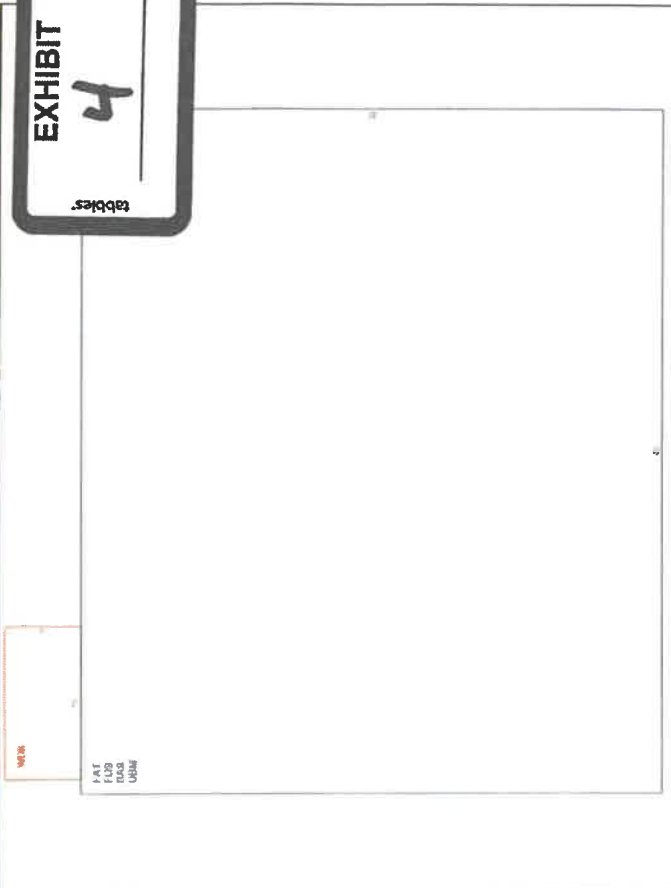
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CONSTRUCTION DETAIL		Element	Description	Cd	Description
Style:	63	Antique			
Model:	01	Residential			
Grade:	A+	A+			
Stories:	2				
Occupancy	1	Clapboard			
Exterior Wall 1	11				
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Glis/Cmp			
Interior Wall 1	03	Plastered			
Interior Wall 2					
Interior Fir 1	09	Pine/Soft Wood			
Interior Fir 2					
Heat Fuel	03	Gas			
Heat Type:	02	Warm Air			
AC Type:	03	Central			
Total Bedrooms	04	4 Bedrooms			
Total Bthrms:	3				
Total Half Baths	1				
Total Xtra Fixtrs	0				
Total Rooms:	12				
Bath Style:	1	Avg Quality			
Kitchen Style:	2	Above Avg Qual			
Kitchen Gr					
WB Fireplaces	2				
Extra Openings	0				
Metal Fireplace	0				
Extra Openings	0				
Bsmnt Garage					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond.	Cd	% Gd	Grade	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value				
BAS	First Floor	1,710	1,710	1,710	232.10	396,897				
FAT	Attic	428	1,710	428	58.09	99,340				
FUS	Upper Story, Finished	1,710	1,710	1,710	232.10	396,897				
UBM	Basement, Unfinished	0	1,710	342	46.42	79,379				
WDK	Deck, Wood	0	50	5	23.21	1,161				
Ttl Gross Liv / Lease Area		3,848	6,890	4,195		973,674				

CONSTRUCTION DETAIL (CONTINUED)		
Code	Description	Percentage
1010	SINGLE FAM MDL-01	100
		0
		0

COST / MARKET VALUATION		
Adj. Base Rate		232.10
Building Value New		973,674
Year Built		1770
Effective Year Built		2008
Depreciation Code		EX
Remodel Rating		2008
Depreciation %		11
Functional Obsol		1
Trend Factor		89
Condition		866,600
Percent Good		
RCNLD		
Dep % Ovr		
Dep Ovr Comment		
Misc Imp Ovr		
Misc Imp Ovr Comment		
Cost to Cure Ovr		
Cost to Cure Ovr Comment		



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CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT						
TRACE JONATHAN TRACE SUSAN PAIGE PO BOX 7106		1 Level	1 Public Sewer	1 Paved	2 Suburban	Description RESIDENTL RES LAND	Code 1010 1010	Appraised 866,600 370,300	Assessed 866,600 370,300	Year 2020 2020	Code 1010 1010	Assessed 866,600 370,300
PORTSMOUTH NH 03802		SUPPLEMENTAL DATA		CONDO C INLAW YI LOT SPLIT 2015 Reva JM Ex/Cr Appli		2229		PORTSMOUTH, NH		VISION		

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	QU	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)						
TRACE JONATHAN TRACE JONATHAN		4963 2254 4871 2281	11-19-2008 12-20-2007	U	I V	0 300,000	15	Year 2022	Code 1010 1010	Assessed 866,600 370,300	Year 2020 2020	Code 1010 1010	Assessed 866,600 370,300	
GIS ID 38784		Assoc Pld#		Total		1,236,900		1,236,900		Total			1,236,900	

EXEMPTIONS		Year	Code	Description	Amount	Number	Amount	Comm Int	
Total		0.00		0		300,000		15	

ASSESSING NEIGHBORHOOD		Nbhd	Nbhd Name	Batch
Total		108	B	

NOTES
 PINE WD FLRS
 06/13-ADD WDK 5X10
 WENTWORTH-WINEBAUM HOUSE AKA
 COLONEL JOSHUA WENTWORTH HOUSE
 PRESERVATION RESTRICTIONS
 SEE EXHIBIT 1 OF DEED
 04/10 - BP#09-321 @ 100%, FENCE INSTALL
 ADD CENTRAL AC, MAPLE CABS, GRAN CT.

BUILDING PERMIT RECORD		Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
09-321	3	06-18-2009	06-13-2008			7,500	04-21-2010	100		CONSTRUCT FENCE AROUND LIGHT, REBD CHI
08-272	2	06-13-2008	06-13-2008			0		100		DOORS, STEPS, R
08-272	1	06-13-2008	06-13-2008			30,000	04-17-2009	100		EXT RENOS, RERO FAMILY HOME
08-268	1	05-02-2008	05-02-2008			550,000	04-17-2009	100		INT REHAB TO SI

LAND LINE VALUATION SECTION		Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	
Total		0.00		0		300,000		15		1,236,900	

VISIT / CHANGE HISTORY		Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	
Total		0.00		0		300,000		15		1,236,900	

APPRAISED VALUE SUMMARY		Appraised Bldg. Value (Card)	Appraised XI (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
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BUILDING PERMIT RECORD		Permit Id	Issue Date	Type	Description	Amount	Insp
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ARTICLE VI: REFERRALS TO PLANNING BOARD (Added 12/21/2009)



Section 11.601: INTENT

The intent of this Article is to ensure that proposed municipal actions relating to land acquisition, disposition or use, and to the laying out, construction or discontinuance of public streets, are considered in the context of the City's comprehensive planning.

Section 11.602: REFERRAL AND REPORT

- A. The following matters shall be referred to the Planning Board in writing at least thirty (30) days before final action is taken:
 - (1) Any acquisition or disposition of municipal real property, including fee transfers, easements and licenses;
 - (2) Any plan for the construction, alteration, relocation, acceptance or discontinuance of a public way.
- B. No final action on a matter listed herein shall be taken until either the Planning Board has reported to the City Council thereon in writing or sixty (60) days have elapsed since the referral without such report.
- C. The failure to refer a matter listed herein to the Planning Board shall not affect the legal validity or force of any action related thereto if the Planning Board waives such referral.

Not an official copy



ENCROACHMENT EASEMENT DEED

The **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 ("Grantor"), for consideration paid, grants to **JONATHAN TRACE AND SUSAN PAIGE TRACE**, a married couple, of 27 Hancock Street, Portsmouth, New Hampshire 03801 ("Grantee"), as joint tenants with rights of survivorship, with *QUITCLAIM COVENANTS*, an easement for continued encroachment as more particularly set forth herein:

1. **BENEFITTED PROPERTY:** Grantee owns a certain parcel of land, with the buildings and improvements thereon, situate in Portsmouth, Rockingham County, New Hampshire, lying southerly of Hancock Street, a public way, and easterly of Washington Street, a public way, and being shown as Lot 103-88-001 ("Benefitted Property") on a plan entitled "Subdivision Plan, 17 Hancock Street, Assessors Parcel No. 103-088-000, Portsmouth, New Hampshire, Owner: Strawberry Banke, Inc.", dated 8/16/2006 and recorded with the Rockingham County Registry of Deeds on 9/22/2006 as Plan D-34172 ("Subdivision Plan").
2. **NATURE OF ENCROACHMENT:** Situated upon the Benefitted Property is a historic structure known as the Colonel Joshua Wentworth House, which was constructed in or around the year 1770 ("Encroaching Structure"). Said Encroaching Structure was relocated to the Benefitted Property in or around the year 1973, during which process, the structure was inadvertently situated upon the lot in such a way that the structure encroaches slightly upon the Hancock Street right of way. This encroachment was not discovered until 2006, when the property was subdivided. On or around July 13, 2006, a letter was issued by Portsmouth City Attorney, Robert P. Sullivan, in which he acknowledged the inadvertent encroachment and indicated that he and Planning Department Director, David Holden, determined that it would be inappropriate for the City of Portsmouth to take action against Strawberry Banke [the owner] or the property. See Note #9 on the Subdivision Plan.
3. **GRANT OF EASEMENT:** The Grantee is hereby granted a permanent and exclusive easement for the continued encroachment of the Encroaching Structure upon the Hancock Street right of way as is depicted on the Subdivision Plan. The Grantee shall have the right to maintain, repair and/or replace any portion of the Encroaching Structure, provided that the existing footprint within the easement area shall not be expanded without the prior written consent of the Grantor, which written consent shall be duly recorded with the Rockingham County Registry of Deeds.

4. **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.

EXECUTED this _____ day of November 2024.

CITY OF PORTSMOUTH

By:
Title:
Duly Authorized

STATE OF NEW HAMPSHIRE
County of Rockingham

The foregoing instrument was acknowledged before me this _____ day of November 2024, by _____, duly authorized on behalf of the City of Portsmouth in his/her/their capacity as _____.

Notary Public / Justice of the Peace
My Commission Expires:

HOEFLE, PHOENIX, GORMLEY & ROBERTS, PLLC

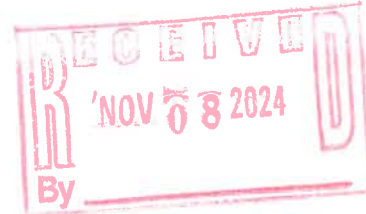
ATTORNEYS AT LAW

127 Parrott Avenue | Portsmouth, NH, 03801
Telephone: 603.436.0666 | Facsimile: 603.431.0879 | www.hpgrlaw.com

November 8, 2024

HAND DELIVERED

Kelli Barnaby, City Clerk
Peter Stith, Principal Planner
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801



RE: Request for Easement
Jonathan and Paige Trace
Joshua Wentworth House
27 Hancock Street, Portsmouth NH 03801

Dear Ms. Barnaby and Mr. Stith:

This will add Exhibit 7 to the exhibits attached to my letter dated November 6, 2024 requesting placement on November 18, 2024 City Council Agenda, and November 21, 2024 Planning Board Agenda, in turn requesting City Council approval and execution of an easement for right-of-way encroachments by Jonathan and Paige Trace, owners of 27 Hancock St., the "Joshua Wentworth House".

The self-explanatory attached letter from then-City Attorney Robert P. Sullivan simply confirms that the City's position that it would never seek to require an owner to remove the encroachments would not only protect the then owners, but all subsequent owners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'R. Timothy Phoenix'.

R. Timothy Phoenix

Enclosure

cc Clients
City Attorney
City Manager
Adam Dean
Matt Shoemaker, Esq.

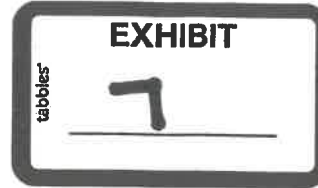
DANIEL C. HOEFLE	ALEC L. MCEACHERN	PETER V. DOYLE	STEPHEN H. ROBERTS 2007-2023
R. TIMOTHY PHOENIX	KEVIN M. BAUM	MONICA F. KIESER	OF COUNSEL:
LAWRENCE B. GORMLEY	JACOB J.B. MARVELLEY	STEPHANIE J. JOHNSON	SAMUEL R. REID
R. PETER TAYLOR	GREGORY D. ROBBINS	KAREN W. OLIVER	JOHN AHLGREN

CITY OF PORTSMOUTH

LEGAL DEPARTMENT

Robert P. Sullivan, City Attorney - 603-610-7204 (Direct Dial)
Kathleen M. Dwyer, Assistant City Attorney - 603-427-1338 (Phone-Fax)
Suzanne M. Woodland, Assistant City Attorney - 603-610-7240 (Direct Dial)
Susan Q. Boone, City Prosecutor - 603-610-7478 (Direct Dial) 603-427-1510 (Fax)

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



September 19, 2007

Rodney Rowland, Director of Special Projects
Strawbery Banke, Inc.
P O Box 300
Portsmouth NH 03801

RE: Joshua Wentworth House

Dear Rodney,

You have inquired as to whether or not the content of my letter addressed to Lawrence Yearoon of July 13, 2006 regarding the captioned (copy attached) would remain in effect for the benefit of subsequent owners of the Joshua Wentworth House

Please accept this letter as my response in the affirmative

Sincerely,

A handwritten signature in black ink, consisting of a stylized, cursive name that appears to be "Robert P. Sullivan".

Robert P. Sullivan
City Attorney

RFS/rao

enclosure

cc David M. Hoiden, Planning Department Director
Lucy Tillman, Chief Planner

re: Joshua Wentworth House re: encroachment of subsequent owners



Appledore Family Medicine

November 1, 2024

Suzanne Woodland
smwoodland@cityofportsmouth.com
603-610-7240

Ms. Woodland,

I am in receipt of an invoice addressed to Appledore Family Medicine & Pediatrics (AFM) from the Portsmouth Police Department in the amount of \$10,475.00 for dates October 2, 2023 thru March 25, 2024. I would like to ask the City Council of Portsmouth to consider discounting and/or waiving this billing. Please allow me below to explain what I know related to these alarms and what all has been done on the practice side to resolve this issue since my tenure began.

I started with AFM on April 1, 2024. I received a visit on April 11, 2024 from an Officer with the Newington Police Department and this is the first I learned of there being an issue with the alarm system. He said the Portsmouth department was pretty fed up with these calls coming in and had turned it over to Newington; however, I learned later that Portsmouth does cover the jurisdiction for our practice. After he left, I immediately begin investigating this issue and below are my findings:

I do have where a bill had been paid to the police department in December 2023 in the amount of \$475.00 for an invoice with services of Feb 3, 2023 thru July 18, 2023

On April 11, 2024, I called ADT (Now Everon) and spoke with an individual regarding this issue. The call began with the representative informing me that AFM had been a client for 17 years and thanking us for our service. I informed her that this agreement may be ending quickly if she cannot assist me with resolving this issue as I cannot have the police department visiting me related to false alarms.

She reviewed the account and advised me that the zone that keeps going off is the medical records room. I informed her that we do not have a medical records room any longer and that room is now an office for 3 individuals. She asked us to check the area to see if there could be a low battery or dust or cob webs on the device. When we checked, there was not a device in the room she referenced and this is the room that used to be the medical records room.

As discussions went on with this representative, I told her to just disconnect the service as we were getting no where and they were not helping me at all. She then told me she could disconnect the area where the false alarm was happening. I said absolutely!!!! and why haven't you all already offered to do that? There was not response to that question of course.



Appledore

MEDICAL GROUP

Appledore Family Medicine

I began asking questions related to the contract and shared that I do not have a copy of our contract in the office I had acquired and asked if I could receive a copy to my email. To date, I do not have a copy that has been forwarded to me.

I got an email confirmation when this discontinuance was made and the calls seemed to stop. This would have been in the April 2024 timeframe.

The issue seemed to be resolved for a good period of time and then the first week of July, there was another alarm that triggered. Ironically, I had unfortunately had to terminate an employee that week and the alarm going off really concerned me. I called the non-emergency Police line the next day after the alarm had gone off and a wonderful officer met me at the office on a Sunday morning and did a full walk through with me. Had I not had that employee issue that had happened, I probably would not have asked for this but just to be safe, I wanted to ensure the medical practice was secure in every way.

During this walk through, I learned that when a false alarm happens, the officer will check to see if the outer doors are locked and if so, they will leave. The officers do not enter the office space for these types of calls unless there is an unlocked door. This would explain why I would never have to meet the officers at the office and allow entrance to sweep the office.

The next business day July 8th, I called ADT again and spoke with a representative and requested that all service be deactivated. This is where I learned that ADT truly did not have a contract with AFM any longer and they had been calling the police as a courtesy. The request was put in for all activity to be deactivated and I received confirmation that was done.

Since that time, we have not had any further activity with false alarms happening and will be seeking another solution for security within the practice.

As you can see, as soon as I was made aware of this issue, I immediately sought a resolution quickly. As a medical practice with 17 providers that care for the community of Portsmouth, just as the Portsmouth Police Department does, I am asking for this billing to be waived with the understanding that this issue never be an issue again.



Appledore

MEDICAL GROUP

Appledore Family Medicine

Taking care of people is what we do everyday and we are so thankful for the Portsmouth Police Department and the care that you provider on a daily basis as well.

I ask that you consider this request.

Kind Regards,

Donna Smith, Practice Manager
Appledore Family Medicine & Pediatrics
603-957-9361



Hearth Market, LLC
60 Penhallow Street, Suite 100
Portsmouth, NH 03801

November 4, 2024

City of Portsmouth
City Hall
1 Junkins Ave Portsmouth, NH 03801

New Hampshire State Liquor Commission
33 Hazen Dr.
Concord, NH 03305

Subject: Hearth Market Outside Beer Garden Event Proposal

Dear Sir/Madam,

I am writing to formally submit a proposal for an exciting and community-friendly event that we plan to host at Hearth Market, located at 60 Penhallow St, Portsmouth, on December 7th, 2024. This event will take place from 2:00 PM to 8:00 PM and will coincide with the annual Portsmouth Holiday Parade. Our objective is to offer a delightful experience to our residents and visitors, while fostering a festive atmosphere during this special occasion.

Event Details:

Event Date: December 7th, 2024
Location: Hearth Market Courtyard
Time: 2:00 PM - 8:00 PM

Event Description: Hearth Market intends to host an outside beer garden in the alleyways adjacent to our market, creating an inviting space for patrons to enjoy beverages, and the festivities of the Portsmouth Holiday Parade. We are eager to collaborate with the City of Portsmouth and the New Hampshire State Liquor Commission to ensure the success of this event.



Here is an outline of our plans:

Beer and Cider Vendors: We will have a selection of beer and cider vendors who will showcase their canned beverages. All vendors will adhere to strict compliance with NH State Liquor Laws.

Security and Age Verification: For the safety of all attendees, we will have four designated entrances in the alleyway, each monitored by Hearth employees who will diligently check identification. Patrons of legal drinking age will receive a bracelet and a hand stamp, ensuring a secure environment.

Ticket System: To purchase any alcoholic beverages, attendees will be required to buy tickets for a predetermined amount. These tickets can be redeemed for a variety of canned beers, and ciders.

We have taken every step to ensure that our event is compliant with all local, state, and federal regulations, and we are dedicated to working closely with the City of Portsmouth and the New Hampshire State Liquor Commission to ensure that this event is a success. We are fully committed to safety and the responsible service of alcohol.

We kindly request your consideration and approval for this event, as it aligns with our aim to contribute to the vibrant and welcoming spirit of Portsmouth during the holiday season. We will be happy to provide any additional information, permits, or documentation required to move forward with this proposal. This event has been supported by Portsmouth City Mayor Deaglan McEachern, Portsmouth Chamber Collaborative, Sean Clancy from the City Economic and Community Development and landowner Mark McNabb.

Thank you for your time and consideration. We look forward to the opportunity to bring this event to life and celebrate the holiday season in our beloved city.

Sincerely,

Portsmouth Hospitality Team



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information
Please submit resume' along with this application*

Committee: Economic Development Commission **Renewing applicant**

Name: Philip Cohen Telephone: (603) 767-1395

Could you be contacted at work? YES NO If so, telephone # (603) 334-6705

Street address: 114 Crescent Way, Portsmouth, NH

Mailing address (if different): _____

Email address (for clerk's office communication): cohen.philip@gmail.com

How long have you been a resident of Portsmouth? 18 years

Occupational background:

Commercial Real Estate lender for ~ 20 years, more recently responsibilities include retail/consumer, business banking, and commercial & industrial lending for a regional financial institution.

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to continue serving: _____

Longtime advocate for commercial real estate borrowing/finance

community. Parent to two children in elementary school system, want

to continue serving to support Portsmouth's continued growth while

balancing/retaining what has always made it a desirable & unique city

OVER

Please list any organizations, groups, or other committees you are involved in:
The Housing Partnership, Treasurer, Board of Directors

United Way of Southern Maine, 2024 Campaign Cabinet

Portsmouth City Youth Soccer (U9 Girls Coach)

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Tim Wade, 1750 Elm Street, Manchester, NH (518) 860-7054

Name, address, telephone number

2) Raphael Roman, 51 Islington Street, Portsmouth, NH (603) 682-4788

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Philip C. Cohen Digitally signed by Philip C. Cohen
Date: 2024.10.28 08:45:01 -04'00' Date: 10/27/2024

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: _____

Annual Number of Meetings: _____ Number of Meetings Absent: _____

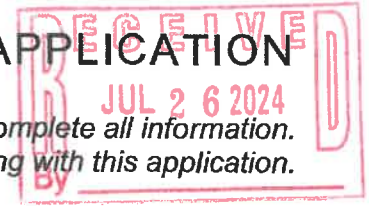
Date of Original Appointment: _____

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION



Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: Board of Library Trustees Initial applicant

Name: Ethan Underhill Telephone: 603.494.3553

Could you be contacted at work? YES NO If so, telephone# _____

Street address: 55 Ocean Road, Unit 17, Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): ethan.underhill93@gmail.com

How long have you been a resident of Portsmouth? _____ Since 10/23/23 (9 months as of date of submission)

Occupational background:

Human capital management consultant and trainer, focused on equipping leaders and organizations with influence, negotiation, and change management skills. People manager of entry-level consulting associates. Experienced non profit board member.

Please list experience you have in respect to this Board/Commission:

9 years of business development, revolving around market research; customer identification, outreach, engagement, commitment management, and long-term relationship management. 9 years of non profit board experience. 5 years of civic health programming experience. Parent of newborn and burgeoning local reader!

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: The library can expand its award-winning service to our growing community with alternative revenue streams I would like to help build. Many institutions and individuals in and around Portsmouth are eager to support our library's abilities to host external speakers, provide shuttles to and from Parrot Ave, and launch initiatives to make Portsmouth an even healthier place to live. I would be honored to help the library achieve all this and more.
Please list any organizations, groups, or other committees you are involved in:

Portsmouth Listens (participant); Urban Rural Action (NH Director, 2020; Comms Officer, 2021-present); Vineyard Sound A Cappella (Board Member, 2015-2024)

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Kathleen Bergeron, 199 Wibird St, Portsmouth, 603.502.7803
Name, address, telephone number

2) Brian Murphy, 334 Lincoln Ave, Portsmouth, 603.319.8199
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: July 25, 2024

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

Committee: Parking and Traffic Safety Initial applicant

Name: Jane Mitchell-Pate Telephone: 925-890-6022

Could you be contacted at work? YES NO If so, telephone# 925-890-6022

Street address: 175 Hillside Drive, Portsmouth, NH

Mailing address (if different): _____

Email address (for clerk's office communication): jane.mitchell29@gmail.com

How long have you been a resident of Portsmouth? ~5 years

Occupational background:

Project Manager: I have previously worked professionally as an account manager and people manager. I currently, and for the last 3 years, have been a project manager for a duals (Medicare/Medicaid) Boston-based, health plan.

Please list experience you have in respect to this Board/Commission:

I have attended Parking and Traffic Safety Committee meetings as a resident to learn how to request the city's help in addressing safety issues for our neighborhood and supporting a sidewalk construction project (Greenleaf Ave Sidewalk TSM-25-PW-63). I have been interested not only in our neighborhood's issues, but the other issues the committee addresses, including the survey results presented last year related to tourist and local resident parking / access to downtown area.

•
Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: _____
Eric Eby provided time commitment estimate involved with the role. I want to serve on this committee because I am interested in improving safety as we continue to improve our city. I also want to support this group in maintaining the balance between supplying options to both tourists and residents for accessing all the wonderful parts of our city, including downtown. As a home-owner and resident, I am invested in preserving the safety and historic charm of Portsmouth as we continue to improve as we move into the future.

Please list any organizations, groups, or other committees you are involved in:
None

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)
1) Lisa Hebert; 183 Hillside Drive, Portsmouth; 603-570-8383
Name, address, telephone number
2) Steph Polidoro; 630 Washington Rd, Rye; 603-520-7103
Name, address, telephone number

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 09.04.24

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes _____ No
Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801
6/27/2012

Jane Mitchell-Pate

(925) 890-6022 | Portsmouth, NH | jane.mitchell29@gmail.com

PROFESSIONAL EXPERIENCE

Commonwealth Care Alliance (CCA)

Boston, MA

Enterprise Senior Project Manager | Remote

July 2023 – Present

- Currently managing \$1.2M member preference center IT solution project in collaboration with compliance, operations, and customer experience colleagues to meet and exceed industry standards for Member engagement
- Plan, direct, and execute complex, enterprise-wide projects by developing project plans, managing resources, and coordinating cross-functional teams with internal and external subject matter experts (SMEs)
- Develop executive reports and lead steering committees to align leaders on project strategy and risk escalation/mitigation as part of stakeholder management
- Leverage communication, organization, collaboration, and leadership skills to achieve deliverables and return on investment while maintaining timeline, scope, and budget with agile project management methodologies
- Lead enterprise-wide implementation of Culturally and Linguistically Appropriate Services (CLAS) Standards including budget management, policy development, and documenting short-term changes and long-range plans

Enterprise Project Manager | Hybrid

April 2021 – June 2023

- Coordinated cross-functional teams from planning through design, development, and go-live for enterprise-level projects, including change, budget, and risk management
- Partnered with Clinical Operations to stand up a new clinical unit of physician assistants and nurse practitioners to increase access to care and improve experience
- Implemented solution with IT and integrated into the ecosystem of financial, clinical, and operational systems

Gerson Lehrman Group (GLG)

Boston, MA

Team Leader for Client Solutions, Healthcare | Remote (Boston, MA)

July 2019 – April 2021

- Managed and trained a 10-person team of research managers and associates through project management
- Guided, motivated, and supported 2 direct reports through promotion to research manager in client service
- Served as client relationship manager and portfolio owner of 15 investment firm clients totaling \$20 million in annual contracts, by hosting client meetings and promoting client engagement for project work
- Drove growth of revenue for client account portfolio by 24% in 2020 by delivering excellent client service and leveraging internal cross-functional teams to facilitate client connections to healthcare and pharma/biotech industry experts

Client Solutions Research Manager, Healthcare | Onsite (Austin, TX)

January 2019 – July 2019

- Served as consultant, client relationship manager, and project manager for public equity clients needing research deliverables in the healthcare, pharmaceutical, and biotech industries

Senior Research Associate, Healthcare | Onsite (Austin, TX)

April 2018 – January 2019

- Conducted topic research, coordinated with healthcare experts, designed engagement plans, and managed project workflow processes for custom client projects demonstrating critical thinking, organizational, and communication skills

Junior Research Associate, Healthcare | Onsite (Austin, TX)

September 2017 – April 2018

- Executed outreach, recruitment, and onboarding for healthcare-specific industry experts (ex: physicians, academic researchers, executives at pharma/biotech companies, former health plans, etc.)

EDUCATION

Hofstra University

Hempstead, New York

Bachelor of Science in Health Science with minors in Biochemistry, Neuroscience & Community Health

- **Honors:** Graduated *Summa Cum Laude* from Hofstra University in May 2017
- **Relevant Courses:** Organic Chemistry (with lab), Epidemiology, Cell Biology, and Health Care Systems and Services

SKILLS & COMPETENCIES

Project Management	Growth Mindset
Strategic Planning & Cross-Functional Coordination	Strategic / Critical Thinking
Process Optimization	Resource Allocation and Budget Management



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

Committee: Sustainability Committee Initial applicant

Name: Colleen Spear Telephone: 603-502-1379

Could you be contacted at work? YES NO If so, telephone# 603-502-1379

Street address: 49 Mt. Vernon St. Portsmouth NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): colleen_spear@yahoo.com

How long have you been a resident of Portsmouth? 24 years

Occupational background:

I am a sustainability consultant assisting businesses that want to balance people, planet, and profit. I hold a bachelor's of science in business and sustainability.

Please list experience you have in respect to this Board/Commission:

As a sustainability consultant, I have the academic and professional experience to navigate sustainability issues and address challenges like climate change, resilience, and justice. I served on various committees, including the Paul DEI while a student at UNH. I am the head of the artist committee for the New Hampshire Theatre Project and am involved in the local theater nonprofit community as well as the local and international sustainable business community, including positions on the Measure What Matters committee of NHBSR and the Programming Committee for the International Society of Sustainability Professionals.

 OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: _____

I am passionate about sustainability. Though my work focuses on the business side of issues, I know that government action is crucial to creating just, future-fit societies. I firmly believe in the importance of civic engagement and wish to assist in Portsmouth's transition to a city prepared for climate change and other sustainability issues.

Please list any organizations, groups, or other committees you are involved in:
Measure What Matters - NBHSR; Artist Committe - NHTP; Programming Committee - ISSP; Sustainability Professionals Network.

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Sean Robinson, work address - 959 Islington St #3, Portsmouth, NH 03801, 202-415-9265
Name, address, telephone number

2) Zeina Eyecoz, home address - 2 Sutherland Way Nashua, NH 03062, 978-973-8083
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Colleen Spear Date: 11/12/2024

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes^{yes} No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: Sustainability Initial applicant

Name: Maxson Ward Telephone: 6038284747

Could you be contacted at work? YES NO If so, telephone# _____

Street address: 18 Hillcrest Drive, Apt 3, Portsmouth NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): maxgbward@gmail.com

How long have you been a resident of Portsmouth? 1991-2013, 2020-Present

Occupational background:

Portsmouth Public Works Summer Help (NH) 2011-2013;
Publicity Research, Media Max (Los Angeles, CA) - 10/2015-9/2017;
After School Educator & Subsitute Teacher, Bernard Zell Day School
(Chicago, IL) - 9/2017-12/2019; Customer Success Associate, Gutermann
Inc (Newmarket, NH) - 12/2019-Present;
Assistant Registrar (Portsmouth NH Ward 3) - 2022-Pres

Please list experience you have in respect to this Board/Commission:

Portsmouth Public Works, Highway Division and Water/Sewer Division Summer Help;
Gutermann Inc. leak detection demonstrations, equipment training videos,
case study creation to document non-revenue water loss deductions achieved with
Gutermann leak detection equipment;
Assistant Registrar for Portsmouth NH Ward 3



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: _____

Looking to get more involved with local politics and policy. I have greatly enjoyed being a part of the democratic process here in Nh for the past couple of years. Not only has it been meaningful and rewarding work, but I have felt at home in the environment of like-minded, motivated people. So, I am looking for a way to dive deeper into local/state goverment, and make a bigger difference.

Please list any organizations, groups, or other committees you are involved in:
As mentioned, Asst. Registrar. Currently in the process of joining the Young NH Dems, Communications committee (or any).

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Cameron Keyes, 22 Shearwater St. Durham, NH 03824, (603) 320-9166
Name, address, telephone number

2) Jeremy Robbins, 19 Wentworth Terrace, Dover NH 03820, (603) 205-1288
Name, address, telephone number

*Bob Santulli, 18 Nixon Park Portsmouth
(603) 320-4857*

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 11/7/2024

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

Committee: Trees and Public Greenery Committee Initial applicant

Name: Scott McDermott Telephone: 603-531-8001

Could you be contacted at work? YES NO If so, telephone# 603-531-8001

Street address: 120 Thornton Street Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): scott@mcdermottlandscapedesign.com

How long have you been a resident of Portsmouth? 8 years

Occupational background:

I have been a professional landscaper for about fifteen years. I started out working for a landscape maintenance company in CT, and then for five years I worked as a head gardener for several private estates in East Hampton, NY. Currently, I operate my own landscape design business called McDermott Landscape Design, based in Portsmouth NH.

Please list experience you have in respect to this Board/Commission:

I was previously an ISA certified arborist (since lapsed), and I studied horticulture at the New York Botanical Garden. I am a member of the APLD (Association of Professional Landscape Designers), and I have been planting and caring for trees in various settings for the past fifteen years.

 OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: _____

I have a strong interest in trees and I realize the importance of proper selection, planting, and care when it comes to "street trees". Portsmouth has an impressive tree planting and tree care program, and I would love to contribute to these efforts.

Please list any organizations, groups, or other committees you are involved in:

Professional Member, APLD (Association of Profesional Landscape Designers)

Please list two character references not related to you or city staff members:
(*Portsmouth references preferred*)

1) Paul Simbliaris, 10 Pollock Dr. Rye, NH, 781-858-0081

Name, address, telephone number

2) Sara Sellmann, 179 Jones Ave. Portsmouth, NH, 603-828-2947

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature: _____ Date: 9/20/24

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

SCOTT MCDERMOTT
120 Thornton Street, Portsmouth, NH 03801
603-531-8001
scott@mcdermottlandscapedesign.com

AFFILIATIONS:

APLD, Association of Professional Landscape Designers

· Professional Member

2018 - Present

EDUCATION

New York Botanical Garden

· Horticulture Program, Ornamental Garden Design

Bronx, NY

2010- 2012

Pitzer College

· Bachelor of Arts, Environmental Studies

Claremont, CA

2004- 2008

WORK EXPERIENCE

McDermott Landscape Design

Owner and Landscape Designer

Portsmouth, NH

January 2017 - Present

-Founded a landscape design and installation company with a focus on residential gardens and sound horticultural practices

-Currently designing and installing a myriad of customized gardens for residents on the Seacoast

-Winner of the Bronze award in the residential design category from the Association of Professional Landscape Designers in 2023

-Winner of the 2023 Outdoor Design award from New Hampshire Home Magazine

Private Estate

Estate Manager and Head Gardener

East Hampton, NY

Mar. 2014 – Nov. 2016

-Managed the day-to-day operation of a four-acre estate residence for a private family

-Maintained and managed the daily care of a formal garden designed by an award-winning English garden designer

-Implemented plant health care programs for specimen trees, shrubs, extensive perennial flowerbeds, a vegetable garden, and lawns

-Oversaw all outside vendors and services as well as household budget/cost control

-Managed all household systems including HVAC, Audio/Visual, Security, Pool, Cinema

-Oversaw maintenance and care for cars and landscape equipment

-Responsible for bookkeeping and careful recordkeeping at the residence

Bridge Gardens

Gardener/Horticulturist

Bridgehampton, NY

June 2013 – Mar. 2014

-Carried out daily maintenance of a five-acre public botanical garden

-Managed the upkeep of a vegetable garden, rose garden, herb garden, topiaries, as well as formal and rare specimen plantings. Maintained lawns and facilities at the garden.

Private Estate

Head Gardener

East Hampton, NY

Mar. 2012 – Mar. 2013

- Managed a three-acre oceanfront garden, intensively landscaped with a combination of formal and naturalistic plantings
- Supervised assistant gardener
- Designed 50 + annual flowerpots, and a cutting garden
- Maintained a one-and-a-half-acre wildflower meadow
- Maintained a vegetable/herb garden
- Designed weekly floral arrangements for use in the house

Jessica Livingston Landscape Co.

Foreman/Gardener

Greenwich, CT

2009-2011

- Led a crew of three workers in daily landscape maintenance tasks
- Implemented plant health care programs for perennial flower gardens, shrubs, and trees
- Managed fifteen residential properties
- Carried out billing, wages, and bookkeeping tasks for company

LANGUAGE

Proficient in Spanish, verbal and written

COMPUTER SKILLS

CAD, Microsoft Word, Microsoft Excel, Microsoft PowerPoint

Please list any organizations, groups, or other committees you are involved in:

Citizens for Voter Education

Portsmouth Babe Ruth League

Friends of Prescott Park

Please list two character references not related to you or city staff members:

(Portsmouth references preferred)

1) Tom Watson, 200 New Castle Avenue, Portsmouth, NH 603-770-6100

Name, address, telephone number

2) Karen Whelan, 100 Gates Street, Portsmouth, NH 603-205-5059

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 11/12/24

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: _____

Annual Number of Meetings: _____ Number of Meetings Absent: _____

Date of Original Appointment: _____

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

Beth Smollon Margeson, Esq.
24 Marcy Street
Portsmouth, New Hampshire 03801
(201) 424-7874

LEGAL EXPERIENCE

Department of Health and Human Services, Division for Children, Youth and Families,
Nashua and Portsmouth, New Hampshire 9/23 - Present
Attorney II 8/18 – 4/22

Bring RSA 169-C Abuse/Neglect cases, including drafting and reviewing pleadings, on behalf of DCYF in Portsmouth, Hampton, Dover, Brentwood and Candia Family Courts. Handle RSA 170-B Termination of Parental Rights cases and represent DCYF in private custody and Guardianship matters for which the courts have joined DCYF as a party.

Department of Health and Human Services, Division for Children, Youth and Families,
Concord, New Hampshire 4/22 – 9/23

Chief of Legal, Regulatory and Legislative Affairs

Served as general counsel and administered and coordinated legal, legislative and policy activities for DCYF. Supervised the Juvenile Justice Legal Supervisor, Central Registry and Policy Units.

Springer Law Office, PLLC, Portsmouth, New Hampshire 4/14 - 7/18

Contract Attorney

General civil litigation and land use practice. As an independent contractor, handled duties of an Associate including counsel to manufactured housing parks and all associated legal matters - prosecuted eviction cases in District Court, conducted public sale of homes, board matters, refinancing, HUD complaints and requests for reasonable accommodations. Assisted with land use matters, including preparing applications for review by land use boards (site plan review, planning board, zoning board of adjustment) and researching land use ordinances of various towns and cities in Seacoast area. Provided general civil litigation support to senior partner by researching and writing legal memoranda and drafting pleadings for submission to District and Superior Courts.

State of New Jersey

Department of Environmental Protection, Trenton, New Jersey 4/03 - 4/04

Attorney, Office of Legal Affairs

Drafted and reviewed environmental regulations for safe drinking water, wetlands, wastewater management, and land use programs. Reviewed Deputy Attorney General opinions on 3rd party challenges to permit approvals.

Office of Legislative Services, Trenton, New Jersey 9/96 - 9/98

Deputy Counsel

Committee Aide, Assembly Commerce, Tourism, Gaming and Military and Veterans' Affairs Committee

Commission Aide, New Jersey Commemorative Coin Design Commission

Researched and wrote legislation, legal opinions, research memoranda and fiscal notes on casino, civil service, election, health care benefits, military and veterans' affairs and pension matters. As a committee aide, performed substantive and technical review of pending bills and briefed legislators, lobbyists and constituents.

The Law Offices of Jo-Anne Herina Jeffreys, Esq., Hoboken, New Jersey 5/96 - 7/96
Contract Attorney
Researched and drafted motions and briefs in breach of contract case heard in federal district court. Made court appearances for firm.

NFL Properties Inc., New York, New York 5/95 - 1/96
Legal Assistant
Researched and wrote memoranda of law in support of NFL Properties' lawsuit against the Dallas Cowboys. Facilitated the production of discovery documents. Assisted Trademark Protection Manager with trademark filings, searches, protection and enforcement for the then-30 Member Clubs of the NFL and Super Bowl XXX.

New Jersey Attorney General's Office, Newark, New Jersey 1/95 - 5/95
Law Clerk, Consumer Affairs Division
Researched and wrote memoranda of law on Right to Know Law, Federal and State Civil RICO Statutes, Stock Broker Licensing Regulations and Charity Registration for Senior Deputy Attorney General.

Other Experience

Office of Management and Budget, Trenton, New Jersey 8/99 - 1/03
Budget Analyst, Budget Operations
Planned and prepared the Department of Environmental Protection section of the State's principal budget documents, including the Executive Budget proposal and Budget in Brief, the Governor's Budget Message to the Legislature, and the Appropriations Handbook (the budget law as enacted). Provided briefing materials about the budget to legislative committees. Conducted analytical review of agency staffing and made recommendations for funding programs. Conducted program evaluation of State's watershed program. Analyzed proposed legislation to determine budget and program impact.

The National Center on Addiction and Substance Abuse at Columbia University, New York, New York 10/98 - 8/99
Research Associate, Policy Research and Analysis Division
Conducted policy research, analysis and recommendations for a national commission studying Substance Abuse and Sports and Impact of Substance Abuse on Criminal Justice System and Prisoners. Responsibilities included data collection, literature reviews and preparing a draft report.

EDUCATION

Rutgers University School of Law, Newark, New Jersey
Juris Doctor, October 1995

Douglass College-Rutgers University, New Brunswick, New Jersey
Bachelor of Arts, History, May 1988

Motion: That the city explore the feasibility, built through contractors, of a large-scale solar array at the Jones Avenue Landfill to offset municipal utility costs and substantially reduce carbon emissions.

The city's Climate Action Plan already has an action step to create rooftop and/or "a large solar array" to power municipal buildings. (*Portsmouth's Climate Future, RE-6*). At nine acres, the Jones Avenue site could host an array generating 1-2 megawatts, which could reduce carbon by 790-1,580 metric tons a year or nearly 20% of municipal greenhouse gas emissions. But it requires changes in city policy and financial, regulatory and technical decisions.

Solar arrays are being installed on top of landfills in several New Hampshire towns as long term investments that offset municipal cost and carbon.

- Exeter is constructing a 1.77 megawatt installation on top of a landfill next to their sewer plant. It has the capacity to offset 92% of the town's municipal load, "turning a liability into an asset." The project is self-funding through utility savings and will be owned by the town. After paying off a bond issue, the project's net metering utility savings will average \$325,000 a year.
- Hampton is pursuing a 2.2 megawatt array on the town's landfill.
<https://www.seacoastonline.com/story/news/local/2024/10/03/hampton-nh-eyes-solar-array-capped-landfill-transfer-station-revision-energy/75477391007/>
- Bow is negotiating a 2.27 megawatt landfill project with a solar developer. The town has leveraged the landfill opportunity to get the developer to build and maintain rooftop solar on municipal buildings with net metering benefits for the town.

Jones Avenue is a former incinerator site from the 1960s. It consists of nine acres of capped landfill that is fenced off with no public access. It is regularly monitored. But staff review indicates that if put into use, DES may require the landfill to be "brought up to modern standards."

A solar array would require a change in city policy. A 2015 Mayor's Blue Ribbon Committee examined uses for the Sagamore Creek headlands area. They recommended against solar panels in favor of passive recreation (walking trails) on the grassy top of the landfill. But after nine years, NH DES still prohibits public access and no authorization for trails has been obtained.

(<https://files.cityofportsmouth.com/sagamorecreek/FinalReport-SagamoreCreekLand11-18-2015.pdf>)

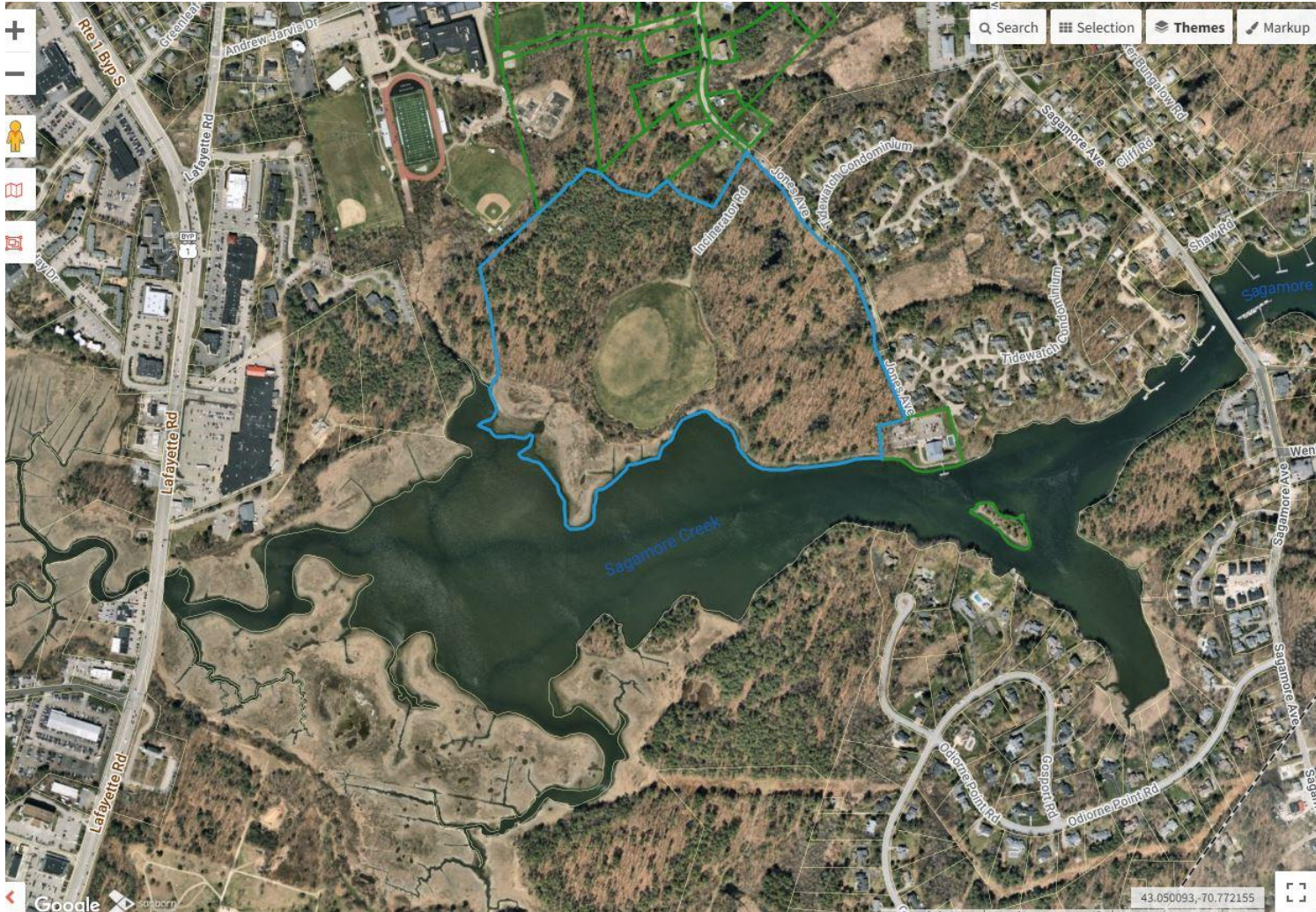
A feasibility analysis could also determine whether recreational use and solar could co-exist.

If the council desires to change policy, it would need to know potential benefits. Hence it makes sense to find out what is feasible on the site. Feasibility includes

1. Regulatory feasibility – could the city or its contractors obtain permits for a solar use that rests safely on top of the landfill cap? Would additional modifications be required?
2. Technical feasibility – where and how would electricity enter the grid? Could it be "behind the meter" at Portsmouth High School? The surplus generated could be used for net metering savings for the city. If that's not feasible, could the solar array sell the power to Eversource and get an offsetting reduction in city utility bills (some towns are seeing 50-75% savings in these arrangements).
3. Financial feasibility – how would the installation be funded and could it create positive cash flow for the city over time as it is doing in other communities?
4. Community support – does the community want the change from the (unused) recreation designation to solar, or a shared use? What public input process would be required?

- Councilors Tabor, Cook and Denton, 11/18/24

Jones Avenue Landfill



- Approximately 9 acres
- Potentially the largest possible solar site in the city

Solar array would require a change in policy



- 2015 Blue Ribbon Committee examined uses for Sagamore headlands
- Recommended against solar panels in favor of passive recreation/trails
- Committee envisioned trails on the grassy top of the landfill
- DES subsequently closed off public access
- Could both uses co-exist?
- Could require upgrades
- <https://files.cityofportsmouth.com/sagamorecreek/FinalReport-SagamoreCreekLand11-18-2015.pdf>

Similar use case



Exeter 1.77 MW solar array uses rock ballast sitting on top of landfill to safely generate equivalent of 92% of the town's electric load.

RE-5 Actively promote offshore wind, tidal, and hydropower interconnection through the Piscataqua River into existing electric infrastructure in Newington/Portsmouth to improve the renewable energy mix in the ISO-NE grid.

Type: Mitigation	Focus: Community	GHG Benefits: Not Estimated
Champion: Planning and Sustainability	Time to Complete: Ongoing	Master Plan Alignment: Goal 5.4
Approximate Cost: <\$100k	Potential Payback: Project Economic Value/Community Benefits Agreement (Community and Local Government)	

RE-6 Plan, design, and build solar arrays with battery storage of sufficient generating capacity to power municipal buildings. Solar panels could be distributed across building roofs and parking lots or aggregated into one site. The Public Undeveloped Land Assessment lists several sites that may be suitable. Loans and grants are available to support municipal renewable energy development (e.g., NH Community Development Finance Authority [CDFA] Clean Energy Fund), as are ownership and financing options (e.g., power purchase agreements [PPAs]).

Type: Mitigation	Focus: Local Government	GHG Benefits: Medium
Champion: Public Works	Time to Complete: 10 Years	Master Plan Alignment: Goals 5.4 and 5.5
Approximate Cost: >\$5m	Potential Payback: Energy Cost Savings (Local Government)	

RE-7 Track the City's renewable electricity supply, produced and/or procured, and supplement as needed with certified REC purchases to ensure that 100 percent of the City's electricity consumption is covered by renewable energy projects. Renewable Energy Credits (RECs) generated from solar and wind facilities located in Northern New England should be favored over those from outside the region.

Type: Mitigation	Focus: Local Government	GHG Benefits: Medium
Champion: City Manager	Time to Complete: 10 Years	Master Plan Alignment: Goal 5.4
Approximate Cost: \$100k to \$500k	Potential Payback: None	

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What Every New Hampshire Town & City Needs to Know About Solar Energy Today

By Phil Coupe, Co-founder, Revision Energy

The information contained in this article is not intended as legal advice and may no longer be accurate due to changes in the law. Consult NHMA's legal services or your municipal attorney.



Solar has become the renewable energy of choice for municipalities throughout northern New England because it is now cost-competitive with fossil fuels and has zero carbon emissions. Since 1975 the cost of solar technology has dropped by 99%, creating the opportunity for New Hampshire towns and cities to derive a strong economic and environmental return on a solar investment while meeting citizens' urgent calls to reduce carbon pollution.

But is there truly enough sunshine at our latitude to justify a solar investment? In fact, much of New Hampshire is at the same latitude as Monaco on the French Riviera, one of the sunniest vacation destinations in Europe.

New Hampshire

Town and City

Magazine -

May/June 2020

Community Choice Aggregation (CCA) Empowers Municipalities to Take Control of their Community's Energy Costs

Community Leaders Join Together to Develop Community Power New Hampshire

Moving Toward a More Democratized Electric System

Improving the Resiliency of New Hampshire's Buildings

It may surprise folks to learn that a solar array in New Hampshire will generate roughly the same amount of clean, renewable solar electricity per year as an array in Houston, TX. This is due to New Hampshire's relatively sunny latitude, and to the fact that solar panels are much more efficient at lower temperatures. Annually, New Hampshire gets 33% more sunshine than Germany, a world leader in solar adoption that is situated at a more northerly latitude.

Zero up front cost is one of the strongest drivers of solar adoption by towns and cities, enabled by the common financial approach known as a 'Power Purchase Agreement', or PPA. Instead of directly purchasing a solar array, municipalities are partnering with local, mission-driven impact investors (like the New Hampshire Community Loan Fund) who finance the construction of the solar project, after which the city or town simply agrees to purchase the solar electricity at a rate below what the utility charges for brown power from the grid.

For the first five years of the Power Purchase Agreement, the solar array is owned by the investors on behalf of the municipality during what is called the 'tax recapture period.' Since the investors benefited from the 26% federal tax credit for solar, and the accelerated depreciation benefit, the solar array cannot be sold at a deep discount to the municipality until the five years have elapsed to avoid clawback of the federal tax incentives. Starting in Year 6, the municipality has the option to purchase the solar array from the investors at roughly 60% of the initial construction cost, or to simply keep buying the clean solar electricity at a rate that is indexed to local utility rates with the goal of keeping solar power costs lower than grid power.

Readers can learn more about this approach here: <https://impact.revisionenergy.com/>

Modern, reliable solar technology comes with a 25-year warranty and an expected useful lifespan of 40+ years, making it possible for municipalities to save hundreds of thousands of dollars on energy costs over the multi-decade operational life of an array. Because the local NH solar resource is measurable and predictable, solar developers can accurately model the savings from a solar array and provide municipalities with transparent financial proformas before making the decision to enter into a typical 20-year PPA (with buyout options starting in Year 6).

What Every New Hampshire Town & City Needs to Know About Solar Energy Today

NHMA's Government Finance Director, Barbara Reid, to Retire in June!

LEGAL Q&A: Using Revolving Funds for Municipal Group Net Metering

HR REPORT: Proposed "Card Check" Union Election Bills – Historical Context for an Old Proposal

NHARPC CORNER: Rail Trail Planning in New Hampshire Enhancing Transportation, Recreation, Economies, and Health

TECH INSIGHTS: Is Your IT Ready to Support Remote Work?

Narrative and Background: Model Solar Zoning Ordinance for New Hampshire



Introduction

Many New Hampshire communities are considering land use regulations for solar arrays. The expansion of solar power development has been a rapid and promising answer to a number of energy issues. Distributed solar systems provide clean energy and promote local jobs for installation. As part of the greater energy system (the grid) they can be a keystone for resiliency goals by forming the foundation of micro-grids. Solar energy can provide an inflation resistant long term source of electricity, particularly in conjunction with the rapidly expanding options for electricity storage. Innovations in regulation allow for municipalities, neighbors, and other parties to invest in solar energy through group net metering even if the array is not located on the site of the participant. Finally, commercial scale solar systems may provide additional benefits such as tax revenue and technological development to host communities.

The market, technological and regulatory advances as well as the steep decline in costs means an acceleration in development of these facilities. Given the legitimate questions of host communities, this Model Solar Zoning Ordinance provides municipal leaders with a framework to consider the land use impacts of solar development in conjunction with other community goals to help develop a coherent strategy for regulating solar land uses. As a relatively new technology, there are many questions and concerns and it is

critical to insure that regulations for solar installations are balanced against a municipality's legitimate concerns and adhere to statutory requirements. A community that fails to educate itself and overreacts out of fear or a lack of knowledge, may unnecessarily limit taking advantage of the opportunities in this expanding energy field.

This Model document builds on existing work in the state of New Hampshire. The effort herein provides a framework for communities to permit and regulate a wide range of systems to complete the picture for regulating solar in NH. The approach for the Model provides basic education about the scale of arrays and suggests a step-by-step approach to developing reasonable ordinances and regulations based on traditional regulatory methods.

Solar Siting Policy at the Municipal Level

Concerns about solar installations are generally related to natural resource and visual impacts. Accordingly, we have presented an approach to zoning that is unique to these solar specific concerns. This approach is based on NH law and meant to be part of a comprehensive community policy regarding solar.

There are benefits for allowing solar installations in your community. All systems are part of a comprehensive state and national policy to provide clean domestic energy to support lower emissions and local economic development. Small residential systems provide citizens with energy independence and cost savings. Permissive siting regulations are part of a greater community commitment to environmental and economic development objectives.

Tax agreements allowed under NH law allowing for payments in lieu of taxation ("PILOTs") may be part of larger systems installations. For these systems, the benefit to cost calculation clearly falls on the side of substantial benefits to the community - there are very few impacts on municipal services, as there is no need for water, sewer, minimal risk of emergency response, etc.

As communities continue to explore resilience planning and emergency management, the role of renewable energy and micro-grids cannot be understated. Initial site planning may not be able to accommodate micro-grid development, but large arrays are the basic foundation for future opportunities to provide long-term stable electricity to the community. Having larger arrays present in the community can lay the ground work for the development of a power supply for critical municipal infrastructure in the future. The Stafford Hill project (below) is an example of this.



Green Mountain Power and the City of Rutland have installed the Stafford Hill plant (Left). This is a solar and battery system that can disconnect from the grid and supply critical power to an emergency shelter during long outages.

As with any project where professionals try to provide a wide range of options and considerations we note that not all situations can be anticipated or prognosticated. Further, in order to ensure professionals can continue to educate and generate thought on the part of people seeking to be educated, we must differentiate between education and professional advice. As such we offer a wide ranging caution:

Disclaimer: This product is not intended to be legal, financial or public health advice. It is solely meant to be helpful information and examples of issues and ideas about the subjects discussed. For issues related to specific legal, financing, and/or other issues you may have, please consult with your licensed professional in your jurisdiction.

Developing a coherent approach to reasonable regulating solar land uses

To begin, the community should determine which solar applications will be regulated. In most cases, roof mounted installations should be allowed by right, unless located within an historic district where some level of review may be required. Ground mounted systems come in a number of different sizes, from solar trackers (which can reach up to 25 – 30 feet tall) to ground panels which may be shorter, but can range in size from a few hundred square feet of area to thousands of square feet for utility scale developments. Every community has its own priorities and developing clear definitions is critical as this will drive where each category of use is permitted, what level of regulations will be applied, and enable solar development to be in step with the municipality's overall goals and objectives.

For the purposes of this model ordinance and to the extent possible, we have assumed a community in NH with diverse zones that include low-density residential agricultural to high density village zoning. We have added commercial and industrial zones to round out the zoning and potential locations. Every town and city in NH is unique and the any regulatory scheme must be tailored to your community's existing land uses, master plan goals and land availability. Naturally, we must all consider political realities but these are beyond the scope of this Model Solar Zoning Ordinance.

- Planning Considerations: Develop a policy strategy for permitting and regulating large-scale solar.
 - This plan should consider the impacts and benefits of siting solar in the community.
 - Community-based issues to consider relate to community goals for job creation, participation in the clean energy economy and community prestige.
 - Traditional land use issues to consider relate to parcel size, zones and abutting land uses, existing electrical infrastructure and impacts to natural and visual resources.
 - Direct economic issues relate to tax revenues versus cost of services, participation by the municipality in group net metering projects, and highest and best use for larger undeveloped and underdeveloped parcels.

Solar Basics

Basic information to consider when approaching solar regulations:

- The average home in NH uses approximately 7,400 kilowatt hours (“kwh”) per year.
- To supply this average home, a solar array would have to be approximately 6,000 watts or 6 kilowatts (“kW”) in size.
- Most existing solar panels average about 300 watts per panel and are average 3.2 x 5.4 feet in dimension.
- Using these averages, a 6 kW array would consist of 20 panels and have dimensions of 26.5 x 13 or approximately 350 square feet. (An average parking space is 180 sq. ft.)
- A roof mounted system adds about 3-4 lbs. per square foot when including mounting hardware.
- Ground mounted arrays are racked in rows with separation between the rows to allow for sunlight to reach all rows.
- Racking systems provide for spaces between panels that allows snow and rainwater to fall between panels. These gaps vary based on the racking. (See the appendix for images of this).
- The number of panels in a row will affect the distance between rows. The more panels, the higher the array, the wider the distance between rows to accommodate the all-season sun angle.
- Mounting components generally have a very small footprint on or in the soil, and the gaps allow for snow and rain to drain between panels and rows. As such, the bulk of solar systems are not generally considered to be impervious in the same manner as a traditional structure.
- For large ground mounted arrays, the rule of thumb for standard technology systems (fixed mount with crystal silicon-based PV panels) mounted on relatively flat land is about 4-5 acres for 1 megawatt (MW) of capacity.
 - Using our standard panel size from above, this represents approximately 3,333 panels.
- Mounting systems are developing fast and improving rapidly. “In ground” mounting systems can be screwed into the ground, pile driven, set in concrete. (See appendix for images of ground mount technology).
- “On ground” mounting systems include ballasted systems (often used on brownfields or capped landfills to protect the integrity of the cap). (See appendix).

Statutory Authority and Limitations

New Hampshire permits the regulation of solar energy systems but provides a unique context for this use. Local governments can enact ordinances that permit solar systems

but should be careful to consider the favorable treatment such uses have under NH law and insure that their approach does not conflict with these statutes.¹

- **NH RSA 477** allows municipalities to enact planning and zoning regulations that protect access to energy sources and that encourage the use of solar skyspace easements.
- **NH RSA 477:51** contains model language for solar easements that can be used in the case a property owner wants to pursue the option.
- **NH RSA 672:1, I and III-a** recognize that planning and zoning regulation is the responsibility of local government, but declares a statewide interest in regulations to encourage energy efficient development patterns, including adequate access to direct sunlight for solar energy uses, and declare that installation of solar and other renewable energy systems **shall not be unreasonably limited by the use of municipal zoning power or by the “unreasonable interpretation” of such powers except where necessary to protect the public health, safety, and welfare.**
- **NH RSA 672:1, III-d** clarifies that “unreasonable interpretation” of municipal zoning ordinances includes failure of municipal authorities to recognize that renewable energy systems are accessory uses and **that prohibition of such accessory uses cannot be inferred from an ordinance that does not specifically address such uses.**
- **NH RSA 674:17** enables municipalities to adopt zoning ordinances designed to, among other purposes, encourage installation of solar and other renewable energy systems and to protect access to energy sources by the regulation of orientation of streets, lots and buildings, establishment of height and setback requirements, limitation on height and setback of vegetation, and encouragement of the use of solar skyspace easements.
- **NH RSA 674:36, II-k** enables municipalities to regulate the subdivision of land to encourage the installation and use of solar and other renewable energy systems and to protect access to energy sources by the regulation of orientation of streets, lots and buildings, establishment of height and setback requirements, limitation on height and setback of vegetation, and encouragement of the use of solar skyspace easements.
- **NH RSA 674:2, III-n** enables municipalities to include an energy section in their master plans.

¹ New Hampshire Residential Rooftop Solar PV Permitting, Zoning and Interconnection Guide, January 2015, NHOEP and others.

- **NH RSA 72:61-72** enables a town or city to make exemptions on assessed values for solar energy systems from property taxes.

Solar Collection Systems and Historic Districts

If your community has adopted a Historic District(s), it is possible to provide for regulations that allow for solar collection systems in certain circumstances and still preserve the intent of these regulations. See NH 674:45-50. There are several helpful guides for communities confronting this issue including work from the National Renewable Energy Lab.²

Some considerations for allowing solar collection systems within NH Historic Districts:

- Ground mounted systems:
 - Allow for ground mounted systems that respect the building's historic setting.
 - Systems should be mounted in inconspicuous locations, such as side and rear yards, low to the ground and screened to limit visibility.
- For new construction and additions:
 - Allow for placement where the location is compatible with the historic building and its setting and where such installations are integrated into the building materials and design such that they are minimally visible.
- Other considerations:
 - Locate solar collection systems on non-historic buildings and additions on the site.
 - Require, to the maximum extent practical, that systems are not visible from public ways. Installations on building surfaces that face public ways should be limited. Locations behind dormers or on rear facing roof planes should be permitted.
 - Require materials and colors that blend into the building design and colors to minimize conflict with the historic character of the building and the district.
 - Avoid multi-roof systems and disjointed installations.
 - Installations on flat roof locations should be screened in keeping with the character of the building or setback from the edge of the roofline.
 - Building integrated systems, such as tiles and other materials that mimic building components should be permitted.

Considering these provisions will allow a community to balance solar installations with the goals and objectives of historic resources.

² Implementing Solar PV Projects on Historic Buildings and in Historic Districts: <https://www.nrel.gov/docs/fy11osti/51297.pdf>

NH Model Solar Zoning Ordinance

Introduction: The text of this model reflects a comprehensive approach to systems of all sizes from residential to large power generation systems. The model divides uses based on their land use size. Your municipality may use all or some of these proposed definitions to regulate solar systems based on the impacts and land uses within specific zones in the community as appropriate.

The sizes and capacities used in this model are meant to be a balanced approach based on the “average community” and the industry standard sizes for arrays. The sizes we choose are based on a number of factors, such as the array capacity and incentives, regulatory and engineering requirements and specific technologies. They are meant to be a balanced and “average” approach for the different sized arrays we expect to see in New Hampshire. We are providing regulations based on the nature of the land use impacts which, in turn, is based on the size and location of the system within most communities.

No community should necessarily adopt this ordinance “as is” for a number of reasons but primarily because it attempts to provide the broadest treatment of a large range of solar land uses – from 10,000 square feet to 150 acres in size. This ordinance applies to all arrays but is mostly intended to provide regulation for larger arrays. A community using this model will need to carefully review each size in the definitions and decide what sizes to permit and where to permit these systems. A careful review will consider the impact, size and available land for development. Additional criteria could be the location of electric utility infrastructure and brownfields or similar sites that can co-locate arrays.

The ordinance must be adapted to your ordinance structure for a table of permitted uses or a list of permitted uses. Both are presented here to provide some guidance. The large number of definitions are meant to reflect the challenge of balancing approaches to regulating a wide range of solar systems. At first glance, the number of definitions may seem complex but we have tried to provide a template that includes all possible uses regulated by impact and size. Some communities may not be appropriate for the largest sized systems or may want to consider combining definitions to simplify the ordinance. In general, the goal is to allow large-scale solar in areas where appropriate in accordance with a community’s objectives.

Size Considerations

Solar Collection System Size:

In general, a 250 kW array that is ground mounted takes up about 1 acres of flat ground. A 250 kW array would be comprised of 833 panels with a capacity of 300 watts each.

For larger arrays – the minimal areas – not considering restrictive features is as follows:

- 1 MW = 4 acres.
- 5 MW = 20 acres.
- 10 MW = 40 acres.
- 30 MW = 120 acres.

Authority and Purpose

- This solar collection system ordinance is enacted in accordance with RSA 674:17(I)(j) and the purposes outlined in RSA 672:1-III-a as amended. The purpose of this ordinance is to accommodate solar energy collection systems and distributed generation resources in appropriate locations, while protecting the public's health, safety and welfare. The Town intends to facilitate the State and National goals of developing clean, safe, renewable energy resources in accordance with the enumerated polices of NH RSA 374-G and 362-F that include national security and economic and environmental sustainability.

Definitions:

- **Rated Nameplate Capacity** – Maximum rated alternating current (“AC”) output of solar collection system based on the design output of the solar system.³
- **Solar Land Coverage** – is defined exclusively for the purposes of calculating the footprint of the land area occupied by the components of a solar array. The Solar Land Coverage is the land area that encompasses all components of the solar collection system including but not limited to mounting equipment, panels and ancillary components of the system. This definition does not include access roads or fencing and is not to be interpreted as a measurement of impervious surface as it may be defined in this ordinance.⁴
- **Solar Collection System** - Includes all equipment required to harvest solar energy to generate electricity. The Solar Collection System includes storage devices, power conditioning equipment, transfer equipment, and parts related to the functioning of those items. Solar Collection Systems include only equipment up to (but not including) the stage that connection is made to the utility grid or site service point.

³ While the sum of the DC output of the modules may be more directly related to the physical size of the system and number of panels used, we have elected to use the AC output as the benchmark. AC capacity is used for system sizing with respect to incentives and regulatory requirements. This conclusion balances the nature of the array's purpose (residential, commercial etc) and provides a consistent use of terms across other regulations that apply to solar systems. This connection (AC capacity to zoning definitions) allows the community to communicate and regulate with a consistent and familiar set of system sizes and categorize them as a land use appropriately.

⁴ This is an important distinction since the nature of the coverage is not consistent with other lot coverage approaches. While panels and other accessory components may be impervious themselves, they are either of limited area or not affixed directly to the ground. In addition, the nature of the installation hardware always includes gaps and slopes to facilitate water and snow filtration to ground cover that is dispersed evenly throughout the site.

- **Roof Mount** – A solar collection system that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with system which may be ground mounted. For purposes of calculating array sizes or solar land coverage under the solar definitions in this section, roof mounted portions shall not be included if the system is made up of both roof and ground mounted systems, the roof mounted portions shall also be excluded.
- **Ground Mount** – A solar collection system and associated mounting hardware that is affixed to or placed upon (such as ballasted systems) the ground including but not limited to fixed, passive or active tracking racking systems.
- **Carport Mount** – Any solar collection system of any size that is installed on the roof structure of a carport over a parking area.

Use definitions:⁵

- **Residential Solar:** Any ground mounted or roof mounted solar collection system primarily for on-site residential use, and consisting of one or more free-standing, ground or roof mounted, solar arrays or modules, or solar related equipment, intended to primarily reduce on-site consumption of utility power and with a rated nameplate capacity of 10 kW AC or less and that is less than 500 square feet solar land coverage.
- **Community Solar:** A use of land that consists of one or more free-standing, ground mounted solar collection systems regardless of nameplate capacity that is up to 100 kW AC and that is less than 1 acre of solar land coverage.
- **Accessory Agriculture Solar:** Any ground mounted or roof mounted solar collection system designed to primarily reduce on-site consumption of utility power and without a limit to the rated nameplate capacity or solar land coverage provided the existing agricultural use is preserved at the time of installation.⁶

⁵ Note on Definitions and Terms: We have attempted to find names that reflect our traditional land uses and typical ordinance parlance. From the smallest systems (residential) through medium (community and commercial) to the larger (industrial) and largest (utility) we have tried to tie these names to our understanding of the scope and size of typical uses and how/where we permit such uses.

⁶ Specific Definitions for Agriculture: This approach is meant to permit some freedom for existing agricultural uses to have their own systems with minimal regulation and larger systems with a balanced approach. It is tied to the preservation of the existing agricultural use to minimize conversion. There is no limit to future conversion of the property. This approach supports agriculture without promoting the conversion of agriculture to solar.

- **Primary Agriculture Solar:** Any ground mounted solar collection system that is partially used to reduce on-site consumption of utility power and with a rated nameplate capacity up to 1 MW AC in size or has a solar land coverage in excess of 5 acres provided the existing agricultural use is preserved at the time of installation.
- **Commercial Solar:** A use of land that consists of one or more free-standing, ground mounted solar collection systems with a rated nameplate capacity of up to 1 MW AC and that is less than 5 acres in solar land coverage.
- **Large Commercial Solar:** A use of land that consists of one or more free-standing, ground mounted solar collection systems with a rated nameplate capacity of between 1 MW and 5 MW that is between 5 and 25 acres in solar land coverage.
- **Industrial Solar:** A use of land that consists of one or more free-standing, ground mounted solar collection systems regardless of nameplate capacity that is between 25 acres and 50 acres in solar land coverage.
- **Utility Solar:** A use of land that consists of one or more free-standing, ground mounted solar collection systems regardless of nameplate capacity that is over 50 acres in solar land coverage and less than 30 MW in rated nameplate capacity.
- **Solar Power Generation Station:** Any solar collection system that is over 30 MW in nameplate capacity. In no case shall a Solar Power Generation Station exceed 150 acres.

Table of Uses Permitted:

Consider permitting solar uses based on the existing zoning within the community. Some communities may be comfortable with large-scale solar in many zones and some may choose to limit solar installations within commercial and industrial districts. By defining the uses above, communities can decide where different sized arrays should be allowed. The ordinance should also note that a solar installation may be a primary or an accessory use to the property.

Here is an example of how a community might address these different scales of solar arrays within a standard table of uses:

	Zoning District					
	Village /High Density	Residential	Rural Residential	Residential Agricultural	Commercial	Industrial
Accessory Residential Solar	P	P	P	P	P	P
Community Solar	X	P	P	P	P	P
Accessory Agricultural Solar	X	P	P	P	P	P
Primary Agricultural Solar	X	X	CUP	P	P	P
Commercial Solar	X	x	CUP	CUP	P	P
Large Commercial Solar	X	X	X	CUP	CUP	CUP
Industrial Solar	X	X	X	X	CUP	CUP
Utility Solar	X	X	X	X	CUP	CUP
Solar Power Generation Station	X	X	X	X	X	CUP

- P = Use permitted by right with building and electrical permit.
- CUP = Use permitted by Conditional Use Permit.⁷
- X = Use prohibited.

Specific Solar System Requirements and Exemptions:

- A ground-mounted Accessory Residential Solar system over 15 feet in height at any point shall be located in rear yard between the primary structure and rear lot line. All other ground mounted systems located in the front yard shall be reasonably screened from abutting residential properties.
- Non-residential Carport Mounted solar collection systems over parking areas are permitted in all zones without a Conditional Use Permit – site plan review may be required in accordance with the Town Regulations.
- Roof Mounted solar collection systems of any size are permitted in all zones without a conditional use permit except within a Historic District. District regulations should be amended to appropriately allow solar installations.
- Municipal Systems: All solar collection systems for municipal use are exempt from land use regulations pursuant to NH RSA 674:54.

Additional Provisions Regarding Solar Collection Systems:

- Building Height: Roof mounted solar collection systems shall be exempt from building height limitations.
- Lot Coverage: Ground-mounted solar collection systems shall/shall not⁸ be considered as part of the maximum required lot coverage limitations but shall

⁷ Some towns may be accustomed to Special Exceptions for specific land uses. We respect this tradition but feel that the Planning Board Conditional Use Process provides more flexibility and streamlines the by requiring review by only one local land use board.

⁸ This issue is a challenging factor in these ordinances. The town must consider the underlying purposes of lot coverage or usage requirements. To the extent they relate to stormwater management, such a restriction would be overly burdensome. To the extent they relate to aesthetics, neighboring land uses and other impacts there may be a reasonable justification for limitations on area used but careful consideration should be given to the unique nature of solar.

not be considered impervious surface. Impervious surface limitations as related to stormwater management for solar collection systems shall be addressed in accordance with this ordinance.

Additional Permitted Sites:

The Town should consider adding a section that permits privately owned and operated solar collection systems on town properties that have excess land and may be a part of a town policy to realize the benefits of participating in a solar development. Here is an example of sites that may be considered if present in the community. Although governmental land uses are usually exempt, these locations are listed to permit the siting of privately owned or operated solar collection systems under a lease arrangement.

Solar Collection Systems of any size shall be permitted on the following sites:

- Water Treatment Plant: Map xx Lot xx.
- Wastewater Treatment Plant: Map xx Lot xx.
- Transfer Station / Capped Landfill: Map xx Lot xx.
- School Facilities: Map xx Lot xx.
- Active Recreation Field: Map xx Lot xx.

Solar Collection System Conditional Use Permit:

Note: The level of detail required for a proposed solar installation should be thought through carefully. Engineers and surveyors are very expensive and such costs could needlessly create a barrier to installation. In most cases, the use of tax maps, GIS, USGS, Google Earth and other resources provide enough detail to create a hand drawn or computer generated site plan for local land use board review. The hiring of professionals should be limited to larger projects or when critical environmental areas are present. Landscape architects or professional landscapers can be engaged at reasonable rates to address aesthetic concerns.

Requirements for granting a Conditional Use Permit (CUP):

- CUP Criteria

Standards of Review: Following a fully noticed public hearing on the proposed use, the Planning Board may issue a Conditional Use Permit, if it finds, based on the information and testimony submitted with respect to the application, that:

 - a. The use is specifically authorized by Section X as a conditional use;
 - b. The development in its proposed location will comply with all applicable requirements of the Site Plan Regulations not otherwise covered in this section, as well as specific conditions established by the Planning Board.
 - c. The use will not materially endanger the public health or safety;

- d. Required screening shall be maintained during the operative lifetime of the Solar Collection System Conditional Use Permit.
 - e. In granting a conditional use permit pursuant to this section, the Planning Board may impose any reasonable conditions or restrictions deemed necessary to carry out the intended purpose of this ordinance.
- Site Plan Review Regulations Applicable
 - The specific requirements for a Conditional Use Permit shall pre-empt any similar requirement in the Site Plan Review Regulations.
 - System Layout
 - A detailed sketch or plan showing the installation area of the site.
 - A detailed sketch of any land clearing or grading required for the installation and operation of the system.
 - The location of all equipment to be installed on site including utility connection point(s) and equipment. To the maximum extent practical all wiring associated with the utility connection shall be underground.
 - All equipment locations, except for utility connections, shall comply with required setbacks.
 - Equipment Specification
 - All proposed equipment or specifications must be included with the application.
 - Such information can be supplied via manufacturer's specifications or through detailed description.
 - Emergency Response
 - Access to the site for emergency response shall be provided and detailed on the plan.
 - A narrative or manual for municipal Fire Department detailing response guidance and disconnection locations necessary for fire response.
 - Additional industry guidance documents that provide information about safety procedures for specific equipment on site shall be provided as needed to insure adequate public safety.
 - Contact information for the solar collection system owner/operator shall be posted on site at the access way and provided and updated to the municipality.
 - Natural Resource Impacts and Buffers
 - Solar collection systems shall be visually screened through the preservation of existing vegetation or through a landscaped buffer in accordance with the following.
 - Plan: The buffering plan shall indicate the location, height and spacing of existing vegetation to be preserved and areas where

- new planting will be required.
 - All solar systems shall have a reasonable visual buffer as required in the site plan review regulations from public ways and neighboring commercial/residential uses based on the viewsheds, contours of the land and abutting land uses.
 - Areas that are within the viewshed of significant value as identified in the Master Plan⁹ shall include additional reasonable mechanisms to mitigate from a continuous and uninterrupted view of the system.
- Fencing shall be installed, if required, by the electric code or the utility. Additional security or fencing may be required if the location of the system presents a safety concern for abutting land uses.
 - Primary Agriculture Solar should minimize impacts to farmland activities and Prime Farmland Soils (as defined and delineated by soil survey and definition of NH NRCS). Dual use arrangements (solar and farming activities are encourage where practical).
 - Land Clearing
 - Land clearing shall be limited to what is necessary for the installation and operation of the system and to insure sufficient all-season access to the solar resource given the topography of the land.
 - Following construction, cleared land areas must be restored with native species that are consistent with the use of the site as a solar collection system (such as slow growth or low ground cover).
 - Erosion control measures during construction shall be detailed as required.
 - Additional Requirements for Large Commercial, Industrial and Utility (LC/I/U) Solar:
 - A detailed pre-construction and post-construction plan identifying existing vegetation and areas to be cleared with specific identification of locations of buffer areas adjacent to neighboring uses and public ways.
 - LC/I/U systems that disturb more than 10 acres of previously undisturbed land shall provide a natural resource inventory that details site conditions and habitat and mitigation efforts to reduce impacts to important species and habitat.

⁹ Towns should consider identifying these viewsheds as part of the Master Plan to provide the legal basis for such considerations and to alert developers about these areas of the community.

- Efforts and practices that can provide for a dual use of the site should be explored if feasible and encouraged where appropriate.
 - The applicant shall demonstrate effective stormwater infiltration along with erosion control measures and soil stabilization.

 - Electrical Requirements.
 - All systems not connected to the grid shall be approved by the electrical inspector or Building Inspector, as required.
 - Grid-tied systems shall file a copy of a final approved interconnection shall be filed with the municipality prior to operation of the system.

 - Glare
 - A statement detailing potential significant glare onto abutting structures and roadways estimating the interaction of sun to panel angle, time of year and visibility locations.
 - Based on the above information, the Planning Board may require reasonable mitigation. Mitigation may include angle of panels, details on the anti-reflective nature of the panel coating or any additional specific screening to minimize resulting impacts.
 - Mitigation through anti-reflective coatings shall have an index of refraction equal to or less than 1.30.
- Glare is measured by an index – the included standard is lower than the index of water and standard anti-glare windows in most houses. Many panels already are manufactured with this coating as it increases output and reduces O&M costs.
-
- Noise
 - Estimates of any equipment noise on the site based on equipment specification materials (such as inverters).
 - Noise levels at the property line shall be in accordance with the municipal noise ordinance or at reasonable levels given the location of the facility with due consideration to the surrounding land uses and zone.

 - Setbacks
 - Solar collection systems shall be considered structures and shall comply with building setback requirements from lot lines for the entire system – including the panels. Tracking systems shall have the setback measured from the point and time where the array is closest to the lot line. No portion of a system may cross into the setback.

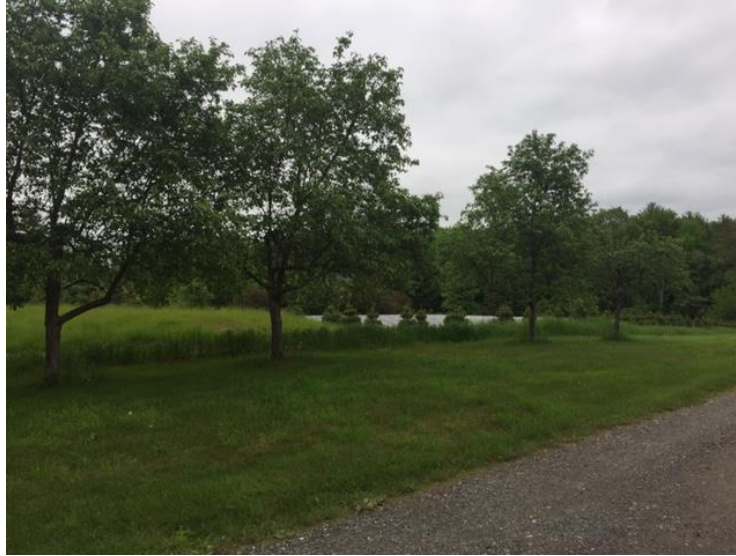
 - Stormwater
 - Ground mounted systems that are required to secure a New Hampshire Department of Environmental Services Alteration of Terrain (AoT) Permit in accordance with NH RSA 485:17 shall secure such permit accordingly.

- The final Permit issued by NH DES shall be incorporated by reference into the final Town approval and shall be enforceable by the Town in accordance with this zoning ordinance.
 - No further local review of stormwater and erosion control shall be required where a project is required to secure the NH DES AoT Permit
 - Ground mounted systems not requiring NH DES AoT Permit. Where a ground mounted system does not require an AoT permit the following shall apply:
 - Ground mounted systems that require land clearing and grubbing of mature forested cover to accommodate more than 30% of the solar land coverage area, provided such area of clearing and grubbing is also larger than 1 acre, the proposed system shall include a management plan for stormwater that is directly related to the impact of the solar collection system.
 - Ground mounted systems where the solar land coverage area is larger than 1 acre and located on slopes of greater than 5% shall include a management plan for stormwater.
 - The stormwater management plan shall include the following.
 - The stormwater study shall take into account the nature of the solar panel installation and how the spacing, slope and row separate can enhance infiltration of stormwater. Percolation tests or site specific soil information may be provided to demonstrate recharge can be achieved without engineered solutions.
 - Additional information, if required, shall calculate potential for concentrated flows of runoff due to the panels, slope, soil type and the impacts of other true impervious areas (such as equipment pads and roadways).
 - Required for all systems:
 - All ground mounted systems shall be constructed in accordance with Best Management Practices for erosion and sedimentation control during the pre-construction, construction and post-construction restoration period.
 - Post construction: For purposes of enhancing natural stormwater management, site conditions and plantings post-construction shall include insure that areas of soil compaction have been restored to more natural conditions. Plantings shall be native species and are recommended to beneficial habitat to song birds, pollinators and/or foraging species in order to maintain a healthy surface and subsurface habitat that can attenuate stormwater on the site.
- Lighting

- On site lighting shall be minimal and limited to access and safety requirements only. All lighting shall be downcast and shielded from abutting properties.
- Buffer Plan
 - As deemed appropriate, all applications shall submit a detailed buffering plan demonstrating how the proposed ground mounted solar installation will be incorporated into the local landscape so that effective screening is provided along public ways and from abutting views. The use of evergreens are recommended. The use of existing or created topography is encouraged to reduce visual impacts.

Note: Examples of buffered systems:



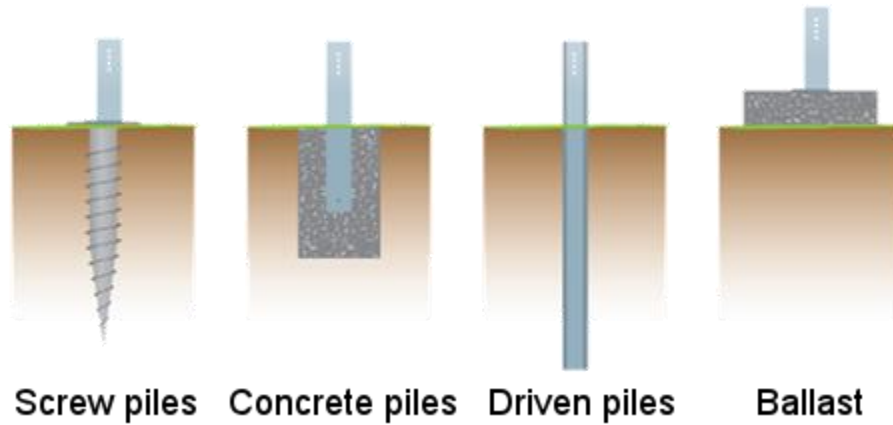


- Abandonment and Decommissioning
 - Solar Collection Systems shall be deemed to be abandoned if operations have discontinued for more than 6 months without written consent of the municipality (such as for reasons beyond the control of the owner/operator). An abandoned system shall be removed and the site restored within 6 months of abandonment.

Appendix:

This appendix includes images and information about several types of solar installations and equipment.

Mounting Hardware:



Source: Ionvia Technologies: Different types of mounting hardware and ground impacts.



Completed installation showing gaps between panels



Ballasted system, showing distance between rows and the ballast blocks.



Racking equipment – prior to panel installation.



Commercial Carport Mounting



Residential Ground mounted system.



Pole mounted system – agricultural site.



Tracker Mounted Residential System: Courtesy Revision Energy

TOWN *of* HANOVER

NEW HAMPSHIRE

Zoning Ordinance
May 11, 2023

Adopted by Town Meeting: March 2, 1976

Amended by Town Meeting:

March 8, 1977	March 10, 1992	May 13, 2008
March 14, 1978	March 9, 1993	May 12, 2009
March 13, 1979	May 10, 1994	May 11, 2010
March 11, 1980	May 9, 1995	May 10, 2011
November 4, 1980	May 14, 1996	May 8, 2012
March 10, 1981	May 13, 1997	May 14, 2013
March 9, 1982	May 12, 1998	May 13, 2014
November 2, 1982	May 11, 1999	May 12, 2015
March 8, 1983	May 9, 2000	May 10, 2016
March 13, 1984	May 8, 2001	May 9, 2017
March 12, 1985	May 14, 2002	May 8, 2018
March 11, 1986	October 29, 2002	May 14, 2019
March 10, 1987	May 13, 2003	July 7, 2020
March 8, 1988	May 11, 2004	July 13, 2021
March 14, 1989	May 10, 2005	May 10, 2022
March 13, 1990	May 9, 2006	May 11, 2023
March 12, 1991	May 8, 2007	

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ARTICLE I. AUTHORITY, PURPOSE, APPLICABILITY

101 Authority

In pursuance of authority conferred by New Hampshire Revised Statutes Annotated and in conformity with the adopted Town of Hanover Master Plan 2003, the following Ordinance is hereby enacted by the voters of the Town of Hanover, New Hampshire.

102 Purpose

This Ordinance is enacted for the purpose of promoting the health, safety, morals, prosperity, convenience or general welfare, as well as efficiency and economy in the process of development of the inhabitants of the incorporated Town of Hanover, New Hampshire, by securing safety from fire, panic, and other dangers, providing adequate areas between buildings and various rights of way, the promotion of good civic design and arrangements, protection of the value of homes and lands, wise and efficient expenditure of public funds, and the adequate provision of public utilities and other public requirements, and by other means.

103 Title

This Ordinance is known and may be cited as the “Zoning Ordinance of the Town of Hanover, New Hampshire, 2016.”

104 Effective date

This Ordinance will take effect immediately upon its adoption by the voters of the Town of Hanover.

105 Amendments

This Ordinance and its accompanying maps may be amended in accordance with the provisions of the applicable statutes of the State of New Hampshire.

106 Existing use

Any lawful structure or use of a structure or premises or parts thereof in existence at the time of adoption of this Ordinance, or of any amendment hereto, may be continued although such structure or use does not comply with the provisions hereof.

107 Validity

Whenever the provisions of this Ordinance or rulings made under the authority hereof differ from those of other ordinances or regulations of the Town, that provision or ruling which imposes greater restriction or higher standard shall govern.

108 Severability

The invalidity of any section or provision of this Ordinance does not invalidate any other section or provision thereof.

109 Repeal

Upon the valid adoption of this Zoning Ordinance pursuant to RSA Chapter 31, the existing Zoning Ordinance and all amendments thereto are hereby repealed.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

201 Zoning Administrator

201.1 The administrative and enforcement officer for this Ordinance is known as the Zoning Administrator and shall be hired or appointed by the Town Manager.

201.2 The Zoning Administrator shall administer the Zoning Ordinance and shall approve only those uses and structures that conform to this Ordinance or have been duly approved as special exception or granted as a variance or equitable waiver by the Zoning Board of Adjustment.

201.3 The Zoning Administrator shall enforce this Ordinance. If any structure or use is or is proposed to be erected, constructed, reconstructed, altered, converted, maintained, or used in violation of this Ordinance, the Zoning Administrator shall institute, in the name of the Town, any appropriate action, injunction, or other proceeding to prevent, restrain, correct, or abate such construction or use or to prevent in or about the premises any act, conduct, business, or use constituting a violation.

202 Responsibility of owner

The owner of record of a property is solely responsible for ensuring at all times that such property is in full compliance with all provisions of this Ordinance. Any person who violates this Ordinance is subject to fines and penalties as provided by statute, including RSA 676:17.

203 Fees

The Board of Selectmen shall establish such appropriate fees as will compensate the Town for the cost of processing and reviewing all applications and appeals submitted under this Ordinance. The applicant shall pay the established fee upon submission of the application or appeal.

204 Consent to inspect

Every applicant for a permit or approval under this Ordinance is deemed to have consented to such inspection of the relevant property or properties as is directly related to that application and is reasonably necessary for the Town's officials, board members, employees, or other agents to acquire information appropriate to make an informed decision relative to the application and to the determination of compliance with the permit and its terms of issuance, approved plans, conditions of approval, and requirements of this Ordinance. An applicant's refusal to consent to such inspection constitutes grounds for disapproval of the application or for refusal by the Town to issue any certificate of completion, compliance, or occupancy relative to the permit or application.

205 Zoning permit

205.1 Prior to the commencement of any of the following developments, application for a zoning permit must be submitted to the Zoning Administrator and a zoning permit must be authorized by the Zoning Administrator:

- A. The erection or use of a new structure, or exterior sign except as exempted by Section 715;
- B. The relocation of any structure, or exterior sign except as exempted by Section 715, or of any part thereof;
- C. The alteration of any building or other structure resulting in an expansion of the footprint in any direction or an expansion of the volume in any way;
- D. An increase in the area or the lighting of a sign regulated by this Ordinance;
- E. A change in the non-conforming use of structures or land;
- F. The occupancy of vacant land for any purpose except the raising of crops;
- G. Any use of premises that would constitute a departure from the terms of this Ordinance, including, without limiting the generality of the foregoing, a change in the nature of the use of any building or premises to a non-conforming use from any lawful prior use or the expansion of any existing lawful non-conforming use; or
- H. Any change in lot size or shape that would result in a violation of area or dimensional regulations.

205.2 Application for a zoning permit is to be upon the appropriate form prescribed by the Town and accompanied by such of the following as the Zoning Administrator may require:

- A. Plans, drawn to scale, showing the actual shape, dimensions, and location of the lot to be used, of existing structures upon it, of alterations proposed for existing structures, and of proposed new structures;
- B. Information as to the existing and intended use of each structure, lot, or part thereof, and as to the number of families, lodgers, or other occupants any building upon the property is designed to accommodate; and
- C. Any other information with respect to the lot, the applicant's proposed use, and other lots in the neighborhood that in the judgment of the Zoning Administrator is necessary to determine whether the use for which a permit is sought is a conforming use under the terms of the Ordinance.

205.3 Application for a zoning permit, duly submitted, is subject to the following procedures:

- A. Upon receipt of a completed application for a residential project, the Zoning Administrator shall notify abutters of the pending application. In the event the project comes before the Zoning Board of Adjustment, notice of the Zoning Board of Adjustment public hearing on that project constitutes such notice to abutters.

- B. The Zoning Administrator shall determine whether the development for which a completed application has been submitted complies with this Ordinance.
- C. If the Zoning Administrator determines that the development applied for complies with this Ordinance, the Zoning Administrator shall approve the application and, within 15 calendar days of the date on which the application was determined to be complete, issue a zoning permit.
- D. Within three days following the issuance of a zoning permit, the Zoning Administrator shall post a copy of the zoning permit in at least one public place until 15 calendar days have elapsed from the date of issuance. During this 15-day period, an appeal of the Zoning Administrator's determination may be filed with the Zoning Board of Adjustment in accordance with RSA 676:5. Each zoning permit must state the date by which such an appeal may be taken.
- E. A zoning permit does not take effect until 15 calendar days after the date of its issuance. In the event an appeal of the Zoning Administrator's determination is taken to the Zoning Board of Adjustment, the zoning permit does not take effect pending the final decision on the appeal.
- F. If the Zoning Administrator determines that the proposed development requires approval as a special exception or the grant of a variance or equitable waiver under this Ordinance, the Zoning Administrator shall so inform the applicant, within 15 calendar days of the date on which the application was determined to be complete, and the applicant may apply to the Zoning Board of Adjustment for such approval or grant.

205.4 The Building Inspector may issue a building permit at any time after the zoning permit has been issued.

205.5 Issuance of a zoning permit pursuant to this Ordinance constitutes approval by the Town of the proposed use only under the requirements of this Zoning Ordinance.

205.6 A zoning permit, variance, or special exception becomes void if construction is not begun thereunder within two years from the approval date of such zoning permit, variance, or special exception.

206 Zoning Board of Adjustment

206.1 As provided by the statutes of the State of New Hampshire, RSA 673:1 IV, there shall be a Zoning Board of Adjustment whose members are residents of the Town of Hanover appointed by the Board of Selectmen.

206.2 The Zoning Board of Adjustment has the following powers, as well as any other power conferred upon such boards by the statutes of the State of New Hampshire:

- A. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance;
- B. To hear and decide special exceptions within the terms of this Ordinance upon which the Zoning Board of Adjustment is required to pass as provided herein; and

- C. To authorize upon appeal in specific cases such variances from the terms of this Ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship and so that the spirit of the Ordinance shall be observed and substantial justice done. In doing so, the Zoning Board of Adjustment may attach such conditions and safeguards as it deems necessary to protect the neighborhood and community.

206.3 In exercising the above-mentioned powers, the Zoning Board of Adjustment may, in conformity with the powers granted to it under RSA Chapter 674, reverse or affirm wholly or partly or may modify the order, requirement, decision or determination appealed from and may make such order or decision as ought to be made and to that end shall have all the powers of the Zoning Administrator from whom the appeal is taken.

206.4 The concurring votes of three members of the Zoning Board of Adjustment are necessary to reverse any action of the Zoning Administrator or to decide in favor of the applicant on any matter upon which the Board is required to pass under this Ordinance or to effect any variance from this Ordinance.

206.5 The following rules govern proceedings before the Zoning Board of Adjustment:

- A. All appeals and applications to the Zoning Board of Adjustment must be in writing and on forms prescribed by that Board. Every appeal or application must refer to the specific provision of the Ordinance involved, and must set forth the interpretation, the special exception, or the variance for which application is made.
- B. Whenever a notice of appeal is filed for a variance or an application is made for a special exception, the Zoning Board of Adjustment shall hold a public hearing. Notice of the meeting is given as follows:
 - (1) The appellant and all the abutters must be notified of the hearing by certified mail, return receipt requested, stating the time and place of the hearing, and such notice must be given not less than five days before the date fixed for the hearing of the appeal.
 - (2) A public notice of the hearing must be placed in a newspaper of general circulation in Hanover not less than five days before the date fixed for the hearing of the appeal.
 - (3) The public hearing must be held within 30 days of the receipt of the notice of appeal. Any person may appear in person or by agent or attorney at the hearing of an appeal.
 - (4) In addition to the notices sent as described above, the Board shall also send such a notice to the Planning Board and the Board of Selectmen, and either Board is a proper party to appear and to be heard upon any such appeal or application. Upon the entry of any decision, report, or order in such a proceeding, the Zoning Board of Adjustment shall cause a copy to be sent to the Planning Board. In those proceedings before the Zoning Board of Adjustment at which the Planning Board submits its recommendations, such

recommendations shall be in the same format as that required of the Zoning Board of Adjustment in reporting its decision.

- (5) The Zoning Board of Adjustment shall state its reason in reasonable detail as to the granting or denial of a special exception or variance with particular reference to the standards or conditions applicable thereto.
- C. The Zoning Board of Adjustment shall adopt rules in accordance with the provisions of this Ordinance.
- (1) Meetings of the Board will be held at the call of the chairman and at such other times as the Board may determine. All meetings of the Board must be open to the public.
 - (2) The Board shall keep minutes of its proceedings showing the vote of each member upon each question or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the Town Manager and is a public record.
- D. Any appeal taken from any decision of the Zoning Administrator must be taken within 15 days of the date of the decision except for decisions that a violation exists. With regard to decisions by the Zoning Administrator that there has been a violation of the Zoning Ordinance, the alleged offender has seven days from the date of receipt of the notice of violation to appeal the decision of the Zoning Administrator.
- E. The provisions contained herein are intended to comply with applicable provisions of RSA Chapter 674 as amended. Any such amendment constitutes a similar amendment herein without further action.

207 Special exception

207.1 A use of land and structures so designated in Article IV may be allowed as a special exception only on approval of the Zoning Board of Adjustment and only when:

- A. The use conforms to the general and specific standards established by this Ordinance and
- B. The Zoning Board of Adjustment has first determined that the proposed use will not adversely affect:
 - (1) The character of the area in which the proposed use will be located;
 - (2) The highways and sidewalks and use thereof located in the area; or
 - (3) Town services and facilities.

207.2 To assist an applicant in minimizing impacts on water resources or water resource buffers so as to achieve the purposes of Article XI of this Ordinance, a special exception from setback requirements of the Ordinance may be granted by the Zoning Board of Adjustment in its discretion if the Board finds there is no adverse effect on neighboring properties and the criteria of 207.1 are satisfied.

207.3 The Zoning Board of Adjustment may approve a use by special exception on property in the NP district only after determining that trees will be selectively cut so as to assure adequate stocking of residual growth and that any general plan prepared by the owner for the selective cutting of trees has been approved in writing by the County Forester or other qualified forester.

207.4 In addition to the general and specific standards established by this Ordinance, the Zoning Board of Adjustment shall impose upon the approval of a special exception such additional conditions as it finds reasonably appropriate to safeguard the neighborhood or otherwise serve the purposes of the Ordinance, including, but not being limited to, the following:

- A. Setbacks larger than the minimums required by the Ordinance;
- B. Screening of part or all of the premises of the proposed use by walls, fencing, or planting;
- C. Modification of the design of any building involved in the proposed use;
- D. Parking spaces greater in number than those otherwise required under this Ordinance;
- E. Limitation of the number of occupants or employees upon the premises and restrictions of the method of operation, the time of operation and use, and the size or extent of facilities; and
- F. Limitations upon the size, location, and lighting of signs more restrictive than those otherwise imposed by this Ordinance, including the prohibition of signs where, in the opinion of the Board, their display would be contrary to the purposes of the Ordinance.

208 Variance

208.1 The Zoning Board of Adjustment may, on an appeal, grant a variance from the provisions of this Ordinance, if the applicant produces evidence to support a finding of each of the following facts by the Zoning Board of Adjustment:

- A. The variance will not be contrary to the public interest;
- B. The spirit of the Ordinance is observed;
- C. Substantial justice is done;
- D. The values of surrounding properties are not diminished; and
- E. Literal enforcement of the provisions of the Ordinance would result in an unnecessary hardship.
 - (1) For purposes of this subparagraph, “unnecessary hardship” means that, owing to special conditions of the property that distinguish it from other properties in the area:
 - a. No fair and substantial relationship exists between the general public purposes of the Ordinance provision and the specific application of that provision to the property; and
 - b. The proposed use is a reasonable one.

- (2) If the criteria in subparagraph (1) are not established, an unnecessary hardship will be deemed to exist, if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the Ordinance, and a variance is therefore necessary to enable a reasonable use of it. The definition of “unnecessary hardship” set forth in subparagraph E applies whether the provision of the Ordinance from which a variance is sought is a restriction on use, a dimensional or other limitation on a permitted use, or any other requirement of the Ordinance.

208.2 In authorizing a variance, the Zoning Board of Adjustment may attach such conditions and safeguards as it deems necessary to protect the neighborhood and the community, including but not limited to a time limit when the variance will expire if not utilized.

209 Variance from the provisions of Article XI, Protection of Flood Plains, Waterbodies, and Wetlands

The Zoning Board of Adjustment may on an appeal grant a variance from the provisions of Article XI, Protection of Flood Plains, Waterbodies, and Wetlands as follows:

- A. No variance may be issued within the floodway if any increase in flood levels during the base flood discharge would result.
- B. A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level in conformity with the procedures of subsections C, D, E, and F set forth below.
- C. A variance may be issued only upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant and a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or create nuisances, cause fraud on or a victimization of the public, or conflict with any other applicable existing Town Ordinances.
- D. A variance may be issued only upon a determination by the Zoning Board of Adjustment that the variance is the minimum necessary considering the flood hazard to afford relief.
- E. The Zoning Administrator shall notify the applicant in writing that the issuance of a variance to construct the structure below the base flood level will result in increased premium rates for flood insurance and such construction below the base flood level increases risk to life and property. Such notification must be maintained with a record of all variance actions.
- F. A variance may be issued only upon a determination by the Zoning Board of Adjustment that the applicant has demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increases in flood levels within the community during the base flood discharge.

- G. The Zoning Administrator shall maintain a record of all variances and justification for their issuance and shall report such variances issued in an annual report to be submitted to the Administrator of the Federal Insurance Administration.

210 Variance to accommodate disabilities

210.1 The Zoning Board of Adjustment may grant a variance from the terms of this Ordinance without finding hardship arising from the condition of a premises subject to the Ordinance when reasonable accommodations are necessary to allow a person or persons with a recognized physical disability to reside in or regularly use the premises provided that the Zoning Board of Adjustment:

- A. Determines that any variance granted under these provisions is in harmony with the general purpose and intent of this Ordinance and
- B. Requires that the owner of the premises pay to the Town of Hanover all costs of recording the notice of action regarding such variance in the Grafton County Registry of Deeds, such recording to be done by the Town of Hanover.

210.2 The Zoning Board of Adjustment may stipulate in the finding and the notice of action included in the variance that the variance granted pursuant to these provisions survives only as long as the particular person has a continuing need to use the premises.

210.3 A temporary permit may be issued by the Zoning Administrator, under Section 515, to allow the use of a temporary access structure, such as a handicap ramp, to enable a disabled individual to more easily and safely enter and exit a residence.

211 Equitable waiver of dimensional requirement

211.1 When a lot or other division of land or structure thereupon is discovered to be in violation of a physical layout or dimensional requirement of this Ordinance, the Zoning Board of Adjustment may, upon application by and with the burden of proof on the property owner, grant an equitable waiver from the requirement, provided that the Zoning Board of Adjustment makes all of the following findings:

- A. That the violation was not noticed or discovered by any owner, former owner, owner's agent or representative, or municipal official until after a structure in violation had been substantially completed or until after a lot or other division of land in violation had been subdivided by conveyance to a bona fide purchaser for value;
- B. That the violation was not an outcome of ignorance of the law or Ordinance or failure to inquire, obfuscation, misrepresentation, or bad faith on the part of any owner or owner's agent or representative, but was instead caused by either a good faith error in measurement or calculation made by an owner or owner's agent or by an error in Ordinance interpretation or applicability made by a municipal official in the process of issuing a permit over which that official had authority;
- C. That the physical or dimensional violation does not constitute a public or private nuisance nor diminish the value of other property in the area nor interfere with or adversely affect any present or permissible future uses of any such property; and

- D. That due to the degree of past construction or investment made in ignorance of the facts constituting the violation, the cost of correction so far outweighs any public benefit to be gained that it would be inequitable to require the violation to be corrected.

211.2 In lieu of the findings required by the Zoning Board of Adjustment under subparagraphs 211.1 A and B, the owner may demonstrate to the satisfaction of the Board that the violation has existed for ten years or more, and that no enforcement action, including written notice of violation, has been commenced against the violation during that time by the municipality or any person directly affected.

211.3 Application and hearing procedures for equitable waivers under this section are governed by RSA 676:5 through 7. Rehearings and appeals are governed by RSA 677:2 through 14.

211.4 Waivers may be granted under this section only from physical layout and mathematical or dimensional requirements and not from use restrictions. An equitable waiver granted under this section may not be construed as a nonconforming use, and does not exempt future use, construction, reconstruction, or additions on the property from full compliance with the Ordinance. This section may not be construed to alter the principle that owners of land are bound by constructive knowledge of all applicable requirements. This section may not be construed to impose upon municipal officials any duty to guarantee the correctness of plans reviewed by them or property inspected by them.

ARTICLE III. DEFINITIONS

For the purpose of this Ordinance, certain terms or words used herein shall be interpreted as follows. A term or word used in Article XI is defined in accordance with Section 1101 of Article XI.

301 Conventions

301.1 The word “person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

301.2 The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

301.3 The word “shall” or “will” is mandatory, the word “may” is permissive.

301.4 The words “used” or “occupied” include the words “intended, designed, or arranged to be used or occupied.”

301.5 When a use defined in this Article conflicts with the State adopted building or life safety code for occupancy classification, the more restrictive term shall apply and be used to define the use in all districts.

302 Definitions

accessory building or use

A building or use subordinate, incidental and customarily associated with the principal building and use on the same lot. The term “accessory building”, when used in connection with a farm, shall include all buildings customarily used for farm purposes (see Section 707).

adaptive re-use

The new use of a historic barn or agricultural outbuilding according to the provisions of Section 606

affordable housing

Housing for occupant(s), whether owner or tenant, having a family income of less than 120 percent of the area median household income as published by the US Department of Housing and Urban Development (USHUD) for Grafton County

affordable nonprofit-provided workforce housing

Housing development(s) constructed or rehabilitated to be affordable for rent or purchase solely by individuals or households whose incomes are less than 120% of the Area Median Household Income as published by the US Department of Housing and Urban Development (USHUD) for Grafton County. Developments must reserve a minimum of 50% of their units for low and/to moderate income households as defined by the USHUD. Affordable nonprofit workforce housing may include single family dwellings, duplex dwellings, and multifamily dwellings.

affordable senior housing

Housing provided for the use of persons who are at least 62 years of age and families of not more than two persons, one of whom is at least 62 years of age or persons with disabilities and having a family income of less than 120 percent of the area median household income as published by the US Department of Housing and Urban Development (USHUD) for Grafton County

agriculture

Use of land and/or water where the cultivation of soil, production of crops, and/or raising of livestock is conducted as a gainful business including the sale of products grown or raised on the premises

aircraft

Machines or devices that are capable of atmospheric flight

antenna

Any apparatus designed for telephonic, radio, television, personal communications service, pager network, or any other communications through the sending and/or receiving of electromagnetic waves of any bandwidth

auto service station

Any area of land, including structures thereon, that is used or designated to be used for the supply of gasoline or oil or other fuel for the propulsion of motor vehicles and that may include facilities used or designed to be used for the cleaning or servicing of such motor vehicles, excluding land and structures used or designed to be used for vehicle sales or major repairs

auto storage

Commercial indoor storage for automobiles and/or other mobile equipment

awning

A roof-like covering, without sides that extend to the ground, attached to a building for the purpose of providing shelter from sun and weather

bank

Establishment providing custody of money, financial or other similar services, and serving the general public

banner

A large piece of flexible material with a design, picture or writing on it

bed and breakfast

A single-family, owner-occupied dwelling accommodating transient guests for a rental period of no more than two weeks and with meal service limited to breakfast

building

A structure that forms a shelter for persons, animals, or property; has a roof; and is permanently located on the land. Where the context allows, the word “building” is construed as though followed by the words “or part thereof”

building footprint

The percentage of the total area of a lot of record covered by building(s) as measured from the exterior surfaces of the building(s)

building front line

A line parallel to the front lot line transecting the point in the building face that is closest to the front lot line except for minor projections as provided for in Section 504

build-to area

a continuous strip of land three feet in depth with its front edge contiguous with the front setback line

calendar year

The period of 365 days (or 366 days in leap years) starting from the first of January, used for reckoning time in ordinary affairs

camping trailer

A non-self-propelled structure mounted on wheels, requiring for occupancy, the unfolding or erection of articulated parts, and designed for travel, recreation and vacation use

care and treatment of animals

The use of a structure for a veterinary practice or boarding of animals or riding schools

cemetery, see governmental uses

child day care agency

A person or organization, either established for profit or not, that regularly receives for child day care four or more children unrelated to the operator or staff of the agency

clinic

An office building or portion thereof used by members of the medical profession for diagnosis and out-patient treatment of human ailments

commercial service

A business providing services of a personal nature, including but not limited to barber, hairdresser, beauty parlor, shoe repair, shoe shine, laundry, laundromat, dry cleaner, and photographic studio

communications/telecommunications facility

A structure that provides commercial mobile wireless services; unlicensed wireless services; cellular phone services; specialized mobile radio communications; personal

communications service; common carrier wireless exchange access services; and radio, television or other similar structures and devices for broadcasting purposes

conforming structure

A structure or part thereof that is in full compliance with the Zoning Ordinance

conforming use

A use that is in full compliance with the Zoning Ordinance

conservation

The preservation, protection, and management of a natural resource to prevent exploitation, destruction or neglect

conservation lot

A lot that is protected permanently through the grant of a conservation easement to a governmental agency or a conservation organization

contractor's yard

Carpenter shop, plumbing, roofing, contracting or similar service establishment

cul-de-sac street

A street that intersects with another street at one end, is permanently terminated at the other end by a vehicular turnaround, and provides no entrance to other streets

density bonus

A density bonus allows a developer to produce more units in a development than the base number of units which would otherwise be allowable under the zoning applicable to that development.

downtown civic

Uses in the Downtown district open to the general public for community and governmental purposes, including places of assembly, public education, libraries, governmental offices, post offices, court, public safety and recreation

downtown commercial

Uses in the Downtown district operated for profit, private, or nonprofit purposes, including bank, clinic, commercial service, funeral establishment, office, restaurant, retail sales, theatre, tourist information, education, and other uses consistent with the statement of objectives set forth for the Downtown district in Article IV

downtown lodging

Hotel uses in the Downtown district

downtown residential

Residential uses in the Downtown district, which include multi-family dwellings, and multi-family units as part of downtown commercial use

drive-in facility, other

Drive-in sales and service facilities other than drive-in restaurant, drive-in theatre and produce stand

drive-in restaurant or refreshment stands

Any place or premises used for sale, dispensing or serving of food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshment or beverage on the premises

driveway

A road improved with gravel, macadam, concrete or similar substance giving vehicular access from a street to a building or parking area. Any such road that serves more than two lots shall be considered a street, unless approved by the Planning Board as a shared driveway within an approved subdivision.

dwelling, investor-owned

A dwelling unit that is not the actual and principal residence of its owner

dwelling, multi-family

A single residential building containing three or more dwelling units

dwelling, one-family

A single residential building containing only one principal dwelling unit

dwelling, owner-occupied

A dwelling unit that is the actual and principal residence of its owner, who is continuously present in the dwelling unit

dwelling, seasonal

A one-family dwelling that is unoccupied at least 182 days in any calendar year, including, but not limited to, a vacation home, summer cottage, or hunting or fishing camp

dwelling, two-family

A single residential building containing only two dwelling units

dwelling unit

A single room or group of connected rooms constituting a separate and independent housekeeping establishment for occupancy by an individual or a family, physically separated from any other rooms or dwelling units that may be in the same structure and containing independent and dedicated cooking, sanitary, and sleeping facilities, including prefabricated and modular units that meet all pertinent building code standards and excluding housing for transient occupancy such as a motel, hotel, or rooming house

education

Schools, colleges, trade schools, vocational schools, and similar types of establishments that provide instruction and training

electronic marquee

A sign used to announce programming and events for a theater, the contents of which are created by the use of electronic, remote-controlled display

essential services

The erection, construction, or major alteration by public utilities, private institutional utilities, or municipal or governmental agencies of underground or overhead gas, electrical, sewer, steam, or water transmission or distribution systems, including poles, wires, mains, drains, sewers, pipes, conduit cables, and similar equipment and accessories in connection therewith, and including buildings reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare. For the purposes of this Ordinance, “essential services” excludes the replacement of facilities (other than municipal buildings) or minor relocations or minor additions such as street lights, hydrants, wire, electrical transformers, fire alarm boxes or pipes.

excavate

The process of altering the existing terrain by cutting or filling the earth, or any activity by which soil or rock is cut, dug, quarried, uncovered, removed, displaced, or relocated, excluding common household gardening and ground care

family

A person living alone, or any of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking and eating facilities

1. Any number of people related by blood, marriage, civil union, adoption, foster care, guardianship, or other duly authorized custodial relationship. (Related by blood shall include only persons having one of the following relationships with another individual(s) residing within the same dwelling unit: parents, grandparents, children, sisters, brothers, grandchildren, stepchildren, first cousins, aunts, uncles, nieces, and nephews);
2. Two (2) unrelated persons and any dependent(s) related to either of them;
3. A cumulative total of up to three (3) adult persons (18 years old or older);
4. Persons living together as a functional family as determined by the criteria listed below. To qualify as a functional family, all of the following criteria shall be met:
 - A. The occupants must share the entire dwelling unit living and cooking together as a single housekeeping unit; and
 - B. The group shares expenses for food, rent or ownership costs, utilities, and other household expenses; and
 - C. The group is permanent and stable and not temporary or transient in nature. Evidence of such permanency and stability must include:
 - (1) Members of the household have the same address for purposes of voter's registration, driver's license, motor vehicle registration, and filing of taxes;
And at least one of the following:
 - (2) The presence of dependent(s) regularly residing in the household;

- (3) At least one member of the household is employed in the area;
- (4) All members of the household have been living together as a unit for a year or more, whether in the current dwelling unit or other dwelling units.
5. In dwelling units of three bedrooms or more in the Main Wheelock District, any group of not more than six persons not related by blood, marriage or adoption living together as a single housekeeping unit
6. The following groups do not constitute a family or functional family:
 - A. Occupancy in a student residence, residential institution, or similar group occupancy
 - B. Students enrolled at a college or university and groups of more than three (3) persons living together who do not qualify as a family based on categories one or two of this definition
 - C. Occupants who are separate roomers in the same dwelling

floor area ratio

The ratio of gross floor area to gross site area also referred to as the “gross floor area ratio”

forestry

The growth and harvesting of forest products, excluding the clearing of trees in conjunction with building development or site improvement or incidental cutting for private use such as firewood

frontage

The width of a lot measured along its common boundary with the street line

funeral establishment

A building or part thereof used for human funeral services, including areas necessary for preparation, display, chapel services, storage, and similar uses associated with funeral establishments

gainful business

A business in which services or products are sold on a regular basis at a price commensurate with market conditions

garbage disposal, see governmental uses

governmental uses

Uses, construction, or development of land owned or occupied, or proposed to be owned or occupied by the federal government, state government, university system, or by a county, town, city, school district, or village district, or any of their agents, for any public purpose which is statutorily or traditionally governmental in nature. Specific governmental uses are:

cemetery

Includes such functions as cemetery, cemetery vaults, and necessary maintenance structures

education

Includes such functions as elementary, middle, junior high schools and high schools, college, vocational or technical school, kindergarten, library and similar educational institutions

garbage disposal

Includes areas or structures for disposal of sewage, solid waste and garbage under the control of a governmental unit, including sanitary landfills, incinerators, sewage treatment plants, and similar methods of disposal

institution

Governmental and other facilities primarily engaged in public services such as education, health and research

office

Includes such functions as governmental office, laboratory, post office, clinic, assembly and court

parking

Includes but is not limited to, municipally owned parking facilities, available for use by the general public

public safety

Includes such functions as fire, police, rescue, and ambulance services

recreation

Includes such functions as recreation center, senior citizens center, gymnasiums, auditorium, and outdoor recreational facilities such as play fields, tennis courts and golf courses

service

Includes such functions as garage, warehouse, vehicular repairs, outside storage for vehicles and supplies and similar uses

grade

As a noun: the surface configuration of terrain; as a verb: to change the surface configuration of terrain that will alter the runoff of waters from the pre-existing surface configuration

gross floor area

The sum of the physical areas of all floors of all buildings on a lot as measured to the outside surfaces of the exterior walls, with the exception of porches, balconies, open-sided roofed-over areas, and any floor or space designed and used for the parking of motor vehicles. For the purposes of calculating floor area ratio, “gross floor area” also excludes the area of all building floors whose finished surface is six feet or more below the lowest adjacent grade of the lot.

gross site area

The total lot area

highest adjacent grade

The highest natural elevation of the ground surface next to the proposed walls of a structure as measured prior to construction

historic structure

Any structure that is (1) listed individually in the National Register of Historic Places maintained by the Department of Interior or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (a) by an approved state program as determined by the Secretary of the Interior or (b) directly by the Secretary of the Interior in states without approved programs

hospital

A place for the diagnosis, treatment or care of human ailments, including sanitarium and clinic

hosted short-term rental

An additional use of a one-family, owner-occupied dwelling where the owner is continually present on the premises during the period of the rental

hotel

A building or group of buildings that contains two or more living accommodations constituting the temporary abode, for 30 days or less, of six or more transient persons whose primary residence is elsewhere. "Hotel" includes hotel, motel, condominium hotel, timeshare, or other type of interval occupancy or ownership, together with indoor or outdoor facilities for dining, relaxation, or recreation for such occupants. "Hotel" may also include customarily accessory facilities, services, and activities, such as outdoor recreation, for guests and the general public.

impact fee

A fee or assessment imposed upon development, including subdivision, building construction, or other land use change, in order to help meet the needs occasioned by that development for the construction or improvement of capital facilities owned or operated by the Town of Hanover, including and limited to water treatment and distribution facilities; wastewater treatment and disposal facilities; sanitary sewers; storm water, drainage and flood control facilities; public road systems and rights-of-way; municipal office facilities; public school facilities; public safety facilities; solid waste collection, transfer, recycling, processing and disposal facilities; public library facilities; and public recreational facilities not including public open space

inclusionary housing, see affordable housing

institution

Facilities primarily engaged in public services including, but not limited to, education, research, health, and public worship

institutional dining facility

A building owned by an institution and used primarily to provide food service for the institution's employees, congregation, patients, and/or students

laboratory research

Commercial, scientific, or research facility of a non-nuisance and non-hazardous character

laundromat

An establishment with machines available to the public for the purpose of washing and drying of clothing and linens

light industry

The assembly, manufacture, processing, packaging, or other operation conducted in such a manner that all resulting cinders, dust, fumes, gas, odors, smoke, and vapor are effectively confined to the premises or disposed of so as to avoid any air pollution and conducted in such a manner that the noise level at the property line will not exceed decibel levels established by this Ordinance and objectionable flashing and vibration will not occur

lot

A parcel of land with defined boundaries and of sufficient size to meet minimum zoning requirements for use, coverage, and area

lot area

The horizontal area of a lot lying within lot boundaries exclusive of any area in a street and, for lots in major subdivisions including land in the RR district, exclusive of any area as specified in Section 502

lot, corner

A lot situated at the intersection of, and abutting, two streets that have an angle of intersection of not more than 135 degrees or a lot abutting a curved street where the tangents to the curve at its points of intersection with the side lot boundaries meet at the interior angle of not more than 135 degrees

lot coverage

The portion of a lot covered by structures and improvements including but not limited to decks, porches without roofs, driveways, parking areas or facilities, or impervious surfaces, ordinarily expressed as a percentage. When lot coverage is not specified, coverage is defined by the setbacks. Lot coverage excludes the portion of any structure located underground and any portion of a solar energy system.

lot depth

The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear

lot, lawful

A lot that meets the minimum requirements of the Zoning Ordinance in effect at the time the lot was created

lot of record

A lot that is part of a subdivision recorded in the office of the Grafton County Registry of Deeds or a lot described by metes and bounds, the description of which has been so recorded

lowest adjacent grade

The lowest natural elevation of the ground surface next to the proposed walls of a structure as measured prior to construction. In the D-1 district the lowest natural elevation is measured only along streets on which the proposed structure has frontage. In the D-2 district the lowest elevation is measured along the entire perimeter of the proposed structure.

maintenance yard

Any area used for unenclosed storage, handling, and processing of construction materials, property maintenance materials, landscaping materials, recycling materials, composting materials, or related vehicles, equipment, trailers, containers, or job-site trailers or structures, or any combination of the above, not accessory to residential use

manufactured housing

Any structure transportable in one or more sections that in the traveling mode is eight feet or more in width and 40 feet or more in length or that when erected is 320 square feet or more in area, and that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities, which include plumbing, heating, and electrical systems. “Manufactured housing” excludes pre-site built housing as defined in RSA 674:31-a.

manufactured housing park

Any tract of land of at least ten acres on which two or more manufactured houses are parked and occupied for residential purposes

manufactured housing subdivision

A subdivision of land that allows individual ownership of lots on which can be located only manufactured housing

medical center

An institution comprising a building or group of buildings devoted to any or all phases of medical activity including, but not limited to, treatment, hospitalization, research, and teaching. “Medical center” includes support facilities whose use is related and auxiliary to an existing medical center, whether or not located on the same lot. Such support

facilities include but are not limited to a nursing facility, an extended care facility, and a hotel.

motor home

A portable, temporary dwelling to be used for travel, recreation, and vacation, constructed as an integral part of a self-propelled vehicle

neighborhood retail sales

A shop or store for the sale of retail goods designed to serve the Main Wheelock District, Planned Residential Development or Continuing Care Retirement Community in which it is to be located

non-conforming structure

A structure or part thereof that complied with all applicable laws, ordinances, and regulations when it was built but does not comply with the Zoning Ordinance presently in effect

non-conforming use

A use that complied with all applicable laws, ordinances, and regulations when it commenced but does not comply with the Zoning Ordinance presently in effect

non-residential use

Any use of a building, structure, or land except one-family dwelling, two-family dwelling, and multi-family dwelling

non-transient

Residing in one location for more than 30 days

nursing home

A place of short-term or long-term residence providing nursing care for persons who are unable to perform all the activities of daily living without assistance

office

Place where the business of a commercial, industrial, service, or professional organization is transacted

off-lot water and sewer

A system by which neither the source of water and the place of sewage disposal are located on the lot on which is located the building served by these utilities, provided that water source and sewage disposal is designed to provide service to ten or more independent users

on-lot water and sewer

A system by which both the source of water and the place of sewage disposal are located on the same or adjacent lot as the building served by these utilities

open space

The area of a lot not occupied by buildings or other man-made improvements other than those specifically for support of the use of the open space, such as a path, fence, or seating, whether maintained in its natural state or used for agriculture, forestry, or outdoor recreation

open space development

The residential subdivision of a tract of land where, instead of subdividing the entire tract into house lots of conventional size, a similar number of one-family dwelling units is clustered on lots of reduced dimensions, provided that the remaining land in the tract is reserved for open space

open space ratio

The ratio of the total available land area to the building footprint

outdoor storage

The retention and protection of goods, materials, and equipment in a place other than a structure, provided that any storage material other than new equipment, new building material, or other new products displayed for sale is fenced or screened

parapet

A low protective wall up right from the edge of a roof

park and ride facility

A structure for the temporary storage of vehicles as a principal use on a parcel of land of not less than five acres for the purpose of providing parking for persons who are employed or seek to do business at some other location and for whom separate conveyance to and from such other location is provided by their employers, by the Town, by public transit, by other commuters, or by some other party. "Park and ride facility" may include such appurtenances as a waiting room, restroom, and shelter.

parking area

An area of a lot intended to provide off-street parking spaces accessory to the principal use on the same lot

parking facility

A structure for the parking of vehicles as a principal use on a parcel of land including but not limited to a parking lot, a parking structure, a park and ride facility, and a parking garage

parking space, off-street

An area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room

passenger station

A structure intended to accommodate waiting passengers, including bus and taxi stations, providing all parking, loading and unloading take place on that lot

penthouse, mechanical

A structure located on the roof of a building to accommodate mechanical, electrical and other equipment used to support systems within the principal building and not allowed for human occupancy

persons with disabilities

A person of any age who: (i) has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423); (ii) is determined by USHUD regulations to have a physical, mental or emotional impairment that (a) is expected to be of long, continued, and indefinite duration; (b) substantially impedes his or her ability to live independently; and (c) is of such a nature that such ability could be improved by more suitable housing conditions; (iii) has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002(8)); or (iv) has the disease acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (HIV). For the purpose of qualifying for low income housing under HUD public housing and Section 8 programs, the definition does not include a person whose disability is based solely on any drug or alcohol dependence.

pick-up coach

A constructed unit designed primarily to be mounted on a pick-up or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses

place of assembly

A building or portion of a building in which provision is made for the assembly of people for non-residential, non-commercial, religious, recreational, political, social, or amusement purposes

planned residential development

A form of subdivision intended for mixed housing types, from single to multi-family, in which the buildings are grouped in patterns that allow a large percentage of open space to be retained for common use

plat

A map showing proposed layout of streets and lots to scale

principal building, structure, or use

The building, structure, or use that houses or constitutes the main or primary activity on the lot

produce stand

A structure for the sale of flowers, garden supplies, or agricultural produce designed to serve highway customers

property management office

The use of space for leasing and maintaining rental properties

public safety, see governmental uses

public sewer

Sewage disposal system approved by the Town for municipal operation

public water

Water supply system approved by the Town for municipal operation

publishing

On-site printing and related on-site administrative and manufacturing operations, excluding retail copy services

recognized affordable nonprofit housing organization

The municipality or an entity recognized as an Internal Revenue Service Code 501(c)(3) organization established for the purpose of providing workforce housing following the Town's definition of Affordable Nonprofit-Provided Workforce Housing

recreation, outdoor

Activities conducted in the outdoor environment either by individuals or groups for purposes of relaxation or as a sport

recreational vehicle

A vehicle that is built on a single chassis no larger than 400 square feet when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily as temporary quarters for recreational, camping, travel, or seasonal use, not for use as a permanent dwelling

residential institution

A facility intended for group living, which may include independent dwelling units with shared common space, that provides supervised care and is designed to accommodate the specific needs of its residents, limited to home for individuals with disabilities, senior living, orphanage, assisted living, and extended care facility

residential use

Use of a building by its occupants as permanent place of abode, including one-family dwelling, two-family dwelling, multi-family dwelling, and manufactured housing

restaurant

An eating establishment designed to allow patrons to eat on-site at tables, booths, or a counter, including diner, café and cafeteria, excluding an establishment that provides food for off-site consumption, except as incidental to on-site service

retail sales

A use that allows the sale of goods, foods, and personal services directly to the consumer for use and consumption off-site, excluding any drive-through service, free-standing retail stand, gasoline service and motor vehicle repair service, new and used car sales and service, trailer and manufactured housing sales and service, and commercial services

rooming house

An owner-occupied dwelling unit other than a hotel or motel in which living accommodations without kitchen facilities are rented to at least four but not more than eight non-transient roomers, such as a boarding or lodging house

sawmill

Structure for the milling of lumber and forest produce

sawmill, temporary

Equipment for the milling of lumber and forest produce that is not contained in a structure and may be moved from one location to another

senior housing development

Housing provided for the use of individuals who are at least 62 years of age and families of not more than two persons, one of whom is at least 62 years of age

service, see governmental uses

service area

The area adjacent to the building entrance, usually in the rear, through which the non-residential user receives supplies and waste materials are removed

setback

Space on a lot not to be occupied by a building or structure. Porches, whether enclosed or unenclosed, shall be considered as part of the building and shall not project into a required setback.

setback, front

Minimum required distance between the front lot line and the front line of a building or structure extended to side lot lines of the lot. The front setback shall be measured from the front lot line to the front line of the building or structure, except that, where applicable, the front setback shall be as shown on the map entitled "Downtown Area Setback Line," dated May 14, 2002.

setback, rear

Minimum required distance between the rear lot line and the rear line of a building or structure extended to the side lot lines of the lot. The rear setback shall be measured from the rear lot line to the rear line of the building or structure.

setback, side

Minimum required distance between the building or structure and a side lot line, and extending through from the front setback to the rear setback

sign

Any structure or part of a structure or device attached to or painted or represented on a structure or free-standing device that displays or includes any letter, word, model, banner, flag, pendant, insignia, device, or representation used as or is in the nature of an announcement, direction, or advertisement. "Sign" does not include street or traffic signs

or warnings; the flag, pennant, or insignia of any nation, group of nations, state, city, or other governmental unit; athletic scoreboards; non-illuminated signs and window posters that are displayed from within a building; ordinary directory panels and information signs maintained within a building or not intended for view from outside the property; private posting signs subject to RSA 635:4; political advertising subject to RSA 664:17.

slope

The inclination of a surface, defined as the number of units of rise or fall per 100 horizontal units. All units must be expressed in the same standard units. Slope is calculated as a percentage by dividing the total change in elevation of the surface in question by the horizontal distance from one end to the other end of the surface in question and by multiplying by 100. Changes in elevation and in distance are measured perpendicular to the contours of the map being used.

solar energy system

A device or number of individual devices that provides for the collection, storage, and distribution of solar energy for space heating or cooling, electricity generation, or water heating, including associated transformers, inverters, battery storage, wiring, pumps, piping, mounting apparatus, and support structures

solar energy system, building-mounted

A system whose principal solar energy-capture components are mounted on a building

solar energy system, ground-mounted

A system whose principal solar energy-capture components are fixed to support structures that are directly anchored on or in the ground

special exception

The use of a building or lot permitted under this Ordinance only upon application to the Zoning Board of Adjustment and subject to the approval of that Board, and only in cases where the words “special exception” in this Ordinance pertain, and in accordance with the provisions of Section 207

start of construction

The date a building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement occurred within 180 days of the permit date of issuance. The actual start means either the first placement of permanent construction of a structure on site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the principal structure.

steep slopes

Unless on-site survey shows otherwise, steep slopes are all lands 25 percent and over in slope as designated in “Soil Survey of Grafton County Area, New Hampshire” published by U.S. Department of Agriculture, Natural Resources Conservation Service

story

The vertical distance from top to top of two successive tiers of beams or finished floor surfaces; and, for the topmost story, from the top of the floor finish to the top of the ceiling joists, or, where there is not a ceiling, to the top of the roof rafters

Where the floor of the first lowest level is at least five feet below the average finished grade along the building front, the sub-grade space shall not be counted as a story

street or public street

A public highway that provides the principal means of access to abutting property and that the Town or state has the duty to maintain regularly or a highway shown on a subdivision plat approved by the planning board and recorded in the Grafton County Registry of Deeds

street line

Right-of-way line of a street as dedicated by a deed of record; where the width of the street is not established, the street line is considered to be 25 feet either side of the center line of the street pavement

structure

Anything constructed or erected with a fixed location on, above, or below the ground or attached to something having a fixed location on, above, or below the ground, including, but not limited to, buildings, swimming pools, manufactured housing, billboards, and poster panels and excluding minor installations such as mail boxes, flagpoles, fences, safety fences, walls and retaining walls of a height of four feet or less as measured from the toe of the wall or fence to the top of the wall or fence at its tallest point. For the purposes of this Ordinance electrical transformers and the following essential services are not considered structures: underground or overhead gas, electrical, sewer, steam, or water transmission or distribution systems, including poles, wires, mains, drains, sewers, pipes, conduit-cables, and similar equipment and accessories in connection therewith.

student residence, Institution district

A building designed for and occupied by students and operated in conjunction with another institutional use, which may include individual living units with social rooms and kitchen facilities for any number of students. This definition applies only to those student residences located within the I district.

student residence, residential districts

A building designed for and occupied by students including social rooms and a limited number of kitchens, operated in conjunction with another institutional use, and located in a district in which residential use is permitted

theater

A building or a portion of a building approved for use for motion pictures, dramatic, operatic, or other artistic or cultural performances, and may include food and beverage concessions

tower

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, including radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like

transient

Residing in one location for 30 days or less

travel trailer

A vehicular, portable, non-self-propelled structure built on a chassis; designed to be used as a temporary dwelling for travel, recreational, and vacation uses; permanently identified “travel trailer” by the manufacturer of the trailer; and, when factory equipped for the road, has a body width that does not exceed eight feet and a body length that does not exceed 32 feet

un-hosted short-term rental

An additional use of a one-family, owner-occupied dwelling where the owner has vacated the premises during the period of rental

un-hosted short-term rental, seasonal

An additional use of a one-family seasonal dwelling where the owner has vacated the premises during the period of the rental

use

Any purpose for which a structure or tract of land is designated, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation carried on in or intended to be carried on in a building or other structure or on a tract of land

use accessory to permitted use

A structure or use accessory to a permitted use as specified in Article IV

use accessory to special exception

A structure or use accessory to a special exception use as specified in Article IV

use, permitted

Use specifically allowed in the district, excluding illegal uses and non-conforming uses

variance

A departure from the terms of this Ordinance granted by the Zoning Board of Adjustment on appeal in specific cases under the terms of Article II of this Ordinance and applicable statutes of the State of New Hampshire

vehicular sales and repair facility

Enclosed establishment for the display, sale, and repair of new and used motor vehicles, trailers, motorcycles, manufactured housing, and boats, including outdoor display of new and used equipment and excluding the sale of gasoline and oil except as incidental to the repair facility

warehouse

A public or private structure the principal use of which is the storage of goods, wares, and merchandise, whether for the owner or for others

wholesale business

An enterprise that includes warehouse, wholesale establishment, discount house, bulk storage, and/or bulk sales outlet

30yard

The space immediately adjacent to a building not occupied by any structures or parking facilities

ARTICLE IV. ESTABLISHMENT OF DISTRICTS AND DISTRICT REQUIREMENTS

401 Establishment of districts

The Town of Hanover hereby is divided into the following districts as shown on the official zoning maps:

BM	Service Business and Limited Manufacturing
D	Downtown: D-1 Downtown Center D-2 Downtown Edge
B	Retail Business
RO	Residence and Office
OL	Office and Laboratory
I	Institution
GR	General Residence: GR-1 General Residence, One GR-2 General Residence, Two GR-3 General Residence, Three GR-4 General Residence, Four
SR	Single Residence: SR-1 Single Residence, One SR-2 Single Residence, Two SR-3 Single Residence, Three
RR	Rural Residence
F	Forestry and Recreation
NP	Natural Preserve
GP	Goose Pond
MWD	Main Wheelock District

402 Zoning maps

- A. The districts established in Section 401 are shown on maps on file in the offices of the Town of Hanover, which maps are a part of this Ordinance. These maps include those titled “Hanover, New Hampshire Zoning Map-Town Wide;” “Hanover, New Hampshire Zoning Map-Urban Area;” “Map of “GP” Goose Pond Zoning District;” “Map of West End Neighborhood Overlay District;” “Flood Boundary and Floodway Map,” Town of Hanover, New Hampshire effective July 3, 1978 (includes maps one through four) hereinafter referred to as FBFM, and Flood Insurance Rate Map (FIRM), Town of Hanover, New Hampshire effective July 3, 1978 (includes maps one through four) to be replaced by revisions issued by the Federal Emergency Management Agency and adopted by the Hanover Board of Selectmen. The Town Wide Zoning Map and Urban

Area Zoning Map are amended to the extent that the Flood Plain district applies also to any land located in any other zoning district. For purposes of identification, the signatures of members of the Planning Board on the date of adoption are indicated. Subsequent changes in the ownership of those properties where property lines define district boundaries on these maps does not affect the boundaries of the districts established by this Ordinance.

- B. In addition to the zoning maps showing the districts, the following map is made part of this Ordinance: with regard to the establishment of front line setback lines for properties in the downtown area located in the Downtown District or the Institution District: a map entitled “Downtown Area Setback Line” dated May 14, 2002. For the purposes of identification, the signatures of the members of the Planning Board on the date of adoption are indicated.

403 District boundaries

A district boundary shown on the zoning maps as approximately following the center line of a street, a shoreline of a body of water, or a property line is construed as following such line. If district classification of any land is in question, it is deemed to be in the most restricted adjoining district.

404 District objectives and land use control

404.1 The following sections establish for each zoning district its objectives, the uses permitted and allowed by special exception, and area and dimensional specifications.

404.2 Any use designated as a “permitted use” in a particular district may be commenced in that district pursuant to Section 601 of this Ordinance. Any use designated as a “special exception” in a particular district may be commenced in that district pursuant to Section 602 of this Ordinance.

404.3 Classification of lots in certain districts is pursuant to Section 509. Explanation of lots, classification of lots, dimensional requirements, and application of district regulations are set forth in Article V, General Provisions.

404.4 The objectives and uses for the Flood Plain district are set forth in Article XI. In the event of any conflict between the restrictions in FP district and the restrictions of any other underlying zoning district, the more restrictive shall apply.

405 Zoning districts

405.1 Service, Business, and Limited Manufacturing (BM)

A. Objective: The purpose of the Service, Business, and Limited Manufacturing district is to provide an area for office, research, and light manufacturing where public water and sewer are available. Other uses serving employees of adjacent businesses are allowed as supportive uses. Access to the Great Hollow area is via Etna and Greensboro Roads fronted by residential uses; consequently, uses resulting in negative traffic impacts on these neighborhoods are discouraged. Steep, rocky terrain, wetlands, and the Mink Brook corridor surround the district, and these characteristics limit expansion of it. The area fronting Route 120 is more amenable to higher volume traffic access and to public transportation.

B. Uses:

Permitted uses:

1. Agriculture
2. Bank¹
3. Contractor’s yard
4. Governmental use: limited to office, education, public safety, service, cemetery, recreation, parking
5. Light industry
6. Office
7. Outdoor storage
8. Parking facility¹
9. Passenger Station¹
10. Place of assembly
11. Produce stand¹
12. Publishing
13. Research and laboratory
14. Warehouse
15. Wholesale business
16. Use accessory to permitted use

Uses allowed by special exception:

1. Child day care agency
2. Commercial service¹
3. Education
4. Essential service
5. Forestry
6. Ground-mounted solar energy system
7. Hotel¹
8. Medical center¹
9. Park and ride facility¹
10. Restaurant¹
11. Retail sales¹
12. Use accessory to special exception

¹Use is permitted or allowed by special exception only on a lot located wholly or partially within 2000 feet of the right-of-way of Route 120.

C. Area and Dimensions:

- (1) Minimum lot size: 1 acre
- (2) Minimum frontage: 200 feet, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2
- (3) Minimum front setback: 50 feet
- (4) Side and rear setbacks: For buildings on lots adjoining residential districts the minimum side and rear setbacks adjoining the district is 50 feet. In all other cases there are no side or rear setback requirements.
- (5) Maximum height:
 - a. Within 100 feet of residential district: 35 feet
 - b. Elsewhere in BM district: 50 feet
 - c. Or as specified in Section 505.1

405.2 Downtown (D)

A. Objective: The Downtown District is designed to protect the character of the existing downtown while promoting a healthy mix of commercial, office, and residential uses within the district and mixed uses on individual properties. It is intended to enable Downtown Hanover to remain a vibrant, compact commercial center, serving the needs of community residents, students, and tourists, and to promote a complementary and diverse mix of downtown housing. Therefore, to be discouraged are warehouses as principal uses, adult or other sexually-oriented retail or entertainment businesses, heavy industry, sawmills, or contractors’ or maintenance yards, or the like.

The D district is divided into two parts: D-1 Downtown Center, and D-2 Downtown Edge. The uses and special exceptions are generally the same for the two districts, but because of the intensity of use, different density regulations are desirable. The character of the D-2 district should be compatible with nearby residential areas and promote a residential appearance.

B. Uses:

D-1 Downtown Center district:

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Downtown civic
3. Downtown commercial
4. Downtown lodging
5. Downtown residential
6. Theater
7. Use accessory to permitted use

Uses allowed by special exception:

1. Auto service station
2. Child day care agency
3. Drive-in facility, other
4. Essential service
5. Parking facility
6. Passenger station
7. Use accessory to special exception

D-2 Downtown Edge district:

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Downtown civic
3. Downtown commercial¹
4. Downtown lodging¹
5. Downtown residential
6. Theater
7. Use accessory to permitted use

Uses allowed by special exception:

1. Child day care agency
2. Drive-in facility, other
3. Essential service
4. Parking facility
5. Passenger station
6. Use accessory to special exception

¹Downtown commercial and Downtown lodging and uses accessory thereto are not allowed above the ground floor in any building in this district.

C. Area and Dimensions:

- (1) Minimum lot size: none
- (2) Minimum frontage: 20 feet

- (3) Minimum front setback: the distance established by the line shown on the Downtown Area Setback Line map.
- (4) Side and rear setbacks: for buildings on lots adjoining GR, SR, or RR districts, the minimum side setback adjoining the district is 15 feet; the minimum rear setback adjoining GR, SR, or RR districts is 20 feet. In all other cases there is no side setback or rear setback requirement.
- (5) Maximum building height:
 - D-1: 45 feet
 - D-2: 35 feet
 - Or as specified in Section 505.1
- (6) Maximum gross floor area:
 - D-1: may not exceed the area of the lot expressed in square feet multiplied by a factor of 2.4
 - D-2: may not exceed the area of the lot expressed in square feet multiplied by a factor of 1.5

405.3 Business (B)

A. Objective: The areas for the Retail Business district are designed to provide in selected locations throughout the community, but separate from the Downtown districts, sites for retail sales and services that are needed to serve the community.

B. Uses:

Permitted uses:

1. Bank
2. Child day care agency
3. Commercial service
4. Dwelling unit above the first floor
5. Governmental use: limited to office, public safety, recreation, parking
6. Funeral establishment
7. Hotel
8. Office
9. Place of assembly
10. Publishing
11. Restaurant
12. Retail sales
13. Theater
14. Warehouse
15. Use accessory to permitted use

Uses allowed by special exception:

1. Auto service station
2. Auto storage
3. Drive-in restaurant
4. Essential service
5. Governmental use: limited to service
6. Other drive-in facility
7. Parking facility
8. Passenger station
9. Recreation, outdoor
10. Vehicular sales and repair facility
11. Wholesale business
12. Use accessory to special exception

C. Area and dimensions:

- (1) Minimum lot area: 40,000 square feet
- (2) Minimum lot frontage: 200 feet, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2
- (3) Minimum front setback: 10 feet
- (4) Minimum side setback: no minimum side setback, except for buildings on lots adjoining residential districts, where the minimum side setback adjoining the residential district is 15 feet
- (5) Minimum rear setback: minimum rear setback is 10 feet, except for buildings on lots adjoining residential districts, where the minimum rear setback adjoining the residential district is 20 feet
- (6) Maximum building height: 35 feet, or as specified in Section 505.1

405.4 Residence and Office (RO)

A. Objective: Within the built-up area where organized community services such as fire and police protection and community water and sewer service are provided, where the public street and sidewalk infrastructure is sufficiently available, and where professional services and employment opportunities can be situated close to one another and convenient to many residential neighborhoods, it is desirable to provide areas for professional offices, higher-density residential dwellings, and a mixture of these uses. The Residence and Office district is intended to be comprised mainly of residential units and to be compatible with nearby residential and institutional areas, and the existing residential scale and appearance of the district shall be maintained and enhanced.

B. Uses:

Permitted uses:

1. One-family dwelling
2. Two-family dwelling
3. Multi-family dwelling
4. Mixed office and one-family, two-family, or multi-family dwelling
5. Accessory dwelling unit, pursuant to section 702.1
6. Affordable senior housing
7. Professional office, pursuant to Section 510.1
8. Use accessory to permitted use

Uses allowed by special exception:

1. Child day care agency
2. Essential service
3. Governmental use limited to: public safety, education, recreation, service
4. Place of assembly
5. Produce stand
6. Recreation, outdoor
7. Residential institution
8. Restaurant containing no more than 100 seats, only if located on a lot any portion of which lies within 100 feet of the street line of Lyme Road
9. Retail sales, only if located on a lot any portion of which lies within 100 feet of Lyme Road
10. Use accessory to special exception

C. Area and Dimensions:

- (1) Minimum lot area: 10,000 square feet for a one-family dwelling unit; with an additional 3,000 square feet for a second dwelling unit; 2,000 square feet for each additional dwelling unit
- (2) Minimum lot frontage: 75 feet
- (3) Minimum front setback: The front setback is 30 feet, except along Lyme Road, where the front setback is 25 feet
- (4) Minimum side setback is 15 feet and the minimum rear setback is 20 feet
- (5) Maximum building height: 35 feet
- (6) Maximum building footprint: 35 percent of total lot area
- (7) Maximum lot coverage: 65 percent of total lot area

405.5 Office and Laboratory (OL)

A. Objective: Based on existing land use demand and projected types of development in Hanover, a specialized district primarily designed for professional offices and research laboratories is needed. It should have readily available transportation access and be located so that it can be served by municipal services and utilities.

B. Uses:

Permitted uses:

1. Bank
2. Child day care agency
3. Governmental use: limited to office, public safety, recreation
4. Office
5. Place of assembly
6. Planned residential development
7. Publishing
8. Recreation, outdoor
9. Research laboratory
10. Warehouse
11. Use accessory to permitted use

Uses allowed by special exception:

1. Agriculture
2. Commercial service
3. Essential service
4. Forestry
5. Governmental use: limited to education, service
6. Ground-mounted solar energy system
7. Maintenance yard
8. Park and ride facility
9. Parking facility
10. Passenger station
11. Primary and secondary education
12. Restaurant
13. Retail sales
14. Structure associated with outdoor recreation
15. Use accessory to special exception

C. Area and Dimensions (for Class description see Section 509):

- (1) Minimum lot area:
Class 1: 1 acre
Class 2: 60,000 square feet
- (2) Minimum lot frontage, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2:
Class 1: 150 feet
Class 2: 200 feet
- (3) Minimum front setbacks:
Class 1: 50 feet, except along Lyme Road, where the front setback is 25 feet
Class 2: 50 feet
- (4) Minimum side setbacks:
Class 1: 25 feet
Class 2: 25 feet
- (5) Minimum rear setbacks:
Class 1: 25 feet
Class 2: 30 feet
- (6) Maximum building height:
Class 1: 50 feet, except that the maximum height for any portion of a building within 100 feet of a front property line along Lyme Road is 35 feet.
Class 2: 50 feet; Or as specified in Section 505.1

405.6 Institution (I)

A. Objective: The chief present land use in this district, and the use that can be expected in the future, is institutional. This use has certain peculiar needs that best can be met by identifying it as a special district. In addition to the normal institutional uses in this area, certain complementary and support facilities are desirable as special exceptions. Because of the specialized nature of these institutions, these support and complementary land uses involve a selective list of residential commercial and public uses which are desirable in such a district providing the necessary safeguards are incorporated. It is the intent of this provision to permit or allow institutions to use their land for uses related to the purposes of the institutions.

B. Uses: all uses in the I district, whether permitted or allowed only by special exception, must relate to the uses of the institution having ownership interest in land in the district.

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Child day care agency
3. Education
4. Governmental use: limited to office, public safety, education, recreation, parking
5. Hospital
6. Medical center
7. Office
8. Place of assembly
9. Recreation, outdoor
10. Residential institution
11. Student Residence¹
12. Theater
13. Warehouse
14. Use accessory to permitted use

Uses allowed by special exception:

1. Auto storage
2. Care and treatment of animals
3. Commercial service
4. Communication/tele-communication facility
5. Essential service
6. Forestry
7. Governmental use: limited to service
8. Ground-mounted solar energy system
9. Hotel
10. Institutional dining facility
11. One-family dwelling
12. Two-family dwelling
13. Multi-family dwelling
14. Park and ride facility
15. Parking facility
16. Passenger station
17. Publishing
18. Research laboratory
19. Restaurant
20. Retail sales
21. Sawmill, temporary
22. Structure associated with outdoor recreation
23. Student residence²
24. Use accessory to special exception

¹ Use is permitted only for renovation, replacement, or expansion of a student residence existing as of May 9, 2023. Expansion(s) under this category shall be limited to a cumulative increase of less than 35% above the May 9, 2023 building footprint. Applications under this category shall include the lesser of the number of parking spaces existing prior to the renovation, replacement, or expansion of the student residence OR sufficient parking spaces to satisfy the requirements set forth in Article X

² Use is allowed by special exception for new development and expansions resulting in a 35% or more increase in building footprint.

C. Area and Dimensions:

- (1) Minimum lot size is 60,000 square feet, and the minimum frontage is 150 feet, except that:
 - a. If the lot is contiguous to other land in the same ownership, there is no minimum lot size or frontage or
 - b. Provided the lot size is not less than 15,000 square feet and the footprint of structures constructed or to be constructed on the lot does not cover more than 25 percent of the gross area of the lot, the Zoning Board of Adjustment by special exception may waive the 60,000 square foot minimum lot size and/or the 150 foot minimum frontage.
 - c. Minimum lot size for one-family, two-family, and multi-family dwelling uses is 10,000 square feet for the first family; plus an additional 5,000 square feet for the second family; and an additional 2,000 square feet for each additional family.
 - d. Minimum frontage of a lot on the turnaround portion of cul-de-sac is subject to Section 503.2.
- (2) For buildings on lots adjoining residential districts the minimum side and rear setbacks adjoining the districts shall be 75 feet, except for buildings on lots adjoining GR-2 residential lots abutting New Hampshire Route 10A, where the minimum side setback shall be 10 feet and the minimum rear setback shall be 20 feet. The required front setback is 20 feet. For properties in the Institution district on which a setback line is shown on the Downtown Area Setback Line map, the minimum front setback is the distance established by the line shown on the Downtown Area Setback Line map. In all other cases, including the Main Wheelock District, there is no side or rear setback requirement.
- (3) Maximum building height in the I district is 60 feet, with the following exceptions:
 - a. The maximum building height is 35 feet within 150 feet of a GR, SR, RO and RR residential district; The maximum height of 60 feet is permitted for buildings at any distance from the Main Wheelock District.
 - b. For other height exceptions, see Section 505.1.

405.7 General Residence (GR)

A. Objective: Within any community that has a built-up area with organized community services such as fire and police protection and community water and sewer service, it is necessary to provide areas for high and moderate density residential dwellings in a range of dwelling units from single family to multi-family. The location of these units depends on the readily available community services and the existing or potential servicing of these areas by public water and sewer systems. Thus, these areas are found within or adjacent to the presently built-up area of the community. Four districts in the General Residence district are provided for. These districts have similar uses and special exceptions, with additional residential uses permitted in the GR-3 and GR-4 districts. The GR districts have different lot and planned residential development (PRD) regulations depending upon their accessibility, present density, and relationship to certain municipal services and facilities.

B. Uses are permitted only if all area and dimensional requirements in the table below are met.

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Hosted short-term rental
3. One-family dwelling
4. Two-family dwelling
5. PRD, which may include multi-family dwelling, in GR-3 and GR-4 only
6. Senior housing development, in
7. GR-3 and GR-4 only
8. Use accessory to permitted use

Uses allowed by special exception:

1. Child day care agency
2. Convalescent home
3. Nursing home
4. Essential service
5. Forestry
6. Governmental use: limited to public safety, education, recreation, service
7. Multi-family dwelling
8. Parking and ride facility on a lot that fronts on a state-numbered highway
9. Passenger station
10. Place of assembly
11. PRD, in GR-1 and GR-2 only
12. Senior housing development, in GR-1 and GR-2 only
13. Produce stand
14. Recreation, outdoor
15. Residential institution
16. Un-hosted short-term rental
17. Use accessory to special exception

C. Area and dimensions (for Class description see Section 509):

(1) Minimum lot dimensions:

District and Class		Minimum lot area	Area per additional dwelling unit	Minimum frontage ¹	Minimum front setback	Minimum side setback	Minimum rear setback
GR-1	Class 1	10,000 sf	5,000 sf	80 feet	30 feet ²	15 feet	20 feet
	Class 2	15,000 sf	10,000 sf	125 feet	30 feet ²	15 feet	30 feet
GR-2	Class 1	10,000 sf	3,000 sf for second dwelling unit; 2,000 sf each additional dwelling unit	80 feet	20 feet ²	10 feet	20 feet
GR-3	Class 1	21,780 sf	21,780 sf	80 feet	20 feet	10 feet	20 feet
GR-4	Class 1	5,000 sf	5,000 sf	60 feet	25 feet	15 feet	20 feet

¹For lots on the turnaround portion of cul-de-sacs, see Section 503.2.

²For lots in West End Neighborhood overlay district, see Section 406.2.

- (2) Maximum building height: 35 feet, except that maximum building height for a PRD in GR-4 may be increased to 45 feet subject to the limitations stated in Section 903.2 B(4); or as specified in Section 505.1.
- (3) Maximum building footprint and lot coverage:
 - a. For lots of 30,000 square feet or less, building footprint may not exceed 25% and lot coverage may not exceed 50%.
 - b. For lots of more than 30,000 square feet and GR properties fronting on West Wheelock Street or South Park Street the building footprint may not exceed 35% and lot coverage may not exceed 65%.
- (4) For senior housing development – each assisted living bedroom shall be counted as one dwelling unit for the purposes of determining the minimum lot area and area per additional dwelling unit in (1) above.

405.8 Single Residence (SR)

A. Objective: The designation Single Residence is for a district to provide for one-family dwelling units as is typical in many New England villages. With adequate safeguards, certain other types of uses such as forestry, agricultural and governmental uses will be permitted. These types of uses not only complement the single-family homes, but serve these homes as well. Three districts are provided in the Single Residence designation. In each of the districts, similar uses are allowed, but there are varying lot regulations depending on the location of the district’s present land development, and its relation to surrounding districts.

B. Uses:

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Hosted short-term rental
3. One-family dwelling
4. Open space subdivision in SR-1 and SR-2 only
5. Use accessory to permitted use

Uses allowed by special exception:

1. Adaptive re-use (SR-2 only)
2. Agriculture
3. Bed and breakfast
4. Child day care agency
5. Essential service
6. Forestry
7. Governmental use: limited to public safety, education, recreation
8. Place of assembly
9. Produce stand
10. Un-hosted short-term rental*
11. Use accessory to special exception

C. Area and Dimensions:

(1) Minimum lot dimensions:

District and Class		Minimum lot area	Minimum frontage ¹	Minimum front setback ²	Minimum side setback	Minimum rear setback
SR-1	Class 1	30,000 sf	130 feet	35 feet	20 feet	50 feet
	Class 2	60,000 sf	200 feet	35 feet	30 feet	75 feet
	Class 3	100,000 sf	300 feet	50 feet	30 feet	75 feet
SR-2	Class 1	15,000 sf	100 feet	35 feet	15 feet	40 feet
	Class 2	20,000 sf	125 feet	35 feet	20 feet	40 feet
SR-3	Class 1	10,000 sf	85 feet	30 feet	15 feet	20 feet

¹For lots on the turnaround portion of cul-de-sacs, see Section 503.2.

²For lots in West End Neighborhood overlay district, see Section 406.2 C (4)

- (2) Maximum building height: 35 feet
- (3) Maximum building footprint: 25 % of total lot area
- (4) Maximum lot coverage: 50 % of total lot area

405.9 Rural Residence (RR)

A. Objective: The Rural Residence district provides for the building of one-family dwellings outside of the built up section of the community where public water and sewer service are not generally available. Along with the rural residential use, other prime uses of the area are Forestry and Agriculture. As a special exception, certain other residential uses, special types of facilities, certain commercial establishments that are desirable in a rural area, and governmental facilities are provided for.

B. Uses:

Permitted uses:

1. Accessory dwelling unit, pursuant to Section 702.1
2. Agriculture
3. Forestry
4. Governmental use: limited to education, recreation
5. Hosted short-term rental
6. Manufactured house subdivision
7. One-family dwelling
8. Two-family dwelling
9. Open space subdivision
10. Produce stand
11. Recreation, outdoor
12. Use accessory to permitted use

Uses allowed by special exception:

1. Adaptive re-use
2. Agriculture, forestry and environmental research and education
3. Bed and breakfast
4. Care and treatment of animals
5. Child day care agency
6. Essential service
7. Governmental use: limited to public safety, service, cemetery, parking, garbage disposal
8. Ground-mounted solar energy system
9. Manufactured house park
10. Outdoor storage
11. Passenger station
12. Place of assembly
13. Primary and secondary education
14. Removal of natural material
15. Rooming house
16. Sawmill
17. Sawmill, temporary
18. Structure associated with outdoor recreation
19. Un-hosted short-term rental
20. Use accessory to special exception

C. Area and Dimensions:

	Lot in a minor subdivision	Lot in a major subdivision
(1) Minimum lot area:	3 acres	10 acres
(2) Minimum lot frontage (with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2):	200 feet	400 feet

C. Area and Dimensions: (continued)

	Lot in a minor subdivision	Lot in a major subdivision
(3) Minimum front, side, and rear setbacks:	50 feet	50 feet
(4) Maximum building height:	35 feet	35 feet

405.10 Forestry and Recreation (F)

A. Objective: Much of Hanover, due to its steep slopes, remoteness, types of soils and similar limiting factors, should have a very low intensity of use in order not to permanently damage the land and not to cause undue burdens on the Town for providing municipal services. In these areas, the primary land use will be forestry with some agricultural operations. Another acceptable land use for such an area is recreation, mainly of the outdoor type. Residential use, because of the inaccessibility and remoteness of much of this land, is limited to seasonal dwellings and then only as a special exception. Certain other land uses in selected areas of the Forestry District will be allowed as special exceptions, including certain limited commercial, recreational pursuits, removal of earth and other limited governmental and commercial activities that will not be harmful to the area.

It is intended that land in the F District shall not be used for occupancy on any continuing basis that would require public services including furnishing transportation for school purposes or furnishing police and fire protection except for buildings used for second or vacation homes.

B. Uses:

Permitted uses:

1. Agriculture
2. Forestry
3. Governmental use: limited to recreation
4. Hosted short-term rental
5. Parking associated with recreation area
6. Produce stand
7. Recreation, outdoor
8. Sawmill, temporary
9. Un-hosted short-term rental, seasonal
10. Use accessory to permitted use

Uses allowed by special exception:

1. Agriculture, forestry and environmental research and education
2. Communication/tele-communication facility
3. Essential service
4. Governmental use: limited to public safety, service, garbage disposal, cemetery, parking
5. Ground-mounted solar energy system
6. Removal of natural materials
7. Sawmill
8. Seasonal dwelling
9. Structure associated with outdoor recreation
10. Use accessory to special exception

C. Area and Dimensions:

- (1) Minimum lot area: 50 acres
- (2) Minimum lot frontage: 400 feet, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.
- (3) Minimum front, side, and rear setbacks: 100 feet
- (4) Maximum building height: 30 feet, which may be increased to 40 feet for non-habitable outdoor recreation structures only

D. New roads, public or private, are not permitted in order to avoid the excessive costs of road maintenance, snow removal, and school transportation.

405.11 Natural Preserve (NP)

A. Objective: Fragile and unique land areas should have the least intensity of use. They can support on a limited basis certain outdoor recreational activities and associated uses. Most of these areas have been acquired by the Town of Hanover for the purpose of preserving said areas in their natural state for recreation, conservation, education, and protection of scenery, woodlands, wetlands, ponds, stream banks, and steep slopes. Town owned lands are held and utilized consistent with the purposes of New Hampshire Revised Statutes Annotated (RSA) 36-A and shall be under the supervision of the Hanover Conservation Commission. Other land in this district has been designated by the landowner for inclusion in such a district. Uses will be prohibited in this district that are inconsistent with the conservation of scenic characteristics and ecological processes.

B. Uses:

Permitted uses:

1. Conservation
2. Forestry
3. Pedestrian trails
4. Use accessory to permitted use

Uses allowed by special exception:

1. Essential service
2. Governmental use: limited to recreation, parking (for recreation area)
3. Recreation, outdoor
4. Structure associated with outdoor recreation
5. Use accessory to special exception

C. Area and Dimensions:

- (1) Minimum lot area: 2 acres
- (2) Minimum lot frontage: 300 feet, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2
- (3) Minimum front, side, and rear setbacks: 50 feet
- (4) Maximum building height: 20 feet

405.12 Goose Pond Zoning District (GP)

A. Objective: The Goose Pond zoning district is established to distinguish the unique neighborhood around Goose Pond from surrounding areas. The Goose Pond district is an area of traditional seasonal summer camps and cottages that surround and front on Goose Pond. The primary land use is seasonal residences whose inhabitants use Goose Pond and the surrounding area recreationally. Therefore, reliable water quality, Class B or better, in Goose Pond is critical to the continued recreational use of the Pond and to the wildlife which lives in and around the pond. The residential use of Goose Pond was established and developed prior to town-wide zoning. Upon adoption of the first town-wide zoning, the Goose Pond area was classified with the Forestry district. The Goose Pond area is sufficiently distinct from the Forestry district with respect to use, building size and configuration, lot size, residential density and proximity to the waterfront of Goose Pond that a new zoning district is appropriate. The geographical boundaries of the Goose Pond district reflect these distinctions.

- (1) The Goose Pond District is fully subdivided and increases in either the density of residences or additional uses are prohibited. District regulations have been established to ensure these restrictions will be enforced.
- (2) Uses permitted in the area are consistent with the dominant seasonal residential use and strong orientation to Goose Pond. Recognizing that residents are concerned with the quiet enjoyment of their property and the pond, commercial uses and other uses that are acceptable in the surrounding Forestry district are not compatible with this concept. Of paramount importance is maintaining the water quality in Goose Pond so that it is safe for swimming and other water based recreational activities and can support a healthy aquatic ecosystem. Therefore, the use of NH DES approved advanced septic technology in lieu of traditional leach fields is encouraged.

B. Uses:

Permitted uses:

1. Hosted short-term rental
2. Seasonal dwelling
3. Un-hosted short-term rental, seasonal
4. Use accessory to permitted use

Uses allowed by special exception:

1. Essential service
2. Use accessory to special exception

C. Area and dimension: for waterfront lots:

- (1) Minimum lot area: 21,570 square feet
- (2) Minimum lot frontage, measured along the edge of the right-of-way providing access to the lot: 75 feet
- (3) Minimum front setback: 20 feet
- (4) Minimum side and rear setbacks: 10 feet
- (5) Minimum setback from top of bank: 50 feet
- (6) Maximum building height: 24 feet, measured from the Goose Pond waterfront side of the building

- (7) Maximum aggregate building footprint: may not exceed 5.5 % of the lot area or 1200 square feet, whichever is the smaller number
- (8) Maximum lot coverage: 8%

D. Area and dimension: for lots with no water frontage:

- (1) Minimum lot area: 21,570 square feet
- (2) Minimum lot frontage, measured along the edge of the right-of-way providing access to the lot: 100 feet
- (3) Minimum front setback: 30 feet
- (4) Minimum side and rear setbacks: 10 feet
- (5) Maximum building height: 24 feet
- (6) Maximum aggregate building footprint: may not exceed 5.5 % of the lot area expressed in square feet or 1200 square feet, whichever is the smaller number
- (7) Maximum lot coverage: 8%

E. Other restrictions:

- (1) No new lot may be created in the Goose Pond district, except that lot mergers and boundary line adjustments that do not make a lot more non-conforming are permitted.
- (2) In recognition that many waterfront lots cannot reasonably accommodate development respecting the 75 foot water resource buffer set forth in Section 1103, waterfront lots in the Goose Pond District may be developed as follows:
 - a. Excepting water dependent structures, new structures on waterfront lots must be 50 feet from the top of the bank of Goose Pond.
 - b. On a waterfront lot, any addition to an existing building or replacement structure shall be either:
 - (i) No closer than 50 feet from the edge of Goose Pond; or
 - (ii) Located on the existing footprint; or
 - (iii) Located no closer to Goose Pond than the closest point of the existing building edge that is farthest from and most nearly parallel to Goose Pond.
 - c. In addition to New Hampshire Department of Environmental Services review and approval, all new and replacement septic systems shall also be reviewed pursuant to Section 1102.7.
 - d. No deck or porch may be enclosed unless it is a minimum of 50 feet from the top of the bank of Goose Pond.

405.13 Main Wheelock District (MWD)

A. Objective: The Main Wheelock District is established to promote increased residential use in and near downtown Hanover within transit, sidewalk, and water and sewer service areas. This is a pedestrian-oriented neighborhood served by both the Appalachian Trail and a high volume vehicular gateway to the College campus and Hanover’s commercial center.

The goal of the Main Wheelock District is to increase the number of residential units. Limited retail use is permitted as a convenience to the residents of the neighborhood.

A number of development tools are provided to allow flexibility in building massing, housing unit arrangement, and satisfaction of parking requirements. A variety of parking situations may satisfy the required parking.

Public and private investments will be used to improve safety for motorists, pedestrians and bicyclists and maintain the infrastructure needed to support the safe use of this busy place.

Architectural standards for the Main Wheelock District are included in the Site Plan Regulations in order to optimize the impact of the residential use of the area and reinforce the aesthetic standards of development in Hanover.

B. Uses:

Permitted uses:

1. Single family dwelling
2. Two-family dwelling
3. Multi-family dwelling
4. Parking facility
5. Use accessory to permitted use

Uses allowed by special exception:

1. Neighborhood retail sales
2. Restaurant
3. Property management office
4. Laundromat
5. Use accessory to special exception

C. Area and dimension:

- (1) Minimum lot size: 10,000 square feet
- (2) Minimum front setback: 10 feet
- (3) Minimum rear setback:
 - adjacent to I district: 0 feet
 - adjacent to a residential district: 10’
- (4) Yard: each building must have at least a 5-foot side yard
- (5) Building front wall in build-to area: Existing buildings within the front setback are not required to comply with build-to area provisions set forth below. For new building(s) situated frontmost on the lot, there is a requirement that a percentage of the building’s front wall, as detailed in the table below, be constructed in the build-to area. Any additional building(s) on the lot situated behind the frontmost building shall be exempt from the requirement of building a front wall in the build-to area.

(5) (continued)

Building Length	Length of Building Front in Build-to Area	
	Minimum	Maximum
Less than or equal to 30 feet	75%	100%
Over 30 feet long		
With 3 or 4 stories in Build-to area	50%	60%
With 3 stories in Build-to area & 4 th story not in Build-to area	50%	70%
With 4 stories:		
Entire 1 st story in Build-to area;		
No portion of 4 th story in Build-to area;	60%	80%
Lengths of 2 nd & 3 rd stories in Build-to area		

To avoid long, monotonous building fronts, the minimum number of sections of building fronts must be as follows:

Distribution of Building in Build-to Area

Building Length	Minimum number of sections of building fronts
Over 30 feet but less than 90 feet	2
90 feet or more, and less than 210 feet	3
210 feet or more, and less than 450 feet	5

(6) Building height: Buildings may be no more than four stories above a garage or basement level. The maximum building height is 60 feet for lots fronting on West Wheelock Street. Should a lot not have frontage on West Wheelock Street, the maximum building height is 35 feet.

Elevator overruns and accessibility features on the roof are not counted in the determination of building height; however, these features may rise no more than 15 feet above the roof and may not be located in the build-to area.

D. Other provisions:

1. Building arrangement
 - a) With the adjacent property owner’s permission and recorded easements, footings for a building on one lot may extend onto the adjacent property.
 - b) More than one principal building and use may be located on a lot.

2. Parking standards
 - a) In-district parking facilities for use by residents, guests and businesses in the district must be provided as specified in Section 1002; and
 - b) Out-of-district parking spaces located in the I and D districts may be used to satisfy the parking requirements in Section 1002.
3. Sheltered bicycle parking
One sheltered, secure bicycle parking space must be provided for every four bedrooms.
4. Non-residential uses
Each non-residential use must:
 - a) not occupy more than 1000 square feet, except for Parking Facility which may be larger in size; and
 - b) be located only on lots that front on West Wheelock Street.

406 Overlay districts

406.1 The Flood Plain overlay district is established by and in accordance with Article XI of the Ordinance.

406.2 West End Neighborhood Overlay District

- A.** There is hereby created the West End Neighborhood Overlay district. The boundaries of the West End Neighborhood Overlay district are established on the map entitled “West End Neighborhood,” which is on file in the offices of the Town of Hanover and is hereby made part of this Ordinance. For purposes of identification, the signature of the Director of the Office of Planning and Zoning as of the date of adoption is indicated.
- B.** The West End Neighborhood Overlay District is established to achieve the following objectives:
- (1) To protect the distinctive characteristics of the neighborhood’s character and streetscapes as those of a New England small town, in a manner that is supported by Hanover’s Master Plan;
 - (2) To encourage change and reinvestment within the neighborhood in a manner that reinforces its existing character and streetscapes; and
 - (3) To retain and enhance the pedestrian-friendly nature of neighborhood streetscapes through an emphasis on pedestrian entries, windows facing the street, active living space oriented to the street, and garages and blank walls oriented away from the street, consistent with prevailing patterns in the neighborhood.
- C.** All new construction must conform to the following developmental standards:
- (1) Any garages proposed to be built, relocated or expanded, must be located behind or beneath the principal building or perpendicular to the side of the principal building with vehicular openings not facing the street, or, if located with vehicular openings facing the street, whether attached to or detached from the principal building, be set back at least three feet from the building front line of the principal building. Vehicular openings may be no greater than one-third the overall width of the entire street elevation. For purposes of this section, a lot may have only one building front line and that line is on the side with a pedestrian entrance.
 - (2) Buildings must face the street so that windows and the main pedestrian entrance will be visible from and oriented to the street. Windows and pedestrian doorways must comprise a minimum of 15 percent of the front building walls facing the street excluding the roof but including roof dormers with vertical windows. Fenestration patterns must be designed so as to avoid blank garage walls facing the street.
 - (3) Buildings may not be set back farther from the street than the average set back of the residential properties on the same side of the block.

- (4) The front setback is established by the principal building that exists on the lot as of May 8, 2012. If there is no building on the lot, the front setback is established by the provisions of Section 504.2 front setbacks.
- (5) Unenclosed, unscreened porches with roofs may project eight feet into the required front yard setback, but may be no closer than ten feet to the front property line.

ARTICLE V. GENERAL PROVISIONS

501 Lots

501.1 A lot must be of sufficient size to meet the requirements of this Ordinance for use, coverage, area, setback allowance, and open space and will have frontage on an improved public street or other means of access approved in accordance with New Hampshire statute. Every lot created by subdivision or lot line adjustment must meet the requirements of this Ordinance.

501.2 No lot may be reduced in area, setbacks, frontage, coverage, or any other dimension so that the requirements established for the district or districts in which it is located cannot be met, except when part of the lot is taken for public purpose.

501.3 A lot, including those on the turnaround portion of a cul-de-sac, must be of such a dimension as to permit the placement within the lot of a square box each side of which is equal to the minimum frontage requirement established for the zoning district in which the lot is located.

501.4 A lot that meets the requirements of this Ordinance in effect at the time the lot was created may be used for any use permitted or allowed by special exception in this Ordinance for the zoning district in which the lot is located, subject to any area requirements established by this Ordinance.

501.5 All lots shown on a subdivision plan that has received final plat approval from the Planning Board are separate lots regardless of whether there is separate ownership or common ownership of contiguous lots.

502 Lot area

502.1 The calculation of the size of a lot includes the total horizontal land and waterbody area within the boundaries of a lot, including steep slopes, except as provided below.

- A. For the purpose of calculating density for major subdivisions in the RR district, lot size excludes 100 percent of the area occupied by water bodies, flood plains, wetlands, and any steep slope area. Land subject to two or more overlapping reductions counts as a single exclusion.
- B. For any new subdivision, the calculation of the size of each lot includes lands with non-steep slopes whose total area must be at least 75 percent of the applicable minimum lot area requirement. At least 75 percent of any gross tract area to which a residential density factor is being applied must consist of lands with slopes no steeper than 25 percent. These minimum non-steep areas will be increased if necessary to accommodate areas of sufficient size and configuration for all required utilities such as sewage disposal and water supply; for lots or tracts with on-site septic tank and leach fields, such non-steep areas must include locations for both a primary and secondary leach field.

503 Lot Frontage

503.1 The frontage of a lot is measured along its common boundary with a street line. Minimum lot frontage is measured along a contiguous, uninterrupted boundary line.

503.2 Notwithstanding minimum lot frontages required by this Ordinance, the minimum street frontage required for lots on the turnaround portion of a cul-de-sac in all districts is 80 feet. A lot is considered to be on the turnaround portion of a cul-de-sac if 50 percent or more of the lot frontage is located on the turnaround portion.

503.3 A lot that abuts more than one street must provide the required minimum frontage along every abutting street, except that in the D districts the minimum lot frontage is required on no more than two streets. Any portion of a lot abutting a street is considered a front yard for the purposes of this Ordinance.

504 Setbacks

504.1 Every part of a required setback must be open from grade level to the sky, unobstructed, with the following exceptions:

- A. Ordinary projections of sills, cornices, pilasters, chimneys, and eaves may extend up to two feet into any required setback.
- B. Bus shelters and public utility structures or equipment, including but not limited to water and wastewater treatment and filtration plants and appurtenances that because of function cannot reasonably be located elsewhere may be located wholly or partially within a required setback.
- C. A garage, carport, or any accessory building, whether or not attached to the principal structure, not exceeding 15 feet in height and no part of which is used as a dwelling space, as well as a deck, a patio, an unenclosed and unscreened porch, a ground-mounted solar energy system, a swimming pool or tennis court, may be located within the side or rear setback, but with no part of the structure closer than ten feet to the side or rear lot line. For ground mounted solar energy systems, the height provisions of 505.2.I apply. This exception does not apply to any lot within the BM, B, D, OL, or I district that adjoins a residential district.

504.2 The following standards govern front setbacks.

- A. Any lot line contiguous to a street is deemed to be a front lot line; a lot fronting on two streets has two front lot lines, two side lot lines, and no rear lot line; a lot fronting on three streets is deemed to have three front lot lines, one side lot line, and no rear lot line.
- B. No building may be built nearer to any street line than the minimum front setback specified in Article IV, with the following exception: where the average front building line setback of the existing buildings, provided there are at least two on the same side of the street in the same block, but not more than 300 feet distant along the street from the subject lot, is less than the depth specified in Article IV, such average setback is the required front setback.

- C. No structure, whether attached to the principal structure or not, whether open or enclosed, and whether above or at previously existing grade level, may project into a required front setback specified in Article IV, including porches, carports, balconies or platforms, with the following exceptions:
- (1) Driveways;
 - (2) Signs;
 - (3) The growing and cultivation of trees, shrubs, flowers, and gardens not conducted as gainful business;
 - (4) Elements in the D, RO, OL and GR-4 districts, including entrances, awnings, colonnades, porches, balconies, and bay windows, may, provided that such elements:
 - a. Do not project into the front setback along the building's frontage more than 35 percent of that building's frontage,
 - b. Do not intrude upon an existing or future ten-foot sidewalk located within the setback, and
 - c. In the RO, OL and GR-4 districts, protrude no more than five feet into the setback;
 - (5) Utility connections that protrude above grade;
 - (6) Structures that are entirely below finished grade, or in the case of underground structures that are above- and below-grade, to the underground portion of such structures;
 - (7) In the D and I districts, additional elements that project into the required front setback area on properties to which the Downtown Area Setback Map pertains, provided that such elements do not intrude upon an existing or future ten-foot sidewalk located within the setback.
 - (8) Produce stands; and
 - (9) Unenclosed, unscreened porches with roofs in the West End Neighborhood Overlay district, pursuant to 405.

505 Height standards for buildings and other structures

505.1 The height of any building is the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat and mansard roofs, not including any parapet less than two feet high, and to the average height between the eaves and the ridge for other types of roofs including the upper slope of gambrel roofs.

- A. The maximum building height for a building in the B or D-1 district may be increased to 50 feet by special exception, and the maximum building height for a building in the BM or OL district may be increased to 60 feet by special exception, provided that the following conditions are met and become conditions of the special exception approval.
- (1) Plans for the building have been submitted to the Hanover Fire Department or that town official properly designated for the enforcement of the appropriate construction, fire prevention, and life safety codes at least 15

days in advance of the hearing requesting a special exception. Plans must be furnished in such detail as is necessary to allow the Fire Chief to prepare comments concerning compliance of the proposed construction with those ordinances related to fire resistant construction and safety.

- (2) No part of the building in excess of any height established for the district is closer than 50 feet to any district boundary other than a common boundary shared by D-1, D-2, or I districts.
 - (3) Appropriate open space is maintained in association with the excepted building. The floor area ratio may not exceed three, and the open space ratio may not be less than four. Of the open space, not more than one-third may be used for walks, drives and parking areas.
 - (4) The proposed building is not located or designed so as to obstruct or materially impair a view or vista of outstanding distinction unless the Zoning Board of Adjustment finds that the intended function of the building, either alone or in relation to other facilities, precludes any change in its proposed design or location that would be more consistent with preserving the view or vista involved.
 - (5) The excess height will not adversely affect unduly, adjacent property owners or the Town by blocking light or air, or by inducing undue traffic congestion on public streets in the vicinity.
 - (6) The building height measured from any face other than the front may not be in excess of 15 feet above the maximum building height allowable in any district under the provisions of this subsection.
 - (7) The special exception sought is otherwise appropriate under any other applicable provisions of this Ordinance.
- B. (1) To allow heights of buildings within 150 feet of a public street in the I district to conform with the site topography, height of the front face of such buildings may not exceed 60 feet as measured for buildings generally. Where such a building is located on land that slopes downward from the street, no other point on the building face may exceed 75 feet as measured from any point of finished grade directly up to the highest point of the roof for flat and mansard roofs, not including any parapet less than two feet high, and to the average height between the eaves and the ridge for other types of roofs including the upper slope of gambrel roofs. Where such a building is located on land that slopes upward from the street, no other point on any building face may exceed 60 feet as measured from any point of finished grade directly up to the highest point of the roof for flat and mansard roofs, not including any parapet less than two feet high, and to the average height between the eaves and the ridge for other types of roofs including the upper slope of gambrel roofs. The exceptions provided in Section 505.2 apply.
- (2) In the Institution zone for buildings not within 150' of a public street and located on a sloping site, uppermost building height on the uphill side of the building shall not exceed sixty (60) feet (as defined under Section 505.1 above).

No other point on any building face shall exceed seventy-five (75) feet as measured from any point of finished grade directly up to the highest point of the roof for flat and mansard roofs, not including any parapet less than 2 feet high, and to the average height between the eaves and the ridge for other types of roofs including the upper slope of gambrel roofs.

The exceptions provided in Section 505.2 apply.

505.2 The height of structures other than buildings is the vertical distance measured from the ground level at the base of the structure to the highest point of the structure, including any antenna on the structure.

- A. Flagpoles may extend no more than 20 feet above the building height limit established for the district.
- B. Chimneys, spires, and lightning rods located on a principal structure may extend above the building height limit established for the district, but may not extend more than 20 feet above the roof of the principal structure.
- C. The total area of all towers, theatrical stage houses, mechanical penthouses or like superstructures not used for human occupancy, located on a principal structure, may not exceed 80 percent of the area of the floor immediately beneath and may not extend more than 20 feet above the building height limit established for the district.
- D. Free-standing chimneys over 15 feet in height are permitted only by special exception.
- E. The combination of wall(s), retaining wall(s) and fence(s) located within the building setback and within ten (10) feet of another wall, retaining wall or fence must not exceed 4 feet in height, as measured from the original grade.
- F. Radio or TV antennae for private, non-commercial reception may extend above the building height limit established for the district and may be located on the roof of a principal structure, but not be located in the required front, side, or rear setback.
- G. In the D and I zoning districts, building-mounted solar energy systems may extend no more than 20 feet above the building height limit established for the district.
- H. In all districts except the D and I zoning districts, building-mounted solar energy systems may exceed the height limit provided they are not visible from any abutting public way.
- I. In all districts except the D and I zoning districts, ground-mounted solar energy systems may not exceed the maximum building height established for the district.
- J. In all districts except the B, D and I zoning district, a ground mounted solar energy system located in the side or rear setback is allowed no higher than eighteen feet.

Table Summarizing Section 505 Height Limits for Solar Energy Systems

ZONING DISTRICT	HEIGHT NOT IN SETBACK	HEIGHT	HEIGHT IN SETBACK
	Ground-mounted	Building-mounted	Ground-mounted
SR	Same as building height	No limit; must not be visible from any abutting public way	18 feet
GR	Same as building height	No limit; must not be visible from any abutting public way	18 feet
RR	Same as building height	No limit; must not be visible from any abutting public way	18 feet
RO	Same as building height	No limit; must not be visible from any abutting public way	18 feet
GP	Same as building height	No limit; must not be visible from any abutting public way	18 feet
F	Same as building height	No limit; must not be visible from any abutting public way	18 feet
I	18 feet	≤ 20 feet higher than building height limit	Not permitted
D	Not permitted	≤ 20 feet higher than building height limit	Not permitted
OL	Same as building height	No limit; must not be visible from any abutting public way	18 feet
B	Not permitted	No limit; must not be visible from any abutting public way	Not permitted
BM	Same as building height	No limit; must not be visible from any abutting public way	18 feet

506 Open space standards

506.1 Required open space must generally be unfragmented, contiguous, and continuous, that is, not interrupted by buildings, roads, driveways or other improvements that support development of the site. Smaller, discrete areas of open space on the development parcel may be considered open space when such areas serve the open space goals of the Hanover Master Plan and when the small area contributes to the protection of natural

features that cross a property line or when such an area serves the open space needs of the residents of the development.

506.2 Space required under these regulations to satisfy area, setback or other open space requirements in relation to one building are not counted as part of a required open space for any other building.

507 Lots in more than one district

507.1 Where a zoning district boundary line crosses a lot of record at the time such line is adopted, the requirements of this Ordinance for a district apply to that portion of the lot included in that district, except that a less restrictive requirement may be extended not more than 30 feet (100 feet in the RR district) into the portion of the lot under greater restriction, provided that the lot has frontage on a street in the less restrictive district.

507.2 A new lot may be created, whether by subdivision, lot line adjustment or by merger, with land in more than one zoning district provided only that the portions of land in each zoning district within the new lot separately meet the area requirement for that zoning district, as defined in Article IV, in which they reside. This applies only when part of the land used to create a new lot is located in the F, NP or RR district. The land in each district will be used only for those uses permitted, or allowed by Special Exception, for that district.

508 Conservation lot

The designation of a lot as conservation lot must be approved by the Planning Board, which may waive the minimum lot frontage required for the district, provided that the following conditions are met:

- A. The lot has adequate access, either by road frontage or by access deeded in fee or by easement, as approved by the Planning Board.
- B. The lot is protected permanently through the grant of a conservation easement to a governmental agency or a conservation organization approved by the Planning Board in consultation with the Conservation Commission. Such conservation easement will restrict the uses of the lot to silviculture, agriculture, and non-commercial outdoor recreation conducted in accordance with recognized conservation practices and will otherwise be in form and substance satisfactory to the Planning Board in consultation with the Conservation Commission.

509 Classification of lots by water source and sewage system

509.1 Lots in the OL, GR, SR, and BM districts are classified with respect to water supply and sewage disposal as follows:

Class 1	Off-lot water and sewage disposal
Class 2	Off-lot water or sewage disposal
Class 3	On-lot water and sewage disposal

509.2 In considering an application for the construction of one or more dwelling units on a lot in the OL, GR, SR, or BM district, the Zoning Administrator shall first determine the classification of the lot in accordance with this section and:

- A. In an application for a single dwelling unit on a single lot, determine whether the lot satisfies the minimum lot size provision for such lot as set forth in this Ordinance.
- B. In an application for more than one dwelling unit on a single lot, calculate the maximum number of such dwelling units that may be located on the lot in accordance with the requirements set forth in this Ordinance. In all such calculations, the result will be rounded down to the nearest whole number.

510 Building characteristics

510.1 Buildings in the RO district will have and maintain a residential scale and appearance, in keeping with the objective for the district set forth in this Ordinance. The number of dwelling units on each property as of May 11, 2004 may not be reduced as a result of the introduction or expansion of office, professional office, restaurant, or retail sales use on the property. Any dwelling units used to satisfy the requirements of this section must contain at least two bedrooms if any portion of the lot lies within 100 feet of the front property line along Lyme Road.

510.2 In order to promote architectural compatibility with nearby residential properties, buildings located in whole or in part within 100 feet of the front property line along Lyme Road in RO or GR districts must have individual building footprints of not more than 3,000 square feet, and buildings must be multi-story and include two or three habitable floors.

510.3 Buildings located in whole or in part within 100 feet of the front property line along Lyme Road in a B, RO, OL, or GR district must address any guidelines for Lyme Road building characteristics contained in the Hanover Site Plan Regulations.

511 Obstruction of vision

On a corner lot in any zoning district, within the triangle formed by the two front lot lines and a third, straight line joining points on the front lot lines 25 feet from their intersection, there may be no obstruction to vision between the heights of three feet and ten feet above the average grade of each street. By special exception, the Zoning Board of Adjustment may waive this requirement in BM, B, D, MWD, OL, and I districts.

512 Screening of service areas and tanks

512.1 In any district all areas designated, used, or intended to be used as service areas for any building or land use other than one-family and two-family dwelling units must be screened from view with a wall or a solid fence or a fence and evergreens to a height of at least five feet above grade level, on all sides of the service area facing a residential district or land in residential use.

512.2 In the GR and SR districts, any above-ground fuel tank with a capacity of more than 120 gallons must be screened from view from abutting properties.

513 Exterior lighting

Exterior lighting in conjunction with commercial, industrial, institutional, public, semi-public uses, and residential accessory uses such as for swimming pools and tennis courts must be installed and operated in such a way that provisions are made in directing the lighting, screening, or other means in order to protect adjacent residential uses from unreasonable illumination.

514 Noise standards

514.1 Noise beyond the limits set forth in this section are prohibited:

Districts	Maximum permissible A-weighted sound level measured at the adjoining property line	
	By day: 7 a.m. to 7 p.m.	By night: 7 p.m. to 7 a.m.
F, GP, GR, MWD, NP, RO, SR, RR	60 decibels	50 decibels
B, BM, D, I, OL	70 decibels	55 decibels

514.2 Measurement of Noise:

- A. Noise level is measured with a sound meter that meets the standards of the American Standards Institute and is set to the A-weighted response scale and the meter to the slow response. Measurements must be conducted in accordance with ANSI S 12.31 and S 12.32 American Standard Meter for the Physical Measurement of Sound.
- B. The slow meter response of the sound-level meter will be used in order to best determine that the amplitude has not exceeded the limiting noise level set forth in Section 514.1.
- C. Along common boundaries of the MWD and any SR or GR district, noise measurements must be taken at the elevation of the foundation of the closest residential structure in the SR or GR district.

514.3 The following uses and activities are exempt from the provisions of this section:

- A. Safety signals, warning devices, emergency relief valves, emergency generators, and other emergency equipment when tested for functionality during initial installation or in operation due to an emergency;
- B. Unamplified human voices and crowd noises generated at gatherings open to the public; and
- C. Power tools, including lawn mowers, snow blowers and chain saws, when used for the construction or maintenance of property.

514.4 Safety signals, warning devices, emergency relief valves, emergency generators, and other emergency equipment may be tested for functionality after installation provided such testing takes place during the day as established by this section and the noise

produced does not exceed the daytime decibel level established for the district in which the equipment is located.

515 Temporary uses and structures

515.1 The Zoning Administrator may issue a temporary permit for a non-conforming use incidental to a construction project, provided the owner agrees to remove the structure or use upon expiration of the permit. A temporary permit is valid for a period not exceeding one year and may be renewed upon application for an additional period of one year, to a maximum of three years, as long as construction is active.

515.2 Temporary structures and uses incidental to construction projects that have received site plan approval are considered permitted accessory uses on the site and do not require a temporary permit for the period of construction, provided that the extent and location of fencing and the general layout of temporary structures and uses have been shown on a separate sheet of the site plan approved by the Planning Board. Such incidental structures and uses include but are not limited to: construction fencing; construction safety and directional signs; other construction and project signs; construction trailers, vehicles, and equipment; portable toilets and lavatories; and lumber, metal, drywall, cement, fittings, forms and other construction materials.

515.3 The Zoning Administrator may issue a temporary permit, for a period not exceeding 18 months, to allow the use of a temporary access structure such as a handicap ramp to enable a disabled individual to more easily and safely enter and exit a residence. A temporary permit for disabled access is terminated when the disabled individual no longer has need to enter and exit the residence or when the owner is granted a variance to accommodate disabilities by the Zoning Board of Adjustment. A temporary access structure requires the issuance of a building permit and must meet all building code regulations.

516 Abandonment of structures

516.1 Within six months after work on an excavation for a structure has begun, any remaining excavation must be covered by approved construction or filled to normal grade by the owner.

516.2 Within six months after a permanent or temporary structure has been destroyed, demolished, or abandoned, all structural materials must be removed from the site, and the excavation thus remaining must be covered over by approved construction or filled to the normal grade by the owner.

516.3 No structure in process of completion or demolition and no ruins from fire or similar destructive cause may be abandoned in a disorderly or hazardous state. Such structure will be considered to have been abandoned when:

- A. Initiated work has been discontinued with the owner's consent for 30 or more consecutive days or for more than 30 days out of 60 days, or
- B. Work to remedy the improper condition has not been initiated within 90 days after the destructive event.

516.4 Abandoned excavations with slopes exceeding one horizontal to two vertical must be protected by a fence at least four feet in height.

517 Removal of natural material

517.1 In any district, the removal of soil, sand, gravel, or ledge for sale, except when incidental to construction of a building on the same lot, is permitted only when a plan for the rehabilitation of the site has been approved as a special exception by the Zoning Board of Adjustment, which may attach such additional conditions to its approval as it may find necessary for the safety and general welfare of the public. The following provisions apply:

- A. Before approval of any new or extension to a sand or gravel operation, the Zoning Board of Adjustment shall require the owner to file a performance bond with sufficient security satisfactory to the Town Manager, in an amount equivalent to ensure that upon completion of the extraction operation the site will be left in a safe, attractive, and useful condition. The owner shall submit a plan of proposed restoration to accomplish this end. The Zoning Board of Adjustment may waive the bond except in an amount equivalent to 25 percent of the full cost of the required restoration, only after the owner has presented financial statements and other information deemed necessary by the Zoning Board of Adjustment to determine the ability of the owner to satisfactorily comply with the provisions of this Ordinance. The full cost of the restoration will be in an amount determined by the Zoning Board of Adjustment. The bond will be approved as to form by town legal counsel. The condition of the bond will be to guarantee the satisfactory completion of the restoration plan approved by the Zoning Board of Adjustment.
- B. The removal of all material will be conducted so as not to result in damage to the land, giving due regard to the contours in the vicinity, such as leveling slopes and removing hills. The digging or creating of pits or steep slopes, except for exposed ledge, is not permitted, unless provision is made to refill any such pit.
- C. The excavation operation sites will be graded smooth and left in a neat condition. Except for exposed ledge, unvegetative cut slopes and spoil banks may not remain. The operation site must be fertilized, mulched, and reseeded so as to establish a firm cover of grass or other vegetation sufficient to prevent erosion under the supervision and to the satisfaction of the Town Manager.
- D. All surface drainage affected by excavation operations will be controlled by the owner to prevent erosion debris and other loose materials from filling any drainage course, street, or private property. All provisions to control natural drainage water must be approved by the Town Manager.
- E. No excavation or blasting may take place within 200 feet of any street or other property line.

517.2 No power-activated sorting machinery or equipment may be located within 300 feet of any street or other property line, and all such machinery must be equipped with satisfactory dust elimination devices.

517.3 All excavation slopes in excess of one horizontal to one vertical must be adequately fenced as determined by the Town Manager.

517.4 Extension of an existing non-conforming operation is not permitted.

517.5 Stripping of topsoil for sale or for use on other lots, except as may be incidental to a construction project, is prohibited.

518 Redacted

519 Rentals

519.1 The owner of record of a property containing one or more rental units is solely responsible for compliance with the provisions of this section.

519.2.1 A non-owner-occupied one-family and two-family dwelling and un-sprinklered multi-family unit(s) unit may be rented as a residence for an unrelated family limited to three persons or a related family. No tenant may rent any space to additional roomers.

519.2.2 Fully sprinklered multi-family units may be rented as a residence with a maximum occupancy load of one person per 200 square feet gross floor area. No tenant may rent any space to additional roomers. (Chapters 30 and 31 of NFPA 101)

519.3 Rooms without separate cooking facilities may be rented in any owner occupied dwelling unit to not more than three non-transient persons. Rooms may not be rented in non-owner-occupied dwelling units. Off-street parking adequate for occupants of the rented rooms must be provided pursuant to Article X.

519.4 Short-term rental is subject to the following provisions:

- A. The use of rooms without separate cooking facilities in a one-family dwelling unit for hosted short-term rental to transient guests is permitted.
- B. The use of a one-family dwelling unit for un-hosted short-term rental to not more than three unrelated transient guests is permitted. Un-hosted short-term rental is not permitted in an accessory dwelling unit.
- C. Short-term rentals, hosted and un-hosted, are permitted for a total of 90 days in any calendar year, except that un-hosted rentals may not exceed 30 days within the 90 days permitted.
- D. Short-term rentals, hosted or un-hosted, are permitted only in a dwelling that is the principal residence of its owner. Short-term rentals, hosted or un-hosted, are not permitted in investor-owned dwellings.
- E. Seasonal short-term rental to transient guests is permitted only in seasonal dwellings and for not more than 182 days in any calendar year.
- F. All short-term and seasonal short-term rental uses must be duly registered by the Town.
- G. Off-street parking must be provided in accordance with Article X.

520 Affordable housing

520.1 A major subdivision, open space subdivision, multi-family residential development, senior housing development or planned residential development may include, as a density bonus, more than the number of lots or dwelling units allowed by this Ordinance when a portion of those lots or units is permanently affordable.

- A. The density bonus, or increase in the number of additional lots or dwelling units, may not be greater than 20 percent of the number of lots or dwelling units otherwise allowed by this Ordinance.
- B. The word “lot” in this section includes any subsequent development of a lot so that the lot and all fixed improvements on the lot comply with the applicable affordability standards set forth below.
- C. The calculation of the number of additional lots or units allowed is:
 - (1) For each two lots or units designated affordable at the 120 percent median family income (MFI) level, the developer will be entitled to one additional lot or unit with no affordability restrictions.
 - (2) For each lot or unit designated affordable at the 80 percent MFI level, the developer will be entitled to one additional lot or unit with no affordability restrictions.
 - (3) For each lot or unit designated affordable at the 50 percent MFI level, the developer will be entitled to two additional lots or units with no affordability restrictions.
 - (4) In cases where the above calculation results in a number of additional lots or dwelling units that is a fraction, the number will be rounded down to the nearest lesser integer.
- D. The minimum area and frontage of each lot may be reduced from those areas and lengths specified in this Ordinance in direct proportion, not to exceed 20 percent, to the increase in the number of lots permitted in a major or open space subdivision as allowed by this section.
- E. All lot dimensional requirements for front, side, and rear setbacks and building height and all parking space allowance requirements are as required by this Ordinance.
- F. An affordable senior housing development must comply with the design requirements of the Architectural Barrier-free Design Code for the State of New Hampshire, as amended, and must be licensed as may be required by appropriate state agencies.

520.2 Sections 520.1 A and 604 notwithstanding, in the RO district, affordable senior housing may be developed using a density bonus to increase the number of affordable senior housing units and may have more than one principal building on a single lot. The additional number of units may not be greater than 50 percent of the number of dwelling units otherwise allowed by this Ordinance. A development using this density bonus must reserve a minimum of 50 percent of their affordable units for low- and/or very-low-income households as defined by the USHUD.

520.3 Each lot or dwelling unit designated as affordable in the major subdivision, open space subdivision, multi-family residential development, or planned residential development must remain affordable in perpetuity.

- A. There will be a limitation of the resale price of the affordable lot or unit, and, in every transfer of the lot's or unit's ownership, a restriction of its resale to an income eligible-buyer, by means of a deed covenant or other suitable method specified in a legally enforceable document, applicable to the development and to each affordable lot or dwelling unit found by the Planning Board with the advice of the Hanover Affordable Housing Commission to be appropriate and effective for ensuring such perpetual affordability. In approving such lots or dwelling units, the Planning Board may specify that the applicant provide the means and methods sufficient, in the Planning Board's sole judgment, to guarantee continued affordability throughout the duration of the development.
- B. Such deed covenant or other legally enforceable document will specify that the Town of Hanover has legal right on its own volition, or through its duly designated agent, to monitor and ensure the continuing validity of such covenant or document and to renew or cause renewal of such covenant or document for the purpose of extending indefinitely and for as many times as necessary the continuing affordability of lots or dwelling units as originally approved by the Planning Board.
- C. Notwithstanding the above, the Town of Hanover agrees to subordinate its deed covenant or other legally enforceable document provided for in Section 520.3.A and B above to any and all agreements and documents from USHUD, the New Hampshire Housing Finance Authority or the US Department of Agriculture Rural Development, so long as said entities' agreements impose affordability requirements that are reasonably similar in scope to those proposed by the Town of Hanover.

520.4 For any developments claiming lots or additional units on the basis of affordability, the Hanover Affordable Housing Commission will assess the proposed affordability calculations and the proposed method of perpetual affordability conveyance and will provide the results of this assessment to the Planning Board prior to the submission by the developer to the Planning Board for approval of a development application.

520.5 The occupancy of an affordable rental lot or dwelling unit and the ownership and occupancy of an affordable owner-occupied lot or dwelling unit will be restricted to those households that, at the time of initial occupancy and/or ownership, are certified to meet but not exceed the median family income level appropriate to the affordable lot's or unit's income-level designation.

520.6 Because the density bonus is permitted for a development only as commensurate with the provision of affordable lots or dwelling units in that development as specified above, such lots or units will remain affordable for as long as the development remains legally in existence.

521 Impact fees

521.1 The Planning Board may, as a condition of approval of any site plan or subdivision and when consistent with applicable Hanover regulations, require an applicant to pay an impact fee for the applicant's fair share of off-site improvements to public facilities affected by the development. Nothing in this section may be construed to limit the authority of the Planning Board to:

- A. Disapprove proposed development that is scattered and premature, would require an excessive expenditure of public funds, or would otherwise violate applicable ordinances and regulations;
- B. Require off-site work to be performed by the applicant, in lieu of or in addition to paying an impact fee; or
- C. Impose other types of conditions of approval.

Nothing in this section may be construed to affect types of fees governed by other statutes, Town ordinances or regulations.

521.2 The Planning Board shall calculate the amount of any impact fee to be a proportional share of municipal capital improvement costs that is reasonably related to the capital needs created by the development, and to the benefits accruing to the development from the capital improvements financed by the fee. Impact fees may not be used for the upgrading of existing facilities and infrastructures, the need for which is not created by new development.

521.3 In accord with RSA 673:16 II and RSA 674:21 V(c), impact fees must be held in a separate, non-lapsing account, may not be commingled with other Town funds, and must be used solely for the capital improvements for which they were collected or to recoup the cost of capital improvements made in anticipation of the needs that the fees were collected to meet. Such fees may be paid out only upon order of the Planning Board or its designated agent.

521.4 An impact fee imposed under this section will be assessed prior to, or as a condition of, final subdivision or site plan approval, and will be collected prior to the issuance of any building permit or at such other time as specified by the Planning Board in its decision. In the interim between assessment and collection, the Planning Board may require a developer to provide a bond, letter of credit, or other suitable security so as to guarantee future payment of assessed impact fee.

521.5 Any portion of an impact fee that has not become encumbered or otherwise legally bound to be spent for the purpose for which it was collected will be refunded with any accrued interest:

- A. When a subdivision or site plan approval expires under the respective rules of the Planning Board or under the terms of a decision without having become vested under RSA 674:39, and without any extension having been granted by the Planning Board;
- B. When an approval is revoked under RSA 674:4-a; or

- C. Six years after its collection or, if any extension of approval is requested by the applicant and granted by the Planning Board, six years after such extension is granted.

521.6 The assessment of any impact fee by the Planning Board under the authority of this Ordinance cannot be appealed to the Zoning Board of Adjustment, but may be appealed only to the Superior Court as provided by RSA 677:15, in the same manner as any other Planning Board decision concerning a subdivision or site plan. Notwithstanding Article II of this Ordinance, the Zoning Board of Adjustment does not have authority to hear appeals of, or grant variances from, such an assessment.

522 Aircraft landings and take-offs

In accordance with New Hampshire Statutes, RSA 424:5, landings and take-offs of aircraft and facilities to accommodate them are prohibited and are not deemed to be an accessory use to another principal use. This prohibition does not apply to landings and take-offs of aircraft responding to an emergency call or situation.

523 Agriculture

523.1 No manure may be piled or stored within 100 feet of any highway or within 300 feet of any neighboring residence for more than 14 days.

523.2 Enclosures for the keeping of pigs or poultry may not be established within 50 feet of any highway or within 150 feet of any property line of a lot not used for the same purpose.

524 Development in and near cemeteries

Construction, excavation or building within a known burial site or cemetery or within 25 feet of the boundary of a known burial site or cemetery may be permitted by the Zoning Administrator, provided that:

- A. The proposal complies with all relevant requirements of this Ordinance.
- B. The Zoning Administrator has determined that the proposed construction, excavation, or building will not:
 - (1) disturb a grave, burial site or deeded lot;
 - (2) render a burial site or deeded lot inaccessible;
 - (3) adversely affect Town services and facilities;
 - (4) adversely affect the character of the area where the proposed construction, excavation, or building is located; and
 - (5) adversely affect the highways and sidewalks located in the area and the use thereof.
- C. The Hanover Director of Public Works and the Hanover Board of Selectmen have each set forth in writing their determination that he proposed construction, excavation, or building will not endanger public health and safety.

ARTICLE VI. PRINCIPAL USES

601 Permitted uses

Permitted uses are only those uses that are expressly listed as permitted uses for a given zoning district in Article IV of this Ordinance and are allowed only when the standards established by this Ordinance are met. Unless a variance, special exception, or action on an appeal from an administrative decision is required, the Zoning Administrator may issue a zoning permit for a permitted use.

602 Special exceptions

Uses of land and structures designated by this Ordinance as allowable only by special exception must be approved by the Zoning Board of Adjustment, in accordance with standards and procedures set forth in Article II of this Ordinance, prior to the issuance of a zoning permit.

603 Application of Zoning Ordinance

Any legal non-conforming use existing on the effective date of this ordinance may be continued indefinitely to the extent set forth in Article VIII of this Ordinance. Otherwise, no building or land shall hereafter be used or occupied and no building or part thereof may be erected, moved, or altered unless in conformity with the provisions of this Ordinance for the district in which it is located.

604 Principal buildings and uses

Except in the I, BM, OL, MWD, D, and B districts, there may be only one principal building and one principal use on a lot unless otherwise approved under the provisions of the Ordinance for self-contained residential developments or adaptive re-use.

605 Governmental uses

605.1 The state, county, town, or school district must give written notification as set forth in RSA 674:54 to the Board of Selectmen and the Planning Board of any proposed governmental use of property within its jurisdiction that constitutes a substantial change in use or a substantial new use. The Planning Board shall conduct a public hearing relative to the proposed governmental use. In the case of a governmental use proposed by the Town of Hanover or the Hanover or Dresden School Districts, if the relevant Town or School Meeting, Board of Selectmen, or School Board determines as a matter of policy that such use is subject to the same land use procedures as comparable private uses, then this section shall not apply, and the provisions of this Ordinance pertaining to non-governmental uses will instead be utilized.

605.2 Any use, construction, or development of land occurring on governmentally owned or occupied land, but which is not a governmental use as defined, is fully subject to the Town of Hanover Zoning Ordinance and land use regulations.

605.3 This section does not apply to:

- A. The layout or construction of public highways of any class or to the distribution line or transmission apparatus of governmental utilities, provided that the erection of a highway or utility easement across a parcel of land, may not in and of itself, be deemed to subdivide the remaining land into two or more lots or sites for conveyance for development purposes in the absence of subdivision approval. For the purposes of this subparagraph, “transmission apparatus” does not include wireless communication facilities.
- B. The erection, installation, or maintenance of poles, structures, conduits and cables, or wire in, under, or across any public highways under RSA 231, or licenses or lease for telecommunication facilities in, under, or across railroad rights of way. For purposes of this subparagraph, “structures” does not include wireless communication facilities.

606 Adaptive re-use

606.1 The purpose of adaptive re-use as a principal use by special exception is to allow for the continued viability of Hanover’s historic barns and other agricultural outbuildings that have outlived their original function but contribute to the historic, architectural, or cultural fabric of rural Hanover. Accordingly, an alternative use may be allowed within the current dimensions of a historic barn, subject to review and approval by the Zoning Board of Adjustment as a special exception as provided by this section.

606.2 Barns and other agricultural outbuildings eligible for adaptive re-use are limited to those that:

- A. Are currently located in Hanover;
- B. Are buildings of which a substantial portion was built before January 1, 1955;
- C. Are located on the same lot as they were situated as of the date of the adoption of this section, but not necessarily at the same location on the lot;
- D. Have a minimum footprint of 1,000 square feet; and
- E. Have historical or architectural significance to the Town, as determined by the Zoning Administrator by application of the following criteria:
 - (1) The building possesses integrity of location, design, materials, or workmanship and
 - (2) The building is associated with events that have made a significant contribution to our history or
 - (3) The building is associated with the lives of person(s) significant in our past or
 - (4) The building embodies the distinctive characteristics of type, period, method of construction or material culture, or possesses high artistic value or
 - (5) The building has yielded important historical information.

606.3 The applicant shall provide information regarding the structure’s historic or architectural significance, structural integrity, and relation to town agricultural history.

606.4 Structures determined to be appropriate for adaptive re-use may be put to one or more of the following uses in any zoning district where adaptive re-use is allowed as long as such re-use is permitted or approved as special exception:

- A. Any use permitted or allowed by special exception within the district in which the structure is located;
- B. Two-family dwelling, with a maximum of two units, each of which comprises at least 800 square feet;
- C. Education; and
- D. Home occupation.

606.5 In approving an adaptive re-use for one of the uses listed above, the Zoning Board of Adjustment shall ensure that:

- A. Adequate water supply capacity, wastewater system capacity, and off-street parking capacity exist to accommodate the proposed use;
- B. The lot conforms to the minimum lot size standards and to dimensional and setback standards set forth for lots in the district; and
- C. Any proposed exterior renovations are compatible with the original architectural design of the structure, including scale, proportion, textures, materials, historic details, and color, and visually maintains its historic integrity in accordance with the following standards:
 - (1) The historic character of a property should be retained and preserved. The removal of historic materials or alteration of exterior features and spaces that characterize a property should be avoided.
 - (2) Most properties change over time; those changes that have acquired historic significance in their own right should be retained and preserved.
 - (3) Distinctive features, finishes, and examples of craftsmanship that characterize a property should be preserved.
 - (4) Deteriorated historic features should be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature should, to the extent possible, match the old in design, color, texture, and other visual qualities and, where possible, materials. Windows, doors, structures to allow access compliance with the Americans with Disabilities Act, roof materials, chimneys and other necessary improvements may be added or changed, provided that they do not detract significantly from the historic and architectural character of the building.
 - (5) New additions, exterior alterations, and related new construction should not destroy historic materials that characterize the property.
 - (6) New additions and adjacent or related new construction should be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

607 Communication/telecommunications facilities

607.1 Communication/telecommunications facilities are any structure, antenna, tower, or other device that provides commercial mobile wireless services, unlicensed wireless services, cellular phone services, specialized mobile radio communications (SMR) and personal communications service (PCS), and common carrier wireless exchange access services. Also included are radio, television, or other structures for broadcasting or re-broadcasting purposes. Communication/telecommunications facilities may not be considered infrastructure, essential services, or public utilities, as defined or used elsewhere in this Ordinance. Siting for communications/ telecommunications facilities is a use of land.

607.2 Communications/telecommunications facilities may be located only in the I and F districts and are subject to the maximum height limitations established for each of those districts. Notwithstanding those limitations, in the I and F districts an antenna may be mounted on or in an existing structure that is higher than the height limits, provided that the height of the structure is not further raised in order to accommodate such antenna.

607.3 In considering an application for a new freestanding ground-mounted facility for special exception, the Zoning Board of Adjustment shall consider:

- A. Whether every reasonable effort has been made to locate an antenna on or in an existing structure or tower and
- B. Whether the visual impact of the facility has been minimized, including avoiding the necessity of lighting, with particular attention to the viewshed containing the facility, the potential that the facility will visually dominate any viewshed in the Town, and the adverse impact on view from the Appalachian Trail corridor. The applicant shall demonstrate visual impact of the proposed facility by using a crane test or a balloon test as directed and witnessed by the Board, said test to be open and made known to the public.

607.4 An applicant proposing a communications/telecommunications facility shall notify other towns and cities within 20 miles of the site and the Appalachian Trail Conference of the proposal; these parties may contribute comments which may be referenced by the Zoning Board of Adjustment in its decision.

607.5 All towers must be permitted by the Federal Aviation Administration, the Federal Communication Commission, and any other agency of the federal or state government with the authority to regulate towers and antennas.

607.6 The following requirements shall supersede any and all other applicable standards found elsewhere in Town ordinances or regulations that are less strict:

- A. Tower, guys, and accessory facilities must satisfy the minimum zoning district setback requirements. Towers must be set back a distance equal to 125 percent of the height of the tower from any property line.
- B. Within Hanover Town limits towers over 70 feet in height shall be located within 200 feet of or more than two miles from any existing tower that is over 70 feet in height.

- C. Towers shall be enclosed by security fencing and shall also be equipped with an appropriate anti-climbing device.
- D. Any tower or other structure supporting an antenna shall blend visually into the surrounding environment through the suitable and effective use of color, materials, camouflaging, and architectural treatment. The base of such tower or structure shall be concealed or screened by landscaping material or other suitable means.
- E. The Board may obtain an independent third-party expert, at the applicant's expense, such as a radio frequency engineer, to question and evaluate the proposal, including an evaluation of all technical issues involved with the proposal and all assertions and representations made by the applicant.

607.7 In January of each year following the granting of a special exception for the proposed facility, the owner of the facility shall notify the Zoning Administrator of the continued operation of the facility and certify that such operation is safe and in accordance with all applicable FCC standards. Such notification must also include proof of adequate insurance covering accident or damage.

607.8 Prior to obtaining a zoning permit for a facility, the applicant or owner shall provide to the Town a bond or acceptable other surety equal to the cost of removal and disposal of the facility, in a form consistent with the provisions of the Town of Hanover Subdivision Regulations.

607.9 Any antenna or tower for which annual notification as specified above is not provided or which is not operated for a continuous period of 12 months is considered to have been abandoned and hazardous to the public health and safety. The owner must remove the abandoned structure within 90 days of receipt of a declaration of abandonment from the Town notifying the owner of such abandonment. A declaration of abandonment may be issued only following a public hearing, noticed per Town regulations, with notice to abutters and the last known owner/operator of the tower. If there are two or more users of a single tower, this provision shall not become effective until all users cease using the tower.

608 Manufactured housing

608.1 It is unlawful for any person to place a manufactured house on any public or private property, except:

- A. In an approved manufactured housing park or an approved manufactured housing subdivision and in accordance with this Ordinance or
- B. In accordance with NH Statute, in the event of the destruction by fire or other disaster of an owner occupied residence, on the lot of such residence for occupation by the owner for a period of twelve months from the placement of the manufactured house or the issuance of a certificate of occupancy, whichever first occurs.

608.2 Manufactured housing parks must meet the following standards:

A. A manufactured housing park may occupy an area of not less than ten acres and must provide:

- (1) Individual manufactured housing spaces, private street, driveways, parking and recreation area and other open space as required by Hanover Subdivision Regulations;
- (2) Two parking spaces with 12 inches depth of compacted gravel, at least eight feet wide by 18 feet long, for each manufactured housing space, at least one of which is located on the manufactured housing space;
- (3) A suitable non-porous pad for each manufactured house that allows placement of the manufactured house on a structural carrier designed for that purpose in accordance with NH Statute;
- (4) Private streets within the manufactured housing park that have a right-of-way at least 50 feet in width and have a surface treated gravel surface at least 24 feet in width and 12 inches in depth of compacted gravel;
- (5) All-weather walkways;
- (6) That no manufactured house, office, or service building is closer to a public street right of way line than 80 feet, nor closer to a property line than 50 feet;
- (7) A strip of land maintained as a landscaped area at least 25 feet in width abutting all manufactured housing park property lines except that the strip of landscaped land adjacent to a residential use must be at least 50 feet in width;
- (8) Storage and disposal of household garbage and rubbish;
- (9) A 220 volt electrical source supplying, whichever is greater, at least 100 amperes or not less than that required by the National Electrical Code by underground electrical utility installation;
- (10) A centralized water system with adequately sized lines to provide safe and potable water for domestic use that meet all local and state regulations in regard to installation and operation and, if the system is not gravity fed, elevated storage with a minimum capacity of 500 gallons per manufactured housing space; and
- (11) A centralized sanitary sewage collection and treatment system, the installation, operation, and maintenance of which meets all local and state laws and regulations.
- (12) Provide a recreation area and other open space in accordance with the provisions of the Subdivision Regulations of the Town of Hanover.

B. Each manufactured housing space must:

- (1) Be at least 7,200 square feet in area;
- (2) Front on a manufactured housing park street;
- (3) Observe minimum setbacks of 20 feet for front and rear setbacks and 15 feet for each side setback;
- (4) Be supplied with attachments for water supply and sewage disposal; and
- (5) Be supplied with a weather-proof outlet for electric service.

- C. No additions may be made to a manufactured house except for a canopy and/or porch open on three sides or an addition made by a manufactured housing or accessory manufacturer.
- D. Prior to issuance of a zoning permit for a manufactured housing park, the operator shall provide the Zoning Administrator with copies of approval of the design and plans for the water and sewer systems from appropriate state and local agencies.

609 Maintenance yard

609.1 Maintenance yards may be located only on a lot not less than ten acres in size.

609.2 Maintenance yards must be located at least 200 feet from any public way, residentially used property, or any property in a GR, SR or RR zoning district in existence at the time such maintenance yard is established or expanded.

609.3 Maintenance yards must be fenced or screened from view from public ways and abutting properties.

610 Auto service stations

610.1 The Zoning Board of Adjustment may approve an auto service station as a special exception provided that there is demonstrated need for an additional auto service station or that a proposed auto service station will replace a presently operating auto service station that will permanently cease its present use upon the opening of the new station and that the closed station will be remodeled for its new use.

610.2 An auto service station lot may not be located within 300 feet of any lot occupied by a school, hospital, library, or religious institution.

610.3 An auto service station is subject to the following requirements:

- A. Lot size must be at least 20,000 square feet, lot frontage must be at least 150 feet, and lot depth must be at least 125 feet.
- B. Outdoor pumps, lubricating, and other service devices must be located at least 30 feet from the front lot line and side and rear lot lines.
- C. All fuel and oil must be stored at least 15 feet from any property line and 35 feet from any existing building on an adjoining lot.
- D. All automobile parts and dismantled vehicles must be stored within a building, and no repair work may be performed outside a building.
- E. There may be only two public access driveways from the street. The maximum width of each driveway is 40 feet. The location of the driveway must comply with 704.
- F. A suitably curbed, landscaped area must be maintained at least five feet in depth along all street frontage not used as driveway.

- G. In the D district all washing, lubrication, and servicing must be conducted in a building sufficiently insulated to confine objectionable noise, flashing lights, fumes, and odors.

611 Sawmill operations

611.1 A sawmill may not be located within 200 feet of any property line. Any outdoor storage associated with a sawmill may not be located within the required front setback or within 50 feet of any property line.

611.2 A temporary sawmill may not be operated within 50 feet of any highway or for more than 14 days of any calendar year within 300 feet of any residence. The operation of a temporary sawmill may be limited as to hours of operation and duration of use.

612 Agriculture, forestry, and environmental research and education

612.1 Research and educational activities for all age levels on topics relating to agriculture, forestry, or the environment may be conducted in the outdoors or inside a building.

612.2 New buildings specifically constructed to house activities associated with agricultural, forestry, or environmental research and education activities may only be located on lots having frontage on a numbered State Highway. All area and dimensional requirements shall be as specified in the underlying zoning district.

ARTICLE VII. ACCESSORY USES

701 Accessory uses

701.1 Accessory uses include but need not be limited to those uses listed in this Article.

701.2 In the RO, GR and SR districts, the gross floor area of all buildings devoted to accessory uses on any lot may not exceed 25 percent of the gross floor area of the principal building on that lot, excepting garages pursuant to Section 705.

701.3 No accessory structure or use may occupy any part of a required front setback, with the exception of driveways; produce stands; the growing and cultivation of trees, shrubs, flowers, or gardens not conducted as a gainful business; and as allowed by Sections 504.2, 504.1, and 715.2.

701.4 No accessory building or use is permitted in the NP, F, RR, SR, GR, GP, or I district that involves the maintenance of stock in trade exposed to public view or the use of show windows, displays or advertising visible outside the premises to attract customers or clients, with the exception of professional announcement signs. In the I district this restriction does not apply when such displays are visible only from the I or D districts.

701.5 Accessory structures must conform to all applicable dimensional requirements set forth in this Ordinance.

702 Accessory dwelling unit

702.1 Accessory dwelling units are allowed in certain situations to:

- A. Create new housing units while respecting the look and scale of one-family dwelling development;
- B. Support more efficient use of existing housing stock and infrastructure; and
- C. Increase the housing stock responding to changing family needs, smaller households, and moderately priced housing options.

702.2 An accessory dwelling unit is allowed as a permitted use in the D, RO, I, GR, SR and RR districts after a zoning permit is issued by the Zoning Administrator confirming compliance with all of the following criteria:

- A. An accessory dwelling unit may be located on a lot only if
 - (1) one of the units on the lot is owner-occupied, and
 - (2) the principal structure on the lot is a one-family dwelling.
- B. A lot may contain only one accessory dwelling unit, and the accessory dwelling unit must be subsidiary to the principal dwelling unit on the lot.
- C. An accessory dwelling unit
 - (1) May have not more than two bedrooms,

- (2) Must have a gross floor area of not less than 350 square feet and not more than 1000 square feet. For the purposes of calculating the size of the unit, the unit must be configured such that it does not exceed 1000 square feet in size when using the following calculation (the gross floor area) less (the area of any space with a ceiling height less than five feet), and
 - (3) Must meet all applicable building and sanitation codes.
- D. An accessory dwelling unit is not to be considered an additional dwelling unit for the purposes of determining minimum lot size.
- E. Parking adequate for the accessory dwelling unit must be provided on site pursuant to Article X.
- F. All attached accessory dwelling units must be designed as follows:
- (1) Only one entrance may be located on the side(s) of the principal dwelling facing the street(s), unless the principal dwelling contained additional entrances before the accessory dwelling unit was created.
 - (2) Fire escapes or exterior stairs for access to an upper-level accessory dwelling unit must not be located on a side(s) of the principal dwelling facing a street(s).
 - (3) Exterior finish materials, roof pitch, windows, and eaves must maintain the aesthetic continuity of the principal dwelling.
- G. A detached accessory dwelling unit must meet the following additional requirements:
- (1) The maximum height allowed is the lesser of 25 feet or the height of the principal dwelling.
 - (2) For conversion of an existing accessory structure,
 - a. the accessory structure must conform to all setback requirements for residential uses,
 - b. the detached accessory structure must be existing as of May 9, 2017,
 - c. fire escapes or exterior stairs for access to an upper-level accessory dwelling unit must not be located on a side(s) of the accessory structure facing a street(s), and
 - d. the exterior finish materials, roof pitch, windows, and eaves must maintain the aesthetic continuity of the existing accessory structure or the principal dwelling.
 - (3) For new construction,
 - a. Only one entrance may be located on the side(s) facing the street(s). Fire escapes or exterior stairs for access to an upper-level accessory dwelling unit must not be located on the side(s) of the accessory dwelling unit facing the street(s).
 - b. Any accessory dwelling unit must be set back at least three feet from the building front line of the principal building if located in
 - i) the D, GR, I, RO and SR zoning district; or

ii) the RR zoning district, where the principal building is within 150 feet of the front property line.

c. The exterior finish materials, roof pitch, windows, and eaves must maintain the aesthetic continuity of the principal dwelling.

703 Home occupation

A gainful activity may be conducted as a home occupation as a permitted accessory use on residential property without a permit if such activity:

- A. Is incidental or subordinate to the residential use of the property;
- B. Is conducted in such a way as not to be apparent from outside the property;
- C. Does not unduly contribute additional noise, light, or vibrations to its neighborhood; and
- D. Has external effects that are compatible with the residential character of its neighborhood and meet the following criteria:
 - (1) The home occupation is conducted by a person or persons resident on the premises;
 - (2) The appearance of the property remains residential;
 - (3) There is no exterior storage of materials, supplies, goods, or other items used by the home occupation;
 - (4) There are no signs specific to the home occupation;
 - (5) There are no exterior displays related to the home occupation;
 - (6) The home occupation does not create excess traffic beyond that expected in a residential setting; the weekly average of vehicle trips from all sources to the premises does not exceed 16 per day;
 - (7) In connection with the home occupation, there are not more than five deliveries per week by a truck having a gross vehicle weight rating of up to 18,000 pounds, and no deliveries by a truck having a gross vehicle weight rating of more than 18,000 pounds; and
 - (8) There are not more than three vehicles not registered to a resident of the premises parked outside on the premises at any one time in connection with the home occupation.

704 Driveways

704.1 No restrictions on the number or size of driveways apply in the B, D, I, BM, or OL districts. In all other districts, the following restrictions apply.

- A. A lot may contain one driveway that leads from the access road to an enclosed garage or covered carport or parking area.
- B. A driveway may not be more than 14 feet wide, except where additional width is necessary to provide an adequate turning radius or where it is necessary for

vehicles to enter or leave a garage or enclosed carport the vehicle opening of which is more than 14 feet wide. In such cases a driveway may be the width of the vehicle opening of the garage or enclosed carport and extend from the front of this opening towards the front lot line a maximum distance of 30 feet.

704.2 A shared driveway is a single roadbed through a required front setback. The portion of an approved shared driveway serving an adjoining lot is not a second driveway and does not require a special exception.

704.3 All driveways must be located at least 75 feet from a street line intersection for all uses except for one-family and two-family dwellings and uses in the D and MWD districts.

704.4 The Zoning Board of Adjustment may approve a special exception for the following driveway uses as follows:

- A. The following uses may be approved as special exception:
 - (1) Where a lot has frontage on more than one street and where such streets do not intersect each other, or on a corner lot in the RR or F districts, one driveway per frontage, provided that the driveways on the lot do not connect or otherwise provide vehicular access between streets;
 - (2) One or more additional driveway providing access to one or more portions of a lot not accessible by the driveway serving the principal use on the lot; and
 - (3) A portion of a driveway that exceeds the width limitation of permitted accessory use.
- B. In considering a request for a special exception under this section, in addition to the criteria of Section 207, the Zoning Board of Adjustment shall find that the following standards are satisfied:
 - (1) Notwithstanding Section 1004.5 no vehicles may be parked within the front setback of any driveway subject to a special exception;
 - (2) The additional curb cut or extra width does not adversely affect the movement of vehicles or pedestrians using the streets and sidewalks in the area;
 - (3) The additional curb cut or extra width does not adversely affect the parking of vehicles along the streets in the area; and
 - (4) The use does not present a hazard to vehicles or pedestrians using the streets and sidewalks in the area.

705 Garages and parking

705.1 A garage for occupants and visitors is permitted as an accessory use in all districts. Parking space is permitted as an accessory use in accordance with Article X, Off- Street Parking.

705.2 No accessory garage may occupy more than ten percent of the lot area, except that in a D district there is no restriction on the percentage of the lot area that may be occupied by an accessory garage structure.

705.3 In the RO, GR, and SR districts, 600 square feet of space is allowed for a garage in addition to the allowance of 25 percent of the gross floor area of the principal building, whether or not the garage structure is attached to the principal building on the lot.

706 Off-street loading

Off-street loading facilities must be provided for all institutional, commercial and industrial uses. Such facilities must be spaced logically, conveniently located for bulk pickups and deliveries, scaled to the delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space may not be included as off-street parking space.

707 Gardens and animals

707.1 Soil cultivation, crop harvesting, and the raising or keeping household animals not for gainful business are permitted as accessory uses in residential districts.

707.2 The keeping of poultry, horses, or other domestic animals whether or not for gainful business is permitted as an accessory use in the F and RR districts.

707.3 The keeping of poultry, horses, or other non-household animals not for gainful business is permitted as an accessory use by special exception in the SR, GR and I districts.

708 Bed and breakfast

708.1 The use of an owner-occupied dwelling as bed and breakfast may be approved as accessory use by special exception.

708.2 A bed and breakfast is subject to the following limitations:

- A. The minimum lot size is three acres.
- B. The maximum number of transient guests is one guest per 0.375 acre, not to exceed 16 persons.
- C. The maximum number of bedrooms is one-half the maximum number of transient guests.

709 Institution

Accessory to institutional use is any use customarily incident to institutional use, except that any use of a type customarily conducted as a gainful business must be so designed and operated as to limit patronage primarily to institutional employees, clients, or students. Any accessory sports grounds or other area of noisy activity on a parcel of land not devoted to such use prior to the effective date of this Ordinance must take place at least the required front setback distance from any lot line in the RR, SR, GR, RO, or I district that it abuts.

710 Residential use in B district

One-family residential use is allowed as an accessory use only in the B district and only when such residential use is incident to and concurrent with a permitted use.

711 Construction trailer

A construction mobile home or construction trailer is allowed as an accessory use in any district only when it is used in conjunction with a construction project on the same site and only when such mobile home or trailer is not used for living, sleeping, or housekeeping purposes.

712 Outdoor recreation

712.1 Buildings and structures accessory to outdoor residential recreational activities that are accessory to residential uses, including, but not limited to tennis courts, and swimming pools, are permitted as accessory uses and are subject to the dimensional requirements set forth in the Ordinance.

712.2 Buildings and structures accessory to outdoor recreational activities other than those associated with a residence or residences shall be treated as a Special Exception, and are subject to the dimensional requirements set forth in the Ordinance.

713 Fences

Notwithstanding Section 505, fences up to four feet high are allowed as an accessory use within required setback areas subject to requirements set forth in Section 511. Fences over four feet high may be allowed within required setbacks by special exception.

714 Satellite dish antenna

Satellite dish antenna systems for private, non-commercial reception are permitted as accessory uses in residential districts provided the front, side, and rear setback requirements set forth in Section 504 are met. A system for commercial or non-commercial use may be located in the D-1, B, BM, I or OL districts provided the setback requirements of Section 504 are met, and may be located on the roof of a principal structure in the D-1, B, BM, I or OL districts. Such systems may extend above the height limit specified in Section 505. In all districts, no restrictions apply to the location of satellite dish antenna systems with a diameter of 24 inches or less.

715 Signs

715.1 In all districts, signs or advertising devices must conform to the following regulations:

- A. No sign other than official street signs or traffic directions may be erected or maintained within the street right-of-way without approval of the Board of Selectmen or the New Hampshire Department of Transportation as appropriate.
- B. No sign may be placed in such a position as to endanger motor vehicle or pedestrian traffic or obscure or otherwise cause confusion with official street or highway signs or signals.

- C. Only on-lot signs are permitted.
- D. The Board of Adjustment may grant permission as a Special Exception for the erection of a limited number of off-lot signs, provided each sign does not exceed two square feet in area on each of two sides.
- E. Signs may be illuminated only by continuous indirect white light, which may include an opaque, reverse channel back-lit halo-type lamp.
- F. Any sign whose face, or any portion thereof, is illuminated from within regardless of accompanying refracting or diffusing devices, whether attached to a building, freestanding, or placed upon an awning, will be considered directly lit and is not permitted.
- G. The light sources must be so placed that they will not constitute a hazard to street or highway driving by glare.
- H. No sign may emit flashing light or display animated images with visible moving parts or intermittent lighting to create the visual effect of movement.
- I. No building-mounted sign may project more than six inches above the roof or parapet line of a building, nor more than sixteen inches out from the wall to which it is attached. Building-mounted signs which project more than four inches out from the building may be no less than 8'-6" above the finished grade in front of the building below the sign. In the GR, SR, RR, RO and GP zoning districts, no freestanding sign may exceed six feet in height at its highest point above the finished grade.
- J. Signs on awnings are limited to either a maximum of eight-inch high letters or a graphic with a maximum dimension of 12 inches.
- K. Signs must be constructed of durable materials and must be maintained in good condition and repair.
- L. Posting of land must conform to state law.
- M. The above regulations do not apply to non-illuminated signs and window posters that are displayed from within a building, ordinary directory panels and information signs maintained within a building, or signs not intended for view from outside the property.
- N. Political advertising, as defined in RSA 664:2, is permitted in accordance with RSA 664:14 through RSA 664:17, and all other applicable laws or regulations.

715.2 In the NP, F, GP, RR, RO, SR, GR and I districts, signs or advertising devices are permitted only as follows:

- A. Not more than two signs, displaying the street number not exceeding one square foot in area on each of two sides may be displayed on any lot. These signs may be erected without a zoning permit.
- B. A commercial use in the RO, GR, and RR districts may display a sign that is no more than 12 square feet on each of two sides and not located nearer to the street line than one-half the depth of the required front set back.

- C. For places of assembly and institutional buildings not more than two signs are permitted, none of which may exceed thirty square feet in area on each of two sides and not located nearer to a street line than one-half the depth of the required front setback. For places of public assembly having frontage and points of entry from more than one public street, two signs for each public street frontage shall be permitted.
- D. For all real property for sale or for rent, a sign not exceeding four square feet in area on each of two sides and not located nearer to the street line than ten feet. These signs may be erected without a zoning permit.
- E. For recreation use not more than two signs may be displayed at each point of entry into the recreational area from a public street, neither of which may exceed more than 12 square feet on each of two sides and not located nearer to the street line than one-half the depth of the required front setback.
- F. On lots where the principal use is residential, not more than two temporary signs, neither exceeding four square feet in area on each of two sides and not located nearer to a street lot-line than ten feet. These signs may be erected without a zoning permit and may be installed for a period not to exceed one year.
- G. In addition to the signs allowed above, an unlimited number of signs, not exceeding one square foot in area on each of two sides, may be located on any lot provided only that none of the additional signs is visible either from a public right-of-way or from an abutting lot. These signs may be erected without a zoning permit.

715.3 In the B and D Districts, signs or advertising devices are permitted only as follows:

- A. Any sign permitted in Section 715.2 above, or the following as an alternative:
- B. One or more signs not to exceed 25 square feet of total area per sign attached to a building and/or a permanently extended awning the sum of which shall not exceed a total area of one square foot for each foot of building frontage upon a public street or highway. The area of the sign or signs shall not exceed 200 square feet of total area on each street upon which the building has frontage. For buildings with frontage of less than 50 feet on a public street or highway, the total area of signs for that frontage shall not exceed 75 square feet. For buildings with frontage greater than or equal to 50 and less than 100 feet on a public street or highway, the total area of signs for that frontage shall not exceed 100 square feet. The total area of signs on any building front shall not exceed that calculated using the dimensions of that building frontage. The total area of signs having more than one surface shall not exceed the limits in this paragraph.
- C. A non-illuminated sign attached to the building provided it is located at the principal entrance or access to such business areas, and the area of such sign devoted to each occupant shall not exceed 72 square inches, and the total area of such a sign does not exceed eight square feet.
- D. Each business building located 50 feet or more from the street line and having this setback in open land may display one free-standing sign, not to exceed 30 square

feet on each of two sides, nor to be located nearer to the street line than one-half the depth of the required front setback.

- E. One temporary sign per business. The temporary sign may be attached to the building or displayed on the lot containing the building in which the business is located at the principal entrance to the business so as not to impede pedestrian or vehicular access. Each temporary sign may be displayed only during the actual hours of that business's operation. The total area of any temporary sign may not exceed six square feet on each of two sides. No temporary sign may be erected without first obtaining a zoning permit from the Zoning Administrator. Permits will be issued for a period not to exceed one year and are renewable.
- F. For a business or businesses with principal entrance(s) from a private access way, the placement of one sign over the private access way between two buildings is allowed, provided that the sign does not exceed a total area of 15 square feet for each of two sides per business and 20 square feet for each of two sides in total area. The sign must be a minimum of 8'-6" above finished grade, except that if the access way is used by vehicles, the sign must be a minimum of 13'-6" above finished grade.

715.4 In the OL and BM districts, signs or advertising devices are permitted only as follows:

- A. Any sign permitted in Section 715.3 above, or the following as an alternative:
- B. Not more than two signs not attached to a building, provided that the total area of any one side of such a sign may not exceed 30 square feet and the area of each sign counted separately, does not exceed 60 square feet. Any such sign or signs may not be located nearer to the street line than one-half the depth of the required front setback.

715.5 Temporary Signs for Construction Purposes

In any district, temporary signs where active construction is occurring or is approved to occur may exceed the limitations of Sections 715.2, 715.3, and 715.4, provided that:

- A. The sign does not exceed 12 square feet in area on each of two sides.
- B. It will be a condition of the zoning permit that the sign be removed at the end of the construction period of up to one year. Such permits may be renewed for one year if construction continues for that period.
- C. Such signs shall comply with Section 715.1 F, G, H, and J.

715.6 Banners

In the I district, institutional building owners are permitted to install, in addition to signs otherwise permitted, banners on private property. Banners may be affixed to standards, lamp posts, or buildings and may be posted throughout the year for up to 12 weeks at a time for each installation at each location. Not more than three banners may be posted at one time on any building facade visible from a public street. Banners shall not exceed 150 square feet in area on each of two sides. These signs may be erected without a zoning permit.

715.7 Electronic marquees

Electronic marquees are an accessory use permitted by special exception in connection with a principal use as a theatre, whereby the use of a marquee to announce programming and events is customarily incidental to such use. Use of an electronic marquee shall be limited to displaying static text or images. Scrolling, flashing or animation effects shall be prohibited. Not more than one electronic marquee shall be permitted per principal use and shall be in addition to the two signs permitted under 715.2 C. The size of the marquee shall comply with the dimensional requirements of Section 715.2 C, except that lawfully existing signs used for this same purpose shall be grandfathered with respect to the dimensional requirements.

716 Athletic scoreboards

Athletic scoreboards are an accessory use permitted by special exception in any district and must be located on the same lot as the athletic facility served. Animation will be allowed on athletic scoreboards if permitted by the Zoning Board of Adjustment as a Special Exception under Section 602.

717 Neighborhood retail sales

All exclusions contained in the definition of “retail sales” apply to neighborhood retail sales.

718 Solar energy systems

718.1 Building-mounted solar energy systems are permitted as accessory uses in every district subject to the height standards established for each zoning district as may be modified by Section 505.2 F.

718.2 Ground-mounted solar energy systems are permitted as accessory uses in the SR, GR, RR, GP, RO, I, F, OL, and BM zoning districts and may not be installed in the front setback.

Installations may be permitted in the side or rear setback subject to the setback standards set forth in Section 504.1.C. and the height standards in Section 505.2 I.

ARTICLE VIII. NON-CONFORMING USES AND NON-CONFORMING STRUCTURES

801 Existing use

801.1 Any structure or use in existence and lawful at the time of the adoption of this Ordinance or of any amendment of this Ordinance may be continued although such structure or use does not comply with this Ordinance.

801.2 A nonconforming structure or structure housing a nonconforming use is deemed to be in existence and lawful if:

- A. A building permit authorizing the structure was issued prior to the first public hearing on a restrictive amendment to this Ordinance,
- B. Approved construction of the structure is commenced within three months of the date of such permit,
- C. If a building, the ground story framework of the structure, including the second tier of beams, was completed within one year of the date of the permit, and
- D. The entire structure was completed according to approved plans within two years from the date of this Ordinance or the restrictive amendment of this Ordinance.

802 Non-conforming use

802.1 Unless a variance has been granted pursuant to Article II, no non-conforming use may be changed to another non-conforming use and no such non-conforming use may be enlarged or extended.

802.2 Any structure associated with a non-conforming use may be expanded up to 20 percent of the gross floor area of the structure housing the non-conforming use existing at the time of adoption of this Ordinance or restrictive amendment of this Ordinance, provided that the enlargement or extension complies with all other provisions of this Ordinance.

802.3 A non-conforming use that has been changed to a use permitted in the district in which it is located for a period of four months or more shall not be changed back to a non-conforming use.

802.4 A non-conforming use that has been discontinued for a period of two years shall be considered to be abandoned. No abandoned non-conforming use may be resumed.

802.5 A structure housing a non-conforming use that becomes damaged by fire, explosion, or other catastrophe may be restored and the non-conforming use may be resumed provided that the restored structure is not greater in volume or floor space than the original structure and the application for zoning permit and initiation of construction to restore the non-conforming use occurs within two years of the date of damage. The Zoning Administrator is authorized to issue a zoning permit for the rebuilding of the structure and restoration of such non-conforming use providing the foregoing conditions are met.

803 Non-conforming structure

803.1 A non-conforming structure may be enlarged or extended if no part of the enlargement or extension violates a dimensional requirement of this Ordinance.

803.2 A structure that is non-conforming only with respect to setback requirements may be enlarged or extended if the enlargement or extension would be:

- A. No higher than the existing structure;
- B. No closer than the existing structure to a lot line to which the existing structure is nonconforming; and
- C. No closer than the closest point of the existing structure to a structure on an adjacent property.

803.3 The Zoning Board of Adjustment may approve a special exception for an addition to a nonconforming structure that is non-conforming only with respect to setback requirements, and which proposed addition extends no closer than the existing structure to a lot line to which the existing structure is non-conforming, even if the criteria in Section 803.2 A and/or Section 803.2 C are not met, if it finds in the circumstances that the criteria of Section 207 for special exception approval are met. Any other enlargement or extension may not take place unless a variance is granted pursuant to Article II.

803.4 If a non-conforming structure has become structurally deficient, the Zoning Administrator may issue a zoning permit for the razing, rebuilding, or restoration of such structure, provided that the new structure is in the same location and no larger in volume, footprint, floor space, and height than the original structure.

803.5 If a non-conforming structure is damaged by fire, explosion, or other catastrophe, the Zoning Administrator may issue a zoning permit for the rebuilding and restoration of such structure which may not be greater in volume or floor space than the original structure unless any addition in size conforms to the provisions of this Ordinance. Application for a building permit and initiation of construction to restore the non-conforming structure must occur within two years of date of damage.

ARTICLE IX. SELF-CONTAINED RESIDENTIAL DEVELOPMENTS

901 Approvals

- A. The Zoning Administrator may issue a zoning permit for a subdivision only after the Planning Board has approved the final plat pursuant to statute and Hanover Subdivision Regulations.
- B. In the event of a conflict between a standard or requirement set forth in this article and a standard or requirement set forth elsewhere in this Ordinance, the standard or requirement set forth in this article shall govern.

902 Open space development

902.1 Open space development is intended to encourage environmentally sound planning; to protect open space and natural resources and create attractive living environments through creative placement of single family dwelling units; and to discourage developmental sprawl and consumption of scenic, forested, agricultural, and recreational land, thus maintaining the rural character of the Town of Hanover.

902.2 An open space subdivision is subject to the following minimum number of lots, each of which must conform to the following minimum lot size and minimum setbacks in the following zoning districts:

District	Minimum number of lots	Minimum lot size	Minimum front setback	Minimum side and rear setbacks
RR	3	1.5 acres	35 feet	35 feet
SR 1	4	0.5 acre	25 feet	15 feet
SR 2	2	0.25 acre	20 feet	10 feet

Minimum road frontage of new lots must be 50 feet along proposed open space subdivision roads except that the provisions of Section 503 apply to new lots fronting on the turn-around portion of cul-de-sacs; Section 503 also applies to new lots fronting on existing Town roads at the time the new open space subdivision plat is proposed.

902.3 An open space subdivision must conform to the following maximum density requirements:

- A. The maximum number of dwelling units in an open space subdivision may not exceed, except as indicated in paragraph B of this section, that permitted under the regular and ordinary provisions of the zoning district or districts containing the proposed open space subdivision. Where the proposed subdivision is located in two zoning districts, the maximum number of dwelling units is the sum of such dwelling units allowed separately within each district on the condition that the open space subdivision is an allowed use in both districts.
- B. In recognition of the provision of attractive and useable open space for public use as defined in Section 902.4, the Planning Board may in its discretion grant a density bonus for an open space subdivision, which does not exceed a number

more than ten percent of the number of permitted lots in the respective zoning district. The Planning Board may grant an additional bonus of one lot per subdivision when a specific open space acceptable to the Planning Board is deeded or otherwise dedicated for public use to the Town of Hanover or to a governmental or non-profit agency acceptable to the Town.

902.4 An open space subdivision is subject to the following requirements.

- A. A minimum of 35% of the area in the proposed subdivision shall be maintained and dedicated as open space, conservation, recreation, agricultural, or forestry land.
- B. Each lot must have reasonable access to the open space.
- C. Open space must be protected from development unless otherwise permitted by the Planning Board. In addition, the Planning Board may require that all or some of the open space is protected by means such as by conveyance of the land or a conservation easement to a government entity, conservation organization or homeowner's association approved by the Planning Board. If a conservation easement is used to restrict development, it must prohibit activities that would diminish the open space benefit or function.
- D. In the RR district, each lot must be so designed that a square each side of which is 150 feet in length can be placed somewhere within the lot lines of each proposed lot. In the SR-1 and SR-2 districts, each lot must be so designed that a square each side of which is 75 feet in length can be placed somewhere within the lot lines of each proposed lot.
- E. In the RR district, individual on-site septic systems and water supplies are permitted in open space subdivisions subject to all applicable and required town, state, and federal approvals. At the discretion of the Planning Board and subject to all applicable state and federal approvals, community utility systems may be permitted. Such community disposal systems must be located outside of designated open space areas. In the SR-1 and SR-2 districts, all lots must be connected to the municipal water and sewer systems.

903 Planned residential development

903.1 The objectives of a planned residential development (PRD) subdivision are to encourage flexibility of design and development; to allow a more useful and flexible pattern of housing types that may include multi-family dwellings; to allow for the economic advantage of smaller networks of streets and utilities; and to encourage the preservation and recreational use of open space in harmony with the natural terrain, scenic qualities, and outstanding features of the land.

903.2 A PRD must conform to the following area and setback requirements:

- A. A PRD is subject to the following minimum area and minimum setbacks in the following zoning districts.

District	Minimum land area	Minimum front setback	Minimum side and rear setbacks
OL	5 acres	30 feet	20 feet
GR-1	5 acres	30 feet	20 feet
GR-2	2 acres	20 feet	20 feet
GR-3	20 acres	20 feet	20 feet
GR-4	20 acres	25 feet	20 feet

B. Within a PRD there are no fixed setback requirements for zoning purposes. The distances between buildings and distances between buildings and streets within the PRD are governed by Hanover Subdivision Regulations. In addition, in a PRD in the GR-3 and GR-4 districts, area and dimensional requirements from Table 405.7 do not apply and there are no:

- (1) minimum required area per additional family,
- (2) minimum setbacks,
- (3) maximum building footprint, or
- (4) maximum lot coverage other than as set forth in 902.3 B or as follows:
 - a. The minimum lot size is 5000 square feet in the GR-3 district and 2700 square feet in the GR-4 district,
 - b. The minimum lot frontage is 40 feet in the GR-3 district and 30 feet in the GR-4 district, and
 - c. The maximum height is 35 feet in the GR-3 district and 45 feet in GR-4 district, with the proviso that no more than 25 percent of the total footprint area of buildings within a PRD in the GR-4 district may exceed 35 feet in height. A building exceeding 35 feet in height must be set back not less than 300 feet from the property line common to a public right of way and the lot lines of properties located in the SR or GR districts, as such lot lines exist at the time of filing of the initial PRD application.

903.3 The maximum number of dwelling units may not exceed the following:

District	One unit for the first	One additional unit for the next	One additional unit for each additional
OL	10,000 sq. ft.	5,000 sq. ft.	5,000 sq. ft.
GR-1	10,000 sq. ft.	5,000 sq. ft.	5,000 sq. ft.
GR-2	10,000 sq. ft.	3,000 sq. ft.	2,000 sq. ft.
GR-3	one half acre	one half acre	one half acre
GR-4	5,000 sq. ft.	5,000 sq. ft.	5,000 sq. ft.

Where a proposed PRD is located in more than one zoning district, only that land that lies within a zoning district in which a PRD is permitted may be used to calculate the maximum number of dwelling units that could be developed in that PRD, and all buildings in that PRD must be located in a zoning district in which a PRD is permitted. Section 507, governing lots in more than one zoning district, is not applicable in developments where this provision is employed.

903.4 A PRD is subject to the following requirements:

- A. All dwelling units must be connected to the municipal sewer system and the Town's central water system.
- B. Two or more buildings are required. No building in the OL and GR districts may contain more than 15 dwelling units
- C. In the GR-4 district, a minimum of two different building types is required for developments ranging in size from two acres to five acres, a minimum of three different building types is required for developments from five acres to ten acres, and a minimum of four different building types is required for developments exceeding ten acres. For the purpose of this section, building type is defined by the combination of:
 - (1) The number of bedrooms in the building,
 - (2) The number of units in the building, and
 - (3) The building square footage rounded to the nearest 500 square feet.
- D. A minimum of 45 percent of the area of the PRD in the GR-3 district, 30 percent of the area of the PRD in the GR-4 district, and 65 percent of the area of the PRD in all other districts must be retained for open space and outdoor recreational areas. For the purposes of this paragraph, if the proposed PRD is located on a lot in more than one zoning district, "area of the PRD" means only that land which lies within a zoning district in which a PRD is permitted. For a PRD in the GR-4 district, up to 40 percent of the open space and outdoor recreational area requirement may be satisfied by dedication of an area on a portion of the lot in the NP district and/or an off-site area in any district including the NP district, provided that any off-site area abuts the PRD.
- E. Open space must be protected from development unless otherwise permitted by the Planning Board. In addition, the Planning Board may require that all or some of the open space is protected by means such as by conveyance of the land or a conservation easement to a government entity, conservation organization, or homeowners' association approved by the Planning Board. A conservation easement used to restrict development must prohibit activities that would diminish the open space benefit or function.
- F. In lieu of Section 1002 schedule of minimum off-street parking requirements for multi-family, the multi-family parking requirement for PRDs in the GR-4 district is one off-street parking space for each one-bedroom unit and two off-street parking spaces for each unit containing two or more bedrooms.
- G. Within a PRD, in lieu of Sections 1004 and 1005 regarding the location and dimensions of parking spaces, the Planning Board may approve any arrangement

and dimensions of parking spaces required for each dwelling unit in the development as it deems appropriate for the safety and design of the development.

904 Senior housing development

904.1 The objectives of a senior housing development are to allow a more useful and flexible pattern of retirement and elderly housing so as to promote the most appropriate use of land for this purpose; to facilitate economical and efficient provisions of public services; to allow land use patterns that preserve trees, outstanding natural topography and geological features, and prevent soil erosion; and to preserve the natural and scenic qualities of the open land in the Town for conservation and recreation.

904.2 A senior housing development must comply with the design requirements of the Architectural Barrier-free Design Code for the State of New Hampshire, as amended, and must be licensed as may be required by appropriate state agencies.

904.3 A senior housing development may include recreational amenities and support services for independent living; such additional facilities as may be required for the health, wellness, and convenience of residents; assisted living for individuals unable to perform the activities of daily living without assistance; and skilled nursing services. Where communal services are provided in a shared space, private living quarters may not have all the facilities of a dwelling unit.

904.4 A senior housing development must conform to the following area and setback requirements:

- A. The minimum area of land may not be less than 5 acres.
- B. Minimum setbacks for a senior housing development are as set forth in dimensional tables in Article IV for the perimeter of the lot.
- C. Within the senior housing development the setback requirements set forth in dimensional tables in Article IV do not apply.

904.5 A senior housing development is subject to the following requirements:

- A. The development must be connected to the municipal sewer system and the Town's central water system.
- B. A minimum of 35 percent of the area must be retained for open space and outdoor recreational activities.
- C. Open space must be protected from development unless otherwise permitted by the Planning Board. In addition, the Planning Board may require that all or some of the open space is protected by means such as by conveyance of the land or a conservation easement to a government entity, conservation organization or homeowner's association approved by the Planning Board. If a conservation easement is used to restrict development, it must prohibit activities that would diminish the open space benefit or function.

905 Manufactured housing subdivision

905.1 The purpose of a manufactured housing subdivision is to allow clustering with reduced lot sizes for manufactured housing so as to promote alternate forms of housing, the most appropriate use of land, and preservation of open land in the Town for conservation and recreation.

905.2 Manufactured housing may be located on lots in a manufactured housing subdivision having an area of not less than 15 acres. Such subdivision must be exclusively for manufactured housing.

905.3 A manufactured housing subdivision must conform to the following dimensional and density requirements:

- A. Where the lots in the manufactured housing subdivision do not have both off-lot water and sewage disposal, each manufactured house must be located on an individual lot containing not less than 1.95 acres.
- B. Where such lots have both off-lot water and sewage disposal, each manufactured house must be located on an individual lot containing not less than 30,000 square feet.
- C. Minimum number of lots and minimum setbacks within the subdivision are as follows:

Lots	Front setback	Side setback	Rear setback
5	35 feet	35 feet	35 feet

- D. Notwithstanding the provisions of C above,
 - (1) The setback applicable to a lot within the subdivision that abuts a lot outside the subdivision is 50 feet,
 - (2) The front setback from an existing public street is 50 feet, and
 - (3) Side and rear setbacks along property lines abutting open space areas may be reduced to five feet.
- E. The maximum number of manufactured houses in a manufactured housing subdivision may not exceed that permitted within the RR district based on the maximum of one manufactured house for each three acres of land.

905.4 A manufactured housing subdivision is subject to the following requirements.

- A. A minimum of 35 percent of the tract must be retained for open space and outdoor recreational areas. The following provisions shall apply:
 - (1) There must be legal restrictions running with the land to preserve open space for purposes of recreation, agriculture, conservation, and/or forestry.
 - (2) Restrictions must provide for the management and maintenance of the open space, including the type and security of any funding source; these restrictions may be contained in any suitable legal instrument approved by the Town Manager. Prior to the approval of the final plat, the Planning Board

must obtain from the Town Manager a written statement that the restrictions are in conformity with these requirements.

- (3) Upon the request of the owners, such restrictions as have been provided may be modified by the Planning Board subsequent to the approval of the final plat. The Planning Board shall hold a hearing for this purpose in the same manner and with the same notice as for a hearing on the final plat. Such modifications are subject to terms and conditions deemed by the Planning Board as necessary to carry out the purpose and intent of open space.
 - (4) Open space must be protected from development unless otherwise permitted by the Planning Board. In addition, the Planning Board may require that all or some of the open space be protected by means such as by conveyance of the land or a conservation easement to a government entity, conservation organization or homeowners' association approved by the Planning Board. If a conservation easement is used to restrict development, it must prohibit activities that would diminish the open space benefit or function.
- B. A manufactured housing subdivision shall conform to all of the requirements for a Major Subdivision as set forth in Article 7 of the Subdivision Regulations. In addition, the following special standards will apply:
- (1) A buffer area, suitably landscaped and not less than 30 feet in width, must be provided at the boundary of adjacent property. The buffer area may be part of a required setback. Additional buffer areas may be required within a development between groups of building lots.
 - (2) Access to all lots is from interior streets. Each lot must have reasonable access to the common open land but need not front directly on such land.
 - (3) The subdivision plan must provide for the convenience and safety of vehicular and pedestrian movement within the development and for the necessary location of driveways in relation to street traffic.
 - (4) Two off-street parking spaces must be provided for each manufactured house.

ARTICLE X. OFF-STREET PARKING

1001 Requirement for off-street parking

1001.1 All buildings and uses must be provided with associated off-street vehicular parking space sufficient to meet the reasonable parking needs of persons making use of the property, to ensure the free movement of ordinary public and private traffic in the streets at all times, to reduce congestion in the streets, to permit the rapid but safe passage of firefighting equipment and other emergency vehicles, to facilitate the maneuvering of public emergency equipment in the streets, and to facilitate the removal of snow.

1001.2 An application for a zoning permit for the erection of a new building, the expansion of an existing building, the change of use of any existing building, or the development or expansion of a use must include:

- A. An accounting showing the number of on-site parking spaces and/or parking credits being used and/or purchased to comply with the schedule of minimum requirements for off-street parking, and
- B. A plan indicating the specific location and size of each physical off-street parking space provided to comply with the schedule of minimum requirements for off-street parking and the means of access to each such space from public streets.

1001.3 In considering any plans submitted for approval, the Zoning Administrator shall take into account the safety of the proposed parking area relative to vehicular traffic on the public streets and pedestrians on the public sidewalks, as well as the safety and adequacy of the area itself with respect to vehicles and pedestrians making use of it.

1001.4 The schedule of minimum requirements for off-street parking set forth in this article applies to:

- A. All buildings and uses in a D district and
- B. All buildings and uses in all zoning districts other than a D district except those in existence on March 2, 1976 and those constructed or established in accordance with a building permit issued prior to March 2, 1976.

1001.5 Subject to Section 1003, all expanded portions of existing buildings and changed uses occurring after March 2, 1976 must conform to the schedule of minimum requirements for off-street parking spaces.

1001.6 Required off-street parking spaces that after development are later acquired by the Town through donation to the Town or purchase by the Town are deemed to continue to serve the building for which the parking spaces were originally provided.

1002 Schedule of minimum requirements for off-street parking spaces

1002.1 In all districts off-street parking spaces must be provided as follows:

Use categories	Minimum number of off-street parking spaces required
Accessory dwelling unit	None required
Bed & breakfast	2 for the dwelling unit plus 1 for each bedroom for guests
Downtown civic	1 for each 600 square feet of gross floor area
Downtown commercial	1 for 400 square feet of gross floor area
Downtown lodging	0.75 for each living accommodation
Downtown residential	0.5 for each dwelling unit
Student residence	1 for each 8 beds
Eating and drinking establishments	1 for 400 square feet of gross floor area plus 1 for every 10 restaurant seats; additional spaces are not required for outdoor seating that does not exceed 50% of the permitted indoor seating.
Institutional dining facility	1 for each 2 persons to be employed in the institutional dining facility
Restaurant in MWD	1 space per business [△]
Residential institution	1 for each 4 beds
Funeral homes	1 for each 75 square feet of public floor space
Hospitals, nursing, and convalescent homes	1 per 3 beds and 1 for each 1.5 employees based on the highest expected average employee occupancy
Industrial, manufacturing, storage, wholesale, nursery, kindergarten, elementary and middle schools	1 for each 1.5 employees, based on the highest expected average employee occupancy
Laundromat in MWD	1 space per business [△]
Medical center	1 for each employee

[△] This is also the maximum number of spaces that are allowed per business.

Use categories (continued)	Minimum number of off-street parking spaces required (continued)
Multi-family in MWD	.5 space per efficiency/studio/one bedroom unit; 1 space per two bedroom or larger units; 1 space assigned to a vehicle available for rent from a vehicle sharing service may replace any 4 required spaces
Multi-family, PRD	.5 space per efficiency/studio/one bedroom unit; 1 space per two bedroom or larger unit 1 space assigned to a vehicle available for rent from a vehicle sharing service may replace any 4 required spaces
Neighborhood retail sales in MWD	1 space per business [△]
One-family dwelling unit	2 per unit
Places of assembly, the capacity of which cannot be measured in terms of seats (covered skating rinks, bowling alleys, etc.)	1 for 500 square feet of gross floor area exclusive of storage areas
Property management office in MWD	1 space per business [△]
Retail sales, commercial services, and office	1 for 400 square feet of gross floor area
Retail sales of furniture, automobiles, of nursery stock and such other goods in such use as usually involve extensive display areas in relation to customer traffic	1 for 500 square feet of gross floor area and of display area outside the building
Rooming house, motel, hotel	1 for each living accommodation
Roomer	1 for each roomer
Senior high school	1 for each 1.5 employees and 1 for each 25 students based on the highest expected average occupancy of students and employees
Other schools and colleges for floor space in uses not listed above	1 for each 2 employees or staff members to be accommodated

[△] This is also the maximum number of spaces that are allowed per business

Use categories (continued)	Minimum number of off-street parking spaces required (continued)
Senior housing development Independent living Assisted Living Affordable	1.1 per dwelling unit and 1 for each 1.5 employees based on the highest expected average employee occupancy 1 for each 1.5 employees based on the highest expected average employee occupancy 0.75 per dwelling unit
Short-term rental - Hosted	1 for each rented bedroom
Short-term rental – Unhosted	2 per unit
Theater, auditoriums, and all places of assembly, providing seats for the audience, including places of worship but excluding classrooms in educational institutions	1 for each 10 seats in D, GR-2 and I districts; 1 for each 5 seats in all other districts

1002.2 The Zoning Administrator shall determine the applicable use category to determine the minimum number of off-street parking spaces required for each building or use.

- A. For a building or use that falls into more than one of the categories listed in Section 1002.1, the Zoning Administrator shall determine a reasonable and appropriate minimum number of off-street parking spaces required for each individual component of the building or use, the sum of which is the minimum number of required off-street parking spaces for the building or use.
- B. For a building or use that does not fall within any of the categories listed in Section 1002.1, the Zoning Administrator shall determine reasonable and appropriate minimum off-street parking requirements by applying the closest applicable categories of Section 1002.1.

1002.3 The Zoning Administrator’s administrative determination of applicable use category may be appealed to the Zoning Board of Adjustment, which shall consider all factors entering into the parking needs of each such building or use.

1003 Special exception for shared use of parking spaces

1003.1 The Zoning Board of Adjustment may approve as a special exception the shared use of one or more parking spaces by two or more establishments or uses on the same lot or on contiguous lots, the total capacity of which is less than the sum of the off-street parking spaces required for each, provided the Zoning Board of Adjustment finds that the number of off-street parking spaces to be provided will substantially meet the intent of

the requirements for reason of variation in the probable time of maximum use by patrons of the establishments or uses.

1003.2 Any approval of a special exception for the shared use of off-street parking spaces must include the following conditions:

- A. The approved special exception will automatically terminate upon the termination of any establishment or use participating in the shared use and
- B. The approved special exception will automatically terminate upon any substantial change in the time pattern in the use of the shared spaces by any participant establishment or use that results in a number of off-street parking spaces insufficient for the combined requirements of the establishments or users.

1004 Location of off-street parking spaces

1004.1 Required off-street parking spaces must be provided on the lot occupied by the building or use they serve, except as follows:

- A. Parking spaces required for a building or use on two abutting lots may be provided in a single common parking facility on one or both of the adjoining lots.
- B. Parking spaces required for any residence in the I district intended for students, fraternal housing, or institutional personnel may be provided off the lot occupied by the building served, except that handicapped parking and parking for short term transient use must be provided in reasonable proximity to the residence. The number of handicapped spaces to be provided is calculated based on the Americans With Disabilities Act, 42 USC 12101, *et. seq.* An equal number of short-term spaces must be provided for short term transient parking.
- C. For a building or use other than a residence in the I district intended for students, fraternal housing, or institutional personnel and other than a building or use located in a D district, the Zoning Board of Adjustment may allow as a special exception the location of all or part of the required off-street parking spaces elsewhere than on the lot occupied by the building served, provided the Zoning Board of Adjustment finds that:
 - (1) Such off-lot space will satisfy the parking requirement by control or regulation of the land owners and
 - (2) Each proposed off-street parking space is adequate in location and access to satisfy the off-street parking requirements for the building or use it serves.

1004.2 The provision of off-lot, off-street parking spaces is allowed only for all uses in the I district, residential uses in the D districts, and non-residential uses in all other districts. Notwithstanding 1004.1, all required off-street parking spaces not located in a parking facility may be located only in a zoning district in which the use served by those spaces is a permitted use. Such spaces may be allowed by special exception in a zoning district in which the use being served is allowed by special exception.

1004.3 A parking space on a lot in the D or I districts that is accessory to the principal structure or use on that lot may be leased to or otherwise made available for occupants of and visitors to other properties in those districts.

1004.4 Off-street parking is permitted within required side and rear setbacks.

1004.5 Off-street parking is permitted in required front setbacks only in driveways. Portions of driveways within the required front setback do not satisfy parking requirements set forth in the schedule of minimum requirements for off-street parking. In the RO district, off-street parking is not permitted in the area between the front of the principal building and the street right-of-way, an area including but not limited to the required front setback, except that parking in a driveway is permitted.

1004.6 The outdoor parking of not more than one automobile maintained primarily for hire, a commercial truck not exceeding one ton capacity, or other commercial vehicle is permitted only in the side or rear yard of any residential lot, where it must be located farther from the street than the nearest portion of any building to the street. No such vehicle may be parked if it exceeds ten feet in height above the ground, except that masts, antennae, or other minor accessories may exceed this height limit.

1004.7 The outdoor parking or storage of major recreational equipment including travel trailers, pick-up coaches, camper trailers, motor homes, boats and boat trailers, snowmobiles; combinations thereof and other similar equipment and cases and boxes used for transporting recreational equipment, whether occupied by such equipment or not, is allowed as an accessory use only in the side or rear yard of any lot and only where it is located farther from the street than the nearest portion of any building to the street.

- A. No such recreational equipment may be parked or stored if it exceeds ten feet in height above the ground, except that masts, antennae, vent stacks, windshields or other minor accessories may exceed this height limit.
- B. No such recreational equipment may be used in such location for living, sleeping, housekeeping or business purposes.
- C. If otherwise lawful, parking is permitted anywhere on the premises or on an adjacent street for a period not to exceed 24 hours during loading or unloading.

1005 Improvement and maintenance of parking facilities

1005.1 A required off-street parking space may be enclosed in a structure or may be open, provided that each required parking space is graded, surfaced, drained, and suitably maintained for parking purposes to the extent necessary to avoid nuisance of dust, erosion, or excessive water flow across public ways and to ensure its reasonable availability for use. In appropriate situations, the Zoning Administrator may require suitable markings to indicate individual parking spaces, maneuvering areas, entrances, and exits. Upon application duly made, the Zoning Administrator may waive the requirement of maintaining for parking purposes any off-street parking space for an appropriate period of time during which the Zoning Administrator finds that use of the space will be suspended because of an interruption of the use or occupancy of the premises that the space is intended to serve.

1005.2 Each required parking space must be not less than eight feet wide nor less than 18 feet long, exclusive of aisles, drives, and maneuvering space.

1005.3 A required off-street parking space must be maintained as long as the use or structure exists which the space is designed to serve. Nothing hereunder may be construed to constitute or contemplate a dedication of required off-street parking spaces to general public use, but any such spaces, required in conjunction with particular buildings and uses, may be reserved at all times for those persons who make use of such buildings and uses, except when such parking spaces are acquired by the Town by donation or purchase as public parking areas.

1006 Parking credits

1006.1 Within a D district, parking requirements are satisfied by the requisite number of parking assets, which may include parking credits in addition to parking spaces, both on- or off-site. One parking credit is the equivalent of one parking space. At any time after March 2, 1976, the total parking assets associated with a property must equal or exceed the requirements for that property as set forth in the schedule of minimum requirements for off-street parking spaces.

1006.2 Parking credits are conveyed with the property occupied by the building or use they serve and may not be sold, leased, otherwise transferred, or used to satisfy the zoning requirements of another property.

1006.3 Parking credits may be awarded in accordance with 1006.4 or by conversion of off-site spaces to parking credits in accordance with 1006.5. Alternatively, the Town of Hanover may allow parking credits to be purchased to satisfy parking requirements.

1006.4 As of May 14, 2002, for properties located in a D district, the Town shall prepare a tabulation to establish a baseline set of parking requirements and parking assets associated with each property in accordance with the following steps:

- A. Parking requirements are calculated based on the schedule of minimum requirements for off-street parking spaces;
- B. The number and location of physical on-site parking spaces are verified;
- C. Sufficient parking credits are awarded, at no cost to the property owner, such that the total of physical parking assets plus total parking credits equals requirements; and
- D. A permanent public record is created for each property documenting the parking assets for that property. The record must include the current parking requirements set forth in the schedule of minimum off-street parking spaces, the current number of physical on-site parking spaces, and the total number of parking credits.

1006.5 If parking credits are being provided via conversion of off-site physical parking spaces into parking credits, the Town shall provide the applicant with appropriate documentation after having received:

- A. Appropriate plans or documentation confirming the existence and location of the off-site spaces and demonstrating that each such off-site space is located in a D district and is adequate in location and access (the distance between the lots at their closest point is a maximum of 750 feet lot line to lot line) to address the parking requirements for such building or use.

- B. Formal written concurrence by the owner of the property on which the off-site spaces are located that the owner agrees to the conversion and acknowledges that the total number of parking credits associated with his property will be reduced by one for each physical space so converted. If this results in a negative number of parking credits the number will be so recorded.
- C. An accounting of the parking requirements and parking assets for the property on which the off-site spaces are located that demonstrates that the total revised parking assets (arithmetic sum of on-site spaces plus parking credits) equals or exceeds the parking requirements as set forth in the schedule of minimum requirements for off-street parking.

1006.6 As of the effective date of the awarding of parking credits in accordance with 1006.4 C, all properties in the D districts will be deemed to be in full compliance with the parking requirements of this Ordinance.

1007 Parking and transportation demand management plan option

An applicant or group of applicants proposing to use property or properties located in the BM, B, OL, or I district may satisfy the parking requirements of this Ordinance relating to its buildings and uses by preparing and implementing a parking and transportation demand management (PTDM) plan in accordance with Hanover Site Plan Regulations. Upon the Planning Board's approval, the PTDM plan will substitute for all other provisions of this article and will be deemed to satisfy the zoning requirements for off-street parking.

ARTICLE XI. PROTECTION OF FLOOD PLAINS, WATERBODIES, INTERMITTENT STREAMS, AND WETLANDS

1101 Definitions

For the purpose of Article XI of this Ordinance, certain terms or words used herein have the following meanings. Terms or words used in this Article but not defined below are interpreted as set forth in Chapter X, Title 24 of the Code of Federal Regulations, Section 1909.1.

activity

Any undertaking that would potentially change the quality or flow pattern of water to, from, or in a water resource, either on or below the surface. Examples of activity include construction or placement of a structure, parking facility, parking space, public or private street, storage of liquid fuels, or alteration of terrain, dredging, excavation, filling, or grading. "Activity" does not include the cutting, maintenance or removal of vegetation as long as the soil surface is not disturbed in a manner that would potentially change the quality or flow pattern of water to, from, or in a water resource.

alteration of terrain

Human conduct that changes or disturbs the terrain so as to impede natural run off or create an unnatural run off that has the potential to adversely affect water quality in water bodies or wetlands

area of special flood hazard

The land in the flood plain within the Town of Hanover subject to a one-percent or greater possibility of flooding in any given year, designated as zone A and AE on the Flood Insurance Rate Map

base flood

A flood having a one percent chance of being equaled or exceeded within any one year period

basement

Any area of a building having its floor subgrade on all sides

breakaway wall

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation

development

Any man-made change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling occupations, or storage of equipment or materials

dredge

To dig, excavate, or otherwise disturb the contour or integrity of sediments in the bank or bed of a protected water resource

FEMA

An acronym that shall mean the Federal Emergency Management Agency

fill

As a noun, any rock, soil, gravel, sand or other such material that has been deposited or caused be deposited by human activity; as a verb, to place or deposit materials in or on a protected water resource or a buffer

flood or flooding

A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters or (2) the unusual and rapid accumulation or runoff of surface waters from any source

flood elevation study

An examination, evaluation, and determination of flood hazards and if appropriate, corresponding water surface elevations, or an examination and determination of mudslide or flood-related erosion hazards

flood insurance rate map (FIRM)

An official map incorporated with this Ordinance, on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the Town of Hanover

flood insurance study, see flood elevation study

floodplain or flood-prone area

Any land area susceptible to being inundated by water from any source, see flooding

flood proofing

Any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures and their contents

floodway, or regulatory floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height

functionally dependent use

A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking and port facilities that are necessary for the loading/unloading of cargo or passengers, and ship building/repair facilities but does not include long-term storage or related manufacturing facilities.

hundred-year flood, see base flood

hydric soil

Soil that is saturated or flooded during a sufficient portion of the growing season to develop anaerobic conditions in the upper soil layers. Hydric soil delineations are to be determined based on the most recent edition of the manual “Field Indicators for Identifying Hydric Soils in New England” published by the New England Interstate Water Pollution Control. Hydric soils normally have four inches or more of organic soil or muck and/or a gray mineral soil with mottled gray and rust-colored mottles in the upper 12 inches of the soil.

hydrophytic vegetation

Plant species adapted for life in water or in saturated soils. (See list of common hydrophytic indicator species for Hanover available at the Planning and Zoning Office)

intermittent stream

A stream that flows for sufficient time to develop and maintain a defined channel with scouring and deposition that connects directly into or out of a wetland or waterbody, but that might not flow during dry portions of the year. An “intermittent stream” includes the horizontal area extending ten feet from the stream centerline or ten feet from the top of each bank for streams wider than five feet, whichever is the greater distance. “Intermittent streams” do not include man-made drainage ditches, swales, water bars, sub drains, or similar drainage improvements. “Intermittent streams” included on the map entitled “Water Resources” maintained in the Hanover Planning and Zoning Office are intended to be treated as intermittent streams hereunder.

lowest floor

The lowest floor of the lowest enclosed area including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

manufactured home and manufactured housing

A structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the terms “manufactured home” and “manufactured housing” include park trailers, travel trailers, and other similar vehicles placed on site for greater than 180 consecutive days. This includes manufactured homes located in a manufactured home park or subdivision.

manufactured home park or subdivision

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale

mean sea level

The National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced

new construction

For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by Hanover and includes any subsequent improvements to such structures.

special flood hazard area - see area of special flood hazard

substantial damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred

substantial improvement

Any combination of repairs, reconstruction, alteration, or improvements to a structure in which the cumulate cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure should equal (1) the appraised value prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. “Substantial improvement” includes structures that have incurred substantial damage, regardless of actual repair work performed. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure.

vernal pool

A surface water or wetland, excluding areas resulting from man-made activities such as gravel pit operations, logging equipment rutting, sedimentation ponds, or detention ponds, but including area intentionally created for purposes of compensatory mitigation which provides breeding habitat for amphibians and invertebrates that have adapted to the unique environments provided by these pools and which cycle annually from flooded to dry conditions although their hydroperiod, size and shape might vary from year to year. Typically, “vernal pools” are formed in a shallow depression or basin, have no permanently flowing outlet, hold water for at least two continuous months following spring ice-out, lack a viable fish population, and support one or more primary “vernal pool” indicators or three or more secondary “vernal pool” indicators as defined by the New Hampshire Department of Environmental Services.

violation

Failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR s 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

water resources

Waterbodies, wetlands including vernal pools, and intermittent streams

water resource buffer

The buffer area of a water resource is the area within 75 horizontal feet of the top of the bank of any waterbody or within 75 horizontal feet of any wetland. In the case of a sewage disposal system the buffer is the area within 125 horizontal feet of a bank of any waterbody, the edge of any wetland, or an intermittent stream.

water surface elevation

The height, in relation to the National Geodetic Vertical Datum of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplain

waterbody

Any river, stream, brook, lake or pond containing surface water throughout the year, and includes all area up to the top of the bank of the waterbody. The bank of a waterbody is the transitional slope immediately adjacent to the edge of the surface water, usually characterized by a break in slope at both the top and the bottom.

watercourse

A natural or manmade channel through which water may flow

wetland

Any area that is inundated or saturated by surface or ground water at a frequency and duration to support, and that under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands include but are not limited to swamps, marshes, bogs and similar areas. Wetlands are delineated on the basis of hydrophytic vegetation, hydric soils, and wetlands hydrology in accordance with the techniques outlined in the Corps of Engineers "Wetlands Delineation Manual, Technical Report Y-87-1" (January 1987); provided, however, that delineations based on hydrophytic vegetation or hydric soils are sufficient for projects allowed by administrative permit under Section 1103.7, so long as the vegetation or soil has not been disrupted by artificial planting or past dredging or filling. Wetlands classifications, when made, are in accordance with U.S. Fish & Wildlife Service Manual FWS/OBS-79/31, "Classification of Wetlands and Deepwater Habitats of the United States" (Cowardin et al, 1979).

wetlands hydrology

Saturation or inundation to the surface for two weeks or more during the growing season

1102 Flood plain protection

1102.1 There is hereby established the Flood Plain district in order to:

- A. Comply with the regulations for the federal government for qualification for flood damage insurance, and
- B. Encourage only that type of development of flood-prone areas that:
 - (1) Is appropriate in the light of the probability of flood damage and the need to replace flood losses to the public and to individuals,
 - (2) Represents an acceptable social and economic use of the land in relation to the hazards involved, and
 - (3) Does not increase danger to human life, and
- C. Discourage all other development of flood-prone areas.

1102.2 The Flood Plain district is shown on maps described in Section 1102 above as FBFM and FIRM, but limited only to the A and AE zones shown on the FIRM map. The interpretation of the maps is that indicated in the New Hampshire Flood Management Handbook, as updated by the New Hampshire Office of Energy and Planning. Areas adjacent to the mapped flood plain whose elevations are indicated as being below the 100-year flood zone, but not shown on the map itself as being in the flood plain, may nonetheless be part of the Flood Plain district. Such Flood Plain districts are superimposed over any other zoning established in this Ordinance.

1102.3 There is hereby prohibited any fill, new construction, substantial improvement and any other development within the 100 year floodplain, except as provided for in Sections 1102.5 and 1102.6.

1102.4 No manufactured housing may be placed or replaced within the Floodway. Any replacement of manufactured housing outside of the Floodway is subject to the following requirements:

- A. All manufactured housing must be anchored to resist flotation, collapse or lateral movement by providing over the top and frame ties to ground anchors. Specific requirements are:
 - (1) Over-the-top ties provided at each of the four corners of the manufactured housing, with two additional ties per side at intermediate locations and manufactured housing less than 50 feet long requiring one additional tie per side;
 - (2) Frame ties provided at each corner of the housing with five additional ties per side at intermediate points and manufactured housing less than 50 feet long requiring four additional ties per side;
 - (3) All components of the anchoring system must be capable of carrying a force of 4,800 pounds; and
 - (4) Any additions to the manufactured housing must be similarly anchored.
- B. The following additional requirements also apply where elevations are provided on the FIRM (Elevations are shown on the FIRM in Zone AE) and where

elevations are not provided on the FIRM (Elevations are not shown on the FIRM in Zone A):

- (1) No dwelling unit, including a manufactured home, may be placed within a special flood hazard area.
- (2) All manufactured homes to be substantially improved within special flood hazard areas must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood level. In addition, adequate surface drainage and access for a hauler must be provided and in the instance of elevation on pilings, the lot must be large enough to permit steps, piling foundations must be placed in stable soil no more than ten feet apart and reinforcement must be provided for piers more than six feet above the ground level.

1102.5 The following uses are permitted within the Flood Plain district to the extent that such uses are not prohibited by any other ordinance and provided that building, fill, or storage of equipment is not required:

- A. Agricultural uses,
- B. Forestry uses, and
- C. Outdoor recreation uses.
- D. Accessory uses to A, B, and C above.

No new buildings or substantial improvements of structures are permitted in the Flood Plain district unless such a prohibition would preclude reasonable use of the lot as determined by the underlying zoning district in which it is located. To reach such a conclusion, the Zoning Board of Adjustment must find that the conditions for a variance are met. An applicant for such a variance must also meet the applicable standards for granting special exceptions set out in Section 1102.7 below. Fill in the floodplain is permitted for this purpose subject to the conditions of 209 D, the minimum variance that will afford reasonable relief.

1102.6 The following uses are allowed within the Flood Plain district by special exception:

- A. Railroads, streets, bridges and essential services;
- B. Marinas, boat rentals, docks, piers, wharves;
- C. Outdoor storage; and
- D. Off-street parking space or parking facility.

Notwithstanding the provisions of Section 1102.6 B, a seasonal dock that may be permitted as a minimum impact expedited project by the Wetlands Bureau of the State of New Hampshire and as permitted under Section 1103.5 A is permitted and does not require a special exception.

1102.7 For any proposal for which subdivision or site plan approval by the Planning Board is required, no application for special exception will be accepted until preliminary

subdivision or site plan review has been completed; the application for special exception must reflect the Planning Board's resulting recommendations.

- A. In acting upon special exception applications, the Zoning Board of Adjustment shall find that the proposed use complies with all other applicable sections of this Ordinance, with all other applicable town, state and federal regulations and laws and further that such proposed use will not:
 - (1) Create danger to life and property due to increased flood heights or velocities caused by encroachments or
 - (2) Create danger that materials may be swept onto other lands or downstream to the injury of others.
- B. The Board shall also find:
 - (1) That the proposed water supply and sanitation systems are sufficient and adequate to prevent disease, contamination and unsanitary conditions and comply with applicable town and state regulations and laws and are so constructed as to prevent the entrance of flood waters;
 - (2) Depending upon use, that the proposed use requires a waterfront location;
 - (3) That alternative locations not subject to flooding are unavailable for the proposed use;
 - (4) That the proposed use is compatible with existing development and development anticipated in the foreseeable future as indicated in the Town Master Plan, considering the relationship of the proposed use to the Flood Plain Management Program in effect, if any, for the area;
 - (5) That access to the property in times of flood for ordinary and emergency vehicles is safe and not hazardous;
 - (6) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood level;
 - (7) All new construction and substantial improvements of non-residential structures have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities so designed that below the base flood level the structure is flood proofed, watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - (8) Where flood proofing is utilized for a particular structure in accordance with the standards as contained herein, a registered professional engineer or architect certifies that the flood proofing methods are adequate to withstand the flood depths, pressures, velocity, impact and uplift forces and other factors associated with the base flood, and a record of such certificates indicating the specific elevation (in relation to mean sea level) to which such structures are flood proof is maintained by the Zoning Administrator.
 - (9) Flood proofing consists of the following, as needed:
 - a. Installation of watertight doors, bulkheads, and shutters;
 - b. Reinforcement of walls to resist water pressures;

- c. Use of paints, membranes, or mortars to reduce seepage of water through walls;
 - d. Addition of weight to building to resist flotation;
 - e. Installation of pumps to lower water levels in building;
 - f. Pumping facilities for subsurface external foundation wall and basement floor pressures;
 - g. Construction to resist rupture or collapse caused by water pressure or floating debris;
 - h. Cutoff valves on sewer lines or the elimination of gravity flow basement drains;
 - i. Installation above base flood elevations of all water heaters, furnaces, electrical distribution panels, and other critical mechanical or electrical installations, with separate electrical circuits dropped from above to serve basements; and
 - j. Venting tanks above base flood elevations.
- (10) Water supply systems, sanitary sewage systems, and on-site waste disposal systems, as follows:
- a. New and replacement water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems.
 - b. New and replacement sanitary sewage systems (centralized systems and treatment facilities) must be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from systems into the flood waters.
 - c. On-site waste disposal systems (including individual septic tanks and leach fields) must be located so far as practicable to avoid impairment to them or contamination from them during flooding.
- (11) Anchorage to prevent flotation and lateral movement.
- (12) The applicant shall demonstrate through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increases in flood levels within the community during the base flood discharge.

1102.8 Existing non-conforming structures and buildings and non-conforming uses are allowed to continue. Any such structure or building may be enlarged or extended as a special exception in conformity with the standards set forth in Section 1102.7 above.

1102.9 Recreational vehicles placed on sites within Flood Zones A and AE must either:

- A. Be on the site for fewer than 180 consecutive days and
- B. Be fully licensed and ready for highway use, or
- C. Meet all standards of Section 60.3 (b)(1) of the National Flood Insurance Program Regulations and the elevation and anchoring requirements for “manufactured homes” in Section 60.3(c)(6).

1102.10 Permits are subject to the following provisions:

- A. A permit must be obtained for the use and/or development of any land in the Flood Plain district. No permit issued hereunder is valid unless all necessary permits have been received from those governmental agencies from which approval is required by federal or state law including Section 404 of the Federal Water Pollution Control Act and Amendments of 1972, 33 USC 1334. The applicant shall satisfy the Zoning Administrator of such compliance prior to the issuance of a permit.
- B. All permit applications hereunder must be reviewed to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in the Flood Plain district, all new construction and substantial improvements (including the placement of prefabricated buildings and manufactured housing) must be:
 - (1) Designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure;
 - (2) Constructed with materials and utility equipment resistant to flood damage;
 - (3) Constructed by methods and practices that minimize flood damage; and
 - (4) Constructed with electrical, heating, ventilation, plumbing, air conditioning, and other service or utility facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- C. In riverine situations, prior to issuing any permit for development that would alter or relocate any watercourse within the Flood Plain district, the applicant for such authorization shall notify the Wetlands Bureau of the New Hampshire Department of Environmental Services and submit copies of such notification to the Zoning Administrator, in addition to the copies required by RSA 482-A:3. Further, the applicant shall be required to submit copies of said notification to those adjacent communities as determined by the Zoning Administrator, including notice of all scheduled hearings before the Wetlands Bureau. It must be a condition of any such permit that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained. The applicant shall submit to the Zoning Administrator, certification provided by a registered engineer, assuring that the carrying capacity of the altered or relocated watercourse(s) can and will be maintained.
- D. As to the areas of the Flood Plain district shown as Zone A for which specific elevations are not yet available, the Zoning Administrator shall obtain, review, and reasonably utilize any Base Flood elevation data available from a federal, state or other source as criteria for requiring that all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above base flood level and all new construction and substantial improvements of non-residential structures have the lowest floor (including basement) elevated or flood proofed to or above the base flood level.
- E. Elevations must be furnished by applicant. The applicant shall provide to the Zoning Administrator and the Zoning Administrator shall maintain a record of the elevation of:

- (1) The lowest habitable floor including basement of all new or substantially improved structures whether or not such structures contain a basement, or
 - (2) If the structure has been flood proofed, the elevation to which the structure has been flood proofed.
- F. The property owner or applicant shall present a plan, certified by a professional engineer licensed in New Hampshire, that clearly delineates the 100 year flood elevation.
- G. The 100 year flood elevation determination is used as criteria for requiring that:
- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the 100 year flood level;
 - (2) All new construction and substantial improvements of non-residential structures have the lowest floor (including basement) elevated to or above the 100 year flood level or be flood-proofed and certified by a professional engineer.
- H. The Zoning Administrator shall maintain for public inspection, and furnish upon request, any certification of flood-proofing and the as built elevation of the lowest floor (including the basement) of all new or substantially improved structures and include whether or not such structure contains a basement. The Zoning Administrator shall also maintain records as to whether the structure has been flood-proofed, and the elevation to which the structure is flood-proof. This information must be furnished by all applicants for a permit.
- I. Until a regulatory floodway is designated along watercourses, no new construction, substantial improvements or other development (including fill) may be permitted within Zones AE on the FIRM, unless it is demonstrated by the applicant that the cumulative effect of the proposed development, when combined with all existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- J. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding are permitted provided they meet the following requirements:
- (1) The enclosed area is unfinished or flood resistant, usable solely for the parking of vehicles, building access or storage;
 - (2) The area is not a basement;
 - (3) The area is designed to automatically equal hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater.
- K. Designs for meeting the requirement set forth in J above must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
- (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided;
 - (2) The bottom of all openings must be no higher than one foot above grade; and

- (3) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of flood water.
- L. The Building Inspector shall obtain, review, and reasonably utilize any floodway data available from federal, state, or other sources as criteria for requiring that all development located in Zone A meet the following floodway requirement: no encroachments, including fill, new construction, substantial improvements, and other development are allowed within the floodway that would result in any increase in flood levels within the community during the base flood discharge.

1102.11 Land located in a Flood Plain district may be used only in accordance with the provisions of Section 1102 regardless of the uses permitted or allowed in the underlying zoning district.

1102.12 The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur, floods may occur in other stream beds, or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that any area outside the Flood Plain district boundaries or land uses permitted within such district will be free from flooding or flood damages. This Ordinance does not create liability on the part of the Town of Hanover or any officer thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

1103 Wetland, waterbody, and intermittent stream protection

1103.1 The provisions of this Section 1103 are adopted pursuant to the authority contained in RSA 674:16-17 in the interest of public health, safety, and general welfare of the residents of the Town of Hanover.

- A. The purpose of these provisions is to regulate activities in water resources and their buffers as defined in this section. Such provisions are intended to serve to mitigate contamination or pollution of surface and ground water; maintain ground water recharge; sustain storm water storage; protect wildlife habitats; preserve wetlands; and maintain the ecological and aesthetic values associated with water resources and their buffers in the Town of Hanover.
- B. This section should be administered balancing the foregoing objectives with the public interest in protecting historic resources, scenic views, and agricultural soils.
- C. An additional purpose of this section is to reduce regulatory burdens on applicants by conforming, where consistent with the substantive requirements of the Ordinance, the regulatory and procedural requirements of the Ordinance to those imposed by the dredge and fill regulations adopted by the Division of Water Resources of the Department of Environmental Services of the State of New Hampshire. This is not always possible. For example, the State of New Hampshire dredge and fill regulations, unlike this Ordinance, do not regulate activity beyond the shoreline in water resource buffers. Moreover, some permit approval criteria are unique to the Hanover Ordinance.

1103.2 The following general restrictions apply:

- A. In order to achieve the foregoing purposes, no person may engage in activity, as defined in Section 1101, within a waterbody or wetland, vernal pool, or intermittent stream or in the buffer area around those features as defined in Article XI, unless explicitly permitted pursuant to this section. In this section, the term water resource refers to waterbodies, wetlands, vernal pools and intermittent streams, all as defined in this Ordinance, and the term water resource buffer refers to the buffer area described in the foregoing sentence.
- B. The following activities are prohibited within a waterbody or wetland, vernal pool, or intermittent stream or in the buffer area around those features as defined in Section 1101: salt storage, auto junkyards, solid or hazardous waste facilities, bulk chemical storage, or the use of chemical lawn fertilizers.
- C. No person may place a leach field or any part thereof within 125 feet of any water resource unless a special exception has been allowed pursuant to Section 1103.7

1103.3 Persons proposing to engage in activities are responsible for identifying the water resources and associated buffers that are subject to the restrictions set forth herein. General locations of some but not all water resources are shown on the map entitled “Water Resources” maintained by the Hanover Planning and Zoning Department. The precise delineation of water resources and their buffers will be based upon the definitions set forth in Section 1101, not upon that map.

1103.4 The following activities, if otherwise prohibited by Section 1103.2, are permitted. The itemized activities are not intended to permit evasion of restrictions by piecemeal activity. None of these activities may occur in any vernal pool or its buffer.

- A. Activity that disturbs, in the aggregate, less than 100 square feet in a wetland, waterbody or intermittent stream, 500 square feet in the associated 25 foot buffer and 1500 square feet in the associated 25 foot to 75 foot buffer, and that does not increase drainage into the wetland, waterbody or intermittent stream during or after construction. Disturbance caused by silt fence installation before or during construction is permitted and is not included in the calculation of permitted disturbance.
- B. An activity within a wetland or intermittent stream or a buffer of a wetland in cases in which the wetland or intermittent stream comprises, in the aggregate, less than 1000 square feet. This permission does not exempt activities from review to the extent they may adversely affect the functioning of any other water resource.
- C. A project that involves no increase in lot coverage and no alteration of terrain but results solely in a change in building mass or volume.

1103.5 The following activities, if otherwise prohibited by Section 1103.2, are permitted upon notification to the Zoning Administrator and notice to the Hanover Conservation Commission as contemplated by Subsection D of this section. The following itemized activities are not intended to permit evasion of restrictions by piecemeal activity.

- A. Activities within the jurisdiction of the Division of Water Resources of New Hampshire Department of Environmental Services (NHDES) for which a

Statutory Permit By Notification (SPN), Lower Scrutiny Approval (LSA), Permit by Notification (PBN), or an Expedited Permit (EXP) has been filed with NHDES, and that the application has been signed by the Hanover Conservation Commission indicating that its right to intervene has been waived. New Hampshire permits subject to this section do not apply to activity in buffers. See Section 1103.6 A for required standards for activity in a buffer associated with activity for which a SPN, LSA, PBN or EXP has been obtained.

- B. Repair or reconstruction of an existing legal structure authorized by and meeting the conditions of New Hampshire Department of Environmental Resources Regulation Env-Wt 303.05 (a) as it may be re-designated from time to time.
- C. Any activity otherwise prohibited by this Ordinance constituting maintenance or improvement of existing crop or pasture land for continued agricultural use upon certification of the Grafton County Conservation District required by the Regulations of the Department of Environmental Services and compliance with the other requirements for qualification of such activity as a minimum impact project under such regulations.
- D. Notice required by this section must be filed with the Clerk of the Town of Hanover at least 15 days before the activity begins with a copy to be transmitted by the Town Clerk to the Hanover Conservation Commission. In the case of matters permitted under Subsection A, the notice must be that required by the New Hampshire Department of Environmental Services in order that the proposed activity be processed as a Statutory Permit by Notification (SPN), Lower Scrutiny Approval (LSA), Permit by Notification (PBN), or an Expedited Permit (EXP), as the case may be. In the case of matters permitted under Subsection B, the notice must identify the applicant, the proposed activity, and factual material sufficient to establish the basis for the applicability of this section. In the case of matters permitted under Subsection C, the notice must be a copy of the certification of the Grafton County Conservation District.

1103.6 The Zoning Administrator may grant an administrative permit for any of the activities itemized in this section that otherwise would be prohibited by Section 1103.2 (the itemization of matters should not be construed to permit evasion by piecemeal activity of the necessity for review by the Zoning Board of Adjustment):

- A. Activity in a protected buffer necessitated by, resulting from, or associated with activity in water resources permitted under Section 1103.5 A, upon a demonstration to the Zoning Administrator, found satisfactory by the Zoning Administrator, that the activity is the feasible alternative with the least adverse impact on the associated water resource.
- B. Any activity that is otherwise prohibited by this Ordinance but that is permitted to proceed upon filing of a Notification of Forest Management or Timber Harvest Activities Having Minimum Wetlands Impact under procedures adopted by the New Hampshire Department of Environmental Services, upon a determination by the Zoning Administrator that such application is complete. The administrative permit authorized by this Subsection B must include a condition that the activities authorized by the Permit must be conducted in accordance with best management practices as described in the most recent edition at the time the permit is granted

of the publication *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* published by the New Hampshire Department of Resources and Economic Development.

- C. Any of the following activities otherwise prohibited by this Ordinance, upon a finding by the Zoning Administrator that the criteria set forth in Subsections A through E inclusive of Section 1103.7 have been satisfied. None of the following exceptions is available for activity in any vernal pool or its buffer.
- (1) Activity that disturbs, in the aggregate, less than 200 square feet in a wetland, waterbody or intermittent stream, 1000 square feet in the associated 25 foot buffer, and 3,000 square feet in the associated 25 foot to 75 foot buffer and does not increase drainage into the wetland, waterbody or intermittent stream during or after construction. Disturbance caused by silt fence installation before or during construction is permitted and is not included in the calculation of permitted disturbance.
 - (2) Activity within a wetland or intermittent stream or a buffer of a wetland in cases in which the wetland or intermittent stream comprises, in the aggregate, less than 2000 square feet. This permission does not exempt activities from Zoning Board of Adjustment review to the extent they may adversely affect the functioning of other waterbodies or wetlands.
 - (3) Activity associated with repair, reconstruction and/or maintenance of existing legal structures, improvements, or features, even though another activity which would currently require a special exception or administrative permit has previously been undertaken on the same lot, in or adjacent to the same wetland or waterbody, provided that:
 - a. Such structures, improvements, or features were constructed in conformity with the Hanover Zoning Ordinance then in effect;
 - b. The repair, maintenance, or reconstruction involves no change in the size, volume, extent, or location of the related wetland or waterbody; and
 - c. The repair, maintenance, or reconstruction involves no change in the footprint size, volume, placement, height, or extent of the related feature or improvement.

In any five year period for any lot, there may be no more than two administrative permits granted under this Section 1103.6 C. Special exception review is required for any additional permit.

- D. The applicant shall submit the information required by the Department of Planning and Zoning on forms established for that purpose. In establishing information requirements, the Department of Planning and Zoning shall attempt, where reasonable, to ask for and rely on the same information as is required to be submitted by the New Hampshire Department of Environmental Services and/or the United States Army Corps of Engineers for parallel or comparable regulatory permits:
- (1) The applicant shall have the burden of demonstrating to the Zoning Administrator that the permit should be issued.

- (2) The Zoning Administrator may require information in addition to that submitted by the applicant if needed to determine whether or not an administrative permit should be granted under this Section 1103.6.
- E. If an administrative permit is granted under this Section 1103.6, the Zoning Administrator shall notify abutters via first class mail, at the expense of the applicant, specifying the time by which any appeal must be filed. An appeal of the Zoning Administrator's decision may be made to the Zoning Board of Adjustment under Section 206 by the applicant, by any official body of the Town, or by any person directly affected.

1103.7 The following standards and procedures apply to any activity permitted by special exception:

- A. Activities otherwise restricted under Section 1103.2 and not permitted under Subsections 1103.4, 1103.5 or 1103.6 may be permitted only if the Zoning Board of Adjustment finds that the proposal conforms to the standards set forth in this Subsection 1103.7. The burden of demonstrating satisfaction of those standards, including the use of mitigation measures if needed, is upon the applicant.
- (1) Avoidance: the proposed activity cannot reasonably be located on that portion of the lot lying outside of any water resource and water resource buffer, and will not cause random or unnecessary destruction of water resources.
 - (2) Minimization: the manner in which the applicant proposes to meet his or her needs and objectives is the reasonable and feasible alternative with the least adverse impact on water resources and their buffers. In considering feasible alternatives, the Zoning Board of Adjustment may, in its discretion, grant a request for a special exception from dimensional requirements of this Ordinance if, in its judgment, preservation of water resources and their buffers justifies such special exception. (See Section 207.2). The Zoning Board of Adjustment will not, in any event, create a specific, identified hazard to public health safety or welfare in order to preserve a water resource or a water resource buffer.
 - (3) Functions and values assessment: the proposed activity, when considered together with any proposed and approved mitigation measures, will not result in any unreasonable and significant net adverse effect on the natural function of any water resources or their buffers in the area. The applicant shall submit a functional assessment, prepared by a certified wetland scientist in all cases except those involving a homeowner proposing activity on his own behalf relating to his or her primary residence, of the impacted wetland site and proposed mitigation site(s) if any, using the considerations set forth in the US Army Corps of Engineers New England District's *The Highway Methodology Workbook Supplement Wetland Functions and Values, Appendix A Wetland Evaluation Supporting Documentation* as a guide for the assessment. Such natural function considerations include groundwater recharge/discharge, alteration of flood flow or low flow, fish and shellfish habitat, sediment/toxicant/pathogen retention, nutrient removal/retention/transformation, production export, sediment/shoreline

stabilization, wildlife habitat, recreation, education/scientific value, uniqueness/heritage, visual quality/aesthetics, and endangered species habitat. In considering the application, the Zoning Board of Adjustment will take into consideration any compensatory mitigation proposal submitted to the Division of Water Resources of the Department of Environmental Services of the State of New Hampshire under Regulation Env-Wt 800 et seq.

- (4) Water quality: The proposed activity will not cause significant degradation in the quality of surface or ground water.
- (5) Water quantity: The following water quantity standards are observed:
 - a. Peak flow: The proposed activity will not increase the peak run off rate of surface water from 2-, 10-, 25-year 24 hour storms into any wetland or waterbody wherever located.
 - b. Water recharge: The applicant will take measures to reasonably ensure that the volume of water diverted by impervious surfaces created by the proposed activity in 2-, 10-, 25-year 24 hour storms will infiltrate as ground water (be “recharged”) elsewhere on the affected lot.
 - c. Licensed Engineer required: In the case of a lot that includes structures and improvements consisting of roadways, driveways, parking areas, walkways, facilities built from concrete or asphalt, decks or porches without roofs the surface area of which aggregates 7500 square feet or more from which water flows directly into wetlands or waterbodies, wherever located, the volume of water diverted by such surfaces and the recharge capacity must be calculated by a New Hampshire licensed professional engineer. The recharge capacity is calculated using the following formula:
Re = (F)(A)(I)/12, where
Re = Recharge volume in acre feet (multiply by 43,560 to convert to cubic feet):
F = Recharge factor below based upon NRCS hydrologic soil group (in inches):
Group A 0.40, Group B 0.25, Group C 0.10, and Group D no requirement;
A = Site area in acres; and
I = Percent of impervious surfaces specified above (expressed as a decimal).
- (6) Erosion control: The proposed activity will not, either during or after construction, cause or pose any unreasonable and avoidable threat of soil erosion or increased silting into any wetland or waterbody, or unreasonably cause erosion or accumulation of sediment on any adjoining property.

B. In judging reasonableness under clauses (1) through (6) above, the Zoning Board of Adjustment shall balance the protection of water resources with the public interest in the protection of historic resources, scenic views, and agricultural soils.

C. Requirements for application for special exception are:

- (1) For any special exception under Section 1103.7, the applicant shall submit the information required by the Office of Planning and Zoning on forms established for that purpose. In establishing information requirements, the Office of Planning and Zoning shall attempt, where reasonable, to ask for and rely on the same information as is required to be submitted by the New Hampshire Department of Environmental Services and/or the United States Army Corps of Engineers for parallel or comparable regulatory permits.
- (2) The Zoning Board of Adjustment may request additional information if needed to determine whether or not a special exception should be granted under Section 1103.7. When delineation of boundaries of water resources and their buffers, or the application of decisional criteria, is in doubt, the Zoning Board of Adjustment or Zoning Administrator may require the applicant to submit a delineation or assessment prepared by a certified wetlands scientist or other person whose qualifications are satisfactory to the Board or Administrator, as the case may be, or, in the alternative, if the applicant so elects, at the applicant's expense, the Board or Administrator may engage such a consultant to determine the delineation and/or conduct the assessment.
- (3) For any proposal for which subdivision or site plan approval by the Planning Board is required, no application for special exception or administrative permit may be accepted until the design review phase of subdivision or site plan review has been completed; the application for special exception or administrative permit must reflect the Planning Board's resulting recommendations.

1103.8 A copy of all notifications or applications under Sections 1103.5, 1103.6 or 1103.7 must be sent to the Conservation Commission promptly upon filing with the Clerk of the Town of Hanover or the Zoning Administrator, as the case may be. The Conservation Commission may, in its discretion, review and comment upon any such request. In the case of an application for a special exception under Section 1103.7, the Conservation Commission or its Chair may request from the Zoning Board of Adjustment additional time of up to 30 days to complete its review and comment before a final decision is made. The Conservation Commission may request information in addition to that submitted by the applicant if it considers the information necessary for it to decide what recommendation to make to the Zoning Board of Adjustment. The Zoning Board of Adjustment shall review and make part of the record any comments from the Conservation Commission with regard to any request for a special exception. Applicants, abutters and other parties shall be given an opportunity to review and respond to any comments from the Conservation Commission.

1103.9 In the event of a conflict with the requirements of other sections of this Ordinance, including Section 1102, the stricter requirement applies.

ARTICLE XII. AFFORDABLE NONPROFIT-PROVIDED WORKFORCE HOUSING

1201 Applicability of other regulations

Where specific development requirements are addressed in this article, they shall supersede any other Town regulation. Where specific development requirements are not addressed in this article, the most stringent of any other Town regulation shall apply. Affordable nonprofit-provided workforce housing shall also comply with the then current requirements established by the US Department of Housing and Urban Development.

1202 Districts permitted by special exception

Affordable nonprofit-provided workforce housing is permitted by special exception in the following districts on lots served by both municipal water and sewer:

- A. Single Residence Districts
- B. General Residence Districts
- C. Rural Residence Districts, but only for lots that are also part of the SR or GR districts

1203 Density and phasing

The density shall not be more than twice the permitted development density.

Affordable Nonprofit-Provided Workforce Housing projects shall be phased so that Town-wide no more than forty (40) dwelling units shall be permitted for building in any one calendar year.

1204 Lot requirements

All dimensional requirements of the individual district shall apply. Where a zoning district boundary line crosses a lot of record created prior to the adoption of this ordinance, the requirements of this Ordinance for a district apply to that portion of the lot included in that district, except that a less restrictive requirement may be extended not more than 1000 feet into the RR district.

1205 Management requirements

Any rental units shall be owned by a recognized non-profit affordable housing organization which shall be responsible for property management, including, but not limited to, tenant income means-testing.

The residential units available for sale shall be encumbered by the necessary deed restriction/covenant that preserves the long-term affordability of the unit in accordance with the funding source requirements and designates a recognized non-profit affordable housing organization to monitor affordability compliance.



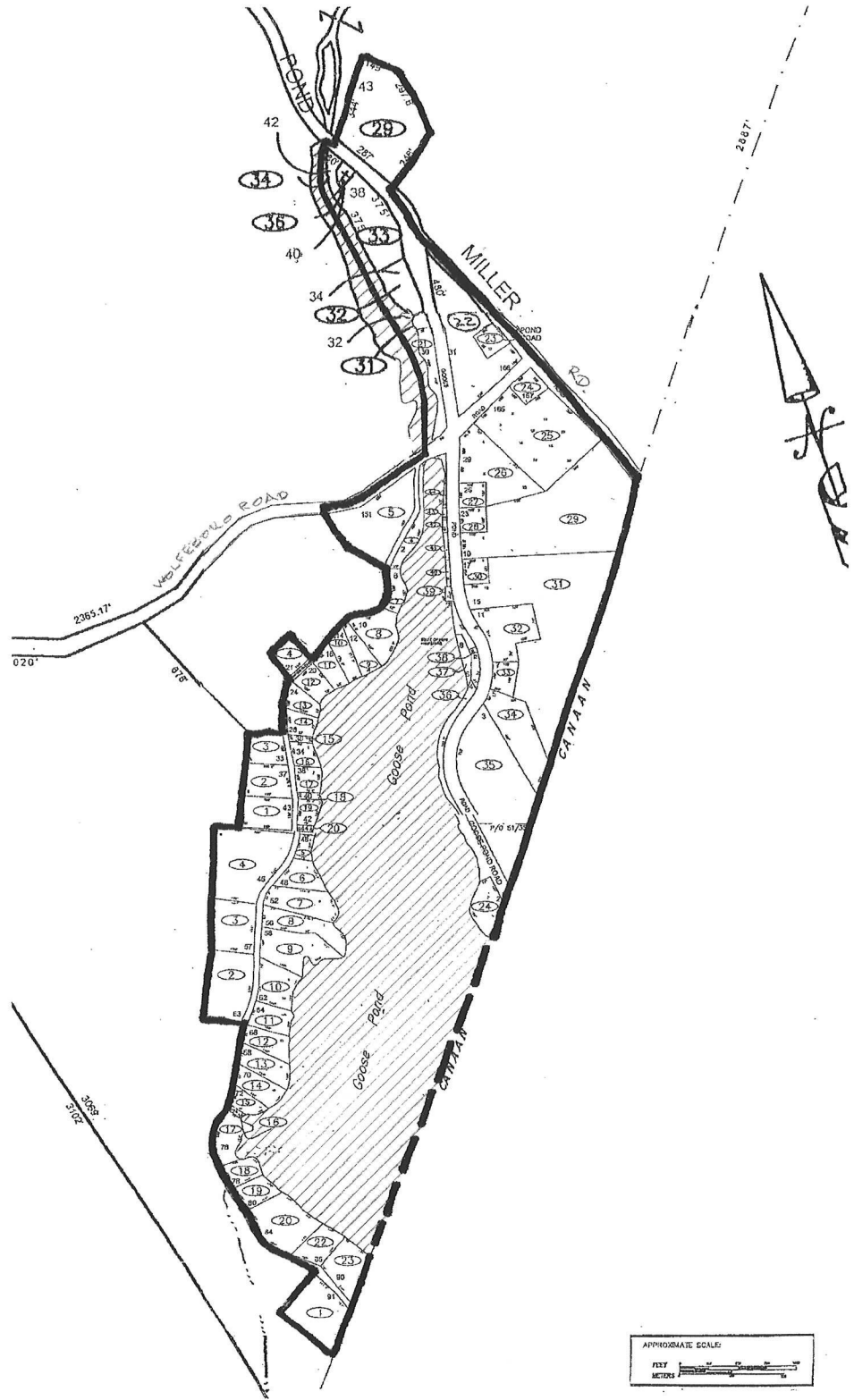
NOTES:

1. UNLESS OTHERWISE NOTED, THE SETBACK LINES FOLLOW EXISTING BUILDING FOUNDATIONS.
2. DIMENSIONS SHOWN INDICATE DISTANCES FROM CURB LINES, BETWEEN SETBACK LINES AND OFFSETS FROM BUILDING FOUNDATIONS.
3. DENOTES SETBACK LINE ALONG EXISTING FOUNDATION WALL.
4. - - - - - DENOTES SETBACK LINE FROM EXISTING FOUNDATION CORNER TO EXISTING FOUNDATION CORNER.
5. - - - - - DENOTES SETBACK LINE AS AN EXTENSION OF AN EXISTING BUILDING FOUNDATION.
6. UNLESS OTHERWISE SHOWN SETBACK LINES ARE PARALLEL.

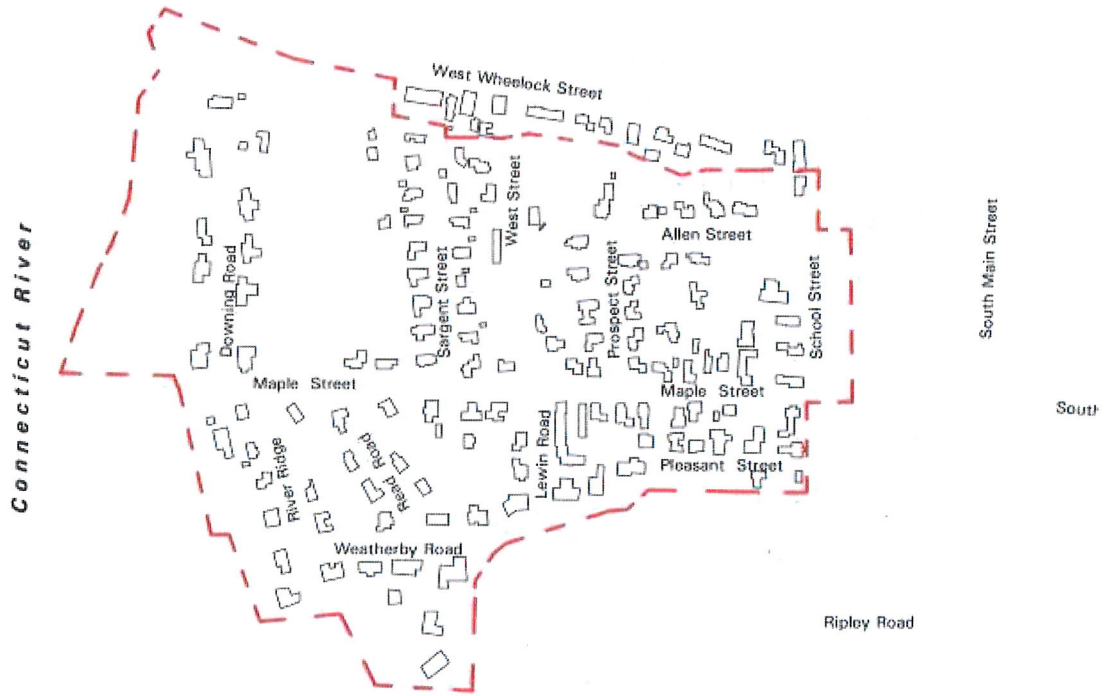
REVISIONS AS OF OCTOBER 29, 2002
DOWNTOWN AREA SETBACK LINE
ADOPTED MAY 14, 2002



Map of "GP" Goose Pond Zoning District:



Map of West End Neighborhood Overlay District



Connecticut River

West End Neighborhood

Mink Brook

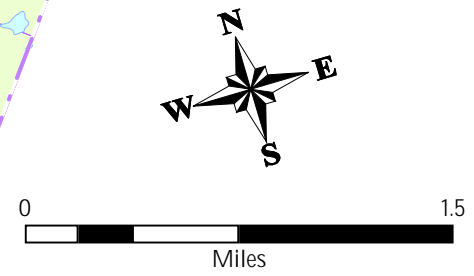
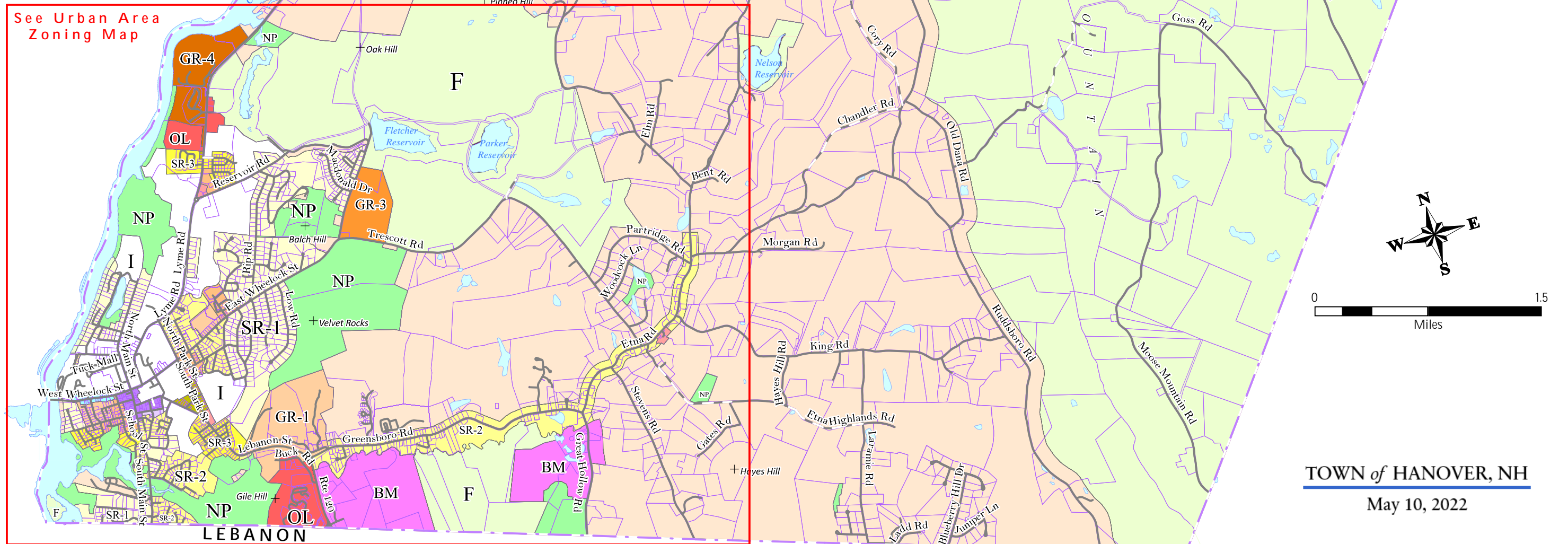


Town of Hanover, NH

Zoning Districts - Townwide

- B - Business
- BM - Service Business & Limited Manufacturing
- D-1 - Downtown Center
- D-2 - Downtown Edge
- F - Forestry & Recreation
- GP - Goose Pond
- GR-1 - General Residence, 1
- GR-2 - General Residence, 2
- GR-3 - General Residence, 3
- GR-4 - General Residence, 4
- I - Institution
- MWD - Main Wheelock District
- NP - Natural Preserve
- OL - Office & Laboratory
- RO - Residence & Office
- RR - Rural Residence
- SR-1 - Single Residence, 1
- SR-2 - Single Residence, 2
- SR-3 - Single Residence, 3

See Urban Area
Zoning Map

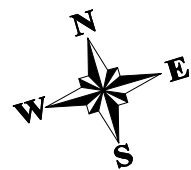
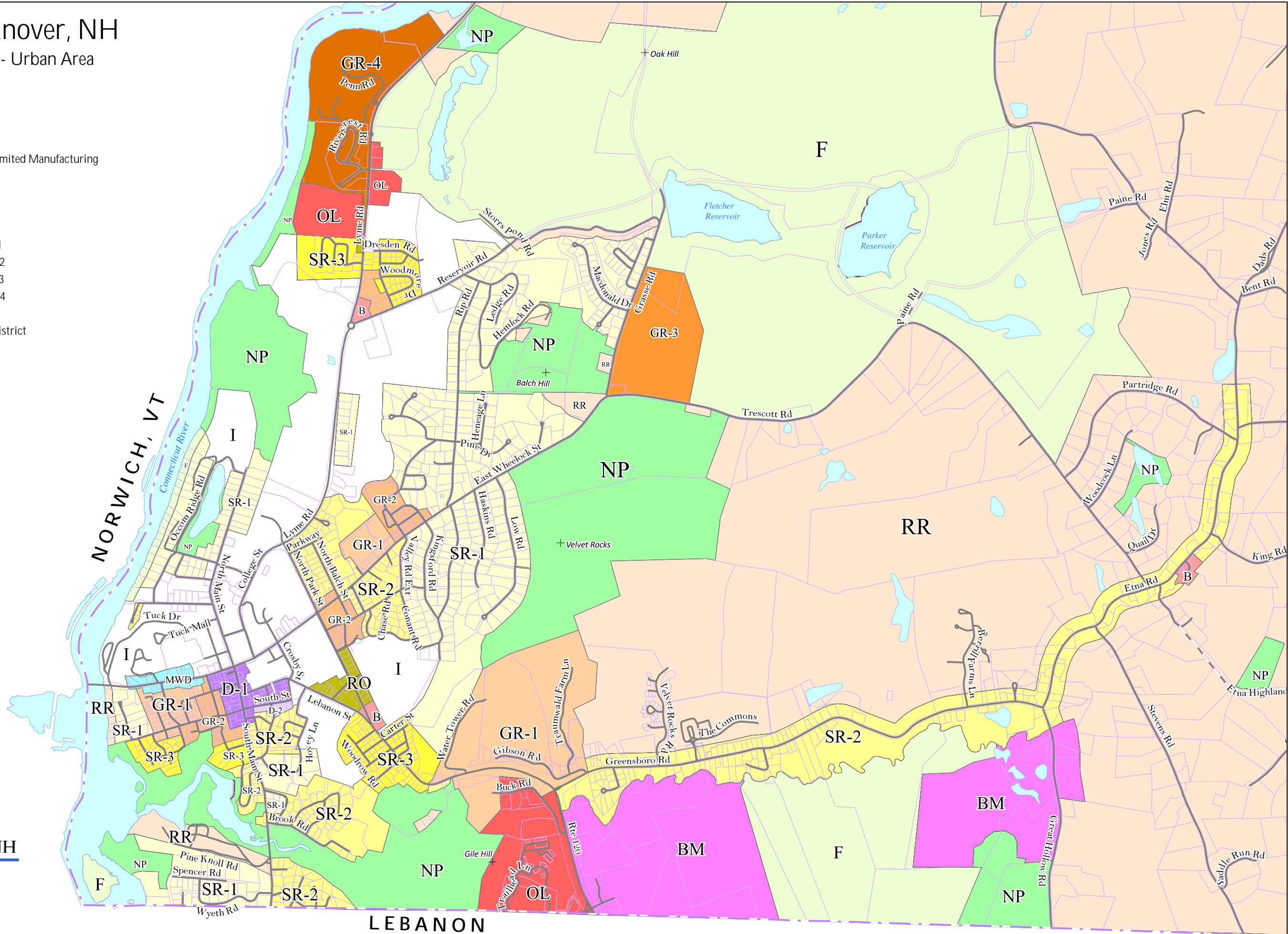


TOWN of HANOVER, NH
May 10, 2022

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TOWN of HANOVER, NH

May 10, 2022

LEBANON



TOWN OF BARRINGTON, NEW HAMPSHIRE

ZONING ORDINANCE AS AMENDED MARCH 28, 2023

Prepared by the
Barrington Planning Board
ZO 2023 V1.8

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PREFACE

History of the Zoning Ordinance, Town of Barrington, New Hampshire

Adopted September 12, 1972, Amended March 8, 1977, Amended March 11, 1980, Amended December 8, 1981, Amended March 9, 1982, Amended March 9, 1983, Amended March 13, 1984, Amended March 12, 1986, Amended March 10, 1987, Amended July 28, 1988, Amended March 15, 1989, Amended March 14, 1990, Amended March 12, 1991, Amended March 11, 1997.

The Existing Zoning Ordinance repealed March 8, 2005, when the new Zoning Ordinance was adopted.

Adopted March 8, 2005, Amended March 11, 2008, Amended March 9, 2010, Amended March 8, 2011, Amended March 13, 2012, Amended March 12, 2013, Amended March 11, 2014, Amended March 10, 2015, Amended March 8, 2016, Amended March 21, 2017, Amended March 13, 2018, March 12, 2019, March 10, 2020, March 8, 2022, and March 28, 2023.

Editor’s Note

The provisions of the Zoning Ordinance and Land Use Regulations are numerically indexed in hierarchical levels. Given at the left margin the numeric Index is followed by a tab leader sized for each heading level. The Body text for each heading level is positioned under the heading text with the exception of paragraphs and subparagraphs having no emphasized lead words. The presentation of the material is exemplified below.

LEVEL TITLES	INDEX AT LEFT MARGIN	TAB LEADER	ILLUSTRATION OF ITEM PRESENTATION
Article	#	NONE	# - ARTICLE TITLE (There is no body text nested directly under the article title.):
Section	##	.5 inch Section Heading Body Text (Directly under Title – block style.).
Subsection	###	.75 inch Subsection Heading Body Text (Directly under title- block style.).
Paragraph- with lead word(s)	### (#)	1 inch Paragraph’s Lead word(s) Body text (Directly under lead words – block style.)
Paragraph	### (#)	1 inch Paragraph’s body text
Subparagraph - with lead word(s)	###(a)	1.25 inch Subparagraph Lead Word(s), Body text (Directly under lead words– block style.)
Subparagraph	###(a)	1.25 inch Subparagraph’s body text

**** Numeric Index Conventions:**

- The symbol # stands for a numeric identifier.
- The small letter ‘a’ stands for any alphabetical identifier.
- Numbers within parenthesis indicate paragraphs.
- Small letters within parentheses indicate subparagraphs.

Order of Presentation

- The Article Index and the Article Title are separated by a dash (–)
- For all other indexing the numeric index is followed by a tab leader (.....) of appropriate length (see above) followed by the appropriate heading.
- A subsection (###) will always be preceded by a section;
- A subparagraph [###(a)] will always be preceded by a paragraph.
- An Article, Section or Subsection may be immediately succeeded by a paragraph.

When an element of a regulation or the Ordinance is being referenced, the Numeric Identification is used. If the intention is to reference an Article in its entirety the Article Number would be the reference, for example, Article 6. If the reference is more specific, for instance Article 6, Section.2 the reference would be given as Section 6.2. The extreme example would be Article 6, Section 2, Subsection 3, Paragraph (2), Subparagraph (b) which would be referenced as Subparagraph 6.2.3 (2)(b).

ARTICLE 1 GENERAL PROVISIONS

1.1Title

This Ordinance shall be known and cited as the “Town of Barrington Zoning Ordinance” and may be referred to herein as “this Ordinance”.

1.2Effective Date of Ordinance

The effective date of this Ordinance is March 8, 2005, the date of adoption by Town vote.

1.3Applicability

In general, the purpose of this Ordinance is to provide for the safe, harmonious and manageable development of the Town of Barrington. More specifically, this Ordinance is intended:

1.3(1) To promote the health, safety, welfare and prosperity of the community;

1.3(2) To safeguard natural resources such as ponds, lakes, rivers, streams, wetlands, forests and aquifers;

1.3(3) To preserve the essential character and quality of life in the community;

1.3(4) To protect property values;

1.3(5) To foster the reasonable and judicious use of land for commercial and industrial purposes compatible with the community’s interests; and

1.3(6) To promote energy efficient patterns of development and the use of other renewable forms of energy and energy conservation.

1.4Authority

This Ordinance is adopted pursuant to the authority conferred by New Hampshire State Statutes (RSAs 674:16-21 as amended), and any other applicable provisions of state law.

1.5Severability

In the event that any of the terms or provisions of this Ordinance are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Ordinance, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

1.6Interpretation

The provisions of this Ordinance shall be interpreted as minimum requirements adopted for the promotion of the public health, safety and welfare and other purposes noted above.

1.6(1) Should conflict exist between or among standards or requirements within this Ordinance, then whichever imposes the more stringent standard or requirement shall control.

1.6(2) Within this Ordinance words or phrases not specifically defined the Definitions Article are to be given their common and generally accepted meaning.

1.7History

A Zoning Ordinance was adopted September 12, 1972, and subsequently amended March 8, 1977, March 11, 1980, December 8, 1981, March 9, 1982, March 9, 1983, March 13, 1984, March 12, 1986, March 10, 1987, July 28, 1988, March 15, 1989, March 14, 1990, March 12, 1991, and March 11, 1997.

The Zoning Ordinance adopted September 12, 1972 and as amended through March 11, 1997 was repealed with the adoption of the Zoning Ordinance, March 8, 2005.

The Zoning Ordinance of March 8, 2005, the current Ordinance has been amended March 11, 2008, March 9, 2010, and March 8, 2011, Amended March 13, 2012, Amended March 11, 2014, Amended March 10, 2015, Amended March 8, 2016, Amended March 21, 2017, Amended March 13, 2018, March 12, 2019, March 10, 2020, March 8, 2022 and March 28, 2023.

1.8Consistency with the Master Plan and Capital Improvement Plan

This Ordinance is intended to implement, to the fullest extent possible, the Current Vision, Strategic Objectives, and Implementation Strategy of the Strategic Master Plan Update, Barrington, New Hampshire, which was adopted by the Barrington Planning Board, along with all of the supplemental planning studies that were adopted by reference. This document is hereafter referred to as the “Master Plan.” This Ordinance is also intended to support the implementation of the Current Capital Improvement Plan (CIP), adopted by the Planning Board, as amended.

ARTICLE 2 ZONING DISTRICTS

2.1Establishment of Zoning Districts

For the purposes of this Ordinance the Town of Barrington is divided into five (5) base zoning districts. Each zoning district is identified on the Official Zoning Map. All of the area within the municipal boundaries is located in one of these five base districts. The designation for the zoning districts are as follows:

- ZO 2.1(1)** General Residential (GR)
- ZO 2.1(2)** Neighborhood Residential (NR)
- ZO 2.1(3)** Village (V)
- ZO 2.1(4)** Regional Commercial (RC)
- ZO 2.1(5)** Town Center (TC) (added March 2008)

In addition to these base districts, this Ordinance also establishes overlay zoning districts that function in concert with the base districts. These overlay zoning districts are intended to regulate the use of specific environmental features or other characteristics or uses. Where an overlay zoning district coincides with all or any part of a base zoning district, the regulations for the base zoning district and the overlay zoning district shall be applied to the coincident area.

- ZO 2.1(6)** Wetlands Protection District Overlay (WDO)
- ZO 2.1(7)** Shoreland Protection District Overlay (SDO)
- ZO 2.1(8)** Floodplain Management District Overlay (FDO)
- ZO 2.1(9)** Groundwater Protection District Overlay (GDO)
- ZO 2.1(9)(a)** Stratified Drift Aquifer Overlay (SDAO)
- ZO 2.1(9)(b)** Swains Lake – Water Management Zone Overlay (SL-WMZO)
- ZO 2.1(10)** Wireless Communications Facilities Overlay (WCO)
- ZO 2.1(11)** Highway Commercial District Overlay (HCO)

2.1.1.....Official Zoning Map

The location and boundaries of the zoning districts are hereby established as shown on a map titled "Zoning Map of the Town of Barrington, New Hampshire," (hereafter referred to as the Zoning Map) dated March 8, 2022, and as amended, which is hereby declared to be a part of this Ordinance. The Zoning Map shall use, as a base map for displaying zoning district boundaries, the most current property maps available for the town. The Zoning Map, along with the Ordinance, shall be kept on file, and made available to the public, at the office of the Town Clerk. A reproduction of this map is contained in the appendix of this Ordinance and available on the Town's website.

2.1.2.....Interpretation of District Boundaries

Where any uncertainty exists with respect to the boundary of any district as shown on the zoning map, the following rules shall apply:

- 2.1.2(1)**Where a boundary is indicated as being a street, railroad, river, or other body of water, it shall be construed to be the center line or middle thereof, or where such boundary approximates a town boundary, then to the limits of the town boundary.

- 2.1.2(2).....Where a boundary is indicated as following approximately or parallel to a street, railroad, river or other body of water, it shall be construed to be parallel thereto and at such distance therefrom as shown on the zoning map. If no dimension is given, such distance shall be determined by the use of the scale shown on the zoning map.
- 2.1.2(3).....Where a dimensioned boundary coincides, within ten (10) feet or less, with a lot line, the boundary shall be construed to be the lot line.
- 2.1.2(4)Where a boundary is indicated as intersecting the center line of a street, railroad, river or other body of water, and unless it is otherwise indicated, it shall be construed to intersect at right angles to such center line or in the case of a curved center line, to the tangent to the curve at the point of intersection.
- 2.1.2(5)The abbreviation "PL" means property line as shown on the town tax maps as in effect on the effective date of this article.
- 2.1.2(6)The abbreviation "CL" means "center line," and "CI" means "center of intersection.
- 2.1.2(7).....When a lot is split by a zoning district boundary, the regulations of this Ordinance applicable to the larger part by area of such lot may, at the option of the owner, be deemed to govern the smaller part of the lot beyond. Uses permitted within the smaller part of the lot, and that are not permitted on the larger part of the lot, shall require a conditional use permit from the Planning Board, as specified in Section 3.4 of this Ordinance, to establish such a use on the larger portion of the lot where it is otherwise not permitted.

2.2Statements of Purpose - Base Zoning Districts

This section of the Ordinance provides individual Statements of Purpose for each of the base zoning districts. These statements are intended to provide insight into the underlying intent for establishing each district with regard to appropriate and suitable types of development that may not be perceived solely from the list of permitted uses and required dimensional standards. These Statements are based primarily on information presented in the town’s master plan, as well as other community planning documents and forums.

From an overall perspective, the zoning districts are intended to promote a hierarchy of development opportunities that offer a variety of development densities, for both residential and non-residential development, in order to achieve a balanced approach to future growth that is sensitive to property rights as well as the future land use goals of the community, as stated in the Master Plan.

2.2.1General Residential (GR)

The General Residential District is intended to provide opportunities for low density residential development in traditional subdivisions although cluster Conservation Subdivisions are also permitted as an option to encourage the preservation of natural resources and open space. The regulations for this district are intended to promote a continuation of the historical land development patterns that were identified in the Master Plan. The regulations for this district are also intended to allow for small-scale business uses or establishments, only if such uses are operated in conjunction with residential uses and developed in compliance with specific standards specified in this Ordinance.

2.2.2Neighborhood Residential (NR)

The Neighborhood Residential District is intended to promote medium density residential development in the central portion of the town, which is in relatively close proximity to municipal and school services. The regulations have been fashioned to provide incentives for developing larger tracts of land in a way that promotes efficient use of the land and creates adequately sized parcels of open space that can be used for public recreation and/or conservation purposes. One of the primary goals for open space in this district, as identified in the Master Plan, is to create trail linkages to public and commercial activities in the adjoining Village District, as well as other surrounding districts. The regulations for this district are also intended to allow for small-scale business uses or establishments, only if such uses are operated in conjunction with residential uses and developed in compliance with specific standards specified in this Ordinance.

2.2.3Village (V)

2.2.3(1).....The Village District is intended to promote mixed use development at higher densities in order to provide a centralized location for regular community interaction as well as convenient opportunities for the purchase of goods and services by town residents. The regulations are intended to allow opportunities for creating apartments above commercial establishments and multifamily senior housing developments that would be in close proximity to municipal and school facilities and provide a base of consumer support for small-scale commercial establishments in the district. The site design and landscaping standards applied to development in this district should reflect the guidelines recommended in the Master Plan as well as other land use regulations adopted by the town.

2.2.3(2).....Development in this district should promote an environment that facilitates pedestrian access both within the VD district as well as into adjoining zoning districts.

2.2.4Regional Commercial (RC)

The Regional Commercial District is intended to establish an environment along the Route 125 and Route 4 corridors that promotes commercial and industrial land uses that conform to the development goals identified in the Master Plan. Although limited residential development is permitted in this district, these types of uses are considered less appropriate for the land area immediately adjacent to the roadway corridor. As noted in the Master Plan, there is a relatively small amount of developable land remaining along these corridors and it should be reserved primarily for non-residential uses. Commercial and industrial development in this district should be done in accordance with the site design guidelines presented in the Master Plan that recommend a compact, nodal form of development (as opposed to strip commercial development), which employs parallel service roads whenever possible, as well as building and landscaping design that reflects community standards.

2.2.5.....Town Center (TC)

The Town Center District is intended to facilitate the creation of a compact mixed-use development pattern around the intersection of Route 125 and Route 9. All development within this district must reflect the design characteristics of a traditional town center as outlined in the Master Plan and Town Center Plan, as well as the Site Plan Review and Subdivision Regulations. The goal for this district is to create a core of high-density commercial development, civic uses and public open space. Commercial uses will offer opportunities for employment, services, and shopping for residents in adjoining neighborhoods as well as those in outlying rural portions of the town. Civic uses and open spaces will provide gathering places for social interaction of residents. Residential uses are also permitted in this district as part of planned use developments as a means to support commercial development and allow for alternative housing options within the community.

ARTICLE 3 PERMITTED USES

3.1General Provisions

Except as herein provided, no building or land shall be used or occupied except for the purposes permitted in the district as described in this Article.

3.1(1)...A permit for the construction, installation, development, alteration, enlargement, moving, demolition, or use of a building or structure shall not be issued by the Building Inspector, or other town official, unless it complies with the provisions of this Article and/or has been granted a variance or special exception by the Zoning Board of Adjustment.

3.1.1.....Permitted Structures

Unless otherwise specified within this Ordinance, only one principal structure may be placed on any legally developable lot.

3.1.2.....Prohibited Uses

Any persistent uses that may be obnoxious or injurious by reason of the production or emission of odor, dust, smoke, refuse, fumes, noise, vibration, or similar conditions or that are dangerous to the comfort, peace, enjoyment, health, or safety of the community are prohibited. The limitations placed on these types of activities are more fully described in Section 7.1 of this Ordinance, Performance Standards.

3.1.3.....Building Codes

All structures shall be constructed in accordance with the building codes adopted by the town that pertain to the proposed construction.

3.1.4.....Impact Fees for Public Capital Facilities

3.1.4(1).....No building permit shall be issued for any development which can be lawfully conducted under the terms of this Ordinance unless the required impact fee(s) has been assessed and/or collected, as prescribed in Article 14.

3.1.4(2).....No certificate of occupancy shall be issued for any development which can be lawfully conducted under the terms of this Ordinance unless the required impact fee(s) has been assessed and/or collected, as prescribed in Article 14.

3.1.5.....Water Supply and Wastewater Treatment Systems

All water supply and wastewater treatment systems, whether they are intended for use as a single user system, a community system, or any other type of user or usage, shall be constructed and maintained in accordance with the standards established by the New Hampshire Department of Environmental Services (NHDES).

3.1.6.....Site Plan Review Regulations

All multifamily dwelling units and non-residential development shall comply with the Site Plan Review Regulations of the Town of Barrington.

3.1.7.....Parking

All development constructed under the provisions of this Ordinance shall comply with the appropriate parking standards contained in the Site Plan Review and/or Subdivision Regulations of the Town of Barrington.

3.1.8.....Signage

3.1.8(1).....Compliance Requirements - No sign shall be constructed, erected or otherwise placed in any zoning district unless said sign is in compliance with the standards specified in this ordinance.

3.1.8(2).....Removal of Signs - The Code Administrator, or other town personnel designated by the Town Administrator, shall cause to be removed any sign placed on or over any public right-of-way or public property that is not in compliance with the standards and provisions of this ordinance, the Town of Barrington Site Plan Regulations, the Town of Barrington Subdivision Regulations and/or any other regulation lawfully adopted by the Town of Barrington.

3.1.8(3).....Signs as Abandoned Property - Where a sign is removed, it shall be deemed to be abandoned and may be disposed of by the town as abandoned property.

3.1.9.....Excavation of Earth Materials

No property owner shall permit any excavation of earth materials on the premises, other than that which is incidental to the construction of a structure approved by the town, without first obtaining Planning Board approval in accordance with the Site Plan Review Regulations of the Town of Barrington.

3.1.10.....Appropriation of Municipal Tax Revenues

Any development approved by the Planning Board under the provisions of this Ordinance which may necessitate the expenditure of municipal tax revenues shall not obligate the town to expend funds that have not legally been made available for such purpose by voter appropriation or otherwise.

3.2Use Regulations

The following Paragraphs (1) through (3) refer to Table 1, the Table of Uses, which is located in the Appendix of this Ordinance. Only uses listed in this Table shall be permitted in any zoning district.

3.2 (1).....Uses Permitted by Right

A use permitted as a matter of right is denoted by the letter “P” in ZO Table 1- Table of uses. A use permitted by right is subject to all other applicable local, State and Federal Regulations.

3.2(2).....Uses Permitted by Conditional Approval of Planning Board

A use listed in the Table of Uses and denoted by the letters “CP” may be permitted if the Planning Board determines that the requested use can be established in compliance with the provisions of Section 3.4 as well as all other applicable provisions of this Ordinance, and subject to all other applicable local, State and Federal regulations.

3.2(3).....Prohibited Uses

Prohibited uses shall be denoted by a dash (–) in the Table of Uses. Unless a use is specifically permitted in a zoning district as indicated in the Table of Uses, it shall be prohibited.

3.2(4).....Uses with Specified Conditions: A use Permitted by Right (“P”) or by Conditional Approval (“CP”) may have specified conditions associated with that use. The existence of specified conditions is indicated by one or more numbers accompanying the letter “P” or letter “CP” The number(s) reflect the footnote reference(s) specifying the condition(s)

3.3Supplemental Regulations for Zoning Districts

3.3.1.....Regulations Pertaining to All Districts

3.3.1(1) Manufactured Housing

Manufactured housing units may be located on lawfully existing lots in manufactured housing parks, or, on individual lots anywhere conventional single-family homes are permitted. Manufactured housing units located on individual lots must comply with all dimensional standards applicable to conventional housing and must be erected on a permanent foundation. Manufactured housing units are not permitted within a Conservation Subdivision, as specified in Article 6. Manufactured housing shall not be construed to mean pre-site built or modular housing which shall be permitted within a Conservation Subdivision (Note: both terms are defined in Article 18 - Definitions).

3.3.1(2) Recreational Vehicles

A recreational vehicle, as defined in Article 18, shall not be construed as a dwelling unit under the provisions of this Ordinance. Occupancy of a recreational vehicle by any individual, group, or household, for more than 180 days in any calendar year shall not be permitted in Barrington. (03/08/2011)

3.3.1(3) Prohibited Uses

The storage, reprocessing, recycling, treatment or disposal of chemicals, hazardous substances, wastes or materials, municipal or industrial or medical waste, or metals, or the slaughtering and processing of animals and animal byproducts, as a principal or significant accessory use are prohibited in all districts.

3.3.2.....General Residential District

3.3.2(1).....Reserved

3.3.3.....Neighborhood Residential District

3.3.3(1).....Reserved

3.3.4 Village District

3.3.4(1) Mixed Use Development (refer to Article 18 for definition)

3.3.4(1)(a).....Non-Residential Uses Permitted

New or expanded development in the Village district may combine any non-residential uses otherwise permitted in this district as part of a mixed use development unless otherwise specified herein. This means that multiple primary structures, such as a retail store, professional or business office building, and restaurant, for example, may be combined on a single lot provided the proposed development can comply with all other applicable requirements of this ordinance. Such a development must also comply with the design guideline standards set forth in the Site Plan Review regulations, as well as all other applicable town and state regulations.

3.3.4(1)(b).....Residential Uses Permitted

Residential structures, such as single family, duplexes, and multifamily dwellings, are permitted within a mixed use development only if said development is approved as a Planned Unit Development (PUD) as outlined

in Article 16. Accessory dwelling units are permitted within any type of mixed use development.

3.3.4(1)(c).....Legally Existing residential uses may be combined as part of a mixed use development.

3.3.5.....Regional Commercial District

3.3.5(1) Mixed Use Development (refer to Article 18 for definition)

3.3.5(2) Non-Residential Uses Permitted

New or expanded development in the RC district may combine any non-residential uses otherwise permitted in this district as part of a mixed use development unless otherwise specified herein. This means that multiple primary structures, such as a retail store, professional or business office building, and light manufacturing facility, for example, may be combined on a single lot provided the proposed development can comply with all other applicable requirements of this ordinance. Such a development must also comply with the design guideline standards set forth in the Site Plan Review regulations, as well as all other applicable town and state regulations.

3.3.5(3) Residential Uses Excluded –

3.3.5(3)(a)No residential structures are permitted within five hundred (500) feet of the centerline of Route 125 and Route 4 for properties located in the RC district.

3.3.5(3)(b)Residential dwelling units, with the exception of Mixed Use Structures, may not be included as part of a mixed use development in the RC district.

3.3.5(3)(c).....Legally Existing residential uses may be combined as part of a mixed use development.

3.3.6.....Town Center District

3.3.6(1) Mixed Use Development (refer to Article 18 for definition)

3.3.6(1)(a)Non-Residential Uses Permitted

New or expanded development in the TC District may combine any non-residential uses otherwise permitted in this district as part of a mixed use development unless otherwise specified herein. This means that multiple primary structures, such as a retail store, professional or business office building, and restaurant, for example, may be combined on a single lot provided the proposed development can comply with all other applicable requirements of this ordinance. Such a development must also comply with the design guideline standards set forth in the Site Plan Review regulations, as well as all other applicable town and state regulations.

3.3.6(1)(b)Residential Uses Permitted

Residential structures, such as single family, duplexes, and multifamily dwellings, are permitted within a mixed use development only if said development is approved as a Planned Unit Development (PUD) as outlined in Article 16. Mixed Use Structures are permitted within any type of mixed use development.

3.3.6(1)(c).....Legally Existing residential uses may be combined as part of a mixed use development.

3.3.6(2) Open Space Requirements

In order to implement the objectives of the Master Plan and Town Center Plan, all developments in the TC district must provide at least 15% of the tract's gross acreage as open space. To the extent possible, said open space areas should reflect the design concepts and uses identified in the Master Plan and Town Center Plan, as well as the Site Plan Review Regulations. Open space may include, but is not limited to, undeveloped land, as well as the civic center/open space uses identified in Subsection 16.5.1. In addition, it is recognized that the overall size and uses of a particular development site will be a major factor in determining the most suitable type and location of requisite open space for the site. Therefore, the Planning Board, as part of the Site Plan Review Process, is authorized to approve an alternative open space design concept so long as it is consistent with the Master Plan, Town Center Plan and generally accepted planning standards, and is a permitted use in the zoning district.

3.4Conditional Use Permits Issued by Planning Board

Following a public hearing on the proposed use, which may be combined with a public hearing held for a subdivision or site plan review application, the Planning Board may issue a Conditional Use Permit, if it finds, based on the information and testimony submitted with respect to the application, that conditions presented in this Section have been met. Granting of a Conditional Use Permit shall authorize the applicant to apply for a building permit and/or certificate of occupancy once all other applicable town, state and federal requirements have been complied with, including subdivision and/or site plan review approval.

3.4(1).....The building, structure or use is specifically authorized under the terms of this Ordinance.

3.4(2).....If completed, the development in its proposed location will comply with all requirements of this Ordinance, and with specific conditions or standards established in this Section for the particular building, structure or use.

3.4(3).....The building, structure or use will not materially endanger the public health or safety.

3.4(4).....The building, structure or use will not substantially de-value abutting property.

3.4(5).....The building, structure or use will be compatible with the neighborhood and with adjoining or abutting uses in the area in which it is to be located.

3.4(6).....The building, structure or use will not have a substantial adverse impact on highway or pedestrian safety.

3.4(7).....The building, structure or use will not have a substantial adverse impact on the natural and environmental resources of the town.

3.4(8).....Adequate public utilities, community facilities, and roadway capacity are available to the property to ensure that the proposed use will not necessitate excessive public expenditures in providing public services.

3.4(9).....Where deemed necessary when considering an application for Conditional Use approval, the Planning Board may require that adequate visual buffers be established

3.5.....Accessory Dwelling Units

To preserve low density rural nature and appearances of Barrington’s neighborhoods while complying with the State Law that requires local governments allow Accessory Dwelling Units that provide independent living facilities for elderly, disabled, adult children who wish to give care and support to parents, and to a lesser extent, expand the diversity and supply of housing. This keeps the Town of Barrington’s Zoning Ordinance in compliance with RSA 674:71 to 674:73 which was modified by Senate Bill146 and signed into law by the Governor and effective June 1, 2017.

- 3.5.1.....**An accessory Dwelling Unit (ADU) is a residential living unit that is within, attached to, or detached from a single-family dwelling, and provides independent living facilities for one or more persons, including provisions for sleeping, eating, cooking, and sanitation on the same parcel of land as the principal dwelling unit it accompanies. Where permitted, an ADU shall comply with the following:
- 3.5.1(1).....**A maximum of one (1) ADU per property is permitted and shall not exceed two bedrooms. An ADU shall not be permitted on property where more than one dwelling currently exists.
- 3.5.1(2).....**Exterior alterations, enlargements, or extensions of the single family dwelling or detached Accessory Structure (AS) are permitted in order to accommodate the ADU.
- 3.5.1(3).....**Modification to the original single family dwelling or detached AS shall fit aesthetically with the principal residence and neighborhood (e.g., the house should not look like it was designed to be occupied by more than one family).
- 3.5.1(4).....**The construction of any access ways into the house or detached AS that are required for access to the ADU shall be located to the side or rear of the building whenever possible.
- 3.5.1(5).....**An interior door shall be provided between the principal dwelling unit and the ADU (if located within or attached to the primary dwelling unit) that can be locked or unlocked at the discretion of the owner.
- 3.5.1(6).....**A minimum of one dedicated off-street parking space shall be provided for the ADU.
- 3.5.1(7).....**New construction of a detached AS that incorporates an ADU shall meet the minimum dimensional standards set forth in Article 4 of the Zoning Ordinance for a single family dwelling.
- 3.5.1(8).....**If located within or attached to a single family dwelling, an ADU shall not exceed1000 square feet. If the ADU is located in a detached AS, the ADU finished floor shall not exceed 750 square feet.
- 3.5.1(9).....**A single-family dwelling or a detached AS, and lot, shall not be converted to a Condominium or any other form of legal ownership distinct from the ownership of the single-family dwelling. In order to assure compliance with this requirement;
- 3.5.1(9)(a).....**the property owner at the time the ADU is established shall be required to execute a restrictive covenant running in favor of the Town, which shall be recorded in the Strafford County Registry of Deeds and a copy provided to the Planning and Land Use Department and the Assessor prior to the issuance of a Certificate of Occupancy.

- 3.5.1(10)**.....The property owner shall occupy one of the two dwelling units. Electric, water and sewer utilities shall be metered on a single bill.
- 3.5.1(11)**.....Where municipal sewer is not provided, the septic system shall meet NH Water Supply and Pollution Control Division requirements for the combined system demand for the total occupancy of the premises.
- 3.5.1(12)**.....No impact Fee shall be assessed for ADU's.
- 3.5.1(13)**.....A certificate of Use for an ADU issued by the Zoning Administrator is required to verify conformance with the preceding standards;
- 3.5.1(13)(a)**...Said certificate shall be valid until there is a transfer of ownership of the property;
- 3.5.1(13)(b)**...If use of the ADU is to continue, the new owners of the property shall obtain an ADU Certificate of Use.
- 3.5.1(14)**.....Fees shall be levied as set forth in the Town of Barrington Adopted Schedule of Fees, as amended annually, for ADU Certificates of Use and renewals.

ARTICLE 4 DIMENSIONAL REQUIREMENTS

4.1General Provisions

4.1.1.....Minimum Standards

No building or structure shall be erected, enlarged, altered or moved, nor shall any existing lot size be changed, or new lot created, except in accordance with the standards prescribed in Table 2, Table of Dimensional Standards or as otherwise specified herein.

Table 2.....Table of Dimensional Standards (a)								
Zoning District	Min. Lot Size (sq.ft.) (b)	Min. Lot Frontage (ft.) (b)	Min. Yard Setbacks (ft.)(i)			Max. Bldg. Height		Max. Lot Coverage (f)
			Front	Side	Rear	Feet	Stories	
General Residential	80,000(c)	200	40	30	30	35	2.5	40%
Neighborhood Residential	80,000(c)	200	40	30	30	35	2.5	40%
Village District (Residential)	80,000(c)	200	40	30	30	35	2.5	40%
Village District (Non-Residential)	30,000(g)	75	20	15	15	40(j)	3	60%
Town Center	20,000(h)	40	20(k)	15	15	40(j)	3	80%
Regional Commercial	40,000(d)	200	75(e)(l)	30	30	40(j)	3	50%

Footnotes:

(a) All development is subject to the additional and supplemental dimensional standards prescribed in Article 4 of this Ordinance.

(b) Refer to Article 4.2 for calculating the minimum lot size per dwelling unit within each district.

(c) Minimum lot sizes and frontage may be reduced as part of a Conservation Subdivision in accordance with Article 6 of this Ordinance.

(d) Minimum lot sizes for residential dwelling units in the RC district shall be in accordance with Section 4.2 of this Ordinance.

(e) A greenbelt shall be maintained along the frontage of parcels on Route 125 in accordance with Subsection 4.2.3, Paragraph 4), of this Ordinance.

(f) Maximum lot coverage means the area of the lot covered by an impervious surface. Calculation of maximum lot coverage in a Planned Unit Development (PUD) shall be in accordance with Subsection 16.3.3. All development is subject to the provisions of Article 12, Groundwater Protection, with regard to the creation of impermeable surfaces.

(g) The minimum lot size for single-family dwelling units must comply with the provisions of Subsection 4.2.1 of this Ordinance, which are the same requirements for constructing a single-family dwelling in the GR and NR districts, as well as all other applicable provisions. Refer to section 4.2.2 for further specifications regarding minimum lot size and building size requirements in the VD district.

(h) Refer to Section 4.2.4 for additional provisions regarding minimum lot size and building size in the TC district.

(i) “Setbacks apply to ground mounted Solar Collection Systems. Increases in the Minimum Yard Setbacks may be required as part of the Site Plan Review or building permit process in order to comply with Life Safety Code requirements. Additional buffers may also be required between residential and nonresidential uses in the VD, RC, and TC districts as specified in Article 4, as well as other sections of this Ordinance.

(j) No structure may contain occupied residential building space above 35 ft. unless said structure contains a sprinkler system.

(k) The setback for all new structures shall be fifty (50) feet from the edge of the right-of-way along Route 125 and Route 9. No new structures (except signs) may be placed within this setback area.

(l) Properties in the Regional Commercial District which do not front on State Highways (i.e., Routes 4 and 125), the minimum front setback is forty (40) feet.

4.1.2.....Lot Frontage

The side of a parcel used to satisfy the frontage requirement specified in the Table of Dimensional Standards, or other alternative standards, must be the side of the parcel used to provide vehicular access to the property. The Zoning Board of Adjustment may permit, by grant of a Special Exception, that a different side of the property be used for access because site constraints make using the otherwise required frontage inconsistent with protecting the safety, health and welfare of the public.

4.1.3.....Back Lots

For residential subdivisions, up to two (2) back lots may be allowed, notwithstanding the frontage requirements specified in the Table of dimensional Standards.

4.1.3(1).....The parcel must have at least fifty (50) feet of frontage on an existing Class V or better road.

4.1.3(2).....If there are two (2) back lots, the ownership of the neck and frontage shall be owned equally by both back lots.

4.1.3(3).....The area of the neck cannot be used in any way to calculate the minimum lot size.

4.1.3(4).....Back lots are not allowed off of cul-de- sacs.

4.1.3(5).....Driveways must be centered in this neck as much as possible and the neck kept clear and maintained for safety.

4.1.3(6).....A permanent road agreement will be executed, shown on the plan and recorded in the deed of each lot.

4.2Minimum Lot Size

The minimum dimensional standards for lots prescribed in Table 2, the Table of Dimensional Standards, shall be determined in accordance with the provisions of this Section. These dimensional standards may be reduced for either a Conservation Subdivision, approved by the Planning Board pursuant to Article 6 or a Planned Unit Development (PUD) approved by the Planning Board pursuant to Article 16.

4.2.1.....Standards for the GR and NR District

4.2.1(1).....In the GR and NR districts the minimum lot size for Dwelling, Single-Family is 80,000 sq.ft. which must include at least 60,000 sq. ft. free of Hydric A soils, open water, bogs, marshes, rivers, streams, or exposed ledge. Additionally, the 60,000 sq. ft. must contain at least 35,000 sq. ft. of contiguous upland soils.

4.2.1(2).....For each additional one (1) bedroom dwelling unit under a common roof, which does not qualify as an Accessory Dwelling Unit under this Ordinance, the minimum standards cited in Paragraph 1) above shall be increased in the following proportions. Minimum lot size shall be increased by 40,000 sq. ft., the area free of Hydric A soils, open water, bogs, marshes, rivers, streams, or exposed ledge shall be increased by 30,000 sq. ft. and the area of upland soils shall be increased by 15,000 sq. ft. Any dwelling unit created under this provision may contain a total of no more than two additional habitable rooms (such as a kitchen and living room), in addition to a bedroom. No additional habitable rooms may be created in said dwelling units at any time in the future.

4.2.1(3).....For each additional dwelling unit under a common roof containing two (2) or more bedrooms, which does not qualify as an Accessory Dwelling Unit under this Ordinance, the minimum standards cited in Paragraph 1) above shall be increased in the following proportions. Minimum lot size shall be increased by 80,000 sq. ft., the area free of Hydric A soils, open water, bogs, marshes, rivers, streams, or exposed ledge shall be increased by 60,000 sq. ft. and the area of upland soils shall be increased by 35,000 sq. ft.

4.2.2.....Standards for the Village District

4.2.2(1) Minimum Lot Size, Non-residential

The minimum lot size for nonresidential uses in the Village district is 30,000 sq. ft. unless otherwise specified herein, however, said lot must be of adequate size, as specified by the New Hampshire Department of Environmental Services (NHDES) regulations, to safely accommodate an on-site septic system and/or water supply system. Community wastewater and/or water supply systems may be employed in this district for mixed use developments provided they are in compliance with NHDES requirements.

4.2.2(2) Accessory Dwelling Unit

For commercial buildings containing Dwelling Units the minimum lot size shall be increased in accordance with NHDES requirements based on the number of bedrooms contained in said unit(s).

4.2.2(3) Minimum Lot Size, Multifamily Housing

The minimum lot size for multifamily housing developments shall be 80,000 sq. ft. for the first dwelling unit, which must include 35,000 sq. ft. of contiguous upland area. Each additional dwelling unit shall require 40,000 sq. ft. of upland area per dwelling unit. This minimum shall be increased if necessitated by the requirements of the NHDES for installation of on-site septic systems and/or water supply systems.

4.2.2(4) Minimum Lot Size, Single Family and Duplex

The minimum lot size for single-family or duplex dwelling units must comply with the provisions of Subsection 4.2.1 of this ordinance, which are the same requirements for constructing a single-family dwelling in the GR and NR districts, as well as all other applicable provisions.

4.2.2(5) Maximum Building Size, Non-Residential

Non-residential structures shall not exceed a footprint of 50,000 sq. ft. in size, subject to the following exception. A non-residential building footprint may be larger than 50,000 sq. ft. if a Conditional Use Permit is granted by the Planning Board (see Section 3.4), and said structures is also in compliance with design guidelines prescribed in the Site Plan Review Regulations.

4.2.2(6) Architectural Requirements

All non-residential structures must comply with the Design Review Standards prescribed in the Site Plan Review Regulations.

4.2.2(7) Buffer for Existing Residential Uses

Any proposed non-residential development that abuts a parcel containing an existing residential structure(s) must have a buffer of at least fifty (50) feet between the existing residential structure(s) and the proposed non-residential structure(s). Said buffer shall contain sufficient vegetation or other barrier (e.g. fencing) that will provide visual screening between the adjoining land uses. Said buffer may include portions of the existing residential lot if adequate screening already exists there.

4.2.2(8) Greenbelt Buffer Required

A greenbelt buffer of fifty (50) feet from the edge of the right-of-way shall be maintained along the frontage of parcels on Route 125 and Route 9, in which no development, storage, parking, or paving shall be permitted (except as necessary to provide access or signage). The greenbelt may be left in its natural state if sufficiently vegetated, or planted to provide a visually attractive vegetated area.

4.2.3.....Standards for the RC District

4.2.3(1) Minimum Lot Size, Non-residential

The minimum lot size for nonresidential uses in the RC district is 40,000 sq. ft. which must include an area of contiguous upland soils of not less than 35,000 sq. ft. This minimum shall be increased if necessitated by the requirements of the NHDES for installation of on-site septic systems and/or water supply systems.

4.2.3(2) Minimum Lot Size, Residential

– All new residential dwelling units constructed in the RC district shall comply with the minimum lot size standards contained in Subsection 4.2.1 of this Ordinance, which are the same density requirements for constructing a residential dwelling in the GR and NR districts, as well as all other applicable provisions.

4.2.3(3) Residential Buffer Required

On any lot that abuts a residential district and that is developed for non-residential uses, a buffer of at least fifty (50) feet shall be maintained with sufficient vegetation to provide visual screening between uses in the adjoining residential district.

4.2.3(4) Architectural Requirements

All non-residential structures must comply with the architectural guidelines prescribed in the Site Plan Review Regulations.

4.2.3(5) Greenbelt Buffer Required

A greenbelt buffer of fifty (50) feet from the edge of the right-of-way shall be maintained along the frontage of parcels on Route 125 and Route 4, in which no development, storage, parking, or paving shall be permitted (except as necessary to provide access or signage). The greenbelt may be left in its natural state if sufficiently vegetated, or planted to provide a visually attractive vegetated area.

4.2.4.....Standards for the TC District

4.2.4(1).....In addition to the provisions set forth in the following paragraphs, all newly created or improved lots must be of adequate size to accommodate an on-site septic system and/or water supply system as specified by the New Hampshire Department of Environmental Services (NHDES) regulations. The minimum permitted lot size shall be increased in accordance with NHDES requirements to accommodate wastewater loading capacity of the site. Community wastewater and/or water supply systems, as well as other innovative or alternative technology systems, may also be employed in this district provided they comply with all state requirements and the Planning Board determines that there will be no adverse impact on water quality and public health.

4.2.4(2) Minimum Lot Size, Non-residential

The minimum lot size for all nonresidential uses is 20,000 sq. ft. however, said lot must be of adequate size, as specified by the New Hampshire Department of Environmental Services (NHDES) regulations, to safely accommodate an on-site septic system and/or water supply system.

4.2.4(3) Minimum Lot Size, Exceptions

Exceptions to the minimum lot size requirements specified for the TC district under this Subsection may be permitted by the Planning Board if the proposed development is part of a Planned Unit Development (PUD) submitted in accordance with the provisions of Article 16. Minimum lot sizes for residential structures, which are only permitted as part of a PUD in the TC zoning district, are also specified within Article 16.

4.2.4(4) Maximum Building Size, Non-residential

Non-residential structures shall not exceed a building footprint of 20,000 sq. ft. in size. An exception to this provision may be made for non-residential structures that are part of a Planned Unit Development (PUD). Within a PUD the building footprint may be increased up to 70,000 sq. ft. if a Conditional Use Permit is granted by the Planning Board (see Section 3.4), and said structure(s) are in compliance with site design guidelines prescribed in the Site Plan Review Regulations.

4.2.4(5) Architectural Requirements

All non-residential structures must comply with the Design Review Standards prescribed in the Site Plan Review Regulations.

4.2.4(6) Buffer for Existing Residential Uses

Any proposed non-residential development that abuts a parcel containing an existing residential structure(s) must have a buffer of at least fifty (50) feet between the existing residential structure(s) and the proposed non-residential structure(s). Said buffer shall contain sufficient vegetation or other barrier (e.g. fencing) that will provide visual screening between the adjoining land uses. Said buffer may include portions of the existing residential lot if adequate screening already exists there.

ARTICLE 5 NONCONFORMING LOTS, STRUCTURES, AND USES

5.1 Nonconforming Lots

5.1.1.....Development on Nonconforming Lots

Structures shall be permitted on a lot having frontage or area that is less than required by the Table of Dimensional Regulations in this Ordinance if said structure is permitted by right within the zoning district and if the following provisions are met:

- 5.1.1(1).....**The lot was a legal lot of record and duly recorded at the Strafford County Registry of Deeds prior to adoption of this Ordinance;
- 5.1.1(2).....**The lot is capable of supporting a well and septic system designed and installed in compliance with all applicable town and state regulations; and
- 5.1.1(3).....**All proposed uses, buildings, and structures, shall comply with the setback requirements in the Table of Dimensional Regulations.

5.1.2.....Repealed 03/08/2011

5.1.3.....Certified Plan Required For Building on One Acre or Smaller Lots

Before a building permit is issued for the erection of any structure or construction otherwise permitted on a nonconforming lot of one (1) acre or less in area, a plan stamped and certified by a licensed land surveyor must be submitted to the Building Inspector. The plan must show the exact location of all existing and proposed property lines, wells, septic tanks and leach fields, and structures on the lot in question. The plan must be drawn to a scale of not less than one (1) inch equaling fifty (50) feet (1" = 50').

5.1.4.....Lot Line Adjustments Involving Non-Conforming Lots (3/9/2010)

Lot line adjustments involving one or more contiguous lots, of which one or more lots are nonconforming in area, are permitted if one of the two following set of circumstances exists:

- 5.1.4(1).....**The first set of circumstances being:
 - 5.1.4(1)(a)**The lot line adjustment does not create a new violation of the zoning ordinance or increase an existing nonconformity; and
 - 5.1.4(1)(b)**The lot line adjustment does not decrease the size of a nonconforming lot or render a conforming lot nonconforming; and
 - 5.1.4(1)(c)**The lot line adjustment does not result in a change of the total oarea of any of the involved lots.
- 5.1.4(2).....**The second set of circumstances being:
 - 5.1.4(2)(a)**The lot line adjustment does not create a new violation of the zoning ordinance or increase an existing nonconformity; and
 - 5.1.4(2)(b)**The lot line adjustment does not decrease the size of a nonconforming lot or render a conforming lot nonconforming; and
 - 5.1.4(2)(c)**The lot line adjustment results in an increase in the size of one or more nonconforming lots.

5.2Nonconforming Structures

Where a lawful building or structure exists at the effective date of this Ordinance, or applicable amendment, that could not be built under the terms of this Ordinance or amendment by reason of restrictions on area, lot coverage, height, setbacks, or other dimension requirements, the building or structure may be continued so long as it remains otherwise lawful. Such a nonconforming building or structure may not be enlarged, expanded, or otherwise altered in such a manner that results in said building or structure being made less conforming to the provisions of this Ordinance, except as provided for below.

5.2.1.....Permitted Expansion for Certain Nonconforming Structures

5.2.1(1).....Any lawfully-existing nonconforming structure may be enlarged or expanded if such an expansion can be executed in compliance with all setbacks, height limitations and other dimensional requirements of this Ordinance and does not make the building or structure less conforming than its present configuration, except as provided for in 5.2.1(2) below.

5.2.1(2).....Notwithstanding any other provisions to the contrary, a lawful nonconforming structure may be expanded into a setback area by the addition of an unenclosed stoop, open deck or stairs, provided the same do not extend more than 8 feet into the required setbacks or buffers and provided further that at least 15 feet remain between the exterior of the addition and the nearest lot line.

5.2.2.....Permitted Expansion into Setbacks and Buffers for Accommodation of Physical Disabilities

Notwithstanding any other provisions to the contrary, a structure may be expanded into a setback area by the addition of an accessibility ramp when reasonable accommodations are necessary to allow a person or persons with a recognized physical disability to reside in or regularly use the premises, provided the same do not extend more than 8 feet into the required setbacks or buffers and provided further that at least 15 feet remain between the exterior of the addition and the nearest lot line.

5.2.3.....Special Exception for Accessibility Additions/Structures

If a structure or addition is necessary to provide access to a residence or business to accommodate persons with a disability that reasonably cannot be built or provided without violating the setback provisions of this Ordinance, the property owner may apply to the Zoning Board of Adjustment for a special exception to build or supply the accessibility addition/structure and this special exception shall be granted if the Zoning Board of Adjustment finds that:

5.2.3(1).....The structure or addition is reasonably necessary for access purposes as provided herein;

5.2.3(2).....The structure or addition reasonably cannot be built without violating the setback(s) or cannot be built without violating the setback(s) except with unreasonable expense to the owner;

5.2.3(3).....The setback violation is as small as reasonably possible under the circumstances;

5.2.3(4).....The value of abutting properties will not be affected adversely; and

5.2.3(5).....The structure or addition is consistent with the health, safety and welfare of the public and the occupants/users of the premises. An application for special exception considered by the ZBA under this Subsection does not need to comply with the provisions of Section 15.2.

5.3Nonconforming Uses

Where on the effective date of adoption of this Ordinance or applicable amendment, a lawful use of land exists which would not be permitted by the regulations imposed by this Ordinance, the use may be continued so long as it remains otherwise lawful, and is in compliance with the following provisions of this section:

5.3(1).....A nonconforming use may not be changed to another nonconforming use, extended or enlarged to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance, except as provided for in Subsection 5.3.5 below.

5.3(2).....No such nonconforming use shall be moved, in whole or in part, to any portion of the lot other than that occupied by such use at the effective date of adoption or amendment of this Ordinance.

5.3(3).....Once changed to a conforming use, no structure or land shall revert to a nonconforming use.

5.3(4).....A nonconforming use that has been discontinued for a period of one (1) year shall not be resumed or replaced by any other nonconforming use.

5.3.1.....Special Exception for Certain Changes In Use

The Zoning Board of Adjustment may grant a special exception authorizing a change from one nonconforming use to another nonconforming use where the Zoning Board of Adjustment finds that the following conditions have been met:

5.3.1(1).....There will be no increase in any dimensional nonconformity;

5.3.1(2).....The value of neighboring properties will not be affected adversely;

5.3.2(3).....There will be no increased or unreasonable risk of harm to the health, safety or welfare of neighbors or the public; and

5.3.1(4).....The change is consistent with the spirit and intent of this Ordinance. An application for special exception considered by the ZBA under this Subsection does not need to comply with the provisions of Section 15.2.

5.4Permitted Restoration for Certain Non-Conforming Structures

Any lawfully existing non-conforming structure which is partially or totally destroyed by reason of fire, natural disaster, or other act of God may be restored, remodeled, and operated if such restoration, remodel, or operation is begun within a 2 year period of the date of the loss, providing, however, that the elements of non-conformity are no greater than those previously existing prior to the loss as described herein for that structure.

ARTICLE 6 CONSERVATION SUBDIVISIONS

6.1 Purpose

The Master Plan contains strategic objectives that recommend implementing changes in municipal regulations that encourage future land development activities to set aside more open space for the purposes of maintaining the town’s character, protecting key natural resource features, preserving wildlife habitat, and creating recreation opportunities for residents. In an effort to achieve these and other related objectives of the Master Plan, the regulations contained in this Article are intended to encourage the preservation of open space by promoting greater flexibility in the design of residential subdivisions than would otherwise be possible following conventional subdivision practice. All proposals for development of a Conservation Subdivision in Barrington should be designed to achieve as many of the objectives listed below as possible given the specific characteristics of the site under consideration. (RSA 674:21)

- 6.1(1).....To maintain and protect Barrington’s rural character by preserving important landscape elements, including those areas containing such unique and environmentally sensitive natural features as unfragmented woodlands, stream corridors, wetlands, floodplains, shorelands, steep slopes, ridgetops, and critical species habitat by setting them aside from development.
- 6.1(2).....To preserve scenic views and to minimize views of new development from existing streets.
- 6.1(3).....To provide for comprehensive site planning of larger tracts of land in order to facilitate better site design concepts that are compatible with the existing natural features and terrain in order to minimize disturbance of landscape elements.
- 6.1(4).....To increase flexibility and efficiency in the siting of services and infrastructure by reducing street length, utility requirements, drainage requirements, and the amount of paved surfaces, where possible.
- 6.1(5).....To permit active and passive recreational use of open space by residents of the proposed development and/or by the general public.
- 6.1(6).....To promote the preservation of large blocks or corridors of protected open space by “linking” together smaller individual open space areas on adjoining parcels.
- 6.1(7).....To reduce erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes.
- 6.1(8).....To permit various means of owning open space and for protecting it from development in perpetuity.
- 6.1(9).....To implement the objectives of the Barrington Master Plan.

6.2 Density and Dimensional Standards

6.2.1.....Minimum Tract Size

The minimum size tract of land on which a Conservation Subdivision may be constructed is twenty (20) acres in the General Residential (GR) district, 20 acres in the Village District (VD), and thirty (30) acres in the Neighborhood Residential (NR) district.

6.2.2.....Common Open Space

Common open space, as defined herein, must constitute at least fifty percent (50%) of the total tract area in the GR district, and at least sixty percent (60%) of the total tract

area in the NR district, and at least sixty percent (60%) of the total tract area in the Village District, and shall comply with the following design standards:

- 6.2.2(1).....The location of common open space shall be consistent with the objectives of the Master Plan.
- 6.2.2(2).....All open space areas shall be part of a larger contiguous and integrated open space system. At least seventy-five (75) percent of the common open space shall be contiguous. For purposes of this section, contiguous shall be defined as located within one hundred (100) feet across which access is possible, for example, on opposite sides of an internal street. No common open space areas shall be less than 10,000 square feet in size and any areas below this threshold shall not be counted toward the required minimum percentages of open space specified in this subsection for the GR and NR districts.
- 6.2.2(3).....The total amount of open space that is identified as open water, wetland soils, exposed ledge, or other terrain conditions that would normally be considered otherwise undevelopable, shall not constitute more than fifty percent (50%) of the area required as open space within a Conservation Subdivision. The Planning Board may allow for a smaller or larger percentage if it determines that by doing so the proposed development will better achieve the objectives specified in Section 6.1 or that the resulting development will preserve features of the site that are of particular importance to the town.
- 6.2.2(4).....Common open space shall, to the greatest extent possible, protect site features identified in the site inventory and analysis as having particular value in the context of preserving rural character. Environmental corridors, such as streams, rivers, or wildlife trails, as well as areas that are contiguous to protected open space on adjoining parcels, are considered to be of particular importance for preserving. (See Section 6.1).
- 6.2.2(5).....Natural features shall generally be maintained in their existing condition, but may be modified to improve appearance or restore their overall condition and natural processes, as recommended by professionals with expertise in this area.
- 6.2.2(6).....The location of proposed open space shall be situated so as to maximize common boundaries with existing or future open space on adjacent tracts.
- 6.2.2(7).....In order to preserve scenic views, ridgetops and hilltops should be contained within common open space wherever possible.
- 6.2.2(8).....Common open space may be used for individual or community water and sewerage systems required to service the proposed development.
- 6.2.2(9).....Common open space may not be used for:
 - 6.2.2(9)(a)Private lot areas
 - 6.2.2(9)(b)Cluster group lot areas
 - 6.2.2(9)(c)Street rights-of-way
 - 6.2.2(9)(d)Parking areas
- 6.2.2(10).....Safe and convenient pedestrian access and access for maintenance shall be provided to common open space areas.

6.2.3.....Creation of Lots and Minimum Lot Sizes

- 6.2.3(1).....Conservation Subdivisions may be developed in one of the following ways:
 - 6.2.3(1)(a)Individual house lots for detached, single-family dwellings;
 - 6.2.3(1)(b)As cluster group lots for attached single-family dwellings; or

- 6.2.3(1)(c)**As land without lots (for either detached or attached dwellings) that is held in common interest by all homeowners residing in the subdivision.
- 6.2.3(2)**The mixing of housing alternatives specified in Subsection 6.2.3(1) above shall not be permitted in a Conservation Subdivision wherein the development must either be all individual house lots, all cluster group lots, or all commonly owned land.
- 6.2.3(3)**Land that is set aside as dedicated open space for public use shall be subdivided into a separate parcel in all of the development alternatives specified in Subsection 6.2.3(1).
- 6.2.3(4)**Single-family, detached dwelling units may be placed on individual lots in a Conservation Subdivision. The minimum lot size for a single-family, detached dwelling unit shall not be less than 20,000 square feet. Subdivisions containing attached single-family dwelling units, or detached units without lot lines, shall be divided into cluster groups, as described in Subsection 6.2.5 of this Article.

6.2.4.....Dimensional Standards for Single-Family Lots

Table 3 provides the minimum standards for lot dimensions, building setbacks, and other dimensional requirements for subdivisions containing detached single-family dwellings on individual lots. The following standards apply only to the construction of single-family dwellings in Conservation Subdivisions as outlined in Subsection 6.2.3(1).

Table 3Dimensional Standards for Detached Units on Individual Lots	
Minimum Standard	
Lot Size	20,000 sq. ft.
Lot Width (at front building setback)	75 ft.
Front Setback (from interior roads)	25 ft.
Side Setback	20 ft.
Rear Setback	20 ft.

6.2.5.....Design Standards for Cluster Groups

The following standards shall apply to all cluster groups:

- 6.2.5(1).....All dwelling units, with the exception of single-family detached houses on individual lots, shall be grouped together into cluster groups, each of which shall contain no more than eighteen (18) units and be surrounded by common open space.
- 6.2.5(2).....The maximum number of dwelling units in a cluster group may be increased and cluster groupings may be assembled into larger groupings with the approval of the Planning Board, provided the applicant can demonstrate that such an alternative plan is more appropriate for the tract in question and will meet both the general intent and design standards of this Ordinance.
- 6.2.5(3).....Cluster groups shall be defined by the outer perimeter of a contiguous lotted area or abutting streets and may contain streets, parking areas, accessory structures, or cluster group open space. The outer perimeter shall be defined as an area encompassed by a line drawn around the units, no point of which is closer than one hundred (100) feet to any unit. The cluster group perimeter does not have to be a legally recorded lot and may simply be a plan feature that defines open space associated with a particular group of dwellings.
- 6.2.5(4).....Cluster groups shall be separated by at least one hundred (100) feet from another cluster group. This separation shall be composed of common open space in order to provide direct access to open space for privacy and yard areas for proposed dwelling units. Cluster groups may also be separated by streets.
- 6.2.5(5).....All cluster groups shall obtain driveway access from interior streets.
- 6.2.5(6).....In locating cluster groups, disturbance to the site’s topography and important natural features, as identified in the site inventory, should be minimized.

6.2.6.....Perimeter Buffer

All Conservation Subdivisions must have a perimeter buffer setback of one hundred (100) feet around the entire tract that may not contain any structures or individual house lots. The buffer should provide a visual screen from exterior roads by either retaining existing woodlands or by planting additional landscaping that is considered sufficient to provide such screening.

6.3Permitted Uses and General Provisions

6.3.1.....Permitted Uses

- 6.3.1(1).....**Primary Uses** - Primary permitted uses include single-family detached dwelling units and single-family attached dwelling units. Structures containing attached dwellings may not contain more than six (6) units per structure. Home businesses, as defined in this Ordinance, are specifically prohibited from Conservation Subdivisions.
- 6.3.1(2).....**Accessory Uses** - Accessory permitted uses include garages, recreation facilities such as playgrounds, parks and trails, parking lots for residential or recreational uses, and other accessory uses commonly associated with residential dwellings.

6.3.2.....Site Inventory and Conceptual Development Plan Required

6.3.2(1).....All applications to the Planning Board for a Conservation Subdivision shall be accompanied by a Site Inventory that identifies existing natural and man-made features that represent the landscape character of the tract. This inventory shall be used by the developer and the Planning Board in determining which features of the site are most important to preserve as part of the proposed development. The specific information that must be presented in the Site Inventory is contained in the town’s development regulations (subdivision and site review).

6.3.2(2).....Prior to submission of an engineered/surveyed plat plan for a Conservation Subdivision, as required in the town’s Subdivision and/or Site Plan Review Regulations, all applicants shall submit a Conceptual Development Plan for consideration by the Planning Board. Said Conceptual Development Plan shall show the general location of proposed roadways, lots, open space and buffers, as well as the significant features that have been identified as part of the Site Inventory. The purpose of this pre-application plan review is to insure that the development’s proposed open space is shaped around the significant natural, cultural and historic features located on the site.

6.3.2(3).....For comparison purposes, the Planning Board may also require an applicant to submit a second Conceptual Development Plan that illustrates a conventional subdivision layout, based on the town’s zoning and subdivision standards, for a non-clustered development on the proposed site. The purpose of this second plan would be to insure that the number of dwelling units proposed for the Conservation Subdivision does not exceed the maximum number of dwelling units allowed as specified in Subsection 6.4 of this Ordinance.

6.3.3.....Compliance with Other Regulations

All Conservation Subdivisions shall, in addition to the requirements of this Ordinance, comply with applicable standards contained in the Barrington Subdivision and Site Review Regulations, as well as all other applicable town and state regulations and policies.

6.3.4.....Water and Sewerage Facilities

Subdivisions constructed under this Article may employ either individual wells or community water systems, and individual or community septic systems. All such systems shall be constructed in compliance with the standards prescribed by the New Hampshire Department of Environmental Services.

6.3.5.....Homeowner’s Association Required

As a condition of approval, the applicant for a Conservation Subdivision shall be required to provide for the establishment of a Homeowner’s Association, or similar entity, to manage in perpetuity all land and improvements within the subdivision that are to be owned in common. Specific requirements for the establishment of such an association are defined in the town’s Subdivision Regulations.

6.4Determining Permitted Density

The permitted density of dwelling units for a Conservation Subdivision shall not exceed the density of dwelling units permitted in a conventional subdivision within the proposed zoning district.

ARTICLE 7 SUPPLEMENTAL REGULATIONS

7.1 Performance Standards

The intent of this section is to prevent land or buildings from being used or occupied in any manner that would create any dangerous, injurious, noxious, hazardous or nuisance conditions.

7.1(1).....No use or structure otherwise permitted under this Ordinance shall be permitted by right or special exception which unreasonably and adversely affects the quality of air, water supplies, water bodies or courses, or other significant natural or artificial resources of the Town of Barrington.

7.1(2).....The burden of establishing compliance with these Performance Standards shall be on the applicant and/or property owner.

7.1(3).....The town, through an appropriate regulatory official or body, may require an environmental assessment or other appropriate studies, at the applicant's or property owner's expense, to aid in the determination of compliance with the standards of this Section:

7.1.1.....Vibration

No vibration shall be produced that is transmitted through the ground and is discernible without the aid of instruments at or at any point beyond the lot line of the site upon which vibration is produced.

7.1.2.....Noise

All noise, except that generated by normal human or vehicular activity, shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. At property lines noise levels shall not exceed 75 DBA.

7.1.3.....Odors

No condition or operation that will result or does result in the creation of odors of such intensity or character as to be detrimental to the health and welfare of the public or as to interfere unreasonably with the comfort of the public shall be permitted to be established or allowed to continue.

7.1.4.....Air Quality

Emissions into the air of any kind shall not be visible at ground level at any point outside the property lines of the site upon which such emissions are generated. No visible emissions shall be discharged into the air in excess of the limitations listed below.

7.1.4(1).....Smoke shall be regulated by the Ringlemann Chart method and limited to a maximum No. 2 Ringlemann for periods totaling 4 minutes in any 30-minute period and to a maximum No. 3 Ringlemann for periods totaling 3 minutes in any 15 minutes when starting a new fire.

7.1.4(2).....At property lines, dust, dirt, and fly ash shall not exceed 0.3 grains per cubic foot of flue gas at a stack temperature of 500 degrees Fahrenheit and shall not exceed 50% excess air and in no manner be unclean, destructive, unhealthful, or hazardous. Visibility shall not be impaired by the emission of a haze with apparent opaqueness equivalent to or greater than No. 2 of the Ringlemann Chart.

7.1.4(3).....There shall be no emissions into the air that contain sulfur dioxide in quantities greater than 2000 parts per million as measured in the flue.

7.1.4(4).....No person shall cause or permit any material to be handled, transported or stored in a manner that allows or may allow particulate matter to become airborne. This section shall not apply to residential wood stoves.

7.1.5.....Glare

No direct or sky-reflected glare from high temperature processes such as combustion, welding or otherwise shall be visible at any point beyond the lot line.

7.1.6.....Heat

There shall be no emission or transmission of heat or heated air so as to be discernible at or beyond the lot line.

7.1.7.....Waste Disposal

7.1.7(1).....No waste material, garbage or refuse shall be disposed of, or allowed to remain on-site for extended periods of time.

7.1.7(2).....Temporary storage of such wastes must be in appropriate refuse containers.

7.1.7(3).....No waste materials, garbage or refuse shall be dumped or allowed to remain in such a condition as to result in, or be reasonably likely to result in, scattering due to wind or precipitation, leakage into the ground or other discharge or run-off.

7.1.7(4).....Upon written complaint from the town’s representative, the violator shall promptly remove all waste materials. In the event that the waste material, garbage, or refuse is left from a construction project, the issuance of a certificate of occupancy may be withheld until this material is removed.

7.1.7(5).....This section shall not be construed to prohibit the on-site disposal of stumps in conformity with state law.

7.1.8.....Vision Clearance

No structure, vehicle, vegetation, sign, fence or other obstacle shall be placed or maintained in such a manner as to create a traffic hazard or obstruct the vision clearance or sight distances at corners, driveways, intersections or curves in a road, street or highway, public or private.

7.2Development on Class VI Roads and Private Roads

Development on Class VI and private roads shall be in compliance with the specifications and requirements of the Subdivisions Regulations.

7.3Home Occupation

In zoning districts that permit the establishment of home occupations, all such uses must comply with the following provisions. If the Zoning Administrator determines that the proposed use is in compliance with all of the following provisions, authorization for the home occupation may be granted by the Building Inspector without review by the Planning Board. The proposed use must also comply with all other applicable local, state and federal regulations.

- 7.3(1).....A home occupation must be conducted entirely within the structure of the single-family dwelling and may only employ one (1) non-resident.
- 7.3(2).....Not more than one (1) home occupation may be carried on in a dwelling.
- 7.3(3)..... To alter the area of a dwelling unit that a home occupation may occupy from thirty percent (30%) of the dwelling’s net living area to a maximum area of 500 square feet.
- 7.3(4).....There shall be no display of goods or wares visible from the street.
- 7.3(5).....Not more than one (1) commercial vehicle related to said home occupation shall be stored on the premises.
- 7.3(6).....The building or premises containing said home occupation shall not be rendered objectionable or detrimental to the residential character of the neighborhood because of exterior appearance, traffic, emission of odor, smoke, dust, noise, on-site storage of hazardous materials as determined by the Barrington Fire Department.
- 7.3(7).....A certificate of occupancy for the proposed use shall be issued by the Building Inspector once verification with all the preceding standards is confirmed.

7.4Home Business

In zoning districts that permit the establishment of home businesses all such uses must receive a Conditional Use Permit from the Planning Board for said use. At a minimum, the Planning Board must determine that all of the following conditions have been met before such a permit may be authorized. The proposed use must also comply with all other applicable local, state and federal regulations.

- 7.4(1).....All home businesses must receive a Conditional Use Permit and Site Plan approval from the Planning Board.
- 7.4(2).....Before granting a conditional use permit the Planning Board must determine that the proposed structure(s), location, and size of the parcel, are of a suitable scale, appearance, and character that are compatible with the surrounding development and neighborhood where the use is proposed.
- 7.4(3).....A home business may only be conducted as an accessory use to a detached single-family dwelling located on the same property.
- 7.4(4).....Not more than one (1) home business may be established on a property.
- 7.4(5).....No more than two (2) non-residents of the property may be employed within a home business.
- 7.4(6).....The use may be conducted in a separate accessory building but said building shall contain no more than 2,500 square feet of total floor space.

- 7.4(7) The home business, including storage, must be confined to a designated accessory or primary dwelling structure or an outside area which is adequately screened with fencing and/or a vegetative buffer; and further to reduce the amount of total area which the home business may occupy from 4,500 square feet to 2,000 square feet or no more than 10% of the lot, whichever is less.
- 7.4(8).....There shall be no display of goods or wares visible from the street.
- 7.4(9).....Not more than two (2) commercial vehicles related to said home business shall be stored on the premises.
- 7.4(10).....The building or premises containing said home business shall not be rendered objectionable or detrimental to the residential character of the neighborhood because of exterior appearance, traffic, emission of odor, smoke, dust, noise, on-site storage of hazardous materials as determined by the Barrington Fire Department.
- 7.4(11).....A certificate of occupancy for the proposed use shall be issued by the Building Inspector once verification with all the preceding standards is confirmed.

7.5Fences

7.5.1.....Fence Height

Fences shall not exceed eight (8) feet in height, except that the Planning Board, through the site review process, may allow a fence of greater height if such a fence is deemed necessary by the Planning Board to safeguard the property or the public health, safety or welfare.

7.5.2.....Fence Design

The finished side of a fence shall face outward from the property on which the fence is located. The side of a fence containing the post or poles or other bracing shall face inward to the property being fenced in or on which the fence is located.

7.5.3.....Fence Siting

On a corner lot, fences shall be subject to the vision clearance provisions of Subsection 7.1.8 of this Ordinance.

7.6Off-Street Parking and Loading Spaces

The required number of off-street parking and loading spaces for multifamily and non-residential developments permitted under this Ordinance shall be determined by, and comply with, the applicable standards contained in the town’s Site Plan Review regulations.

7.7Scenic Roads

The Town of Barrington has designated certain roadways in the town as Scenic Roads, as provided for under state statute, which are identified in the Master Plan. Any alteration of these roadways, or roads that receive designation as Scenic Roads in the future, shall be done in accordance with RSA 231:158, as amended.

ARTICLE 8 HIGHWAY COMMERCIAL DISTRICT OVERLAY (HCO)

8.1Purpose and Intent

8.1(1).....The purpose of the Highway Commercial District Overlay is to support the development of appropriate levels of commercial development along portions of the state highways located in Barrington and to provide alternative opportunities for promoting economic development within the town.

8.1(2).....This overlay district is established with the recognition that the areas adjacent to these state highways represent a “transitional zone” that presents limitations and constraints for the development of both residential and non-residential uses. Therefore, this district is intended to provide flexibility in evaluating the suitability of each property based upon the specific site characteristics and constraints of individual parcels while also attempting to minimize conflicts with existing residential development in the affected area.

8.2District Defined

8.2(1).....The Highway Commercial District Overlay (HCO) zone includes parcels of land that have frontage on the portions of State Highway Routes 202, 9, and 126 that are located within the boundaries defined on the Official Zoning Map.

8.2(2).....The boundaries illustrated on the Zoning Map are intended to indicate that the HCO includes all land area within seven hundred and fifty (750) feet of the centerline of said highways.

8.2(3).....Only parcels that have frontage on these state highways shall be considered to be included in the HCO zoning district and subject to all applicable regulations set forth in this Article.

8.2(4).....If a parcel is split by the HCO district boundary the use of the respective portions of the parcel shall be determined based on the criteria specified in Subsection 2.1.2 of this Ordinance.

8.3Permitted Uses

Uses permitted in the HCO district are listed in Table 1, Table of Uses, located in the Appendix of this Ordinance. In addition to the uses specifically listed in this Table as being permitted in the HCO, all uses normally permitted in the GR and NR districts shall also be permitted, subject to all other applicable provisions, within the HCO district.

8.4Dimensional Requirements

Minimum lot size, frontage, setbacks, and building height shall be the same as that which is specified for the applicable GR or NR based district, as noted in Table 2, Table of Dimensional Standards.

8.5Greenbelt Buffer Required

8.5(1).....A greenbelt buffer of fifty (50) feet from the edge of the right-of-way shall be maintained along the frontage of parcels located in the HCO district, in which no development, storage, parking, or paving shall be permitted (except as necessary to provide access or signage).

8.5(2).....The greenbelt may be left in its natural state if sufficiently vegetated, or planted to provide a visually attractive vegetated area.

8.6Approvals Required

8.6(1).....All non-residential development that is permitted in the HCO district, as specified in the Table of Uses, must also receive a Conditional Use Permit from the Planning Board as outlined in Section 3.4 of this Ordinance.

8.6(2).....In addition to a Conditional Use Permit, all proposals for the development of non-residential and multifamily uses that are otherwise permitted in the HCO district shall also be subject to the provisions of the town’s Site Plan Review Regulations.

ARTICLE 9 WETLANDS PROTECTION DISTRICT OVERLAY (WDO)

9.1 Purpose and Intent

The general purpose of this District is to preserve and protect the many wetland areas in Barrington for the benefit of public health, safety and welfare. The intent of this section is to restrict the use of wetland areas and their buffers to promote the following goals:

- 9.1(1).....Prevent the pollution of surface waters and groundwater;
- 9.1(2).....Prevent the dewatering of wetlands;
- 9.1(3).....Prevent adverse impact to wetlands that provide flood protection, recharge of groundwater supply, augmentation of stream flow during dry periods, habitat for plants, fish or wildlife, or commerce, recreation or aesthetic enjoyment; and
- 9.1(4).....Permit those uses that can be appropriately and safely located in wetlands and their buffers areas.

9.2 Wetlands Defined

- 9.2.1.....For the purposes of this Ordinance, “wetlands” means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.
- 9.2.2.....Wetlands generally include, but are not limited to, swamps, marshes, bogs, and similar areas. In accordance with New Hampshire Department of Environmental Services and United States Army Corps of Engineers requirements, jurisdictional wetlands are to be identified and delineated using the 1987 Corps of Engineers Wetlands Delineation Manual. Jurisdictional wetlands are to be delineated by a New Hampshire certified wetland scientist or a New Hampshire certified soil scientist.

9.3 Prime Wetlands

- 9.3(1).....In conjunction with the definition of wetlands in Section 9.2, the Town of Barrington has also delineated a special classification of wetlands referred to as Prime Wetlands, in accordance with state statutes authorizing such designation.
- 9.3(2).....The approximate boundaries of Prime Wetlands located in Barrington are illustrated on tax maps dated January 1991, along with an accompanying report entitled Prime Wetlands Report, Town of Barrington, New Hampshire, January 1991, which identifies the important values and critical functions that are provided by these wetlands.
- 9.3(3).....The Prime Wetland maps and report are on file at the Barrington Town Offices as well as the offices of the New Hampshire Department of Environmental Services (NHDES).

9.3.1.....Delineation of Prime Wetland Boundaries

On any parcel of land where development is proposed, and that also contains a Prime Wetland as identified in the town’s study cited in Section 9.6, or as designated by the town at any time thereafter, the applicant applying for said development approval shall be required to delineate the area of all Prime Wetlands on plans submitted to the town.

9.3.1(1).....Since the Town adopted its Prime Wetland designation prior to January 1, 1992, the edge of the Prime Wetland shall be considered to be the areas where one hundred percent (100%) of the soils are Hydric A, which also have the presence of hydrophytic vegetation and wetlands hydrology.

9.3.1(2).....The procedures and standards for mapping said Prime Wetlands shall be done in, accordance with the methods prescribed in this Ordinance, as well as the town’s Subdivision and/or Site Plan Review Regulations, for mapping any jurisdictional wetlands.

9.3.1(3).....If the boundary of a Prime Wetland is contested, the applicant may present data and evidence to the NHDES and to the Barrington Conservation Commission relative to the correct location of the boundary. In the event of a dispute, the final delineation shall be determined by the NHDES based on the data and evidence submitted.

9.4Permitted Uses and Structures

The uses and structures as listed in Paragraphs (1) through (5) of this Section, and no others, except as provided for in Subsection 9.5.1, are permitted in wetlands and their buffer areas provided the use or structure does not involve substantial alteration of the surface configuration of the land; and will not result in a significant net loss of values associated with the functions of the wetland. Impacts to wetlands must comply with New Hampshire Department of Environmental Services Regulations.

9.4(1).....Forestry/tree farming; and

9.4(2).....Agriculture, including grazing, farming, truck gardening and harvesting of crops; but not including the stockpiling of manure or other activities or practices that could contaminate surface water or groundwater; and

9.4(3).....Drainage ways: streams, creeks or other paths or normal runoff water; and

9.4(4).....Open space, wildlife refuges, conservation areas, nature trails and passive recreational uses; and

9.4(5).....Subject to the permitting and review processes of the State of New Hampshire Department of Environmental Services and/or the permitting and review requirements of Section 9.6 if applicable, culverts, footbridges, catwalks and wharves are permitted in the wetlands and the wetland buffer areas. Sheds, and similar pole mounted structures with a combined area of 200 square feet or less shall be permitted within wetland buffer areas, provided that:

9.4(5)(a)The structures are constructed on posts or pilings so as to permit the unobstructed flow of water; and

9.4(5)(b)The natural contours of the wetland shall be preserved.

9.4(5)(c).....An Administrative Zoning Permit is obtained from the Zoning Administrator, verifying the proposed structure is in compliance with 9.4(5)(a&b)

9.5Wetland Buffer Areas Required

9.5(1).....A buffer area of fifty (50) feet is required from the edge of any wetland. If a vernal pool is determined to be located on a site a greater buffer may be required by the Planning Board. **This provision of the Ordinance was adopted on March 13, 2001 and is effective from that date.**

9.5(2).....In the case of a Prime Wetland a minimum buffer of one hundred (100) feet shall be required from the edge of the wetland. The Planning Board may require a larger buffer around a Prime Wetland if an assessment of its functions indicates that such an increase is warranted to protect the roles the wetland serves that are of value to the public or the environment including, but not limited to, flood water storage, flood water conveyance, groundwater recharge and discharge, erosion control, wave attenuation, water quality protection, scenic and aesthetic use, food chain support, fisheries, wetland plant habitat, aquatic habitat and wildlife habitat.

9.5(3).....Within any required wetland buffer, including by way of example and not by way of limitation, no structures, impermeable surfaces, parking spaces, or construction-related activities, including dredging, filling, and re-grading, shall be permitted, except as noted in Section 9.4 and Subsection 9.5.1 below.

9.5(4).....The following features shall not be construed as wetlands with regard to designating buffer areas under the provisions of this Ordinance:

9.5(4)(a)Manmade ditches and swales

9.5(4)(b)Sedimentation/detention basins or ponds

9.5(4)(c)Manmade agricultural/irrigation ponds and swales

9.5(4)(d)Fire ponds and cisterns

9.5(4)(e)A septage or manure lagoon

9.5(4)(f).....Silage pits

9.5(4)(g)An isolated wetland or surface water of 3,000 square feet or less that does not meet the definition of a swamp, marsh, bog or vernal pool

9.5.1.....Exceptions for Construction in Wetland Buffers

9.5.1(1).....On all lots created after March 11, 1997 and before March 13, 2001, no structure shall be built or located closer than thirty-five (35) feet to a wetland area.

9.5.1(2).....An existing building within a buffer area may be repaired and/or replaced provided that the new or repaired structure, including any impermeable surfaces, shall not extend further into the buffer area than the footprint of the original foundation.

9.5.1(3).....Wetland crossings that would fall under the New Hampshire Department of Environmental Services Administrative Rules.

9.5.1(4).....Wells / Well Lines are permitted.

~~**9.5.1(5).....**This ordinance shall not prohibit the construction of principal and accessory structures within the buffer zone on unimproved lots that were approved for subdivision by the Planning Board or which otherwise legally existed on or before March 13, 2001. *(Deleted in its entirety March 8, 2022.)*~~

9.6Special Permit for Construction in a Wetland Buffer

A use not otherwise permitted in the wetlands buffer may be undertaken if the Planning Board approves an applicant’s request for a Special Use Permit, provided such use is in keeping with the intent and purposes set forth in this Ordinance as permitted in the base zoning district and meets the standards listed below. (Reference – RSA 674:21 II)

- 9.6(1)**.....After a review of all reasonable alternatives it is determined to be infeasible to place the structure outside of the buffer zone.
- 9.6(1)(a)**The structure must be set back as far as possible from the delineated edge of the wetland or surface water; and
- 9.6(1)(b)**Appropriate erosion control measures must be in place prior to and during construction; and
- 9.6(1)(c)**Any disturbance to the surrounding buffer zone must be repaired and restored upon completion of construction; and
- 9.6(1)(d)**All available mitigation measures to address changes in water quality and quantity be implemented, along with design and construction methods to minimize adverse impacts, if required by the Planning Board.

ARTICLE 10 WIRELESS COMMUNICATION FACILITIES OVERLAY (WCO)

10.1 ...Purpose and Intent

It is the purpose of this ordinance to permit carriers to locate personal Wireless Communication Facilities within the Town of Barrington according to the provisions of the Federal Telecommunications Act of 1996, and to ensure that such facilities have the least impact on residential neighborhoods, scenic features, and the general safety and appearance of the town.

10.2 ...Standards

Wireless Communication Facilities shall be permitted in all Districts, and shall be subject to Subsection 7.1 (Performance Standards) of this Ordinance as well as the standards listed below.

- 10.2(1).....The use poses no unreasonable risk of harm to the health, safety or welfare of abutters or the public; and
- 10.2(2).....The use will not diminish the value of neighboring properties; and
- 10.2(3).....By its nature and design or by the use of visual buffers (vegetative or topographical), the use will not substantially alter the character of the area where applicable, or its utility for residential uses; and
- 10.2(4).....The use will be consistent with the spirit and intent of this Ordinance.

10.3 ...Location of Facilities

Wherever feasible, Wireless Communication Facilities shall be located or co-located in or on existing structures, including but not limited to buildings, water towers, existing telecommunication facilities, utility poles and towers and related facilities, providing that such installations will not adversely affect the character or integrity of an existing structure.

10.3.1.....Burden of Proof

The applicant shall have the burden to prove that there is no existing and available structure upon which it is feasible to locate the proposed facility. If the applicant makes such a showing, the proposed new structure shall be located and designed so as to minimize any adverse impacts to the greatest extent possible, which shall include but not be limited to the use of building materials and colors that are compatible with those in the surrounding area, screening, landscaping, proportional sizing and placement within trees.

10.3.2.....Contact List

The applicant shall submit to the Planning Board, a list of all contacts made with the owners of potential sites regarding the availability of space required for their service. The Planning Board may suggest other additional existing structures that may be available and it will be the responsibility of the applicant to contact owners of those properties.

10.3.3.....Letters of Inquiry

The applicant shall provide copies of letters of inquiry made to owners of existing structures and letters of rejection. If letters of rejection are not provided, unanswered “Return Receipt Requested” forms from the United States Postal Service shall be provided for each owner contacted.

10.4 ...Dimensional Requirements

10.4(1).....The maximum height of any new Wireless Communication Facility will not exceed one hundred and fifty (150) feet.

10.4(2).....The height of any Wireless Communication Facility shall not increase the height of any existing structure by more than ten (10) feet unless it is completely camouflaged. The increase in height shall be in scale and proportion to the existing structure.

10.4(3).....Ground mounted Wireless Communication Facilities shall not project higher than twenty (20) feet above the top of the tree canopy and one hundred (100) foot perimeter of the mount shown on the accepted application in an effort to more effectively blend into the surrounding terrain by not projecting above the surrounding tree canopy. The measurement will begin from the cleared area of the accepted application plan.

10.4(3)(a)A stamped as-built plan certifying the top of the tree canopy will be required before final approval of the plan.

10.4(3)(b)The buffer around the cleared area must be located on the property where the tower is to be located or an easement for the buffer must be put in place to ensure that it remains as represented at the time of approval. This easement could be on abutting properties where the buffer shown on the plan was located.

10.4(4).....All Wireless Communication Facilities, equipment shelters, and fences shall comply with the setback requirements of the district in which they are located, unless otherwise stated. Any Wireless Communication Facilities requiring structures such as shelters, cabinets or other buildings must put crushed gravel, stone, or stone base within the fenced in area and at least fifteen (15) feet beyond the fence on all sides. This restricted area must be free of all vegetation.

10.4(5).....No Wireless Communication Facility, equipment shelter or fence shall be constructed within seventy-five (75) feet of any wetlands.

10.4(6).....In order to ensure public safety, the minimum distance from the base ground-mount of a Wireless Communication Facility to any property line, public road, dwelling, business or recreational use shall be at a minimum, the distance equal to the fall zone. This distance may cross property lines, so long as applicant secures an easement from the affected property owners. The area of the easement shall be shown on all applicable plans submitted to the town, and the terms of the easement shall be provided as part of the site plan.

10.5 ...Lighting Signage

10.1(1).....The lighting on the mount of Wireless Communication Facilities shall be allowed only if, and as, required by the Federal Aviation Administration (FAA).

10.5(2).....Any lighting of equipment structures or other facilities on site shall be completely shielded from above and from abutting properties.

- 10.5(3).....Signage shall be limited to those needed to identify the property and owners, and to warn of danger.
- 10.5(3)(a)Signs warning of danger shall be mounted on the security fence as needed.
- 10.5(3)(b)A sign identifying the owner along with an emergency phone number shall be mounted on the fence by the entrance door.
- 10.5(3)(c)These signs cited in subparagraphs ((1) and (2) shall not exceed four (4) square feet. No lighting shall be allowed on fences or signs.

10.6 ... Bonding

- 10.6(1).....Recognizing the extremely hazardous situation presented by abandoned and unmonitored towers, the Planning Board shall set the form and the amount of security that represents the cost for removal and disposal of towers in the event that the tower is abandoned and the tower owner is incapable or unwilling to remove the tower.
- 10.6(2).....The amount of the security shall be based upon the removal cost plus fifteen (15) percent. A professional civil engineer, licensed by the State of New Hampshire, shall determine this amount.
- 10.6(3).....The owner of the facility shall provide the Planning Board with a revised removal estimate and structural evaluation every five (5) years from the date of the approval of the site plan. If the cost of removal has increased more than fifteen (15) percent, the owner shall provide additional security in the amount of the increase.

10.7 ... Removal of Abandoned Antennas and Towers

10.7.1.....Notice of Discontinued Use

The owner shall notify the town by certified mail of his intent to abandon or discontinue use of this facility, thirty (30) days prior to the intended date of end of service.

10.7.2.....Effective Abandonment

Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and hazardous to public health and safety.

10.7.3.....Discontinued Use / Abandonment

Upon abandonment or discontinued use, the owner of the facility shall physically remove the personal wireless facility within ninety (90) days. “Physically remove” shall include, but not be limited to the following:

- 10.7.3(1).....Removal of antennas, mounts, equipment shelters, foundations and security barriers from the property; and
- 10.7.3(2).....Properly dispose of the waste materials from the site in accordance with local and state waste disposal regulations; and
- 10.7.3(3).....Restoring the location of the facility to its natural condition, except that any landscaping and grading shall remain in the after condition.

10.8.....Failure to Remove

If the owner fails to voluntarily remove the facility as required under Section 9.7, the Board of Selectmen shall have the authority to declare a default under any security given to ensure such removal, and may seek all other available equitable or legal remedies as the Board deems necessary.

**ARTICLE 11 SHORELAND PROTECTION DISTRICT OVERLAY
(SDO)**

11.1 ...Purpose and Intent

The purpose of the Shoreland Protection District is to preserve the overall quality of surface waters, and their adjacent environs, in the Town of Barrington in order to protect the public health and maintain the ecological integrity associated with these resources. More specifically, the intent of the regulations established in this Article are:

- 11.1(1).....Maintain the quality of surface waters to insure protection of groundwater and drinking water supplies; and
- 11.1(2).....Conserve and protect the aquatic and terrestrial habitat associated with the town’s rivers, lakes and ponds; and
- 11.1(3).....Preserve and enhance the aesthetic values associated with shoreline areas in order to maintain the town’s rural character; and
- 11.1(4).....Encourage those uses that can be appropriately located adjacent to the town’s surface water resources.

11.2 ...District Defined

- 11.2(1).....No structure of any type including, by way of example and not by way of limitation, all buildings, garages, sheds, parking lots and driveways, may be constructed within seventy-five (75) feet of the shoreline of any year-round stream, or any lake or pond over two (2) acres.
- 11.2(2).....For the Isinglass River this overlay zone shall consist of all properties located within one hundred (100) feet of the mean high water mark of the river, wherein no structure of any type including by way of example and not by way of limitation, all buildings, garages, sheds, parking lots, and driveways, may be constructed.

11.3 ...Exemptions from Regulations

- 11.3(1).....Lots of record that existed prior to July 28, 1988 (which was the effective date of the original version of this provision) are exempt from these shoreland setback provisions to the extent that it can be demonstrated that conformance is impossible; however, any structure on such lots must conform as fully as possible.
- 11.3(2).....Exemptions to the setback provisions of Section 11.2 of this Article shall be made for the installation of docks, floats and other structures that are customarily associated with the recreational use of water.

ARTICLE 12 GROUNDWATER PROTECTION DISTRICT OVERLAY (GDO)

12.1 ... Purpose and Intent

In the Town of Barrington, where water is drawn almost exclusively from wells, protecting groundwater from contamination and preserving the capability to recharge this water supply are issues of town-wide importance. Therefore, the intent of the Groundwater Protection District is to protect, preserve, and maintain groundwater resources within the town. The establishment of these regulations is also intended to address the following specific issues:

- 12.1(1)**.....To protect the public health and general welfare of the citizens of Barrington; and
- 12.1(2)**.....To prevent development and land use practices that would contaminate or reduce the recharge of the groundwater supplies and aquifers; and
- 12.1(3)**.....To provide for future growth and development of the town, in accordance with the Master Plan, by ensuring the future availability of public and private water supplies; and
- 12.1(4)**.....To encourage uses that can appropriately and safely be located in the groundwater and aquifer recharge areas.
- 12.1(4)(a)**This Article is not intended to limit business or residential growth within the town but is intended to regulate such development within groundwater protection areas through the implementation of Best Management Practices (BMP). Standards used by the town to determine BMPs shall include, but not be limited to, the sources listed below. This Article refers to, and adopts by reference, the BMP standards contained in the following reports and regulations:
 - 12.1(4)(b)**The New Hampshire Code of Administrative Rules, Part Env-Ws 421, Best Management Practices, as amended.
 - 12.1(4)(c)**Best Management Practices for Agriculture in New Hampshire, New Hampshire Department of Agriculture, Market and Food (May 2001), and subsequent revisions.
 - 12.1(4)(d)**Best Management Practices for Urban Stormwater Runoff, New Hampshire Department of Environmental Service (January 1996), as amended.

12.2 ... Groundwater Protection District Defined

The Groundwater Protection District Overlay (GDO) consists of the entire area within the municipal boundaries of the town. The provisions of this Article are intended to protect both groundwater supply quantity and water supply quality on a town wide basis.. There are specific overlay areas within GWPDO that have been identified as being of particular importance or concern and for which specific provisions are given within this article.

12.2.1.....Identification and Boundaries of Overlays within the Groundwater Protection District.

12.2.1(1) The Stratified Drift Aquifer Overlay (SDAO)

The Stratified Drift Aquifer Overlay is identified as those areas having the potential to yield higher quantities of groundwater.

12.2.1(1)(a)BOUNDARIES OF THE STRATIFIED DRIFT AQUIFER (SDAQ)

The boundaries of the Stratified Drift Aquifer (SDAQ) overlay areas are illustrated on the town’s Official Zoning Map. The boundaries of the SDA are based on data developed by the United States Geological Survey, in cooperation with the New Hampshire Department of Environmental Services Water Division, as illustrated on the map entitled Drinking Water Resources and Potential Contamination Sources, Barrington, NH (October 2001).

12.2.1(2) The Swains Lake Water Management Zone Overlay (SL-WMZO)

The Swains Lake Water Management Zone Overlay (SL-WMZO) is identified as that area where there is a risk of spreading a contamination of the water supply by increasing the number of wells within the SL-WMZO.

12.2.1(2)(a)BOUNDARIES OF THE “SWAINS LAKE WATER MANAGEMENT ZONE OVERLAY” (SL-WMZO)

The boundaries of the “Swains Lake Water Management Zone Overlay ” (SL-WMZO) area are illustrated on the town’s Official Zoning Map. The boundaries of the SL-WMZO are based on data developed in cooperation with the New Hampshire Department of Environmental Services Water Division, US Environmental Protection Agency, the Strafford Regional Planning Commission, and the Swains Lake Village Water District Board.

12.3 ...Applicability and Exemptions

All non-residential development within the Town of Barrington must comply with the standards set forth in this Article:

12.3(1).....Any business or facility where regulated substances are not stored in containers with a capacity of more than five (5) gallons is exempt from Performance Standards 3 through 6 in of Subsection 12.4.1.

12.3(2).....With the exception of the private residences within the SL-WMZO, private residences are exempt from the provisions of this Article. (See Subsection 12.4.3).

12.3(3).....Any uses that existed before March 12, 2002 are exempt from the provisions of this Article. However, any pre-existing use that is changed to another use, expanded, extended, or enlarged shall be required to comply with all applicable standards of this Article, as well as the town’s Site Review Regulations.

12.3(4).....Storage of heating fuels for on-site use or fuels for emergency electric generation, provided that storage tanks are indoors on a concrete floor or have corrosion control, leak detection and secondary containment in place, is exempt from Performance Standards 3 through 6 in Subsection 12.4.1.

12.3(5).....Storage of motor fuel in tanks attached to vehicles and fitted with permanent fuel lines to enable the fuel to be used by that vehicle is exempt from Performance Standard 3 through 6 in Subsection 12.4.1.

12.3(6).....Storage and use of office supplies is exempt from Performance Standards 3 through 6 in Subsection 12.4.1.

12.3(7).....Temporary storage of construction materials and fuel for equipment on a site not to exceed six months where they are to be used is exempt from Performance Standards 3 through 6 in Subsection 12.4.1.

12.3(8).....The sale, transportation and use of pesticides as defined in RSA 430:29 XXVI, as amended, are exempt from all provisions of this ordinance.

- 12.3(9).....Household hazardous waste collection projects regulated under New Hampshire Code of Administrative Rules (Env-Wm 401.03 (b) and 501.01 (b), as amended) are exempt from Performance Standards 3 through 6 in Subsection 12.4.1.
- 12.3(10).....Underground storage tank systems and aboveground storage tank systems that are in compliance with applicable state rules are exempt from inspections.

12.4 ...Performance Standards for Development

12.4.1.....Town wide Performance Standards

The following standards shall apply to all regulated development, as defined in Section 12.3, throughout the entire town.

- 12.4.1(1).....Animal manure, fertilizers, and compost must be stored in accordance with Manual of Best Management Practices for Agriculture in New Hampshire, NH Department of Agriculture, Markets and Food, (May, 2001), and subsequent revisions.
- 12.4.1(2).....All regulated substances stored in containers with a capacity of more than five (5) gallons must be stored in product-tight containers on an impervious surface designed and maintained to prevent flow to exposed soils, floor drains, and outside drains.
- 12.4.1(3).....Facilities where regulated substances are stored must be secured against unauthorized entry by means of doors or gates that are locked when authorized personnel are not present and must be inspected weekly by the facility owner.
- 12.4.1(4).....Regulated substances in outdoor storage areas must be protected from exposure to precipitation by some means of coverage, for example a roof. The storage must be located at least 50 feet from surface or storm drains, and outside the radius of any wells.
- 12.4.1(5).....Secondary containment must be provided for outdoor storage of regulated substances if an aggregate of 275 gallons or more of regulated substances are stored outdoors on any particular property.
- 12.4.1(6).....Containers in which regulated substances are stored must be clearly and visibly labeled and must be kept closed and sealed when material is not being transferred.

12.4.2.....Performance Standards within Stratified Drift Aquifer Area Boundaries

All land uses located within the boundaries of the Stratified Drift Aquifer are subject to the following performance standards, in addition to those listed in Subsection 12.4.1.

- 12.4.2(1).....For any use that will render impervious more than fifteen percent (15%) or more than 2,500 square feet of any lot, whichever is greater, a stormwater management plan shall be prepared based on the standards set forth in Stormwater Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire, Rockingham County Conservation District (August 1992 or as amended) and Best Management Practices for Urban Stormwater Runoff, New Hampshire Department of Environmental Services (January 1996 or as updated). The Planning Board shall make the determination as to whether or not the stormwater management plan is in compliance with these standards.

12.4.2(2).....Stormwater management plans prepared pursuant to Paragraph 1) shall demonstrate the stormwater recharged to groundwater will not result in violation the standards set forth in Ambient Groundwater Quality Standards of the Department of Environmental Services (ENV-Ws 410.05 as amended), at the property boundary and additional standards subsequently deemed applicable by the Department.

12.4.2(3).....Businesses located in the Stratified Drift Aquifer area may be required to perform additional studies, and or provide additional information, as required by the Planning Board.

12.4.2(4).....Gasoline Service Stations shall be prohibited in or within 500 feet of a stratified drift aquifer area boundary.

12.4.3.....Performance Standards within Swains Lake Water Management Zone Overlay Boundaries

All land uses land uses located within the boundaries of the Zone Overlay SL-WMZO are subject to the performance standards and requirements applicable within the Base Zone. In addition, all land use located within any area defined as being in the intersection of any other overlay with the SL-WMZO shall comply with the performance standards and requirements of the base zone and each overlay zone represented in the area defined by such intersection. Nothing in this Ordinance shall prohibit a property owner from developing property within SL-WMZO.

12.4.3(1) New Wells within Swains Lake Water Management Zone Overlay Boundaries

Effective the date of the adoption of the provisions of the Ordinance relating to the SL-WMZO, any provisions of this Ordinance notwithstanding, all future development within the SL-WMZO area will be required to meet the water supply requirements of such development from a source of water located outside the SL-WMZO area or through the Swains Lake Village Water District system.

12.4.3(2) Repair and Replacement of Existing Wells within Swains Lake Water Management Zone Overlay Boundaries

Wells existing as of the date of the adoption of the provisions of the Ordinance relating to the SL-WMZO will be permitted to be repaired and/or replaced provided such repair and replacement is consistent with the previously existing well capacity and use.

12.4.3(3) Comprehensive Environmental Response, Compensation, and Liability Act),
The standards and restriction of this Article shall not apply to the activities of the US Environmental Protection Agency and/or the activities of the NH Department of Environment Services authorized under th Comprehensive Environmental Response Act (CERCLA.)

12.5 ...Maintenance Requirements

For uses requiring Planning Board approval for any reason, a narrative description of maintenance requirements for structures required to comply with the necessary Performance Standards, shall be recorded at the Registry of Deeds for Strafford County so as to run with the land on which such structures are located. The description so prepared shall comply with the requirements of RSA 478:4A, as amended.

12.6 ...Property Development

Nothing in this Ordinance intends to or shall prohibit a property owner from developing property within the SL-WMZO

ARTICLE 13 FLOODPLAIN MANAGEMENT DISTRICT OVERLAY (FDO)

13.1 ...Applicability

13.1(1).....The regulations presented in this Article shall overlay and supplement the regulations of this Ordinance and shall be considered part of the Ordinance for purposes of administration and appeals under state law.

13.1(2).....The following regulations shall apply to all lands designated as special flood hazard areas by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for Strafford County, New Hampshire, dated May 17, 2005 or as amended, together with the associated Flood Insurance Rate Map Panels number 0190, 0195, 0213, 0260, 0280, 0285, 0290[1], 0295, 0302, 0305, and 0315 of the Town of Barrington [FEMA community #330178] date May 17, 2005 or as amended, which are declared to be a part of this Ordinance and are hereby incorporated by reference.

13.2 ...Standards for Construction

All proposed development in any special flood hazard area shall require a permit. The Building Inspector shall review all building permit applications for new construction or substantial improvements to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in a special flood hazard area, all new construction or substantial improvements shall comply with the following provisions:

13.2(1).....Designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; and

13.2(2).....Constructed with materials resistant to flood damage; and

13.2(3).....Constructed by methods and practices that minimize flood damage; and

13.2(4).....Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

13.3 ...Water and Sewer System Requirements

Where new or replacement water and sewer systems (including on-site systems) are proposed in a special flood hazard area, the applicant shall provide the Building Inspector with assurance that these systems will be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems will be located to avoid impairment to them or contamination from them during periods of flooding.

13.4 ...Application Information Required

For all new or substantially improved structures located in special flood hazard areas, the applicant shall furnish the following information to the Building Inspector:

13.4(1).....The as-built elevation, in relation to National Geodetic Vertical Datum (NGVD) of the lowest floor (including the basement).

13.4(2).....Information regarding whether or not such structures contain a basement; if the structure has been flood-proofed, the as-built elevation (in relation to NGVD) to which the structure was flood-proofed.

13.4(3).....Any certification of flood-proofing. The Building Inspector shall maintain for public inspection, and shall furnish such information upon request.

13.5 ...Additional Approvals Required

The Building Inspector shall not grant a building permit until the applicant certifies that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

13.6 ...Construction in Riverine Location

In riverine situations, prior to the alteration or relocation of a watercourse the applicant for such authorization shall notify the Wetlands Bureau of the New Hampshire Department of Environmental Services and submit copies of such notification to the Building Inspector, in addition to the copies required by RSA 482-A:3. Further, the applicant shall be required to submit copies of said notification to those adjacent communities as determined by the Building Inspector, including notice of all scheduled hearings before the Wetland Bureau and hearings before the Zoning Board of Adjustment pursuant to Article 15 of this Ordinance.

13.6.1.....Certification

The applicant shall submit to the Building Inspector, certification provided by a registered professional engineer, assuring that the flood carrying capacity of an altered or relocated watercourse can and will be maintained.

13.6.2.....Floodway Data

The Building Inspector shall obtain, review, and reasonably utilize any floodway data available from federal, state or other sources as criteria for requiring that all developments located in Zone A meet the following floodway requirement.

13.6.3.....Encroachments

No encroachments, including fill, new construction, substantial improvements, and other developments are allowed within the floodway that would result in any increase in flood levels within the community during the base flood discharge.

13.7 ...Determination of Flood Elevation by Building Inspector

In Zone A, the Building Inspector shall obtain, review, and reasonably utilize any 100 year flood elevation data available from any federal, state or other source including data submitted for development proposals submitted to the town (i.e. subdivisions, site approvals). The Building Inspector's 100 year flood elevation determination will be used as criteria for requiring in Zone A that the following standards be met:

13.7(1).....That all new construction or substantial improvement of residential structures have the lowest floor (including basement) elevated to or above the 100 year flood elevation.

- 13.7(2).....That all new construction or substantial improvements of non-residential structures have the lowest floor (including basement) elevated to or above the 100 year flood level or together with attendant utility and sanitary facilities, shall comply with the following.
- 13.7(2)(a)Be floodproofed so that below the 100 year flood elevation the structure is watertight with walls substantially impermeable to the passage of water.
- 13.7(2)(b)Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- 13.7(2)(c)Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provision of this section.
- 13.7(3).....For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding are permitted provided they meet the following requirements:
 - 13.7(3)(a)The enclosed area is unfinished or flood resistant, usable solely for the parking of vehicles, building access or storage;
 - 13.7(3)(b)The area is not a basement; and
 - 13.7(3)(c)The area shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater.
- 13.7(4)..... Designs for meeting the automatic equalization of hydrostatic flood forces must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria.
 - 13.7(4)(a)A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - 13.7(4)(b)The bottom of all openings shall not be higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

13.8 ...Requirements for Recreational Vehicles and Manufactured Housing

- 13.8(1).....Recreational vehicles placed on sites within Zone A shall either be on the site for fewer than 180 consecutive days, be fully licensed and ready for highway use, or meet all standards of Section 60.3 (b) (1) of the National Flood Insurance Program Regulations and the elevation and anchoring requirements for “manufactured homes” in Paragraph (c) (6) of Section 60.3.
- 13.8(2).....All manufactured homes to be placed or substantially improved within special flood hazard areas shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the 100 year flood elevation; and be securely anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

13.9 ...Appeals to the Zoning Board of Adjustment

- 13.9(1).....Any order, requirement, decision or determination of the Building Inspector made under this ordinance may be appealed to the Zoning Board of Adjustment as set forth in RSA 676:5.

- 13.9(2)**.....If the applicant, upon appeal, requests a variance as authorized by RSA 674:33, I (b), the applicant shall have the burden of showing, in addition to the usual variance standard under state law, that the following conditions have been met.
- 13.9(2)(a)**That the variance will not result in increased flood heights, additional threat to public safety, or extraordinary public expense.
- 13.9(2)(b)**That if the requested variance is for activity within a designated regulatory floodway, no increase in flood levels during the base flood discharge will result.
- 13.9(2)(c)**That the variance is the minimum necessary, considering the flood hazard, to afford relief.
- 13.9(3)**.....The Zoning Board of Adjustment shall notify the applicant in writing that:
- 13.9(3)(a)**The issuance of a variance to construct below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage.
- 13.9(3)(b)**Such construction below the base flood level increases risk to life and property. Such notification shall be maintained with a record of all variance actions.
- 13.9(4)**.....The community shall maintain a record of all variance actions, including their justification for their issuance, and report such variance issued in its annual or biennial report submitted to FEMA’s Federal Insurance Administrator.

ARTICLE 14 IMPACT FEES FOR PUBLIC CAPITAL FACILITIES

14.1 ... General Provisions

14.1.1.....Authority

14.1.1(1).....This Article is authorized by New Hampshire RSA 674:21 as an innovative land use control.

14.1.1(2).....The administration of this Article shall be the responsibility of the Planning Board.

14.1.2.....Applicability

This Article, as well as regulations and studies adopted by the Planning Board consistent with and in furtherance of this Article, shall govern the assessment of impact fees imposed upon new development in order to meet the needs occasioned by that development for the construction or improvement of capital facilities owned or operated by the Town of Barrington or the Barrington School District.

14.1.2(1).....The public facilities for which impact fees may be assessed in Barrington may include and are limited to water treatment and distribution facilities; wastewater treatment and disposal facilities; sanitary sewer; storm water, drainage and flood control facilities; public road systems and rights-of-way; municipal office facilities; public school facilities; public safety facilities; solid waste collection, transfer, recycling, processing and disposal facilities; public library facilities; and public recreation facilities not including public open space.

14.1.2(1)(a)Prior to assessing an impact fee for one or more of the public facilities enumerated above, the Planning Board shall have adopted such studies or methodologies and related fee schedules that provide for a process or method of calculating the proportionate share of capital improvement costs that are attributable to new development.

14.1.2(1)(b)Calculations of impact fees shall reasonably reflect the capital cost associated with the increased demand placed on capital facility capacity by new development.

14.1.2(1)(c)The following findings and the regulations predicated on those findings shall govern the assessment of impact fees for public capital facilities in order to accommodate increased demand on the capacity of these facilities due to new development.

14.2 ... Findings

The Town of Barrington hereby finds that:

14.2(1).....The Town of Barrington is responsible for and committed to the provision of public facilities and services at standards determined by the town to be necessary to support development in a manner that protects and promotes the public health, safety and welfare.

14.2(2).....Capital facilities have been and will be provided by the town utilizing funds allocated through the Capital Improvements Program, which has been adopted and regularly updated by the Planning Board.

- 14.2(3).....An impact fee ordinance for capital facilities is consistent with the goals and objectives of the Master Plan and the Capital Improvements Program of the Town of Barrington.
- 14.2(4).....New development in Barrington will create the need for the construction, equipping, or expansion of public capital facilities in order to provide adequate facilities and services for its residents.
- 14.2(5).....Impact fees may be used to assess an equitable share of the growth-related cost of public facility capacity to new development in proportion to the facility demands created by that development.
- 14.2(6).....In the absence of impact fees, anticipated residential and non-residential growth and associated capital improvement costs could necessitate an excessive expenditure of public funds in order to maintain adequate facility standards and to promote and protect the public health, safety, and welfare.
- 14.2(7).....Impact fees assessed pursuant to this Article shall be reasonably based upon the rationale for assessing the fees.
- 14.2(7)(a)Impact fees established on the basis of providing additional public capital facilities necessitated by new development in Barrington shall not exceed the cost of such additional facilities.
- 14.2(7)(b)Impact fees established on the basis of compensating the Town of Barrington or the Barrington School District for facility capacity that it provided in anticipation of new development in Barrington.

14.3 ...Computation of Impact Fees

- 14.3(1).....The amount of each impact fee shall be assessed in accordance with written procedures or methodologies adopted and amended by the Planning Board for the purpose of capital facility impact fee assessment in Barrington. These methodologies shall set forth the assumptions and formulas comprising the basis for impact fee assessment, and shall include documentation of the procedures and calculations used to establish impact fee schedules. The amount of any impact fee shall be computed based on the municipal capital improvement cost of providing adequate facility capacity to serve new development. Such documentation shall be available for public inspection at the Office of the Selectmen of the Town of Barrington.
- 14.3(2).....In the case of new development created by the conversion or modification of an existing use, the impact fee assessed shall be computed based upon the net increase in the impact fee assessment for the new use as compared to the highest impact fee that was, or would have been, assessed for the previous use in existence on or after the effective date of this Article.

14.4 ...Assessment of Impact Fees

- 14.4(1).....Impact fees shall be assessed on new development to compensate the Town of Barrington for the proportional share of the public capital facility costs generated by that development, including the public capital facility costs that were incurred in anticipation of new development.

- 14.4(2)**.....Any person who seeks a permit for new development, including permits for new or modified service connections to the public water system or public wastewater disposal system that would increase the demand on the capacity of those systems, is hereby required to pay the public capital facility impact fees authorized under this Article in the manner set forth herein, except where all or part of the fees are waived in accordance with the criteria for waivers established in this Article.
- 14.4(3)**.....The Planning Board may agree to accept in lieu of a cash payment of the impact fee: a proposed contribution of real property; or, facility improvements of equivalent value and utility to the public. Prior to acting on a proposed contribution under this provision, the Planning Board shall submit a copy of the proposal to the Board of Selectmen for its review and consent prior to its acceptance of the proposed contribution. The value of contributions or improvements shall be credited only toward facilities of like kind, and may not be credited to other categories of impact fee assessment.

14.5 ... Waivers

The Planning Board may grant full or partial waivers of impact fees where the Board finds that one or more of the following criteria are met with respect to the particular capital facilities for which impact fees are normally assessed. A person may request a full or partial waiver of school facility impact fees for those residential units that lawfully qualify as Housing for Older Persons, pursuant to RSA 354-A:15, because the housing unit(s) at issue are;

- 14.5(1)**.....Provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons as defined in the state or federal program; and the residential units meet either of the following additional qualifications,
- 14.5(1)(a)**The residential units are intended for, and solely occupied by, persons 62 years of age or older; or
- 14.5(1)(b)**The residential units are intended and operated for occupancy by at least one person 55 years of age or older per unit, as further defined by the rules adopted by the State Commission for Human Rights.
- 14.5(2)**.....Any change that results in the unit(s) no longer satisfying the above definition for Housing for Older Persons shall require the property owner to come back before the Planning Board for reconsideration of the waiver fee.
- 14.5(3)**.....The Planning Board may waive an impact fee assessment for a particular capital facility where it finds that the subject property has previously been assessed for its proportionate share of public capital facility impacts, or has contributed payments or constructed capital facility public improvements equivalent in value to the dollar amount of the fee(s) waived.
- 14.5(4)**.....The Planning Board may waive an impact fee assessment where it finds that, due to conditions specific to a development agreement, or other written conditions or lawful restrictions applicable to the subject property, the development will not increase the demand on the capacity of the capital facility or system for which the impact fee is being assessed.

14.5(5).....A fee-payer may request a full or partial waiver of the amount of the impact fee for a particular development based on the results of an independent study of the demand on capital facility capacity and related costs attributable to that development. In support of such request, the fee-payer shall prepare and submit to the Planning Board an independent fee calculation or other relevant study and supporting documentation of the capital facility impact of the proposed development. The independent calculation or study shall set forth the specific reasons for departing from the methodologies and schedules adopted by the town. The Planning Board shall review such study and render its decision. All costs incurred by the town for the review of such study, including consultant and counsel fees, shall be paid by the fee-payer.

14.6 ...Payment of Impact Fees

14.6(1).....No permit shall be issued for new development as defined in this Article until the impact fee has been assessed by the Building Inspector. The Building Inspector shall not issue a certificate of occupancy for the development on which the fee is assessed until the impact fee has been paid in full, or the impact fee has been waived in full by the Planning Board pursuant to the provisions of Subsection F. The Planning Board may accept as payment prior to issuance of a building permit an irrevocable letter of credit or other acceptable payment guarantee.

14.6(2).....Where off-site capital improvements have been constructed, or where such improvements will be constructed simultaneously with new development, and where the town has appropriated necessary funds to cover such portions of the work for which it will be responsible, the Building Inspector may collect the impact fee for such capital facilities at the time a building permit or a permit to connect to the public water or public wastewater system is issued.

14.7 ...Appeals from this Article

14.7(1).....A party aggrieved by a decision made by the Building Inspector pursuant to the assessment or collection of impact fees authorized by this Article may appeal such decision to the Zoning Board of Adjustment as provided by RSA 676:5, as amended.

14.7(2).....The decision of the Zoning Board of Adjustment may be appealed to the Strafford County Superior Court as provided by RSA 677:2-14.

14.7(3).....A party aggrieved by a decision of the Planning Board under this Article may appeal such decision to the Strafford County Superior Court as provided by RSA 676:5, III and RSA 677:15, as amended.

14.8 ...Administration of Funds Collected

14.8(1).....All funds collected shall be properly identified and promptly transferred for deposit into separate impact fee accounts for each type of public capital facility for which impact fees are assessed. Each impact fee account shall be a non-lapsing special revenue fund account and under no circumstances shall such revenues accrue in the General Fund. The Town Treasurer shall have custody of all accounts, and shall pay out same upon approved vouchers through the accounts payable system.

- 14.8(2).....The Treasurer shall record all fees paid by date of payment, name of the person making payment, and tax map and lot reference number, and shall maintain an updated record of the current ownership and tax map and lot reference number of properties for which fees have been paid under this Article for each permit so affected for a period of at least nine (9) years from the date of receipt of the impact fee payment associated with the issuance of each permit.
- 14.8(3).....Impact fees collected may be spent from time to time by order of the Board of Selectmen and shall be used solely for the reimbursement of the Town of Barrington School District in the case of school impact fees, for the cost of the public capital improvements for which they were collected, or to recoup the cost of capital improvements made by the town or the Barrington School District in anticipation of the needs for which the impact fee was collected.
- 14.8(4).....In the event that bonds or similar debt instruments have been or will be issued by the Town of Barrington or the Barrington School District for the funding of capacity-related improvements, impact fees from the appropriate related capital facility impact fee accounts may be applied to pay debt service on such bonds or similar debt instruments.
- 14.8(5).....At the end of each fiscal year, the Treasurer shall make a report to the Board of Selectmen and Planning Board, giving a particular account of all impact fee transactions during the year.

14.9 ... Use of Funds

- 14.9(1).....Funds withdrawn from the capital facility impact fee accounts shall be used solely for the purpose of acquiring, constructing, equipping, or making improvements to public capital facilities to increase their capacity, or to recoup the cost of such capacity improvements.
- 14.9(2).....Effective upon passage of this Article, the annual updates of the Barrington Capital Improvement program shall contain a procedure for assigning funds, including any accrued interest, from all of the public capital facility accounts to specific capital improvement projects, related expenditures or debt service.
- 14.9(3).....Impact fee monies, including any accrued interest, that are not assigned in any fiscal period shall be retained within the same public capital facilities impact fee account until the next fiscal period except where a refund is due.
- 14.9(4).....Funds may be used to provide refunds consistent with the provisions of this Article.

14.10 .Refund of Fees Paid

- 14.10(1).....The current owner of record of property for which an impact fee has been paid shall be entitled to a refund of that fee, plus accrued interest where:

- 14.10(1)(a)**The impact fee has not been encumbered or legally bound to be spent for the purpose for which it was collected within a period of six (6) years from the date of the full and final payment of the fee. If any capital improvement or capital improvement program for which an impact fee is collected has been commenced either to, or within six years from the date of final collection of an impact fee, that impact fee payment shall be deemed to be encumbered and legally bound to be spent for said capital improvement or capital improvement program and shall not be refunded, even if it is not fully expended within the six year period; or
- 14.10(1)(b)**Whenever the impact fee calculation has been predicted upon the town, or in the case of school impact fees the Barrington School District, bearing some share of the cost of the capital improvement and the town, or in the case of school impact fees the Barrington School District, within the period of (6) years from the date of the full and final payment of such fee, has failed to appropriate any of its share of related capital improvement costs.
- 14.10(2)**.....The Board of Selectmen shall provide all owners of record who are due a refund, written notice of the amount due, including accrued interest, if any, and shall promptly cause said refund to be made.

14.11 .Additional Assessments

Payment of the impact fee under this Article does not restrict the town or the Planning Board from requiring other payments from the fee-payer, including such payments relating to the cost of the extension of water and sewer mains or the construction of roads or streets or other infrastructure and public capital facilities specifically benefiting the development as required by the subdivision or site plan review regulations, as authorized under RSA 674:21, V(j), as amended.

14.12 .Scattered or Premature Development

Nothing in this Article shall be construed so as to limit the existing authority of the Barrington Planning Board to deny new proposed development that is scattered or premature, requires an excessive expenditure of public funds, or otherwise violates the Town of Barrington Zoning Ordinance, or the Barrington Planning Board Site Review Regulations or Subdivision Regulations, or which may otherwise be lawfully denied.

14.13 .Review and Change in Method of Assessment

- 14.13(1)**.....The methodologies adopted by the Planning Board for impact fee assessment and the related fee schedules, shall be reviewed periodically and amended as necessary by the Planning Board.
- 14.13(2)**.....Such review shall take place not more than five years from the initial adoption of this Article, nor more frequently than annually, except as required to correct errors or inconsistencies in the assessment formula.
- 14.13(3)**.....Any proposal for changes in the impact fee assessment methodology or the associated fee schedule shall be submitted to the Board of Selectmen for its review and comment prior to final consideration of the proposed changes by the Planning Board.

14.13(4).....The review by the Planning Board and Board of Selectmen may result in recommended changes or adjustments to the methodology and related fees based on the most recent data as may be available.

14.13(5).....No change in the methodology or in the impact fee schedules shall be adopted by the Planning Board until it shall have been the subject of a public hearing noticed in accordance with RSA 675:7.

ARTICLE 15 ZONING ADMINISTRATION

15.1 ...Zoning Board of Adjustment

There shall be a Zoning Board of Adjustment (ZBA) consisting of five (5) members who are residents of the town and appointed by the Board of Selectmen. The Selectmen may also appoint up to three (3) alternate members of the ZBA. Members and alternates in office on the effective date of this section shall continue in office. If for any reason a member of the ZBA vacates his/her position such vacancy shall be filled for the remainder of the unexpired term by appointment of the Selectmen. Members and alternates shall be removable, after a public hearing, for inefficiency, neglect of duty or malfeasance in office upon vote of the Board of Selectmen, which shall make written findings of fact and cause the same to be filed with the Town Clerk.

15.1.1.....Meetings

Meetings of the Board shall be held at least once a month and at such other times as the Board may determine, or upon call of the chairman. All meetings shall be open to the public. The board shall adopt its own rules of procedure after a public hearing duly advertised in a local news source, and shall keep a record of its proceedings, showing the vote of each member on each question or if absent or failing to vote, and shall keep records of its examinations and other official actions. Every rule or regulation, every amendment or repeal thereof and every order, requirement, decision or determination of the board shall immediately be filed in the office of the Zoning Administrator and become a public record. The Board shall file with the Town Clerk, for distribution as necessary, a complete record of the minutes of their meetings and public hearings. Included in the minutes shall be the reasons for the granting or denying of a request for a variance or special exception, together with the vote of each member on each item on the agenda.

15.1.2.....Powers and Duties

The ZBA shall have the following powers and duties:

- 15.1.2(1).....**To hear and decide appeals where it is alleged that there is error in any order, requirement, decision or determination made by an Administrative Officer in the enforcement of this Ordinance except for sections that provide for the appeal, administration, or enforcement by another person or board as designated within that section.
- 15.1.2(2).....**To hear and decide special exceptions to the terms of this Ordinance upon which the Board is required to pass under this article. In granting a special exception the Board shall apply the standards set forth in Section 15.2 of this Ordinance, unless otherwise provided herein.
- 15.1.2(3).....**To authorize, upon appeal in specific cases, such variances from the terms of this article as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this article will result in unnecessary hardship, and so that the spirit of this article shall be observed and substantial justice done.

15.2 ...Requirements for Granting Special Exceptions

15.2.1.....Standards

The ZBA shall apply the following standards when considering the granting of a special exception.

- 15.2.1(1).....No detriment to property values in the vicinity of the proposed development will result on account of: the location or scale of buildings, structures, parking areas, or other access ways; the emission of odors, smoke, gas, dust, noise, glare, heat, vibration, or other pollutants; or unsightly outdoor storage of equipment, vehicles, or other materials.
- 15.2.1(2).....No hazard will be caused to the public or adjacent property on account of potential fire, explosion, or release of toxic materials.
- 15.2.1(3).....No creation of a traffic safety hazard or substantial traffic congestion will result in the vicinity of the proposed development.
- 15.2.1(4).....No excessive demand on municipal services and facilities, including, but not limited to waste disposal, police and fire protection, and schools.
- 15.2.1(5).....The proposed use will not result in the degradation of existing surface and groundwater quality standards, nor will it have adverse effects on the natural functions of wetlands on the site that would result in the loss of significant habitat or flood control protection.

15.2.2.....More Stringent Standards

In addition to the guiding principles specified above, the ZBA may condition the granting of a special exception upon more stringent standards if the Board determines that such conditions are necessary to protect the health and welfare of the town and its residents. Such conditions may include the following:

- 15.2.2(1).....Front, side, or rear yards in excess of the minimum requirements of this Ordinance.
- 15.2.2(2).....Screening of the premises from the street or adjacent property by walls, fences, or other devices.
- 15.2.2(3).....Limitations on the size of buildings and other structures more stringent than minimum or maximum requirements of this Ordinance.
- 15.2.2(4).....Limitations on the number of occupants and methods and times of operation.
- 15.2.2(5).....Regulation of the design and location of access drives, sidewalks, and other traffic features.
- 15.2.2(6).....Location and amount of parking and loading spaces in excess of existing standards.
- 15.2.2(7).....Regulation of the number, size, and lighting of signs in excess of existing standards.

15.2.3.....Criteria for Granting Variances

In accordance with state statute, the Zoning Board of Adjustment is authorized to grant variances from the terms of this Ordinance if the request for said variance conforms to the provisions specified in Subsection 15.1.2 Paragraph 3) above. In addition to these provisions the Board shall also be guided by the following specific criteria in determining whether the granting of a variance is appropriate under the terms of this Ordinance.

- 15.2.3(1).....The Zoning Board of Adjustment shall, when considering a request for a variance, make findings of fact that consider the following factors.

- 15.2.3(1)(a)Special conditions exist such that literal enforcement of the Ordinance will result in unnecessary hardship to the applicant as defined under applicable law.
- 15.2.3(1)(b)Granting the variance would be consistent with the spirit of the Ordinance.
- 15.2.3(1)(c)Granting the variance will not result in diminution of surrounding property values.
- 15.2.3(1)(d)Granting of the variance would do substantial justice.
- 15.2.3(1)(e)Granting of the variance would not be contrary to the public interest.
- 15.2.3(2)For purposes of this subparagraph, "unnecessary hardship" means that, owing to special conditions of the property that distinguish it from other properties in the area:
 - 15.2.3(2)(a)No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property; and
 - 15.2.3(2)(b)The proposed use is a reasonable one.
- 15.2.3(3)If the criteria in subparagraphs 15.2.3(2)(a) and 15.2.3(2)(b) are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.
- 15.2.3(4)The definition of "unnecessary hardship" set forth in paragraph 15.2.3(2) shall apply whether the provision of the ordinance from which a variance is sought is a restriction on use, a dimensional or other limitation on a permitted use, or any other requirement of the ordinance.

15.3 ...Administration and Enforcement

15.3.1.....Zoning Administrator

- 15.3.1(1)This Ordinance shall be administered by a Zoning Administrator, appointed by the Selectmen for such a term, or for an indefinite term, as the Selectmen may **decide**.
- 15.3.1(1)(a)The Zoning Administrator may not be a member of the Planning Board, the Zoning Board of Adjustment, the Conservation Commission or any other local land use board.
- 15.3.1(1)(b)All plans for the use or development of land shall be referred to the Zoning Administrator.
- 15.3.1(2)The Zoning Administrator shall determine in the first instance, in so far as practical, whether or not the proposed use or development complies with the Zoning Ordinance.
- 15.3.1(3)The Zoning Administrator shall also address other issues regarding the Zoning Ordinance as may be put to the Zoning Administrator from time to time.
- 15.3.1(4)The decisions of the Zoning Administrator may be appealed to the Zoning Board of Adjustment.

15.3.2.....Enforcement of the Zoning Ordinance

The Selectmen shall have the authority to enforce the provisions of this Zoning Ordinance. The Selectmen may delegate such authority to a Code Enforcement Officer. The Code Enforcement Officer may also serve as the Building Inspector, the Zoning Administrator or other like officer, but the Code Enforcement Officer may not

be a member of any local land use board. This Ordinance may be enforced through all statutory or other lawful means.

15.4 ... Building Permit and Certificate of Occupancy

15.4.1.....Building Permit Required

No building or structure that is regulated by the building code shall be constructed, reconstructed, altered, or relocated; nor shall the use of any building or structure be substantially changed; nor shall any excavation be commenced under the provisions of this Ordinance without a duly authorized building permit issued by the Building Inspector. Said permit shall be issued only if it is determined that the proposed construction is in compliance with all applicable town and state codes and regulations which have been adopted for the purpose of regulating such activities.

15.4.2.....Certificate of Occupancy Required

No person shall use or permit the use of any building, structure or premises or part thereof, hereafter erected, relocated, altered, repaired, converted or extended until a certificate of occupancy is issued by the Building Inspector. The purpose of a certificate of occupancy is to give the Building Inspector a mechanism by which he/she can verify conformance with provisions of this Ordinance, the building permit and other requisite approvals related thereto. Application for a certificate of occupancy shall be made on standard forms provided by the Building Inspector. Application shall be required at such time as when the applicant has complied with the provisions of this Ordinance, the building permit and/or any other requisite town or state approval related thereto.

15.5.....Violations and Penalties

Any person who violates any provisions of this Ordinance, or any provision or specification of any decision issued by any local administrator or land use board acting in an authorized manner, shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person, and shall be subject to a civil penalty not to exceed two hundred and seventy-five dollars (\$275) for the first offense and five hundred and fifty dollars (\$550) for subsequent offenses for each day that such violation is found to continue after the conviction date or after the date on which the violator receives written notice from the town that the violator is in violation, whichever is earlier.

ARTICLE 16 PLANNED UNIT DEVELOPMENT (PUD)

16.1 ...Purpose

A Planned Unit Development (PUD) is intended to offer an alternative approach to site design that reflects historic settlement patterns and town planning concepts such as narrow and interconnected streets, reduced front and side setbacks, and a street layout that is pedestrian-oriented within a “neighborhood” environment. The PUD standards and procedures set forth in this Article, as well as the additional requirements contained in the Site Plan Review and Subdivision Regulations, are intended to allow for flexibility in plan review by the Planning Board by establishing a series of performance standards that facilitate high quality design and encourage a mix of land uses. These standards are also intended to offer use and development intensity incentives to developers in exchange for the provision of land and/or facilities for civic uses and open space, as provided for under State Statute 674:21, Innovative Land Use Controls.

The core principles and objectives of the PUD that are outlined below should be used by applicants to guide the design of their development proposals since these concepts will provide the overarching framework used by the Planning Board in evaluating the suitability of said proposals within the context of these regulations.

16.1.1.....Compact Development and Human-Scale Design

The layout and design of a PUD should foster effective interaction between people and the proposed land uses, as well as allowing the development to be serviced efficiently by required infrastructure systems. In order to achieve these objectives a PUD must have moderately high density of development at a scale that makes the pedestrian feel comfortable.

16.1.2.....Mix of Uses

A PUD typically provided a mix of commercial, civic, and residential structures or uses, all of which are fully integrated with open spaces that are suitably placed throughout the development and assessable to the general public

16.1.3.....Accessibility and Transportation

Within the PUD, ease of pedestrian movement is very important as is integration into the adjoining public transportation network. This objective should be accomplished by creating a system of relatively narrow, interconnected streets with sidewalks, bikeways, and transit access potential. This system should offer multiple routes for motorists, pedestrians, and bicyclists and provide connections to existing roadways as well as potential future developments.

16.1.4.....Cultural and Environmental Context

A PUD should distinguish the town center from the rural countryside in Barrington by complimenting and building upon the historical architecture and development patterns that exist in the Town Center Zoning District, as prescribed in the Site Plan Review Regulations. Developments should retain existing buildings with historical or architectural features that enhance the visual character of the community and incorporate significant environmental features into the overall project design.

16.2 ...PUD Permitted

Planned Unit Developments (PUD) are permitted in the TC zoning district. A PUD may also be permitted in the Village District (VD) if the parcel proposed for such use is contiguous to the TC zoning district boundary, or to an existing PUD development, and a Conditional Use Permit is obtained from the Planning Board in accordance with Section 3.4 of this ordinance.

16.3 ...Density and Dimensional Standards

16.3.1.....Minimum Tract Size

The minimum tract size for a PUD in the Town Center (TC) and Village (V) zoning districts shall be ten (10) acres.

16.3.2.....Minimum Lot Size/Lot Area

16.3.2(1).....Non-Residential Uses – The minimum lot size for all non-residential uses in a PUD shall be 10,000 sq. ft. In instances where multiple primary buildings are combined on a single lot (for example, a retail store, business or professional office building, and restaurant), the minimum lot size (lot area) shall be increased in accordance with NHDES regulations to accommodate wastewater loading capacity of the site, with regard to on-site septic and/or water supply systems. Community wastewater and/or water supply systems, as well as other innovative or alternative technology systems, may also be employed in this district provided they comply with all state requirements and the Planning Board determines that there will be no adverse impact on water quality and public health.

16.3.2(2).....Residential Uses – The minimum lot size for all residential uses in a PUD shall be 10,000 sq. ft. However, in no instance shall the overall net density of residential units per acre of land devoted to residential uses exceed one (1) unit per 40,000 sq. ft. for single family dwellings (attached or detached) and two (2) units per 40,000 sq. ft. for multifamily units. Where on-site septic systems and/or water supplies are proposed the minimum lot area will be increased in accordance with NHDES requirements for said systems.

16.3.2(3).....The net density of residential development in a PUD shall be calculated based only on the land area devoted to residential uses which shall not exceed twenty-five percent (25%) of the total development tract (Refer to Section 16.5). Where the calculation from this formula results in a fraction of a unit, and the fraction is one-half (1/2) or greater, the number of units may be rounded up to the next larger whole number. For example, a PUD development on 10 acres may dedicate no more than 2.5 acres for residential use. Therefore, the net density would allow for construction of 3 single family homes or 5 multifamily units ($43,560 \text{ sq. ft.} \times 2.5 = 108,900 \text{ sq. ft.} / 40,000 \text{ sq. ft.} = 2.7$ single family units (round up to 3) or $43,560 \text{ sq. ft.} \times 2.5 = 108,900 \text{ sq. ft.} / 20,000 \text{ sq. ft.} = 5.4$ multifamily units (round down to 5)).

16.3.3.....Maximum Lot Coverage

The determination of maximum permitted lot coverage in a PUD, as specified in Table 2, Table of Dimensional Standards, located in Article 4, shall be calculated in the following manner. Lot coverage, which refers to all impervious surfaces, shall be calculated separately for each of the three major development components permitted in a PUD which include commercial, civic/open space, and residential, as described in Section 16.5. For example, a PUD on 10 acres may dedicate no more than 8.5 acres (85%) to non-residential uses. In accordance with Table 2 in Article 4, the maximum lot coverage for this commercial portion of this PUD would be 80% (in the TC district), or approximately 6.8 acres.

16.4 ...Design Standards

In addition to the standards provided in this Article, all PUD proposals shall comply with the requirements set forth in the Site Plan Review and Subdivision Regulations, as well as all other applicable town and state regulations.

16.5 ...Permitted and Required Uses

16.5(1).....A Planned Unit Development may consist of a mix of three distinct components: a residential component, a commercial component, and civic uses combined with open space component.

16.5(1)(a)The commercial component and civic center/open space component are required as part of all PUD development proposals.

16.5(1)(b)The residential component is included in a PUD proposal at the developer's discretion. 16.5(2) All three of these land use components may be integrated with one another (i.e. civic uses may adjoin commercial or residential uses and need not be on separate tracts of land) however, the percentage of the total tract devoted to each use must comply with the standards noted below.

16.5.1.....Civic Center/Open Space Requirements

If a PUD is being developed with a commercial component only (i.e. the PUD will not include a residential component) the portion of the site set aside for civic and/or open space shall be a minimum of fifteen percent (15%) of the total development tract. However, if a PUD is being developed with both a commercial and a residential component, the portion of the site set aside for civic and/or open space shall be a minimum of twenty-five percent (25%) of the total development tract.

Said civic/open space areas may remain privately owned but must be accessible to the general public in a manner that is compatible with operation of other institutional, commercial and/or residential uses that may also be developed on the site. Said conditions for public use shall be approved by the Planning Board as part of the Site Plan Review process. If the civic/open space portion of a PUD is deemed suitable for development of a municipally-operated facility, such as a library, school, park, etc., the developer and the town may negotiate the use of said property based on terms that are acceptable to both parties, and subject to all legal requirements for acceptance by the town. In addition, the developer and the Planning Board shall mutually agree upon the placement and or siting of said civic or open space uses as part of the Site Plan Review process. The civic/open space component may be developed with any of the following uses.

- 16.5.1(1).....Municipal offices, fire stations, libraries, museums, community meeting facilities, post offices
- 16.5.1(2).....Educational facilities
- 16.5.1(3).....Central square or common
- 16.5.1(4).....Neighborhood park
- 16.5.1(5).....Playground
- 16.5.1(6).....Open, undeveloped land
- 16.5.1(7).....Outdoor entertainment facility
- 16.5.1(8).....Skating area
- 16.5.1(9).....Recreational uses
- 16.5.1(10).....Pedestrian/cycling corridors
- 16.5.1(11).....Transit Shelters
- 16.5.1(12).....Other uses determined by the Planning Board to be in the public interest

16.5.2.....Commercial Component Requirements

The commercial component must account for at least fifty percent (50%) of the total development tract but may encompass as much as eighty-five percent (85%) of the total tract. The commercial component may be composed of a mix of commercial activities, and /or Mixed Use Structures. Any non-residential use (e.g. commercial, industrial, agricultural) permitted in the TC and V zoning districts, as noted in the Table of Permitted Uses (Table 1) in Article 18, may be included in the commercial component of a PUD.

16.5.3.....Residential Component Requirements

The residential component of a PUD shall not exceed twenty-five percent (25%) of the total development tract. Residential uses may be integrated amongst the community center structures (commercial, civic, open space) as long as the total land area devoted to such uses does not exceed 25% of the total development acreage. To the extent possible, residential structures should be located within close proximity to commercial and/or civic open space uses in order to create a walkable neighborhood for pedestrians. The following residential uses are permitted in a PUD.

- 16.5.3(1).....Single family detached dwellings
- 16.5.3(2).....Single family attached dwellings
- 16.5.3(3).....Duplexes
- 16.5.3(4).....Multifamily structures
- 16.5.3(5).....Senior housing
- 16.5.3(6).....Residential dwelling units located above first floor commercial space

ARTICLE 17 WORKFORCE HOUSING

17.1 ...Purpose

The purpose of this Article is to encourage and provide reasonable and realistic opportunities the development of workforce housing within Barrington. This Article addresses the objective for related to regional cooperative efforts that promote the construction of housing for low income and elderly families and individuals as set forth in the Barrington Strategic Master Plan. Additionally, in implementing this Article Barrington has considered the region’s affordable housing need as defined in the Strafford Regional Planning Commission 2004 Housing Needs Assessment, as may be amended.

17.2 ...Authority

This article is adopted pursuant to RSA 674:58 -:61 and RSA 674:21 and is intended as a “Workforce Housing” provision.

17.3 ...Applicability

17.3.1.....Districts

Workforce Housing is permitted as a conditional use in the following zoning districts so long as the conditions set forth in Sections 17.5 through 17.7 are met.

17.3.1(1).....Neighborhood Residential

17.3.1(2).....Village

17.3.1(3).....General Residential

17.3.2.....Permitted Uses

Single-family, duplex, and multi-family work force housing, for either for sale or rental, is permitted in the zoning districts identified in Subsection 17.3.1 irrespective of whether the specified residential use is permitted in the underlying zoning district.

17.3.3.....Statement of Intent

Any person applying under this Article must provide a written statement of intent to the Planning Board as required under RSA 674:60, evoking the provisions of RSA 674:58 et. seq. The failure to file such a statement shall constitute a waiver of the applicant’s rights under RSA 674:61, but shall not preclude an appeal under other applicable laws. Additionally, the applicant shall not be entitled to a judgment on appeal that allows construction of the proposed development or otherwise permits the proposed workforce housing development to proceed.

17.3.4.....Conditional Approval

Any person receiving an approval subject to conditions or restrictions under this Article shall receive written notification of such conditions and restrictions and shall have an opportunity to establish the cost of complying with the conditions and restrictions and the effect of compliance on the economic viability of the proposed development. The notice constitutes a conditional approval solely for the purpose of complying with the requirements of RSA 676:4, I(c)(1), and shall not constitute a final decision for any other purpose, including the commencement of any applicable appeal period.

17.3.5.....Notice of Approval

Upon receiving written notice of conditions and restrictions under Subsection 17.3.4, the applicant may submit evidence to establish the cost of complying with the conditions and restrictions and the effect on economic viability within the period directed, which shall not be less than 30 days.

17.3.5(1).....Upon receipt of such evidence from the applicant, the applicant shall be allowed to review the evidence at the next meeting for which 10 days notice can be given and shall be provided with written notice of the meeting at least 10 days in advance. At such meeting evidence from other sources may be received and considered.

17.3.5(2).....After such meeting, any or all conditions or restrictions may be affirmed, altered, or rescinded.

17.3.5(3).....Subject to paragraph 17.3.5(4) a final decision on the application shall not be issued prior to such meeting, unless the applicant fails to submit the required evidence within the period designated by written notice, in which case a final decision may be issued at any time after the expiration of the period in Subsection 17.3.5.

17.3.5(4).....If an applicant provides written notification at any time that the applicant accepts the conditions and restrictions of approval, a final decision may be issued at any time without further action under Subsection 17.3.5.

17.4 ...Reserved

17.5 ... Workforce Housing Incentives

17.5(1).....A site plan or subdivision plan which guarantees that at least 20 percent of the total number of units proposed within the development (including all units allowed by density bonuses), shall be reserved as permanent workforce housing units, may be approved with an increase in the density of the site and a reduction of the minimum site frontage. The planning board may allow a reduction of the minimum lot size to accommodate the increased site density.

17.6. ..General Requirements of Workforce Housing Units

17.6(1).....The affordable units shall be constructed in a manner that is harmonious in appearance with the market rate dwelling units in the proposed development and adjacent neighborhoods and natural surroundings.

17.6(2).....The affordable units should be interspersed throughout the overall development, when workforce housing and market rate dwelling units are being constructed within the same development.

17.6(3).....The application shall comply with all site plan and/or subdivision regulations that apply, other than those waived hereunder.

17.6(4).....When a workforce housing development shall consist of both workforce housing dwelling units and market rate dwelling units, the workforce housing dwelling units shall be made available for occupancy on approximately the same schedule as the development’s market rate dwelling units, except that the certificates of occupancy for the last 10 percent of the market rate units shall be withheld until certificates of occupancy have been issued for all the workforce housing units.

17.6(5).....A schedule for the phasing of the construction of the total number of units in a project under this Article, to include a schedule setting forth the phasing of the required workforce housing units, shall be established prior to the issuance of a building permit for any workforce housing development.

17.7. ...Assurance of Continued Affordability

In order to qualify as workforce housing under this Article, the developer must make a binding commitment on behalf of him or herself and any successors-in-interest that the workforce housing units will meet the following affordability requirements for a period of not less than 30 years. The affordability requirement shall be enforced through a deed restriction; restrictive covenant; or a contractual arrangement through a local, state or federal housing authority or other non-profit housing trust or agency. The affordability commitment shall include the following:

17.7(1).....Workforce housing units shall be sold with deed restrictions and a recorded housing agreement that limit, for a period of at least 30 years, the resale value of the unit to not more than the purchase price plus two times the accumulated consumer price index. (Specify which CPI, location.)

17.7(2).....Workforce housing rental units shall limit annual rent increases to the percentage increase in the area median income, except to the extent that greater increases are made necessary by hardship or other unusual conditions. The then-owner of the rental unit must obtain authorization from the planning board prior to instituting such greater increases.

17.7(3).....Deed restrictions, restrictive covenants, and contractual arrangements related to a workforce housing development must be referenced on all plans filed with the Barrington Planning Board and recorded with the Strafford County Registry of Deeds.

17.8 ...Administration, Compliance, and Monitoring

17.8(1).....No certificate of occupancy shall be issued for a workforce housing unit until the owner has filed with the planning board confirmation of the rent or price of the workforce housing unit as documented by an executed lease or purchase and sale agreement.

17.8(2).....On-going responsibility for monitoring the compliance with resale and rental restrictions on workforce housing units shall be the responsibility of the Town's planning board.

17.8(3).....The owner of a project containing workforce housing units for rent shall prepare an annual report, due on December 1st, certifying that the gross rents of workforce housing units have been maintained in accordance this Article. Such reports shall be submitted to the Town's planning board

ARTICLE 18 DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. Some of the definitions included in this Article indicate that they are primarily intended to explain the meaning of a term related to a specific Article (e.g. “for the purposes of Floodplain Management Regulations”) within this Ordinance. However, these terms may also be applied to the entire Ordinance if no other separate or alternative definition is provided.

Abandonment The discontinuance of a use or structure for a continuous period of at least one (1) year in any Residential Zoning district, or at least two (2) years in any Nonresidential Zoning District.

Abut or Abutting Adjoining or directly across the street or a stream.

Abutter As defined by New Hampshire State statute an abutter is any person whose property is located in New Hampshire and adjoins or is directly across the street or stream from the land under consideration by the local land use board. For purposes of receiving testimony only, and not for purposes of notification, the term "abutter" shall include any person who is able to demonstrate that his/her land will be directly affected by the proposal under consideration. For purposes of receipt of notification by a municipality of a local land use board hearing, in the case of an abutting property being under a condominium or other collective form of ownership, the term abutter means the officers of the collective or association, as defined in RSA 356-B:3, XXIII. For purposes of receipt of notification by a municipality of a local land use board hearing, in the case of an abutting property being under a manufactured housing park form or ownership as defined in RSA 205-A: 1, II, the term “abutter” includes the manufactured housing park owner and the tenants who own manufactured housing that adjoins or is directly across the street or stream from the land under consideration by the local land use board.

Accessibility Ramp An adaptive feature of a residential or other structure that provides access via an inclined plane. Accessibility ramps are one of a variety of methods used to provide reasonable accommodation allowing a person or persons with a recognized physical disability to reside in or regularly use a structure.

Accessory Dwelling Unit An Accessory Dwelling Unit (ADU) is a residential living unit that is within, attached to, or detached from a single-family dwelling, and that provides independent living facilities for one or more persons, including provisions for sleeping, eating, cooking, and sanitation on the same parcel of land as the principal dwelling unit it accompanies.

Accessory Building A detached building, the use of which is customarily incidental and subordinate to that of the principal building, and that is located on the same lot as that occupied by the principal building.

Accessory Use A structure or use that is subordinate in purpose to the principal use; contributes to the comfort, convenience, or necessity of the principal use; and, is located on the same lot as the principal use.

Active and Substantial Development or Building Shall mean the expenditure of at least twenty-five percent (25%) of the infrastructure costs required for a development proposal, as indicated by a subdivision or site plan approved by the Planning Board, within twenty four (24) months of said approval, where the approved plans have been properly recorded at the Registry of Deeds. Infrastructure shall mean in this instance, the construction of roads, storm drains, water and sewer facilities, or parking lots. Compliance with this definition shall also necessitate that a bond or other security to cover the costs of said infrastructure requirements has been

posted with the town prior to the beginning of construction, if required as a condition for subdivision or site plan approval.

Active Open Space Any park and recreational facility that is not dependent upon a specific environmental or natural resource, which is developed with recreation and support facilities that can be provided anywhere for the convenience of the user.

Affordable Housing Housing with combined rental and utility costs or combined mortgage loan debt services, property taxes, and required insurance that do not exceed 30 percent of a household's gross annual income. (Income: As defined as "Annual Income" by 24 CFR Part 5, Subpart F, and as amended from time to time.)

Agricultural Use A parcel that is used for the production and storage of farm crops such as vegetables, fruit trees, grain, as well as open air farmers markets, and which applies best management practices to said activities. It shall also include animal and poultry husbandry but not the slaughtering or processing of animals or animal byproducts.

Agricultural Use, Commercial Keeping of Farm Animals The keeping of domestic farm animals i.e. chickens, ducks, rabbits and other similar animals at a rate greater than 1 per 5000 sq. ft. of lot area, or for financial gain. The keeping of horses, cows, pigs, sheep and similar animals at a rate higher than 1 per 40,000 sq. ft. of lot area.

Alley A minor right-of-way not intended to provide the primary means of access to the abutting lots, which is used for vehicular service access to the back or sides of properties otherwise abutting on a public street.

Alteration Any change or rearrangement in structural parts or exit facilities; or an enlargement, whether by extending on a side or by increasing in height.

Antenna Any structure or device used for the purpose of collecting or transmitting electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.

Application for Development Approval Any application for approval of a building permit, certificate of occupancy, rezoning, conditional use permit, variance, special exception, subdivision plat, site plan, or any other permit or decision required by this Ordinance.

Aquifer A geologic formation composed of significant amounts of potentially recoverable water.

Area of Special Flood Hazard (for purposes of Floodplain Management Regulations) The land in the floodplain within the Town of Barrington subject to a one percent or greater possibility of flooding in any given year. The area is designated on the FIRM as Zone A.

Art Gallery A public or private facility that is operated as a repository or a collection of works of individual art pieces not mass produced consisting of one (1) or more of the following: paintings, drawings, etchings or sculptures; may include the sale of related objects and services.

Assisted Living Facility A facility with individual living units where medical and social support services are provided on the basis of an individual plan of care and which provided other common support services (as defined in RSA 151E:2)

Attached Building A building having any portion connected by a common roof.

Automated Banking Facility (ATM) An automated device, which is operated by the customer that, performs banking or financial transactions.

Awning A shelter of canvas, metal or similar material extending over a doorway or window to provide shelter from natural elements.

Back Lot Back lot, also known by the term Flag Lot, a parcel of land which does not meet minimum frontage requirements, is set back from the street where access is provided by means of a narrow, private right-of-way or driveway.

Bank A financial institution that is open to the public and engaged in deposit banking, and that performs closely related functions such as making loans, investments, and fiduciary activities. Walk-in and drive-through services to consumers are generally provided on site. In some zoning districts, drive-through services may be restricted or prohibited.

Base Flood (For purposes of Floodplain Management Regulations) The flood having a one percent possibility of being equaled or exceeded in any given year.

Basement That portion of a building that is partly or completely below grade.

Basement (For purposes of Floodplain Management Regulations) Any area of a building having its floor subgrade on all sides.

Bed and Breakfast A lodging business, generally located in a single-family home, that offers rooms and/or detached guest houses for rent on a temporary basis, which may also provide meals to said lodgers in a communal setting.

Best Management Practices (BMPs) The combination of conservation measures, structures, or management practices that reduces or avoids adverse impacts of development to the land, water, or air. When referring to forestry, Best Management Practices (BMPs) are defined in a publication entitled Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire prepared by the NH Department of Resources and Economic Development. Another source of technical information and standards used for performance guidance is Stormwater Management and Erosion and Sediment Control for Urban and Developing Areas in New Hampshire, NHDES and RCCD, 1992, as amended.

Body Piercing Studio An establishment that offers as a service to the public the creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

Bog A wetland area distinguished by peat deposit, poor drainage and/or highly acidic soil and/or water conditions.

Buffer An area of land separating distinct zoning districts or land uses that acts to soften or mitigate the effects of one land use on the other. The term greenbelt refers to a specific type of buffer area.

Building A combination of any materials, whether portable or fixed, having a roof, to form a structure for the shelter of persons, animals or property.

Building Area The aggregate of the maximum horizontal cross-section area of all buildings on a lot exclusive of cornices, eaves, gutters, chimneys, unenclosed porches, bay windows, balconies and terraces, expressed as a percentage of total lot area.

Building Envelope The area of a newly created subdivided lot eligible for the placement of dwelling units or other structures.

Building Height Notwithstanding more stringent requirements of this chapter, the height of a building or structure shall be the vertical distance measured from the highest point of the building to the average elevation of the corners of the building at the finished grade. The highest point of the building shall be either the top of the parapet or coping of a flat-roofed building, or the ridge of a sloping roof. No occupied part of any building shall be constructed above the permitted height; however, unoccupied building features such as church spires and towers, flagpoles, antennas, chimneys, flues and vents, cooling towers, enclosures for tanks serving the roof including any vertical or sloped screen walls may extend a maximum of twenty-eight (28) feet above the permitted height of the building.

Business Offices Business offices include all types of offices, other than professional offices as defined elsewhere in this ordinance, which are defined as a room, or group of rooms used for conducting the affairs of a business, service industry, or government entity.

Business Support Services Establishments engaged in the sale, rental, or repair of office equipment, supplies, and materials, or the provision of services used by office, professional, and service establishments. Typical uses include office equipment and supply firms, small business machine or computer repair shops, convenience printing and copying establishments, or hotel equipment and supply firms.

Campground A campground or camping park means a parcel of land on which 2 or more campsites are occupied or are intended for temporary occupancy for recreational dwelling purposes only, and not for permanent year-round residency. (03/08/2011)

Camper A temporary dwelling for travel, recreation and vacation use including:

- 1) **Travel trailer:** A vehicle that is towed, identified by the manufacturer as a travel trailer, built on a chassis eight (8) feet or less wide and thirty (30) feet or less in length and designed to move on a highway;
- 2) **Pick-up coach:** A structure designed to be mounted on a truck chassis or cut-down car;
- 3) **Motor home:** A self-propelled vehicle with a dwelling constructed as an integral part of the vehicle; or
- 4) **Camping trailer:** A canvas or other foldable structure built on a chassis with wheels and designed to move on the highway.

Capacity The maximum demand that can be accommodated by a Public Facility or service without exceeding the Adopted Level of Service.

Cellar A portion of a building, partly or entirely below grade, that has more than one-half of its height measured from finished floor to finished ceiling, below the average established finished grade of the ground adjoining the building. A cellar is not deemed a story. See also Basement.

Certificate of Occupancy A statement signed by the Administrative Officer, setting forth either that a building or structure complies with this Chapter or that a building, structure or parcel of land may lawfully be employed for specified uses, or both.

Child Day Care Agency Means any person, corporation, partnership, voluntary association or other organization, either established for profit or otherwise, which regularly receives for child day care one or more children, unrelated to the operator or staff of the agency. The total number of hours in which a child may remain in child day care shall not exceed 13 hours per day, except in emergencies. The types of child day care agencies are defined as follows:

(a) "Family day care home" means an occupied residence in which child day care is provided for less than 24 hours per day, except in emergencies, for up to 6 children from one or more unrelated families. The 6 children shall include any foster children residing in the home and all children who are related to the caregiver except children who are 10 years of age or older. In addition to the 6 children, up to 3 children attending a full day school program may also be cared for up to 5 hours per day on school days and all day during school holidays.

(b) "Family group day care home" means an occupied residence in which child day care is provided for less than 24 hours per day, except in emergencies, for 7 to 12 children from one or more unrelated families. The 12 children shall include all children related to the caregiver and any foster children residing in the home, except children who are 10 years of age or older. In addition to the 12 children, up to 5 children attending a full day school program may also be cared for up to 5 hours per day on school days and all day during school holidays.

(c) "Group child day care center" means a child day care agency in which child day care is provided for preschool children and up to 5 school-age children, whether or not the service is known as day nursery, nursery school, kindergarten, cooperative, child development center, day care center, center for the developmentally disabled, progressive school, Montessori school, or by any other name.

(d) "Day care nursery" means a child day care agency in which child day care is provided for any part of a day, for 5 or more children under the age of 3 years.

(e) "Night care agency" means a center or family home in which child day care is provided during the evening and night hours. A child day care agency may be licensed for day care, night care, or both.

(f) "Preschool program" means a child day care agency providing care and a structured program for children 3 years of age and older who are not attending a full day school program. The total amount of hours a child may be enrolled in a preschool program shall not exceed 5 hours per day.

(g) "School-age program" means a child day care agency providing child day care for up to 5 hours per school day, before or after, or before and after, regular school hours, and all day during school holidays and vacations, and which is not licensed under RSA 149, for 6 or more children who are 4 years and 8 months of age or older. The number of children shall include all children present during the period of the program, including those children related to the caregiver.

(h) "Dual licensure" means the issuance of 2 licenses by the department of health and human services to operate both a child day care agency and a family foster care agency, as provided by RSA 170-E:8, II. (03/08/2011)

Cluster Subdivision See "Conservation Subdivision."

Collector Street A street that collects traffic from local roads and channels it into the arterial system, and provides land access and traffic circulation within residential neighborhoods, commercial and industrial area.

Co-location Locating additional antennas on an existing communications tower or other site where one or more antennas are already present.

Commercial Recreation Facility A privately owned and/or operated land use, provided for gain or profit, either indoors or outdoors, where the main purpose is to provide the public with recreation. Examples of such facilities include skating rinks, water slides, gymnasiums, sports fields, miniature golf, driving ranges, swimming pools, race tracks, and stadiums. (03/08/2011)

Commercial Wireless Telecommunication Services Licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

Common Open Space Active or passive open space specifically reserved for common use and enjoyment by a Homeowner's Association, and restricted only for such recreational and conservation uses as tot lot, park, playground, playfield, swimming, golf course and conservation area.

Common Ownership Ownership by the same person, corporation, firm, entity, partnership, or unincorporated association; or ownership by different corporations, firms, partnerships, entities, or unincorporated associations, in which a stockbroker, partner, or associate, or a member of his family owns an interest in each corporation, firm, partnership, entity, or unincorporated association.

Communications Tower Any ground or roof mounted pole, spire, structure, or combination thereof higher than fifty (50) feet free standing or twenty (20) feet from the tower's point of contact with a roof or water tank, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.

Communications Tower, Multi-User A tower to which is attached the antennas of more than one (1) commercial wireless telecommunication service provider or governmental entity.

Communications Tower, Single-User A tower to which is attached only the antennas of a single user, although the tower may be designed to accommodate the antennas of multiple users as required in this Ordinance.

Community Water Supply System Means a community water system as defined in RSA 485:1-a, I, as amended, namely "a public water system which serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents."

Conference Center A facility that provides meeting halls, trade centers, merchandise marts, or convention centers for training and other gatherings for large numbers of people for similar functions; may be developed separately or in combination with another permitted use.

Congregate Care Facility means a residential facility for elderly persons containing individual, one (1) and two (2) bedroom units. Each unit may also have a kitchenette. The facility shall contain common dining facilities and amenities such as housekeeping, transportation and organized social and recreational activities, and may include medical services on site. The facility is intended for and solely occupied by persons sixty-two (62) years of age or older and thereby qualifies as "housing for older persons" under state law.

Conservation Easement As prescribed in New Hampshire RSA 79-B:2 a Conservation Easement means a permanent restriction of open space land by deed granted in perpetuity, and further, as defined by RSA 477:45, I, to a federal, state, county, local or other government body, or to a charitable, educational, or other nonprofit corporation established for the purposes of natural resource conservation and as further defined in RSA 79-B:2, X." RSA 477:45 provides: "I. A conservation restriction shall mean a right to prohibit or require, a limitation upon, or an obligation to perform, acts on or with respect to, or uses of, a land or water area, whether stated in the form of a restriction, easement, covenant or condition, in any deed, will, or other instrument executed by or on behalf of the owner of the area or in any order of taking, which right, limitation, or obligation is appropriate to retaining or maintaining such land or water area, including improvements thereon, predominantly in its natural, scenic, or open condition, or in agricultural, farming, open space or forest use, or in any other use or condition consistent with the protection of environmental quality. II. A preservation restriction shall mean a right to prohibit or require, a limitation upon, or an obligation to perform, acts on or with respect to, or uses of, a structure or site historically significant for its architecture, archaeology or associations, whether stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the structure or site or in any order of taking, which right, limitation or obligation is appropriate to the preservation or restoration of such structure or site. III. "Agricultural preservation restriction means the restraint placed on the development rights of agricultural land whether stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land which is appropriate to retaining land or water areas predominantly in their agricultural use, to prohibit or limit construction or placement of buildings except those used for agricultural purposes or for dwellings used for family living by the land owner, his immediate family or employees; excavation, dredging or removal of loam, sod, peat, gravel, soil, rock or other mineral substance in such a manner as to adversely affect the land's future agricultural potential; or other acts or uses detrimental to such retention of the land for agricultural use."

Conservation Subdivision A subdivision wherein single-family dwellings are laid out on lots of reduced dimensions, or in clustered groupings, in order to preserve open space on the parcel, as provided for under the terms of this Ordinance.

Contiguous The term contiguous shall be construed to mean areas that form or represent a single unit of similar features or features that are touching at a common property line or other type of boundary.

Contractor Storage Yard A site upon which vehicles or equipment (such as bulldozers, front-end loaders, and backhoes) or materials used by professional contractors in construction, land clearing, landscaping, or other similar activities are stored. This includes the office used by the contractor as an accessory use. This does not include equipment for personal use or the parking of a single truck. Land upon which any of the above items are temporarily stored on-site during the course of an active construction project is not considered a contractor's storage yard.

Convenience Store with Gas Pumps Any retail establishment whose principal activity is offering for sale such items, by way of illustration and not limitation, prepackaged food products, household items, newspapers and magazines, and freshly prepared foods, such as salads or sandwiches, for off-site consumption, which also offers the sale of fuels from pumps.

Corner Lot A lot at the point of intersection of, and abutting on, two (2) or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than one hundred thirty-five (135) degrees. Each street frontage shall be considered a front yard.

Day Care Nursery See Child Day Care Agency

Density The number of dwelling units within a designated land area. For purposes of this Ordinance, "density" means gross density unless otherwise provided.

Density, Gross The number of dwelling units divided by the total land area, stated as dwelling units per gross acre.

Density, Maximum The maximum number of permitted density units (e.g. dwelling units or building square footage) where indicated in this Ordinance, stated as Net or Gross Density unless otherwise indicated.

Density, Net The maximum number of permitted dwelling units permitted in a Conservation Subdivision based on the net developable area of a tract of land as determined by the methodology set forth in this Ordinance.

Designated Agent The person designated by the Selectmen to carry out its inspection and enforcement role with respect to this Zoning Ordinance.

Detached Building A building having open space on all sides, and that is not an attached building.

Development (for purposes of Floodplain Management Regulations) means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Development Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations. "Development" includes the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the Subdivision of land. The following activities or uses shall be considered "development," as defined herein.

- 1) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land;
- 2) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land;
- 3) Alteration of a shore or bank of a river, stream, lake, or pond;

- 4) Commencement of grading, drilling, or excavation on a parcel of land, except to obtain soil samples;
- 5) Demolition of a structure; and
- 6) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

Development, New (for purposes of Impact Fee Regulations) An activity that results in any of the following.

- 1) The creation of a new dwelling unit or units;
- 2) The conversion of a legally existing use, or additions thereto, that would result in a net increase in the number of dwelling units;
- 3) Construction of a new use that creates a net increase in the demand on public capital facilities that are the subject of impact fee assessment methodologies adopted by the Planning Board; and/or
- 4) The conversion of an existing use to another use if such change creates a net increase in the demand on public capital facilities that are the subject of impact fee assessment methodologies adopted by the Planning Board.

New development shall not include the replacement of an existing mobile home, or the reconstruction of a structure that has been destroyed by fire or natural disaster where there is no change in its size, density or type of use, and where there is no net increase in demand on the capital facilities of the Town of Barrington.

Dimensional Nonconformity A nonconforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the zoning district in which the property is located.

Disturbed Area An area where the natural vegetation has been removed exposing the underlying soil, or vegetation has been covered.

Driveway A private, vehicular access connecting a house, carport, parking area, garage, or other buildings to the street.

Duplex See Dwelling, Two-family.

Dwelling (or Dwelling Unit) One (1) or more rooms providing complete living facilities for one (1) family, including kitchen facilities or equipment for cooking or provisions for the same, and including room or rooms for living, sleeping, bathing and eating. A recreational vehicle, as defined in this Article, shall not be construed as a dwelling unit.

Dwelling, Single-Family A building or structure containing one dwelling unit. The addition of an Accessory Dwelling does not change the status of the Single Family Dwelling to a Duplex.

Dwelling, Two-Family (duplex) A detached structure designed for and occupied exclusively as the residence of not more than two (2) families, each living as an independent housekeeping unit. A Single-Family Dwelling with an Accessory Dwelling Unit is not a duplex under this Ordinance.

Elderly Assisted Care Home means a residential facility permanently housing up to (15) elderly residents with common dining facilities an Accessory Uses typically needed for elderly persons. The Planning Board may increase the number of residents through the granting of a conditional use permit.

Excavation Operation Means the use of any land area for the taking of earth materials including sand, gravel, rock, soil or construction aggregate produced by quarrying, crushing, or any other mining activity.

Fall Zone

- 1) For a Lattice Tower the fall zone is the area on the ground from the base of a ground mounted lattice tower that forms a circle with a diameter equal to one half of the height of the facility, including any antennas or other appurtenances. The fall zone is the area within which there is a potential hazard from falling debris (such as ice) or collapsing material.
- 2) For a Guyed Tower the fall zone is the minimum distance from a guyed tower to any property line, public road, dwelling, business, or recreational use shall be at a minimum, the height of the tower and antennas plus ten (10) feet.

Family Day Care Home See Child Day Care Agency

Family Group Day Care Home See Child Day Care Agency

Farm See "Agriculture Use"

Farm Animals Cattle, calves, horses, mules, swine, sheep, goats, poultry or other similar birds and animals. It does not include house pets such as dogs, cats, or other similar animals.

Feepayer (for purposes of Impact Fee Regulations) The applicant for the issuance of a permit that would create new development as defined in this Article.

Fence This word shall be given its common meaning, except that it shall not apply to temporary snow fences or to wire agricultural fences.

Flood Insurance Rate Map (FIRM) (for purposes of Floodplain Management Regulations) The official maps incorporated as part of this Ordinance, on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the Town of Barrington.

Flood Insurance Study (FIS) (for purposes of Floodplain Management Regulations) An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) and/or flood-related erosion hazards.

Flood or Flooding (for purposes of Floodplain Management Regulations) A general and temporary condition of partial or complete inundation of normally dry land areas from: the overflow of inland or tidal waters; or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Proofing Any combination of structural and non structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures and their contents.
land area, as illustrated on the town's FIRM maps, susceptible to being inundated by water from any source (see definition of "Flooding")

Floodplain or Flood Prone Area (for purposes of Floodplain Management Regulations) Any land area, as illustrated on the town's FIRM maps, susceptible to being inundated by water from any source (see definition of "Flooding")

Floodway See "Regulatory Floodway".

Floor Area Ratio (FAR) The ratio of gross building area to the lot area on which the building(s) are located. The ratio is calculated by dividing the gross area of said buildings by said lot area.

Fluvial Erosion The wearing away of riverbeds and banks by action of the water, which can be accelerated to rates harmful to life, property, and infrastructure during high flow conditions.

Fluvial Erosion Hazard Fluvial erosion hazard (FEH) refers to major stream-bed and stream-bank erosion associated with the often catastrophic physical adjustment of stream channel dimension and location that can occur during flooding.

Fraternal or Social Organization A building or land used for the activities of an association of persons for the promotion of some nonprofit common objective, such as literature, science, politics, and good fellowship (not accessory to, or operated as, or in connection with a tavern,

eating place, or other place open to the public), which meets periodically and is limited to members.

Frontage The length of a lot line abutting a Class V highway or other road upon which buildings may be built lawfully.

Functionally Dependent Use (for purposes of Floodplain Management Regulations) A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking and port facilities that are necessary for the loading/unloading of cargo or passengers, and ship building/repair facilities but does not include long term storage or related manufacturing facilities.

Garage A building or structure or a portion thereof, the principal use of which is or may be to store, house, keep, repair or service a motor vehicle or vehicles containing a flammable fluid or other propellant in its fuel storage tank. This does not include a new car salesroom.

Garage, Private A garage for housing motor vehicles only, with a capacity of not more than four (4) vehicles.

Garage, Public Any garage not included in the definition of a private garage.

Gasoline Service Station A retail establishment engaged in the sale of automotive fuel, motor oil, and/or services, that provide for the routine maintenance of automobiles. Such services may include washing, polishing, greasing, emissions testing, tire repair, wheel alignment, brake repair, muffler replacement, engine tune-up, flushing of radiators, servicing of air conditioners, and other activities of minor repair and servicing.

Glare Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness.

Grade Plane A reference plane representing the average of finished ground level adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and a point six feet from the building, or between the building and the lot line, whichever point is closer.

Gross Floor Area (for purposes of Impact Fee Regulations) The sum of the areas of all floors of main and accessory buildings on the lot as measured to the outside surfaces of the exterior walls. The gross floor area shall include basements, lobbies, and stair openings, elevator shafts and storage. The gross floor area shall exclude open wells (atriums), mechanical rooms, crawl spaces and attics without floors, attics used only for mechanical services, porches, balconies and open-sided roofed-over areas.

Gross Floor Area The sum of the gross horizontal area or the several floors of a building and its accessory buildings on the same lot, measured from the exterior faces of the walls. It does not include cellars, unenclosed porches or attics not used for human occupancy or for commercial and/or industrial use, or malls within a shopping center utilized purely for pedestrian circulation and/or decorative purposes between individual shops of the center.

Groundwater Subsurface water that occurs beneath the water table in soils and geologic formations.

Group Child Day Care Center See Child Day Care Agency

Guyed Towers A monopole or lattice tower that is secured to the ground or other surface by diagonal cables for lateral support.

Habitable Attic The habitable space between the rafters of a pitched roof and the next floor below provided that the spring point of the rafters is no higher than thirty inches (30") from the subfloor.

Habitable Space Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space and other similar areas are not considered habitable space.

Health Club A building or portion of a building designed and equipped for the conduct of exercise and related activities utilizing weight control or muscle building equipment or other apparatus for the purpose of physical fitness, along with customary ancillary activities and facilities.

Highest Adjacent Grade The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Highest Roof Plane The roof plane having the highest ridge and having highest average height (exclusive of cupolas) or the flat roof that is higher than any pitched roof.

Historic Structure (for purposes of Floodplain Management Regulations) Any structure that meets any of the following criteria.

- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior.
- 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior; or
 - (b) Directly by the Secretary of the Interior in states without approved programs.

Home Business A business conducted from an owner-occupied single-family dwelling unit that may include the use of accessory structures on the property, as specified under the provisions of this Ordinance.

Home Occupation Any use that is conducted entirely within a dwelling that is clearly incidental and secondary to the use as a dwelling, which does not change the character of said dwelling or its neighboring environment.

Home Produce Agricultural products, preserves, art works, or any other goods or products produced or substantially produced or altered entirely as a home occupation on the premises or as the result of agricultural activities on the premises, other than forestry, accessory to the principal residential use.

Homeowner Association A corporation, trust, or unincorporated association, the members of which consist of the owners of the development units or lots within a development, which owns and manages all private interior ways and the land not occupied by residential, commercial or industrial structures and lots, including facilities and structures thereon, in perpetuity. An association that individual owners share common interest in common open space and/or facilities. The association is in charge of preserving, managing and maintaining the common open space and/or facilities and will enforce certain covenants and restrictions.

Hospital An institution providing organized inpatient diagnostic and nursing care for persons suffering from acute or chronic illness, injury or deformity requiring obstetrical or other care, including both inpatient and outpatient emergency services as may be required.

Hotel One or more buildings providing temporary lodging accommodations offered to the public on a daily rate for compensation. The building or buildings have an interior hall and lobby with

access to each room from such interior hall or lobby, supervised by a person in charge at all hours. Accessory uses may include a restaurant, conference center facility, meeting rooms, health club and other customary uses.

Hydric A Soils Hydric A soils are those soils identified as Type A hydric soils or very poorly drained soils in the “High Intensity Soil Maps For New Hampshire,” as amended, as published by the Society of Soil Scientists of Northern New England.

Hydric B Soils Hydric B soils are those soils identified as Type B hydric soils or poorly drained soils in the “High Intensity Soil Maps For New Hampshire,” as amended, as published by the Society of Soil Scientists of Northern New England.

Impervious or Impervious Surface A material or surface that does not readily permit the infiltration of water. It shall include, but not be limited to, building roofs, parking and driveway areas, graveled areas, sidewalks, and paved recreation areas. It shall also mean, where appropriate, a surface through which regulated substances cannot pass when spilled.

Indirect Light Light that has been reflected or has scattered off of other surfaces.

In-House Dwelling Unit A separate dwelling unit contained within an owner-occupied single-family residence on a conforming lot and having no more than one (1) bedroom nor a floor area greater than 650 square feet.

Interior Lot A lot in which the side lot lines do not abut a street.

Junk Any worn out, cast off or discarded articles or material ready for destruction or collected or stored for salvage or conversion to some use. Any article or material that is unaltered or unchanged and, without further reconditioning can be used for its original purpose as readily as when new, shall not be considered junk.

Junk Yard As defined in NH RSA 236:112, as amended.

Jurisdictional Wetlands (3/9/2010) Those that are regulated by the US Army Corps of Engineers (Corps) under Section 404 – must exhibit all three characteristics: hydrology, hydrophytes, and hydric soils (ACOE 1987).

Kennel means any building(s) or land operated as a business for the boarding, breeding, training, or selling of dogs or cats.

Lattice Tower A type of mount with multiple legs and structural cross-bracing between the legs that is self supporting and free standing.

Level of Service Level of Service indicates the capacity per unit of demand for each public facility. It is an indicator of the extent or degree of service provided by a facility based upon and related to the operational characteristics of the facility.

Level of Service, Adopted The level of service established as an adequate public facility’s standard for subdivision and site plan approval and the capital improvements program.

Light Manufacturing By way of illustration and not limitation the manufacture of finished products or parts, including processing, fabrication, machining of metal blanks or other materials, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, provided all manufacturing activities are contained within the building and where no process involved will exceed levels or conditions as set forth in the Performance Standards of the Barrington Zoning Ordinance or other applicable codes for noise, vibration, air pollution, noxious emissions or fire hazard.

Light Trespass The shining of light produced by a luminaire beyond the boundaries of the property on which it is located.

Loading Space An off-street space used exclusively for loading and unloading of goods and materials from one (1) vehicle.

Lot An area or parcel of land, or any part thereof, that can be legally developed under the terms of this Ordinance.

Lot Depth The mean horizontal distance between a front lot line and a rear lot line.

Lot Frontage The horizontal distance measured along a front lot line between the points of intersection of the side lot lines with the front lot line.

Lot Line The lines enclosing or bounding a lot.

Lot of Record A lot that is part of a subdivision plan approved by the Barrington Planning Board, recorded in the Strafford County Registry of Deeds and exempt from subsequent zoning changes pursuant to RSA 674:39, as amended, and/or a separate and distinct parcel of land described in a deed recorded in the Strafford County Registry of Deeds prior to September 12, 1972 (the date of the initial Barrington Zoning Ordinance.)

Lot Width The horizontal distance between the side lot lines as measured at the minimum front yard depth required by this Ordinance, and parallel to the street line.

Lot Line, Front The property line dividing a lot from a street right-of-way from which vehicular access is provided to the lot.

Lot Line, Rear The lot line opposite from the front lot line.

Lot Line, Side Any lot line that is not a front or rear lot line.

Lowest Floor (for purposes of Floodplain Management Regulations) The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such an enclosure is not built so as to render the structure in violation of the applicable non elevation design requirements of this Ordinance.

Manufactured Housing Any structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width and 40 body feet or more in length, or when erected on site, is 320 square feet or more, and that is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, which include plumbing, heating and electrical heating systems contained therein. Structures meeting this definition shall be constructed in accordance with the standards specified by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (generally referred to as the HUD Code). Manufactured housing as defined in this section shall not be construed to include pre-site built housing as defined in this Article. For floodplain management purposes the term “manufactured home” includes park trailers, travel trailers, and other similar vehicles placed on site for greater than 180 consecutive days. This includes manufactured homes located in a manufactured home park or subdivision.

Manufactured Home Park or Subdivision (for purposes of Floodplain Management Regulations) A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Rate Housing Any unit within a development, whether the unit is to be owner or renter occupied, that is intended to be available for sale or occupancy at the prevailing market value for the area similar to comparable real estate transactions.

Mean Annual High Water Mark The line from visible markings and changes in soils and vegetation from the prolonged presence of water which distinguishes between predominantly aquatic and terrestrial land.

Mean Sea Level The National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Medical or Dental Clinic A building or portion of a building in which the primary use is the

provision of health care services to patients or clients. Such services may include the following: medical, dental, psychiatric, psychological, chiropractic, dialysis, acupuncture, reflexology, mental health professional, physical and/or occupational therapy, related medical services, or a laboratory which provides bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists. No fabricating is conducted on the premises, except the custom fabrication of dentures or similar dental appliances. This definition excludes in-patient or overnight care, animal hospitals, veterinarians, or other similar services. The sale of merchandise is allowed only as an accessory use.

Membership Club A social, sports or fraternal association or organization used exclusively by members and their guests and not conducted as a gainful business.

Mixed Use Development A single tract of land containing more than one primary building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas. Under the terms of this Ordinance, a mixed use development may be implemented as a Planned Unit Development (PUD), or a conventional site plan, subject to all provisions and regulations of the respective zoning district in which the development is proposed.

Mixed Use Structure A building which contains dwelling units located above the ground floor of an institutional, civic, office, commercial, or retail use building.

Modular Housing (see Pre-Site Built Housing)

Motel One or more attached or detached buildings providing residential room accommodations intended primarily for sleeping that are rented out to the public on a daily rate, where each room has a separate entrance leading directly outside the building.

Multi-family Housing For the purpose of workforce housing developments, it is a structure or building containing 5 or more dwelling units, each designed for occupancy by an individual household. (Compare Multifamily Structure(Housing))

Multifamily Structure (Housing) A structure containing three or more dwelling units, or apartments, each of which shall contain separate living, sleeping, cooking, and bathroom facilities. Dwelling units in a multifamily structure may be located entirely above the ground floor level. A typical example of a multifamily structure is an apartment building that has dwelling units stacked above one another that have shared egress (i.e. joint hallways or staircases) from multiple apartments. A Multifamily Structure is distinguished from an Single Family Attached (SFA) Dwelling structure by the fact that each dwelling in a SFA must have a ground floor level and a common wall with an adjoining unit.

Museum A public or private facility, including an aquarium, established for preserving and exhibiting artistic, historical, scientific, natural or man-made objects of interest designed to be used by members of the public for viewing, with or without an admission charge. Such activity may include, as an accessory use, the sale of memorabilia, crafts work and artwork, and the holding of meetings and social events.

New Construction (for purposes of Floodplain Management Regulations) For the purposes of determining insurance rates, structures for which the start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Night Care Agency See Child Day Care Agency

Nonconforming Structure Any building, structure, or paved surface that contains a Dimensional Nonconformity.

Nonconforming Use The use of property for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. (For example, a commercial office building in a residential district may be a nonconforming use.) The term also refers to the activity that constitutes the use made of the property. (For example, all the activity associated with running a bakery in a residentially zoned area is a nonconforming use.)

Nursing Facility An institution or facility, whether proprietary or non-proprietary, which is engaged in providing 24-hour care for residents needing skilled nursing care, medical monitoring, and related services; rehabilitation services for rehabilitation of injured chronically disabled or sick; medication administration or instruction and supervision; or on a regular basis, health related care services (above the level of room and board) which can be made available to them only through institutional facilities which provide 24-hour care. (RSA 151-E2V)

Office Use or Office Building A place where the business of a commercial, industrial, service or professional organization is transacted, but not including retail sales, manufacturing, clinics, personal services, places of amusement or places of assembly.

One Hundred (100) Year Flood See "base flood".

Open Space, Active See Active Open Space

Open Space, Passive See Passive Open Space

Outdoor Lighting The night time illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Outdoor Storage Storage of materials where they are not protected from the elements by a roof, walls, and a floor with an impervious surface.

Packaging and Delivery Services The packaging and delivery of parcels as a retail service use. It shall not include the bulk storage of parcels on-site but may include the sale of ancillary goods typically used in the packaging and shipping of parcels.

Parapet or Parapet Wall The portion of a building wall elevated above the roof level.

Parcel A contiguous lot or tract of land owned and recorded as the property of the same persons or controlled by a single entity.

Park or Playground An Open Space improved with playground equipment or other active open space improvements. These may be surrounded by street frontages and building frontages, but this is not necessarily required.

Parking Lot Any area, not within a building or other structure, where motor vehicles may be stored for the purpose of temporary, daily or overnight off-street parking to include a motor vehicle display lot and/or a commercial parking lot.

Parking Space An off-street space for exclusive use as a parking stall for one (1) motor vehicle.

Passive Open Space Areas which, due to the presence of a particular natural or environmental setting, which may include conservation lands, can provide for both active and passive types of resource-based outdoor recreation activities that are less formalized or program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition that cannot easily be duplicated by man.

Personal Services Establishment An establishment engaged in the provision of frequent or recurrent needed services of a personal nature. Typical uses include, but are not limited to, barber shop, beauty shop, dry cleaner, tailor, or other similar services.

Porch A roofed structure projecting from the front, side or rear wall of a building, either enclosed or open, not used as habitable living space.

Pre-School Program See Child Day Care Agency

Pre-Site Built Housing This type of housing that is built in a factory, but is constructed in accordance with the standards set forth in the town's building code applicable to site built homes and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Such housing shall not be construed to mean manufactured housing. Pre-site built dwelling units shall be considered to be a single-family dwelling under the provisions of this Ordinance.

Principal Building Or Principal Structure A building or structure or, where the context so indicates, a group of buildings or structures, in which the Principal Use of a lot or parcel is conducted. This shall include any buildings that are attached to the principal structure by a covered structure.

Principal Dwelling A dwelling unit that constitutes the Principal Building or Principal Structure on a lot or parcel.

Principal Use The main or primary purpose for which a structure or lot is designed, arranged or intended, or for which it may be used, occupied or maintained under this article.

Professional Offices The office of a member of a recognized profession maintained for the conduct of that profession. A profession is defined as an occupation requiring training in the liberal arts or sciences, or combination thereof, requiring advanced study in a specialized field, any occupation requiring licensing by the state and maintenance of professional standards applicable to the field.

Public Right-of-Way The portion of a public street dedicated to and accepted by the city as measured from property line to property line.

Public Utility Persons, corporations, or governments supplying gas, electric, transportation, water, sewer, or land line telephone service to the general public. For the purpose of this Ordinance, commercial wireless telecommunication service facilities shall not be considered public utility uses, and are defined separately.

Public Utility Structure Any structure including a line, pipe, building, building, station, or facility used to deliver or provide a public utility to the general public.

Recharge Water that infiltrates into an aquifer, usually from overlying soils.

Recreation The refreshment of body and mind through forms of play, amusement, or relaxation. The recreational experience may be active, by way of illustration and not limitation, boating, fishing, camping, or use of recreational vehicle as such as defined herein, or may be passive as in enjoyment of scenic vistas.

Recreational Vehicle Any building, structure, or vehicle designed and/or used for living or sleeping and/or recreational purposes and equipped with wheels to facilitate movement from place to place, and automobiles when used for living or sleeping purposes and including pickup truck coaches (campers), motor homes, boats, travel trailers, and camping trailers not meeting the specifications for manufactured housing. A recreational vehicle is not designed or permitted for use as a permanent dwelling. For the purposes of this Ordinance a recreational vehicle shall not be considered to be a dwelling unit. For the purpose of the Floodplain Management Regulations recreational vehicles shall also be construed to have the following characteristics:

- 1) A vehicle that is built on a single chassis;
- 2) Contains 400 square feet or less when measured at the largest horizontal projection;
- 3) Is designed to be self propelled or permanently towable by a light duty truck; and
- 4) Is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Regulated Substance (for purposes of Groundwater Protection District) Petroleum, petroleum products, and substances listed under 40CFR 302, 7/1/90 edition, excluding the following substances: ammonia, sodium hypochlorite, sodium hydroxide, acetic acid, sulfuric acid, potassium, sodium potassium permanganate, and propane and other liquefied fuels that exist as gases at normal atmospheric temperature and pressure.

Regulatory Floodway (for purposes of Floodplain Management Regulations) The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Repair Services Repair and servicing of appliances, computers, electronic equipment, tools and other small machinery common to homes and businesses.

Research and Development A business that engages in research and development of innovative ideas and technology. Examples include research and development of computer software, bio-technology, information systems, communication systems, transportation, multi-media and video technology. Development and construction of prototypes may be associated with this use.

Restaurant An establishment where food and/or beverages are prepared, served, and consumed, and whose principal method of operation includes one or both of the following characteristics: (1) customers are normally provided with an individual menu and served their food and beverages by a restaurant employee at the same table or counter where the items are consumed; or (2) a cafeteria-type operation where food and beverages generally are consumed within the restaurant building.

Restaurant, Drive-through An establishment whose primary business is serving food to the public for consumption on or off the premises, and that provides all or part of these services by means of a drive-through window. A drive-through window is defined as an opening in the wall of a building or structure designed and intended to be used to provide for sales to and/or service to patrons who remain in their vehicles.

Retail Uses (sales and services) A business or activity having as its primary function the supply of merchandise or wares to the end consumer; or establishments engaged in the rental of goods at retail, or in providing a service(s) to individuals and households. This category excludes animal sales or service; building and garden materials, supplies, sales or rental; and motor vehicle and related equipment sales, leasing, rental, or repair.

Roof Line The top edge of the roof or the top of the parapet, where the junction of the roof and the perimeter wall of the structure forms the top line of the building silhouette.

Runoff Precipitation, snow melt, or irrigation that flows over the land, eventually making its way to a surface water such as a stream, river, or pond.

Screening A visual barrier that blocks out a use on one (1) property from abutting properties. Screening shall consist of a landscaped area containing plant materials, walls and/or fences.

Secondary Containment A structure such as a double walled tank, a berm, or dike with an impervious surface that is adequate to hold at least 110% of the volume of the regulated-substances that will be stored there.

Sediment Solid material, either mineral or organic, that is in suspension, is transported, or has been moved from its site of origin by erosion.

Self-Storage Facility A facility that rents space on a short-term basis to individuals or businesses. The rented spaces are secured by the tenant's own lock and key. Unlike in a warehouse, self-storage facility employees do not have casual access to the contents of the space.

Senior Housing A facility for long-term residency exclusively by persons fifty-five (55) years of age or older, that provides either independent living or assisted living arrangements, and that shall include, without limitation, common dining and social and recreational features, and special safety and convenience features designed for the needs of the elderly. The facility may also include the provision of services such as meal services, transportation, housekeeping, personal care, or health care. Such a facility shall not be construed to mean a nursing home, group home, or residential treatment center.

Service for Autos and Trucks Any building, structure or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles. Said service shall generally include the maintenance, repair or replacement of engines, wheels and brakes, mufflers, and tires. It may include body shops which involve the repair, replacement, or painting of body, fender, or interior components of motor vehicles.

Setback Unless specifically exempted in this Ordinance, a setback shall mean an area lying between the furthest projection of any building or structure and the property line of the lot on which the building or structure is located. Where a yard abuts a street, the setback is the area lying between the abutting street right-of-way line and the furthest projection of any building or structure.

Shoreline The mean high water line of the body of water at the water's edge.

Shoreline Frontage The average of the actual natural navigable shoreline footage and a straight line drawn between property lines, both of which are measured at the reference line.

Sign A permanent or temporary device, structure, light, letter, word, two- or three-dimensional, object or copy, model, banner, streamer, pennant, display, insignia, emblem, trade flag, presentation by figures, designs, pictures, logos or colors visible to the public from outside a building, from a traveled way or otherwise. The purpose of a sign is to convey a message to the public, to advertise, direct, invite, announce, or draw attention to, directly or indirectly, a use conducted, goods, products services or facilities available, either on the lot or on any other premises.

Sign, A-Frame (a.k.a Sandwich Board Sign or Sidewalk Sign) A free standing sign which is ordinarily in the shape of an "A" or some variation thereof, which is readily moveable, and which is not permanently attached to the ground or any structure. See also the definition of T-frame signs.

Sign, Abandoned The cessation of the use of a sign as indicated by the visible or otherwise apparent intention of an owner to discontinue the use of a sign and/or structural framework; or the removal of the characteristic equipment or furnishing of the sign, without its replacement by similar equipment or furnishings; or the replacement of a nonconforming sign with a conforming sign.

Sign, Air Activated Graphic A sign, all or part of, which is designed to be moved by action of forced air so as to make the sign appear to be animated or otherwise have motion.

Sign, Animated Any sign that includes action or motion, such as changing electronic sign or electronic message center. For purposes of this division, this term does not refer to flashing, changing or indexing.

Sign Area The space, on the largest single face of a sign, within and including a perimeter which forms the outside shape of a sign. Where signs are established back to back the larger face shall be calculated for purposes of determining allowable area. The space of a sign having no such perimeter or border shall be computed by enclosing the entire copy area within the outline of either a parallelogram, triangle, circle or any other easily recognized geometric shape and then

computing the area. Where a sign is of a three-dimensional, round or irregular shape, the largest cross section shall be used in a flat projection for the purpose of computing sign area.

Sign, Awning An “awning sign” is a sign painted on or attached flat or flush against the surface of the awning, but not extending above, below or beyond the awning or attached to the underside.

Sign, Balloon Sign (a.k.a., Inflatable Device) A sign that is an air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or a structure, and equipped with a blower motor that provides a constant flow of air into the device. Balloon signs are restrained, attached, or held in place by cord, rope, cable, or similar method. See also the definition for air-activated graphics.

Sign, Banner A “Banner sign” is a temporary sign composed of cloth, canvas, plastic fabric or similar lightweight, no ridged material that can be mounted to a structure with cord, rope, cable, or a similar method or that may be supported by stakes in the ground.

Sign, Blade (a.k.a. Feather, Teardrop Sign, and Flag Sign) A temporary sign that is constructed of cloth, canvas, plastic fabric, or similar lightweight, non-ridged material and that is supported by a single vertical pole mounted into the ground or on a portable structure.

Sign, Directional A sign that is necessary for on-site public safety and convenience. Examples include signs located next to a driveway and reading "in," "out," "entrance," "parking," or "exit."

Sign, Electronic Message A sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

Sign, Flashing A flashing sign contains an intermittent light source or includes the illusion of intermittent light by means of animation or an externally mounted intermittent light source.

Sign, Free Standing Any permanent or temporary sign placed on the ground or attached to a supporting structure, posts, or poles, that is not attached to any building.

Sign, Ground A sign established on a freestanding frame, mast or pole and not attached to any building. Where such signs are established back to back, the larger face shall be calculated for the purposes of determining allowable area.

Sign, Illuminated Any sign that emanates light either by means of exposed tubing, electrical bulbs, fluorescent lights, neon tubes or lamps on its surface, or by means of illumination transmitted through the sign faces. Any decorative lighting that is used expressly for the purpose of advertisement shall be construed as a sign.

Sign, Light Pole Banner (a.k.a., Support Banner) A temporary banner or sign that is designed to be attached to a permanent light pole or other pole structure, and where the temporary sign element can be changed without modifying the permanent structure.

Sign, Pennant A triangular or irregular piece of fabric or other material, whether or not containing a message or any kind, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

Sign, People (a.k.a. Human Mascot, Sign Spinner, and Human Sign) A person attired or decorated with commercial insignia, images, costumes, masks, or other symbols that display commercial messages with the purpose of drawing attention to or advertising for an on-premise activity. Such person may or may not be holding a sign.

Sign, Portable Message Center A sign not permanently affixed to the ground, building or other structure, which may be moved from place to place, including but not limited to signs designed to be transported by means of wheels. Such signs may include manually changeable (non-electronic) copy.

Sign, Projecting A building mounted sign with the faces of the sign projecting 12 inches or more from and generally perpendicular to the building fascia, excepting signs located on a canopy, awning or marquee.

Sign, Stationary Vehicle Any sign permanently or temporarily attached to or placed in any way so that the vehicle is used primarily as a stationary identification or advertising sign.

Sign, Temporary Any sign intended to remain in use for a short period of time which is not permanently installed.

Sign, T-Frame A freestanding sign which is ordinarily in the shape of an upside down “T” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure. (See also the definition of A-frame signs.

Single-Family Attached Dwelling A building containing two or more attached dwelling units where each unit shares a common wall with at least one other dwelling unit. Each dwelling unit shall have a ground floor level but may be more than one story in height. These types of dwellings are commonly referred to as rowhouses or townhouses and are distinguished from multifamily housing under the terms of this Ordinance (see Multifamily Structure (Housing).

Single-Family Detached Dwelling A dwelling designed for occupancy by a single family that is not attached to any other dwelling by any means and is surrounded by open space or yards.

Slope The ratio of elevation change to horizontal distance, expressed as a percentage. Slope is computed by dividing the vertical distance by the horizontal distance and multiplying the ratio by one hundred.

Solar Collection System Includes all equipment required to harvest solar energy to generate electricity or that directly heats water or other liquid using sunlight. The Solar Collection System includes storage devices, power conditioning equipment, transfer equipment, and parts related to the functioning of those items. Solar Collection Systems include only equipment up to (but not including) the point that connection is made to the utility grid or service point.

Solar Land Coverage The Solar Land Coverage is the land area that encompasses all components of the solar collection system including but not limited mounting equipment, panels and ancillary components of the system. It is defined exclusively for the purposes of calculating the footprint of the land area occupied by the components of the solar array. This definition does not include access roads or fencing, or roof areas, and is not to be interpreted as a measurement of impervious surface as may defined in this ordinance.

Solar Roof Mounted A Solar Collection System that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with the system, which may be ground mounted. For purposes of calculating array sizes or Solar Land Coverage under the solar definitions in this section, the area of roof mounted portions shall not be included, and if the system is made of both roof and ground mounted systems, the area of the roof portion shall be excluded.

Solar Carport Mount Any Solar Collection System of any size that is installed on the roof structure of a carport over a parking area.

Solar Ground Mount A Solar Collection System and associated mounting hardware that is affixed to or placed upon the ground (e.g., a ballasted system) including but not limited to fixed, passive, or active tracking systems.

Special Exception A use of a structure or lot, or any action upon a premises, that may be permitted upon application to the Zoning Board of Adjustment if in accordance with the provisions of this Ordinance.

Special Flood Hazard Area (for purposes of Floodplain Management Regulations) An area having flood, mudslide, and/or flood related erosion hazards, and shown on the FIRM as Zone A.

Start of Construction (for purposes of Floodplain Management Regulations) Includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure.

Story The portion of a building that is between one (1) floor level and the next higher floor level or the roof. If a mezzanine floor area exceeds one-third of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six (6) or more feet above the finished grade. A cellar shall not be deemed to be a story. An attic shall not be a story if unfinished and without human occupancy.

Story, Half A story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of the story.

Stratified Drift Aquifer A geologic formation of predominantly well-sorted sediment deposited by or in bodies of glacial meltwater, including gravel, sand, silt, or clay, which contains sufficient saturated permeable material to yield significant quantities of water courses to wells.

Stream Areas of flowing water occurring for sufficient time to develop and maintain defined channels but may not flow during dry portions of the year. Includes but is not limited to all perennial and intermittent streams located on U.S. Geological Survey Maps.

Street A road, thoroughfare or way that affords the means of access to adjacent lots and is devoted to vehicular travel, and measured from property line to property line. It includes any street, avenue, road, lane, viaduct, boulevard, alley, highway or other way, whether public or private.

Structure (for purposes of Floodplain Management Regulations) For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Structure (3/8/2010) Anything constructed, installed, placed or erected, whether above or below grade. Unless otherwise stated in this Ordinance, the following structures are exempt from the building permit requirements set forth in Section 15.4.1 and shall not be construed as structures for purposes of setback requirements, but shall be so construed for all other purposes. Sheds may require an Administrative Zoning Permit, see Article 9.4.5.

- (a) Signs,
- (b) Stonewalls,
- (c) Septic systems,
- (d) Driveways, sidewalks, parking lots,
- (e) Home propane and heating oil tanks,
- (f) One story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, providing the floor area does not exceed 200 square feet,
- (g) Retaining walls that are not over four feet in height measured from the top of the footing to the top of the wall, unless supporting a surcharge, the differential in grade shall be no more than four feet,

- (h) Water tanks supported directly upon grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2 to 1,
- (i) Prefabricated swimming pools that are less than 24 inches deep,
- (j) Swings and other playground equipment,
- (k) Window awnings supported by an exterior wall that does not project more than 54 inches from the exterior wall,
- (l) Heating or cooling equipment,
- (m) Fences,
- (n) Cisterns,
- (o) Wells, provided they meet NHDES requirements, including ancillary equipment,
- (p) Drainage facilities,
- (q) Such structures as are authoritatively deemed required for the Safety of the community and its citizens and
- (r) Utility service lines.

Structure, Accessory A detached structure, the use of which is customarily incidental and subordinate to that of the principal use, principal building or principal structure, and which is located on the same lot as that occupied by the principal use, principal building or principal structure.

Subdivision A “subdivision” means any activity defined in RSA 672:14.

Substantial Completion of Development For determining whether an approved subdivision or site plan is vested under the terms of RSA 674:39 the following conditions must be met. At least fifty percent (50%) of the total cost of all public and private improvements approved by the town must have been expended within four (4) years of the date of approval of said subdivision or site plan. In addition, a bond or surety for completion of all required public improvements, if required as a condition of approval, shall have been posted with the town.

Substantial Damage (for purposes of Floodplain Management Regulations) Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent (50%) of the market value of the structure before the damage occurred.

Substantial Improvement (for purposes of Floodplain Management Regulations) Any combination of repairs, reconstruction, alteration, or improvements to a structure in which the cumulative cost equals or exceeds fifty percent (50%) of the market value of the structure. The market value of the structure should equal: (1) the appraised value prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred substantial damage, regardless of actual repair work performed. The term does not, however, include any project for improvement of a structure required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or any alternation of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Substantially Different Use A use which by reason of its normal operation would cause readily observable differences in patronage, service, appearance, noise, employment or similar characteristics from the use to which it is being compared.

Surface Water Streams, lakes, ponds, and tidal waters, including marshes, water courses and other bodies of water, natural or artificial.

Tanning Salon Any business that uses artificial lighting systems to produce a tan on an individual's body. This use specifically excludes spas, gymnasiums, and health clubs, where tanning is only one of a number of services offered to patrons.

Tattoo Parlor An establishment that offers as a service to the public, the placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, by means of the use of needles or other instruments designed to contact or puncture the skin, using ink or other substances that result in the permanent coloration of the skin.

Tower Any structure that is used primarily to support one tower, lattice towers, guyed towers, and monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular towers, alternate tower structures and the like.

Townhouse A single dwelling unit whose sidewalls are separated from other dwelling units by a fire wall or walls. Each unit in the row may be owned by a separate owner (condominiums).

Toxic or Hazardous Material Any substance or mixture with physical, chemical, or infectious characteristics posing a significant, actual, or potential hazard to water supplies or other hazards to human health if such substance or mixture were discharged to land or water. Toxic or hazardous materials include, without limitation, synthetic organic chemicals, petroleum products, heavy metals, radioactive or infectious wastes acids and alkalis, and all substances defined as toxic or hazardous under applicable state or federal statutes, and also include such products as solvents and thinners in quantities greater than normal household use.

Unimproved Not developed with a principal-use structure.

Upland Soils Soils not present in any wetland area.

Use The purpose for which a building, lot, sign or other structure is arranged, intended, designed, occupied or maintained.

Use The purpose or activity for which land or structures are utilized, occupied or maintained.

Vernal Pool A confined basin depression without a permanent above ground outlet that, at least in most years, holds water and for a minimum of two continuous months during the spring and/or summer; contains fairy shrimp and/or supports the breeding of wood frogs and/or mole salamanders; and is free of adult fish populations. Observation of breeding activity by obligate species is required to determine that a water body is a vernal pool.

Veterinary Offices/Clinic A facility where a veterinarian treats sick or injured animals, gives preventative care, as well as where medical and surgical care is given, or short-term hospitalization is provided. Use of an on-site kennel shall be in enclosed facilities and shall be limited to short-term boarding which is incidental to the extended treatment of patients.

Violation (for purposes of Floodplain Management Regulations) The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Article 13.4 and 13.7 (2) of this ordinance is presumed to be in violation until such time as the documentation is provided.

Water Surface Elevation (for purposes of Floodplain Management Regulations) The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains.

Wastewater Treatment System Means any effluent disposal or treatment system that receives either sewage or other wastes, or both, including septic tank leach field systems, privies or dry pit toilets, and incinerator-type toilets such as gas-operated, electric, fossil-fueled or any combination thereof.

Wetland Areas Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. In accordance with New Hampshire Department of Environmental Services and United States Army Corps of Engineers requirements, jurisdictional wetlands are to be identified and delineated using the 1987 Corps of Engineers Wetlands Delineation Manual. Jurisdictional wetlands are to be delineated by a New Hampshire certified wetland scientist or a New Hampshire certified soil scientist.

Wetland Buffer A naturally vegetated upland area adjacent to wetland or surface water. In this definition, “naturally vegetated” includes the following: uncut or undisturbed forest, minimally disturbed or managed forest, and abandoned pasture or fields.

Wholesale Uses An establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies. Such uses shall not typically include the processing, manufacturing, or assembling of raw materials or goods.

Workforce Housing Housing that meets the requirements set forth in the definitions of “Workforce housing for rental” and “Workforce housing for sale” herein. Housing developments that exclude minor children from more than 20 percent of the units or in which more than 50 percent of the dwelling units have fewer than two bedrooms shall not constitute workforce housing for the purposes of this Article.

Workforce housing development A residential development that is approved under the provisions of Article 17 of this Ordinance.

Workforce Housing for Rental Housing which is intended to be leased and is affordable to a household with an income of no more than 60 percent of the median income for a 3 person household for the metropolitan area or county in Strafford County as published annually by the United States Department of Housing and Urban Development.

Workforce Housing for Sale Housing which is intended for sale and which is affordable to a household with an income of no more than 100 percent of the median income for a 4 person household in Strafford County as published annually by the United States Department of Housing and Urban Development.

Yard A portion of a lot upon which the principal building is situated, unobstructed artificially from the ground to the sky, except as otherwise provided herein.

Yard, Front A yard extending for the full width of the lot between the front line of the nearest building wall and the front lot line.

Yard, Rear A yard, unoccupied except by an accessory structure or accessory use as herein permitted, extending for the full width of the lot between the rear line of the building wall and the rear lot line.

Yard, Side A yard extending for the full length of a building between the nearest building wall and the side lot line.

ARTICLE 19 APPENDIX

(Refer to Subsection 3.2 for an explanation of how to interpret information presented in Table 1: Table of Uses)

TABLE 1: TABLE OF USES (Sheet 1 of 4)						
	General Residential (GR)	Neighborhood Residential (NR)	Village (V)	Town Center (TC)	Regional Commercial (RC)	Highway Commercial District Overlay

						(HCO)
USE RESIDENTIAL						
Conservation Subdivisions	P(5)	P(5)	P(5)	(-)	P(5)(8)	P
Manufactured Housing	P	P	P	(-)	P(8)	P
Multifamily Housing	CP(6)	CP(6)	CP(6)	P(6,13)	P(8)	P
Senior Housing	CP(6)	CP(6)	P(6)	P(6,13)	P(8)	P
Single-Family Dwellings (Attached)	P(7)	P(7)	P	P(13)	P(8)	P
Single-Family Dwellings (Detached)	P	P	P	P(13)	P(8)	P
Two Family Dwellings	P	P	P	P(13)	P(8)	P
Accessory Dwelling Unit	P	P	P	P	P	P
USE AGRICULTURAL						
Agricultural Uses	P	P	P	P(16)	P	P
Farms	P	P	P	P(16)	P	P
Open Air Farmers Market	P	P	P	P	P	P
Keeping/Boarding of Horses	P	P	P	(-)	P	P
Orchards	P	P	P	(-)	P	P
USE COMMERCIAL						
Arts & Crafts Establishments	CP	CP	P	P	P	CP
Art Studios	CP	CP	P	P	P	CP
Assisted Living Facility	CP(15)	CP(15)	P(15)	P(15)	P(15)	CP(15)
Sale of Automobile Parts & Supplies	CP	CP	CP	P	P	CP
Automated Banking Facility (ATM)	CP	CP	P	P	P	CP
Banks	(-)	(-)	P	P	P	CP
Bed & Breakfasts	CP	CP	CP	CP	CP	CP
Billiard Parlors	(-)	(-)	(-)	P	P	CP
Bowling Alleys	(-)	(-)	(-)	P	P	CP
Business Support Services	CP	CP	P	P	P	CP
Business & Professional Offices	CP	CP	P	P	P	CP
Business & Professional Park	CP	CP	CP	CP	CP	CP
Commercial Recreation Facilities	CP	CP	CP	P	P	CP
Conference Centers	CP	CP	P	P	P	CP
Child Day Care Agency	CP	CP	P	P	P	CP
Distillery/Brewery with Retail	(-)	(-)	P	P	P	CP
Distillery without Retail	(-)	(-)	(-)	(-)	P	P
Drug Store	CP	CP	P	P	P	CP
Elderly Assisted Care Home	CP(3)(15)	CP(3)(15)	CP(3)(15)	CP(3)(15)	(-)	CP(3)(15)
Funeral Homes	(-)	(-)	P	P	P	CP
Gasoline Service Stations	CP	CP	P	P	P	CP
Convenience Stores w/Gas Pumps	CP	CP	P	P	P	CP

TABLE 1: TABLE OF USES (Sheet 2 of 4)						
	General Residential(GR)	Neighborhood Residential (NR)	Village (V)	Town Center (TC)	Regional Commercial (RC)	Highway Commercial District Overlay (HCO)

USE COMMERCIAL (Continued)

Golf Courses	CP	CP	(-)	(-)	(-)	CP
Grocery Store	(-)	(-)	P	P	P	(-)
Hardware Stores	CP	CP	P	P	P	CP
Health Care Facilities	CP	CP	P	P	P(3)	CP
Health Clubs	CP	CP	P	P	P	CP
Home Business	CP(9)	CP(9)	CP(9)	CP(9)	CP(9)	CP(9)
Home Occupation	P(10)	P(10)	P(10)	P(10)	P(10)	P(10)
Hospitals	(-)	(-)	(-)	(-)	P	CP
Hotels	CP	CP	CP	P	P	CP
Inns	CP	CP	P	P	P	CP
Landscape Nurseries/Greenhouses	CP	CP	P	(-)	P	CP
Kennel	(-)	(-)	(-)	CP	P	CP
Medical/Dental Clinics	(-)	(-)	P	P	P	CP
Mixed Use Developments	(-)	(-)	P(2)	P(2)	P(2)	CP
Motels	(-)	(-)	CP	P	P	CP
Movie Theaters	(-)	(-)	P	P	P	CP
Museums	CP	CP	P	P	P	CP
Nursing Facility	CP	CP(15)	P(15)	P(15)	P(15)	CP(15)
Packaging & Delivery Services	CP	CP	P	P	P	CP
Personal Services Establishments	CP	CP	P	P	P	CP
Planned Unit Development (PUD)	(-)	(-)	CP(12)	P(12)	(-)	(-)
Publishing & Printing Establishments	CP	CP	P	P	P	CP
Repair Services	CP	CP	P	P	P	CP
Restaurants	CP	CP	P	P	P	CP
Restaurants, Drive-Through	(-)	(-)	P	P	P	CP
Retail Uses	CP	CP	P	P	P	CP
Self-Storage Facility	-	-	-	-	P	-
Service for Autos and Trucks	CP	CP	CP	CP	P	CP
Social or Fraternal Organizations	CP	CP	P	P	P	CP
Veterinary Offices/Clinic	CP	CP	P	P	P	CP
Wireless Communication Facilities	P(4)	P(4)	(-)	(-)	P(4)	CP(4)

TABLE 1: TABLE OF USES (Sheet 3 of 4)

	General Residential (GR)	Neighborhood Residential (NR)	Village (V)	Town Center (TC)	Regional Commercial (RC)	Highway Commercial District Overlay (HCO)
USE INDUSTRIAL						
Contractor's Storage & Equipment Yards	CP	CP	(-)	(-)	P	CP
Excavation Operations	CP(1)	CP(1)	CP(1)	(-)	P(1)	P(1)
Light Manufacturing Facilities	CP	CP	CP	(-)	P	CP
Machine Shops	CP	CP	(-)	(-)	P	CP
Research & Development Facilities	CP	CP	P	CP	P	CP
Sawmills	CP	CP	(-)	(-)	P	CP
Truck Terminals	(-)	(-)	(-)	(-)	P	CP
Wholesale Uses	CP	CP	P	(-)	P	CP
Warehouse Operations	CP	CP	P	(-)	P	CP
USE PUBLIC / INSTITUTIONAL						
Churches	CP	CP	P	P	P	CP
Educational Institutions	CP	CP	P	P	P	CP
Municipal Buildings & Uses	P	P	P	P	P	CP
Parks & Playgrounds	CP	CP	P	P	P	CP
USE ACCESSORY						
Private Garages	P	P	P	P	P	P
Accessory Uses	P	P	P	P	P	P
Farm/Produce Stand	P(11)	P(11)	P	P	P	P
In-House Dwelling Unit	P	P	P	P	P	P
Recreation	P(14)	P(14)	P(14)	P(14)	P(14)	P(14)
Swimming Pools	P	P	P	P	P	P
USE SOLAR						
Residential Solar	P	P	P	P	P	P
Community Solar	P	P	P	P	P	P
Agriculture Solar	P	P	P	P	P	P
Agriculture Accessory Solar	CP	CP	CP	CP	P	P
Commercial/Industrial Solar	CP	CP	CP	P(17)	P(17)	CP
Utility Solar	CP	CP	CP	CP	CP	CP

KEY / LEGEND	INTERPRETATION OF KEY / LEGEND
P	Permitted by Right
P(with Number)	Permitted with conditions specified in the footnote number given.
CP	Permitted if a Conditional Permit is issued by the Planning Board
CP(with Number)	Permitted if a Conditional Permit is issued by the Planning Board with conditions specified in the footnote number given.
(--)	Not permitted

Footnotes to Table 1 (Meaning of numbers given in parentheses in the table.) Page 4 of 4

(1)	All excavation operations shall conform to the Performance Standards specified in Section 7.1 of this Ordinance, as well as the requirements specified in the town’s Site Plan Review Regulations. The Planning Board may require an undisturbed and/or vegetated buffer of suitable size to be maintained between an excavation site and any adjoining properties if said properties would be adversely impacted by such an operation
(2)	Provided that such use complies with Section 3.3 of this Ordinance as well as all other applicable regulations.
(3)	Such facilities may have no more than fifteen (15) patient/client beds
(4)	Provided that such use complies with Article 10 of this Ordinance entitled Wireless Communication Facilities Overlay
(5)	Provided that such use complies with Article 6 of this Ordinance entitled Conservation Subdivision Regulations.
(6)	No structure may contain more than eight (8) dwelling units.
(7)	Permitted within Conservation Subdivisions as specified in Article 6.
(8)	No residential structures are permitted within five hundred (500) feet of the centerline of Route 125 and Route 4 for properties located in the RC District.
(9)	Provided that such use complies with Section 7.4 of this Ordinance entitled Home Businesses.
(10)	Provided that such use complies with Section 7.3 of this Ordinance entitled Home Occupations.
(11)	For the sale of agricultural products, or any other goods, which are produced substantially as a home occupation or from agricultural activities on the premises, other than forestry related activities, as an accessory use to a principal residential use; one structure of 200 sq. ft. or less may be utilized without site review, after review by the Zoning Administrator for compliance with section 7.3 of this ordinance and consultation with appropriate department heads for review of access and safety concerns.
(12)	Planned Unit Developments (PUD) must comply with the provisions of Article 16 of this Ordinance as well as other applicable regulations
(13)	These uses shall only be permitted as part of a PUD in accordance with Article 16 of this ordinance.
(14)	In the absence of a primary use, a Recreational Vehicle may be utilized as a primary use for up to 180 days per year. Sewage disposal and other applicable codes requirements shall apply.
(15)	Maximum density per NHDES Subsurface Disposal Regulations or no more than one bedroom per ten thousand (10,000) square feet of upland soil, and the most restrictive shall apply.
(16)	For the growing and harvesting of crops and not for the raising of farm animals.
(17)	Conditional Use Permit required if Solar Land Coverage exceeds 20 acres.

Town of Barrington New Hampshire



Zoning Amended March 28, 2023

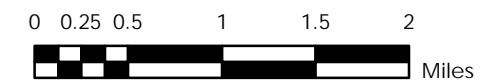
Zoning Districts Legend

- General Residential
- Neighborhood Residential
- Regional Commercial
- Town Center
- Village

Prepared by *Strafford Regional Planning Commission*
 150 Wakefield Street, Suite 12, Rochester, NH 03867
 T: (603) 994-3500 F: (603) 994-3500 em: srpc@strafford.org
 Date: 03.17.2022

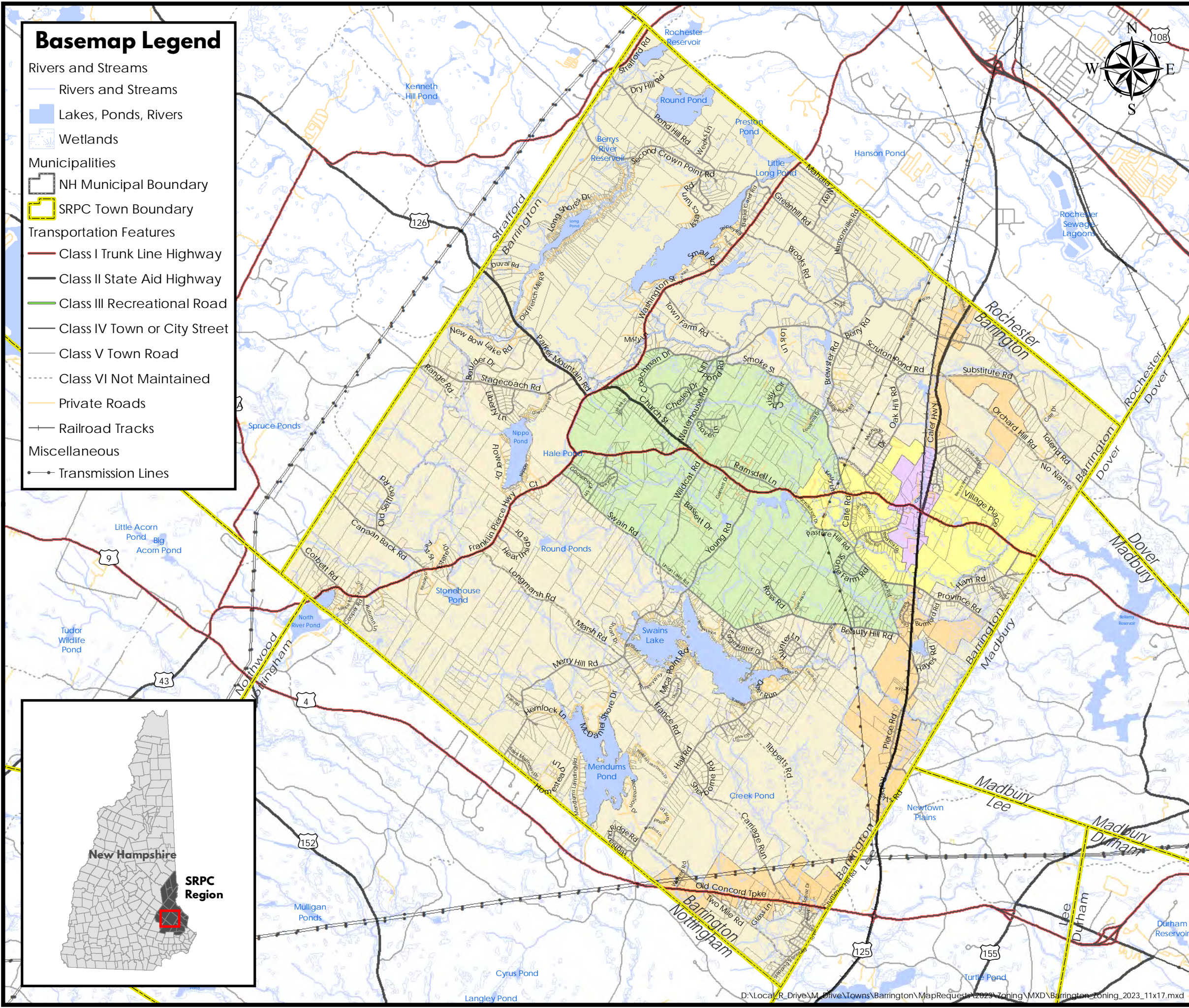
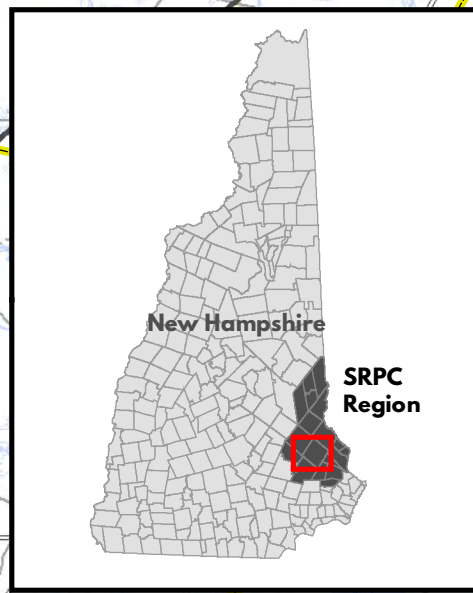
DATA SOURCES
 Digital road centerlines provided by NHDOT and are archived in the GRANIT database. SRPC makes no claim to the validity of the data. SRPC and NHDOT are aware that certain road names are out of data. SRPC would like to be made aware of any street names that are no longer valid. Digital zoning data is archived in the SRPC database and was last updated in 2022.

1:65,000



Basemap Legend

- Rivers and Streams
 - Rivers and Streams
 - Lakes, Ponds, Rivers
 - Wetlands
- Municipalities
 - NH Municipal Boundary
 - SRPC Town Boundary
- Transportation Features
 - Class I Trunk Line Highway
 - Class II State Aid Highway
 - Class III Recreational Road
 - Class IV Town or City Street
 - Class V Town Road
 - Class VI Not Maintained
 - Private Roads
 - Railroad Tracks
 - Transmission Lines
- Miscellaneous
 - Transmission Lines



ARTICLE 20.....SIGNS

20.1....Purpose

The purpose of this section is to create signage regulations that are intended to facilitate a flexible and agreeable communication between people, while remaining content neutrality consistent with the U. S. Supreme Court decision in Reed v Gilbert. Such a regulation acknowledges the need to protect the safety and welfare of the public, the need for a well-maintained attractive appearance throughout the Town of Barrington and the need for adequate business identification, advertising and communication.

20.2....General Provisions

20.2.1.....Permitted Signs

No sign shall be permitted within the Town of Barrington, except in accordance with the provisions of this article. See also Table 1- Sign Performance Standards by District & Type for an overview of permitted signs on commercially approved lots.

20.2.2.....Permit Required

No Sign shall be erected or placed in the Town of Barrington without a sign permit except as identified in 20.2.3. Said sign permit shall be issued by the Zoning Administrator, provided that the sign meets all the regulations of this section, after submission of an application and a set of plans to an appropriate scale, showing location, any structures on the site, dimensions, method of illumination, if any, and types of materials to be used in construction. Replacement of existing signs and support structures where materials are being altered shall require a permit and such replacement shall conform to the regulations of this article. The Zoning Administrator may issue a sign permit in conjunction with the approval of a site plan by the Planning Board, after sufficient review of compliance with the regulations herein and payment of any permit fees.

20.2.3.....Exceptions to Permit Requirement

The following signs do not require a permit when located on the immediate property and within the size set out below:

20.2.3(1).....Unlighted signs not exceeding two(2) square feet in area or smaller, bearing property numbers, post box numbers, or names of occupants as required by Federal, State or Local Law.

20.2.3(2).....Legal Notices, identification information or directional signals erected or required by governmental bodies.

20.2.3(3).....Signs of not more than three (3) square feet in area, attached to service station fuel pumps.

20.2.3(4).....Decorative or architectural features of a building except integral signs.

20.2.3(5).....Signs showing the location, stops, routes and or schedules of municipal or regional transportation facilities.

20.2.3(6).....Signs or flags on a business which is open, provided such signs or flags:

20.2.3(6)(a).....are limited to one (1) per use

20.2.3(6)(b).....are attached to the building where the use is located, or to its ground sign

20.2.3(6)(c).....do not exceed fifteen (15) square feet in area if a flag attached to a building or two (2) square feet if a wall sign or addition to a ground sign

20.2.3(7).....Signs erected for public safety and welfare or pursuant to any governmental function.

20.2.4.....Location of Signs

The owner, group, business, or organization applying for a sign permit shall be responsible for the accurate location of the sign which must meet all setback requirements in this article.

20.2.4(1).....No part of any sign shall be located in or over the public Right-of- Way, except for traffic control devices and directional signs authorized by the Town or State agencies.

20.2.4(2).....No sign in a Non-Residential District shall be located within twenty-five (25) feet of a Residential boundary.

20.2.5.....Design and Safety

20.2.5(1).....Signs shall not cause any traffic hazard or any nuisance and shall not be placed within a state or town right-of-way

20.2.5(2).....Sign color or format shall not resemble traffic signals or safety signs.

20.2.5(3).....Signs adjacent to any public way shall not:

20.2.5(3)(a).....obstruct clear and free vision of vehicle operators

20.2.5(3)(b).....interfere with, obstruct the view, or be confused with any authorized sign, by reason of its position, shape color, illumination or wording

20.2.5(3)(c).....otherwise constitute a hazard to pedestrian or vehicle traffic

20.2.5(4).....Signs shall not restrict clear vision between a sidewalk and street or access from the site or street onto another street.

20.2.5(5).....Signs shall not prevent free access to any door, window or fire escape.

20.2.5(6).....Signs shall withstand a wind pressure of at least thirty (30) pounds per square foot.

20.2.6.....Sign Movement and Illumination

20.2.6(1).....No sign shall move or create an illusion of movement through shimmering or rippling. Nor shall any sign contain parts which move.

20.2.6(2).....No sign shall be intermittently illuminated nor of a traveling, tracing, or sequential light type. No sign shall contain or be illuminated by animated or flashing lighting.

20.2.6(3).....No sign or related fixture shall be so placed as to create a hazard to vehicles traveling within the public right-of-way

20.2.7.....Continuance and Maintenance

20.2.7(1).....Continuance – Signs lawfully approved and erected and/or existing as of the date of passage of this Ordinance, may continue although such signs do not conform to the provisions of this Article. Lawfully existing signs may be replaced in kind in place.

20.2.7(2).....Any lawfully existing sign may be maintained, repaired, or repainted. The type of supports, lighting, or location cannot be changed except through the permit process, in provisions of this Article.

20.2.8.....Obsolete Signs

20.2.8(1)..... Any sign which is located on property which becomes vacant and unoccupied for a period of more than ninety (90) days shall be deemed to have been abandoned, and the sign shall be considered obsolete. Such obsolete signs are prohibited and shall be removed by the owner of the sign or owner of the premises. Reusable sign structures may remain provided the sign face is removed.

20.2.8(1).....When a sign for a use which has changed or terminated is one of several panels which make up a sign for a multiple uses on a property, only the panel related to the changed or terminated use must be removed.

20.2.9.....Nonconforming Sign

20.2.9(1).....Any legal nonconforming (“grandfathered”) sign associated with an existing legal use may be continued and maintained. But no such nonconforming sign shall be enlarged, replaced, redesigned or otherwise altered in any way except to bring it into compliance with the provisions of this Article unless a Special Exception is granted by the Zoning Board of Adjustment upon finding, after public hearing, that:

20.2.9(1)(a).....the proposed alteration would significantly reduce the degree of nonconformance of the sign; and

20.2.9(1)(b).....there are unusual extenuating physical circumstances which support allowing such alteration, or permitting such an alteration would be in public interest.

20.2.9(2).....Rewording of a sign for an existing use, and ensuring uniformity in background necessitated by the rewording, shall not be deemed to constitute sign alteration.

20.2.9(3).....Any nonconforming sign that is destroyed or damaged to the extent that the cost of repair or restoration will exceed three-quarters (3/4) the replacement value as of the date of destruction shall not be repaired, rebuilt, restored or altered unless in conformance with this Article. Where the date of destruction is not clear, the date of the application for a new sign permit shall be used for computation.

20.2.9(4).....Signs erected in violation of a previously existing sign ordinance shall not, by virtue of the adoption of this Article, become a legal nonconforming sign.

20.2.10.....Prohibited Signs and Displays

20.2.10(1).....Billboards, flashing, moving or animated signs, beacons, search lights, strobes, electronic message display and neon or gas-filled tubular signs (where tubes are visible by pedestrians or motorists) are not permitted.

20.2.10(2).....Any sign installed or placed on public property, except in conformance with the requirements of this Ordinance, shall be subject to removal. In addition to other remedies provided by law, the Town shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such sign.

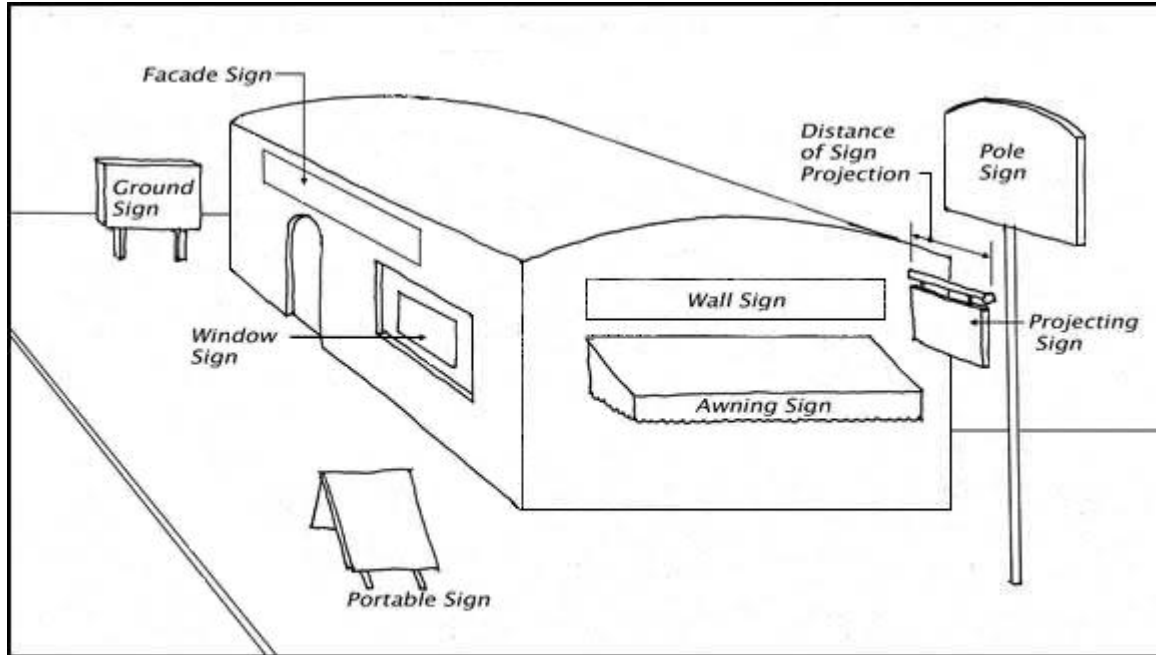
20.2.10(3).....Any sign not specifically allowed is prohibited.

20.3.....Sign Classification

Signs shall be classified and regulated based upon the following categories.

- 20.3(1).....Free Standing Sign
- 20.3(2).....Wall Signs
- 20.3(3).....Projecting Sign
- 20.3(4).....Temporary Signs – Including the following:
 - 20.3(4)(a).....A-Frame Sign (a.k.a., Sandwich Board Sign or Sidewalk Sign)
 - 20.3(4)(b).....Air-Activated Graphic
 - 20.3(4)(c).....Balloon Sign (a.k.a., Inflatable Device)
 - 20.3(4)(d).....Banner Sign
 - 20.3(4)(e).....Blade Sign (a.k.a., Feather Sign, Teardrop Sign, and Flag Sign)
 - 20.3(4)(f).....Freestanding/Yard Sign
 - 20.3(4)(g).....Light Pole Banner (a.k.a., Support Pole Banner)
 - 20.3(4)(h).....Pennant
 - 20.3(4)(i).....People Sign (a.k.a., Human Mascot, Sign Spinner, and Human Sign)
 - 20.3(4)(j).....Portable Message Center Sign
 - 20.3(4)(k).....Projected-Image Sign
 - 20.3(4)(l).....T-Frame Sign
 - 20.3(4)(m).....Window Sign

FIGURE A – EXAMPLES OF SIGN TYPES



20.4.....Measurement of Sign Area

20.4(1).....Sign area shall be determined as the product of the maximum width and maximum height of the sign unit, including the entire display area of the sign. Structural members not bearing advertising matter shall not be included in computation of sign area unless those elements are internally or decoratively lighted. Where there is more than one set of letters or symbols, the area shall be the total of each set, except for internally illuminated letters or symbols.

20.4(2).....When the sign is painted on or attached or otherwise applied to any part of a building, canopy, awning, fence, window or structure, the area is the smallest rectangle (or circle, for circular signs) that encompasses all its lettering and accompanying figures, designs, logos, or symbols together with any background of a color different from the color of the structure.

20.4(3).....In computing the area of a double-faced sign, only one side shall be considered if both faces are identical. Notwithstanding the above, if the interior angle formed by the two (2) faces of the double-faced sign is greater than forty-five (45) degrees, then both sides of such sign shall be considered in calculating the sign area.

20.4(4).....The maximum allowable sign shall include all permanent signs attached, painted, or applied to a building façade.

20.5.....Sign Lighting

20.5.1.....General Requirements

20.5.1(1).....Signs may be illuminated by stationary, shielded light sources directed solely on the sign, without causing glare.

20.5.1(2).....Signs may be illuminated internally.

20.5.1(3).....Illuminated signs shall be constructed and erected in such a manner as to deflect light away from residential properties and public roads.

20.5.2.....Methods of Illumination

20.5.2(1).....General (G) – The sign has an external source of light specifically directed at it.

20.5.2(2).....Back Lite (BL) – The letters are raised above or in front of the sign’s background and the lighting source illuminates the letters from behind by reflection of the background. All sign materials are solid versus translucent so that light does not shine through any portions of the sign.

20.5.2(3).....Spot Lite (SL) – The sign is lighted by spotlights specifically directed at it. Any spotlights permitted to illuminate signs shall be shielded such that their light source cannot be seen from adjoining roads.

20.5.2(4).....Internally Illuminated (IL) – A sign that has the light source enclosed within it so the source is not visible to the eye.

20.6.....Sign Height

20.6(1).....The overall height of a freestanding sign or sign structure is measured from the lowest point of the ground directly below the sign to the highest point of the freestanding sign or structure.

20.6(2).....The height of a projecting sign shall be measured from the base of the sign face to the ground below.

20.6(3).....The height of a wall sign shall be measured from the base of the building below to the top of the sign face. The top of the sign shall be no higher than the maximum permitted building height.

Table 1 – Sign Performance Standards By District & Type on Commercially Approved Lots							
Sign Type	Dimensional Element	Zoning District					
		GR	NR	V	TC	RC	HCO
Free Standing Standards	Maximum Area	8 sq. ft.	8 sq. ft.	48 sq. ft.(5)	48 sq. ft. (5)	96 sq. ft. (6)	48 sq. ft. (5)
	Maximum Height	6 feet	6 feet	10 feet	10 feet	15 feet	10 feet
	Lighting Type	G	G,BL,SL	G,BL,SL,IL	G, BL,SL,IL	G,BL,SL, IL	G,BL,SL,IL
	Min. Front Setbacks	5	5	10	10	15	10
Additional Standards for Free Standing		<p>1) Only one (1)ground sign is permitted for each separate street frontage devoted to a building with accessible street frontage</p> <p>2) Only one (1)multi-tenant commercial sign is permitted for each street frontage per business complex</p> <p>3) The longest dimension of a freed standing sign in the V, TC,RC, and HCO Districts shall not exceed 16 linear feet</p> <p>4) All free standing signs shall be located no closer than 15 feet from side lot lines</p> <p>5) As an alternative, a group of businesses located in a single building, mall, plaza, or office park may choose the following option: signs may be a maximum of 24 square feet per side for the sign bearing the name of the building, mall plaza, or office park and up to 10 square feet per side for each business or office located there.</p> <p>6) As an alternative, a group of businesses located in a single building, mall plaza, or office park may choose the following option: free standing signs may be a maximum of 64 square feet per side bearing the name of the building, mall plaza, or office park and up to 12 square feet per side for each business or office located there.</p>					
Sign Type Wall Signs Standards		<p>1). In the V, TC, RC, and HCO Districts, the total area of all wall signs for each establishment does not exceed two (2) square feet for each linear foot of building frontage devoted to such establishment.</p> <p>2). If such establishment does not occupy any floor area on the ground level, other than an entryway, the maximum permitted sign area shall not exceed one (1) square foot for each linear foot of frontage devoted to such establishment.</p> <p>3). Signs painted on or affixed to the inside or outside of windows shall be included in the computation under (1) and (2) above, only if the combined area exceeds twenty-five (25) per cent of the area of the window which they occupy.</p> <p>4). In no case, however, may the total area of wall signs exceed one hundred and fifty (150) square feet or ten (10) per cent, whichever is less, of the area of the wall to which they are attached, including graphic signs and signs on windows, door area and cornices.</p> <p>5). Wall signs shall not be internally illuminated in the GR, NR, V, TC and HCO Districts.</p>					
Sign Type Projecting Signs Standards	Dimensional Element	Zoning District					
		GR	NR	V	TC	RC	HCO
	Maximum Area	N/A	N/A	9 sq. ft.	9 sq. ft.	9 sq., ft.	9 sq., ft.
	Maximum Height	N/A	N/A	12 feet	12 feet	12 feet	12 feet
Lighting Type	N/A	N/A	G, SL	G, SL	G, SL	G, SL	
Additional Standards for Projecting Signs		<p>Projecting business signs are allowed in the V, TC, RC, and HCO Districts in addition to wall signs and freestanding signs, provided such sign:</p> <p>1) Does not visually interfere with the view to and from adjacent properties;</p> <p>2). Does not extend above any portion of the roof of the building to which such sign is affixed;</p> <p>3). Has its lower edge at least eight (8) feet above any pedestrian way; has a vertical alignment.</p>					
<p>Table legend: [Zoning Districts] GR=General Residential – NR=Neighborhood Residential, V=Village, TC=Town Center – RC=Regional Commercial, - HCO=Highway Commercial Overlay. [Lighting] G=Ground Lit, BL- Back Lit, SL=Side Lit, IL=Internally Illuminated</p>							

20.7.....Standards in Residential Zones

20.7.1.....Residential properties – all single family residential properties that are located in Residential Zoning Districts are permitted permanent signs not to exceed eight (8) square feet in total sign area per road frontage. Corner lots and lots with frontage on more than one street are entitled to eight (8) square feet per frontage. This sign area allowance covers as examples, but is not limited to: address signs, home occupation signs, lawn sign and farm stands. Signs may be free standing, mounted to a permanent building structure or displayed in a window.

20.7.2.....Neighborhood Signs – A total of two (2) signs on either side of the primary entrance to a residential neighborhood not to exceed 24 square feet in area and six feet (6) in height. Neighborhood signs shall be supported with decorative and/ or landscaping materials.

20.8.... Performance Standards for Temporary Signs on residential lots in the General Residential (GR), Neighborhood Residential (NR),Village (V), Town Center (TC). Highway Commercial Overlay (HCO), or Regional Commercial (RC) Zoning Districts

20.8.1....Temporary wall or freestanding signs are allowed without a permit, provided:

20.8.1(1)..... they are six square feet or less in total area, per side;

20.8.1(2)..... there are no more than two (2) temporary signs

20.8.2.... Temporary signs greater than six (6) square feet, per side are permitted with a permit provided:

20.8.2(1)..... they do not exceed two (2) temporary signs;

20.8.2(2).....there are not more than two temporary signs are allowed per permit;

20.8.2(3)..... the signs shall not exceed 12 square feet in size;

20.8.2(4)..... temporary wall signs do not exceed 10% of the total area of the wall being used.

20.8.3....A building or property for sale, lease, or rental is allowed one additional sign, six (6)square feet or less. Said sign shall not be subject to the permit requirements of this section.

20.8.4....Exception: Additional Signs may be posted 30 days prior to an election without a Permit provided they are:

20.8.4(1).....located on the property with the consent of the owner or lessee of the property;

20.8.4(2).....do not exceed six (6) square feet in area;

20.8.4(3).....are removed no later than 10 days following the election.

20.8.5....Temporary signs shall not be illuminated.

20.8.6.... Exception: Air Activated Graphics and Balloon Signs (a.k.a. Inflatable Device), Projected Image Signs and other temporary signs customarily utilized as decorations on residential lots are exempt from these regulations.

20.9....Performance Standards for Temporary Signs on commercially approved lots in the TC, V, RC, and HCO zoning districts

20.9.1.....One (1) A-Frame sandwich board or T-Frame Temporary Sign is permitted per lot or tenant and does not require a permit, provided all of the following conditions are met:

20.9.1(1).....The sign is not located on a Town sidewalk or within a public right of way;

20.9.1(2).....The maximum size of the sign is eight (8) square feet per side.

20.9.2.....One (1) Blade sign per 50 feet of frontage with a maximum of three (3) per each frontage is allowed with a permit, provided:

20.9.2(a).....each sign does not exceed 3.5 feet in width (at the widest point) and up to 18 feet in height measured from grade, including the full length of the supporting pole.

20.9.3..... One (1) portable message center is permitted per lot with a permit, provided;

20.9.3(a).....the maximum size of the sign does not exceed 32 square feet in size;

20.9.3(b).....the maximum height does not exceed six (6) feet;

20.9.3(c).....the display cannot be electronically or mechanically changed by remote or automatic means.

20.9.4.....Projected –Image Signs are not permitted

20.9.5.....Window signs are permitted without a permit, provided;

20.9.5(a).....the signs do not exceed 25% window coverage

20.9.6.....One (1) banner sign is permitted with a permit per occurrence, provided;

20.9.6(a).....the maximum size does not exceed 32 square feet;

20.9.6(b)..... it is not displayed more than thirty days for a maximum of four times per calendar year

20.9.7.....One (1) People Sign (a.k.a. Human Mascot, Sign Spinner, and Human Sign) is permitted:

20.9.7(a).....only during daylight hours;

20.9.7(b).....if utilized in a manner that will not affect public safety

20.9.8.....A building or property for sale, lease, or rental is allowed an additional sign, twelve (12) square feet or less. Said sign shall not be subject to the permit requirements of this section and must be removed thirty (30) days following the sale.

20.9.9..... Light Pole or Support Pole Banners are permitted, provided;

20.9.9(a)..... they do not exceed two temporary banners per pole;

20.9.9(b)..... they do not exceed 16 square feet of sign area per pole;

20.9.9(c).....the temporary banner or sign is affixed with permanent structural elements;

20.9.9(d)..... the temporary banner or sign is not posted above the height of the structure;

- 20.9.9(e).....they are not changeable-copy signs, or have internal lighting.
- 20.9.9(1).....A sign permit is required for the initial installation of the permanent structure which holds the temporary banner or sign, but further message changes are allowed without a permit
- 20.9.10.... One (1) Air Activated Graphics or Balloon Sign (a.k.a. Inflatable Device) is permitted with a permit per occurrence, provided;
- 20.9.10(a).....the height of the device does not exceed 20 feet;
- 20.9.10(b).....the device is setback equal to or greater than the height of the sign from all rights-of-way, lot lines, and overhead utility lines;
- 20.9.10(c)..... it is not displayed more than thirty days for a maximum of four times per calendar year

ARTICLE 21..... SOLAR COLLECTION SYSTEMS

21.1...Purpose and Intent

The purpose of this ordinance is to accommodate solar energy collection systems and distributed generation resources in appropriate locations, while protecting the public’s health, safety and welfare. The Town intends to facilitate the State and National goals of developing clean, safe, renewable energy resources in accordance with the enumerated policies of NH RSA 374-G and 362-F that include national security and environmental sustainability. This solar collection system ordinance is enacted in accordance with RSA 674:17(I) and the purposes outlined in RSA 672:1-III-a as amended.

21.2...Use Definitions:

- 21.2.1.....**Residential Solar:** Any ground mounted or roof mounted Solar Collection System primarily for on-site residential use, and consisting of one or more free-standing, ground or roof mounted, solar arrays or modules, or solar related equipment intended to reduce on-site consumption of utility power or fuel that is less than 500 square feet solar land coverage.
- 21.2.2.....**Community Solar:** Any ground mounted or roof mounted Solar Collection System primarily for shared community use that is less than one acre of Solar Land Coverage.
- 21.2.3.....**Agriculture Solar:** Any ground mounted or roof mounted Solar Collection System designed to primarily reduce on-site consumption of utility power or fuel that is less than four acres of solar land coverage provided the existing agricultural use is preserved at the time of installation.
- 21.2.4.....**Agriculture Accessory Solar:** Any ground mounted or roof mounted Solar Collection System that is partially used to reduce on-site consumption of utility power or fuel for activities such as processing, freezing, packaging, etc., and has a

Solar Land Coverage between 4 and 20 acres provided the existing agricultural use is preserved at the time of installation.

- 21.2.5.....Commercial/Industrial Solar:** A use of land that consists of one or more free-standing, ground mounted Solar Collection Systems that is less than 20 acres in Solar Land Coverage primarily used for on-site reduction in consumption of utility power or fuel. Larger Solar Land Coverage may be permitted if development of a commercial site requires more on-site electrical consumption than can be provided by a Solar Collection System covering 20 acres.
- 21.2.6.....Utility Solar:** A use of land that consists of one or more free-standing, ground mounted Solar Collection Systems that has a Solar Land Coverage between 20 and 100 acres.

21.3...Specific Solar System Requirements and Exemptions:

- 21.3.1.....**A fixed ground-mounted Residential Solar system shall not exceed 15 feet in height at any point. A tracking ground-mounted Residential Solar system shall not exceed 20 feet in height at any point. All ground mounted systems located in the front yard shall be reasonably screened from abutting residential properties/roads.
- 21.3.2.....**A ground mounted Solar Collection System that directly heats water or other liquid using sunlight shall not exceed 500 square feet solar land coverage.
- 21.3.3.....**Solar Roof Mount and Solar Carport Mount solar collection systems of any size are permitted in all zones without a conditional use permit.
- 21.3.4.....**Roof mounted solar collection systems shall be exempt from from building height limitations.
- 21.3.5.....**Ground-mounted solar collection systems shall not be considered part of the maximum required lot coverage limitations but shall comply with Article 4.7 Drainage System Requirements of the Town of Barrington Site Review Regulations.
- 21.3.6.....**Solar Collections Systems shall be installed so as not to create a glare hazard on roadways or excessive glare to abutting properties.
- 21.3.7.....**Noise generated by Solar Collection Systems shall comply with the Town of Barrington Noise Ordinance limits.

21.4...Additional Permitted Sites

The Town of Barrington may allow the siting of privately owned or operated solar collection systems on governmentally owned land under a lease arrangement.

21.5...Requirements for Granting a Conditional Use Permit (CUP)

- 21.5.1.....**CUPs are required as delineated in Table 1 of the Zoning Ordinance.
- 21.5.2.....**CUPs shall be assessed and approved per the criteria in Section 3.4 of the Zoning Ordinance using the information provided under this section.

21.5.3.....Required screening shall be maintained during the operative lifetime of the Solar Collection System.

21.5.4.....System Layout

21.5.4(1).....A detailed sketch or plan showing the installation area of the site.

21.5.4(2).....A detailed sketch of any land clearing or grading required for the installation and operation of the system.

21.5.4(3).....The location of all equipment to be installed on site including utility connection point(s) and equipment. To the maximum extent practical all wiring associated with the utility connection shall be underground.

21.5.4(4).....All equipment locations, except for utility connections, shall comply with the required setbacks.

21.5.5.....Equipment Specification

21.5.5(1).....All proposed equipment or specifications must be included with the application.

21.5.5(2).....Such information can be supplied via manufacturer’s specifications or through detailed description.

21.5.6.....Emergency Response

21.5.6(1).....Access to the site for emergency response shall be provided and detailed on the plan.

21.5.6(2).....A narrative or manual for Barrington Fire Department detailing response guidance and disconnection locations necessary for fire response.

21.5.6(3).....Additional industry guidance documents that provide information about safety procedures for specific equipment on site shall be provided as needed to insure adequate public safety.

21.5.7.....Natural Resource Impacts and Buffers

21.5.7(1).....Solar collection systems shall be visually screened through the preservation of existing vegetation or through a landscaped buffer.

21.5.7(2).....The buffering plan shall indicate the location, height and spacing for the existing vegetation to be preserved and areas where new planting will be required.

21.5.7(3).....All solar systems shall have a reasonable visual buffer from public ways and neighboring commercial/residential uses based on the viewsheds, contours of the land, and abutting land uses.

21.5.7(4).....Fencing shall be installed, if required, by the electric code or the utility. Additional security or fencing may be required if the location of the system presents a safety concern for abutting land uses.

21.5.7(5).....Agriculture Solar should minimize impacts to farmland activities and Prime

Farmland Soils (as defined and delineated by soil survey and definition of NH NRCS). Dual use arrangements (solar and farming activities) are encouraged where practical.

21.5.8.....Land Clearing

21.5.8(1).....Land clearing shall be limited to what is necessary for the installation and operation of the system and to insure sufficient all-season access to the solar resource given the topography of the land.

21.5.8(2).....Following construction, cleared land areas must be restored with native species that are consistent with the use of the site as a solar collection system (such as slow growth or low ground cover).

21.5.8(3).....Erosion control measures during construction shall be detailed as required.

21.5.9.....Glare

A statement detailing potential significant glare onto abutting structures and roadways estimating the interaction of sun to panel angle, time of year, and visibility locations.

21.5.10.....Noise

Estimates of any equipment noise on the site based on equipment specification materials (such as inverters or pumps).

21.6...Electrical/Plumbing Requirements

21.6.1.....Solar Collection Systems generating electricity shall be inspected by the Building Inspector as specified in the Electrical Permit, if required.

21.6.2.....Grid-tied systems shall file a copy of a final approved interconnection with the municipality prior to operation of the system.

21.6.3.....Thermal energy collection systems shall be inspected by the Building Inspector as specified in the Plumbing Permit, if required.

21.7...Abandonment

Ground mounted Solar Collection Systems greater than 500 square feet shall be deemed abandoned if operations have discontinued for greater than six months without written consent of the Town (such as for reasons beyond the control of the owner/operator). An abandoned system will be removed, and the site restored within six months of abandonment.

SECTION 13
TOWN OF CHARLESTOWN, NEW HAMPSHIRE
SOLAR ORDINANCE

SECTION 13.1 PURPOSE AND AUTHORITY

This solar collection system ordinance is enacted in accordance with RSA 674:17(l)(j) and the purposes outlined in RSA 672:1-III-a as amended. The purpose of this ordinance is to accommodate solar energy collection systems and distributed generation resources in appropriate locations, while protecting the public’s health, safety and welfare. The Town intends to facilitate the State and National goals of developing clean, safe, renewable energy resources in accordance with the enumerated polices of NH RSA 374-G and 362-F that include national security and economic and environmental sustainability. Consideration of the Town’s scenic views, historic properties, property values, and rural character will be used to minimize potential impacts.

SECTION 13.2 APPLICABILITY

No person shall, within the Town of Charlestown, build, erect, or install a solar collection system, without a building permit and, if required as detailed in Section 13.4 of this Ordinance, a Conditional Use Permit approved by the Planning Board. All provisions of the Site Plan Review Regulations shall apply, except where plainly inconsistent with this Ordinance. The Planning Board’s decisions shall be within the time frame set forth in RSA 676:4, l(c), and shall be in writing with reasons as set forth in RSA 676:3.

SECTION 13.3 DEFINITIONS

13.3.1 Terms

For the purpose of these solar regulations, in addition to the terms defined in this section, the meaning of terms used herein shall conform to the definitions found in the Charlestown Zoning Ordinance, Section 2 – Definitions, in the Charlestown Site Plan Review Regulations, Section 5 – Definitions, and in the Charlestown Subdivision Regulations. Where conflicts in definitions exist, the definitions contained herein shall take precedence.

13.3.2 Rated Nameplate Capacity

Maximum rated alternating current (“AC”) output of solar collection system based on the design output of the solar system.

13.3.3 Solar Land Coverage

The Solar Land Coverage is the land area that encompasses all components of the solar collection system including but not limited to mounting equipment, panels and ancillary components of the system. This definition does not include access roads or fencing and is not

to be interpreted as a measurement of impervious surface as it may be defined in this ordinance, nor does it imply the entirety of the legal parcel upon which the system is situated.

13.3.4 Solar Collection System

Includes all equipment required to harvest solar energy to generate electricity. The Solar Collection System includes storage devices, power conditioning equipment, transfer equipment, and parts related to the functioning of those items. Solar Collection Systems include only equipment up to (but not including) the stage that connection is made to the utility grid or site service point.

13.3.5 Roof Mount

A solar collection system that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with system which may be ground mounted. For purposes of calculating array sizes or solar land coverage under the solar definitions in this section, roof mounted portions shall not be included if the system is made up of both roof and ground mounted systems.

13.3.6 Ground Mount

A solar collection system and associated mounting hardware that is affixed to or placed upon (such as ballasted systems) the ground including but not limited to fixed, passive or active tracking racking systems.

13.3.7 Accessory Residential Solar

Any ground mounted or roof mounted solar collection system primarily for on-site residential (one or two dwelling units) use, and consisting of one or more free-standing, ground or roof mounted, solar arrays or modules, or solar related equipment, intended to primarily reduce on-site consumption of utility power and with a rated nameplate capacity of 10 kW AC or less and that is less than 500 square feet solar land coverage.

13.3.8 Small Commercial Solar

A use of land for commercial purposes, including multi-family dwellings of 3 or more units, that consists of one or more free-standing, ground mounted solar collection systems with nameplate capacity that is up to 100 kW AC and that is less than 1 acre of solar land coverage.

13.3.9 Accessory Agriculture Solar

Any ground mounted or roof mounted solar collection system designed to primarily reduce on-site consumption of utility power and with a rated nameplate capacity up to 1 MW AC in size and that is less than 5 acres in solar land coverage, provided the existing agricultural use is preserved at the time of installation.

13.3.10 Commercial Solar

A use of land that consists of one or more free-standing, ground mounted solar collection systems with a rated nameplate capacity above 100 kW AC and up to 1 MW AC and that is less than 5 acres in solar land coverage.

13.3.11 Large Commercial Solar

A use of land that consists of one or more free-standing, ground mounted solar collection systems with a rated nameplate capacity over 1 MW AC. In no case shall a Large Commercial Solar system exceed 150 acres in solar land coverage.

SECTION 13.4 USES

Solar collection systems shall comply with the following:

System Type	Zones A, A-1, A-2, B, C, G-1	Zones E, F-1, F-2, G-2
Accessory Residential Solar	P	P
Small Commercial Solar	CUP	CUP
Accessory Agricultural Solar	CUP	CUP
Commercial Solar	CUP	CUP
Large Commercial Solar	X	CUP

P = Use permitted by right with building permit.

CUP = Use permitted by Conditional Use Permit.

X = Use prohibited.

SECTION 13.5 SOLAR SYSTEM REQUIREMENTS AND EXEMPTIONS

13.5.1 Ground-mounted Systems

A ground-mounted Accessory Residential Solar system over 15 feet in height at any point may not be located between the primary structure and the street. All other ground mounted systems located between the primary structure and the street shall be screened from abutting residential properties.

Ground-mounted solar collection systems shall not be considered as part of the required lot coverage limitations and shall not be considered impervious surface.

13.5.2 Roof-mounted Systems

Roof Mounted solar collection systems of any size are permitted in all zones without a conditional use permit.

Roof mounted solar collection systems shall be exempt from building height limitations.

13.5.3 Municipal Systems

Municipal Systems: All solar collection systems for municipal use are exempt from land use regulations pursuant to NH RSA 674:54

SECTION 13.6 SOLAR CONDITIONAL USE PERMITS

13.6.1 Requirements for granting a Conditional Use Permit (CUP):

13.6.1.1 CUP Criteria

Standards of Review: Following a fully noticed public hearing on the proposed use, as regulated under section 5.5 of this ordinance the Planning Board may issue a Conditional Use Permit, if it finds, based on the information and testimony submitted with respect to the application, that:

- a. The use is specifically authorized by Section 13.4 as a conditional use;**
- b. The development in its proposed location will comply with all applicable requirements of the Site Plan Regulations not otherwise covered in this section, as well as specific conditions established by the Planning Board.**
- c. The use will not materially endanger the public health or safety;**
- d. Required screening shall be maintained during the operative lifetime of the Solar Collection System Conditional Use Permit.**
- e. In granting a conditional use permit pursuant to this section, the Planning Board may impose any reasonable conditions or restrictions deemed necessary to carry out the intended purpose of this ordinance.**

13.6.1.2 Site Plan Review Regulations Applicable

The specific requirements for a Conditional Use Permit shall pre-empt any similar requirement in the Site Plan Review Regulations.

13.6.1.3 System Layout. The Applicant shall submit the following to the Planning Board:

- a. A detailed sketch or plan showing the installation area of the site.**
- b. A detailed sketch of any land clearing or grading required for the installation and operation of the system.**
- c. The location of all equipment to be installed on site including utility connection point(s) and equipment. To the maximum extent practical all wiring associated with the utility connection shall be underground.**
- d. All equipment locations, except for utility connections, shall comply with required setbacks.**

13.6.1.4 Equipment Specifications

- a. All proposed equipment or specifications must be included with the application.**
- b. Such information can be supplied via manufacturer's specifications or**

through detailed description.

13.6.1.5 Emergency Response

- a. Access to the site for emergency response shall be provided and detailed on the plan.**
- b. A narrative or manual for municipal Fire Department detailing response guidance and disconnection locations necessary for fire response.**
- c. Additional industry guidance documents that provide information about safety procedures for specific equipment on site shall be provided as needed to insure adequate public safety.**
- d. Contact information for the solar collection system owner/operator shall be posted on site at the access way and provided and updated to the municipality.**

13.6.1.6 Natural Resource Impacts and Buffers

- a. Solar collection systems shall be visually screened through the preservation of existing vegetation or through a landscaped buffer in accordance with the following.**
 - i. Plan: The buffering plan shall indicate the location, height and spacing of existing vegetation to be preserved and areas where new planting will be required.**
 - ii. All solar systems shall have a reasonable visual buffer as required in the site plan review regulations (section 5.7.3 of this ordinance) from public ways and neighboring commercial/residential uses based on the viewsheds, contours of the land and abutting land uses.**
 - iii. The use of evergreens for screening is recommended. The use of existing or created topography is encouraged to reduce visual impacts.**
- b. Fencing shall be installed, if required, by the electric code or the utility. Additional security or fencing may be required if the location of the system presents a safety concern for abutting land uses.**
- c. Accessory Agriculture Solar shall minimize impacts to farmland activities and Prime Farmland Soils (as defined and delineated by soil survey and definition of NH NRCS).**
- d. Land Clearing**
 - i. Land clearing shall be limited to what is necessary for the installation and operation of the system and to insure sufficient all-season access to the solar resource given the**

topography of the land.

- ii. Following construction, cleared land areas must be restored with native species that are consistent with the use of the site as a solar collection system (such as slow growth or low ground cover).
 - iii. Erosion control measures during construction shall be detailed as required.
- e. **Additional Requirements for Large Commercial Solar:**
- i. A detailed pre-construction and post-construction plan identifying existing vegetation and areas to be cleared with specific identification of locations of buffer areas adjacent to neighboring uses and public ways.
 - ii. LC systems that disturb more than 10 acres of previously undisturbed land shall provide a natural resource inventory that details site conditions and habitat and mitigation efforts to reduce impacts to important species and habitat.
 - iii. Efforts and practices that can provide for a dual use of the site should be explored if feasible and encouraged where appropriate.
 - iv. The applicant shall demonstrate effective stormwater infiltration along with erosion control measures and soil stabilization.

13.6.1.7 Electrical Requirements.

- a. All systems not connected to the grid shall be approved by the Building Inspector, as required.
- b. Grid-tied systems shall file a copy of a final approved interconnection with the municipality prior to operation of the system.

13.6.1.8 Glare

- a. Applicant shall submit a statement detailing potential significant glare onto abutting structures and roadways estimating the interaction of sun to panel angle, time of year and visibility locations.
- b. Based on the above information, the Planning Board may require mitigation. Mitigation may include angle of panels, details on the anti-reflective nature of the panel coating or any additional specific screening to minimize resulting impacts.
- c. Mitigation through anti-reflective coatings shall have an index of refraction equal to or less than 1.30.

13.6.1.9 Noise

- a. Applicant shall submit estimates of any equipment noise on the site based on equipment specification materials (such as inverters).**
- b. Noise levels at the property line shall be in accordance with the municipal noise regulations in section 5.7.4 B of this ordinance.**

13.6.1.10 Setbacks

- a. Solar collection systems shall be considered structures and shall comply with building setback requirements from lot lines for the entire system – including the panels. Tracking systems shall have the setback measured from the point and time where the array is closest to the lot line. No portion of a system may cross into the setback.**

13.6.1.11 Stormwater

- a. Ground mounted systems that are required to secure a New Hampshire Department of Environmental Services Alteration of Terrain (AoT) Permit in accordance with NH RSA 485:17 shall secure such permit accordingly.**
 - i. The final Permit issued by NH DES shall be incorporated by reference into the final Town approval and shall be enforceable by the Town in accordance with this zoning ordinance.**
 - ii. No further local review of stormwater and erosion control shall be required where a project is required to secure the NH DES AoT Permit**
- b. Ground mounted systems not requiring NH DES AoT Permit. Where a ground mounted system does not require an AoT permit the following shall apply:**
 - i. Ground mounted systems that require land clearing and grubbing of mature forested cover larger than 1 acre, the proposed system shall include a management plan for stormwater.**
 - ii. Ground mounted systems where the solar land coverage area is larger than 1 acre and located on slopes of greater than 5% shall include a management plan for stormwater.**
- c. The stormwater management plan shall include the following.**
 - i. A stormwater study that shall take into account the nature of the solar panel installation and how the spacing, slope and row separation can enhance infiltration of stormwater. Percolation tests or site specific soil information may be**

provided to demonstrate recharge can be achieved without engineered solutions.

- ii. Additional information, if required, shall calculate potential for concentrated flows of runoff due to the panels, slope, soil type and the impacts of other true impervious areas (such as equipment pads and roadways).
- iii. The Planning Board may require that such plan be prepared by a civil engineer licensed in the State of New Hampshire.

d. Required for all systems:

- i. All ground mounted systems shall be constructed in accordance with Best Management Practices for erosion and sedimentation control during the pre-construction, construction and post-construction restoration period.
- ii. Post construction: For purposes of enhancing natural stormwater management, site conditions and plantings post-construction shall insure that areas of soil compaction have been restored to more natural conditions. Plantings shall be native species and are recommended to provide beneficial habitat to song birds, pollinators and/or foraging species in order to maintain a healthy surface and subsurface habitat that can attenuate stormwater on the site.

13.6.1.12 Lighting

- a. On site lighting shall be minimal and limited to access and safety requirements only. All lighting shall be downcast and shielded from abutting properties.

13.6.1.13 Buffer Plan

- a. As deemed appropriate, all applications shall submit a detailed buffering plan demonstrating how the proposed ground mounted solar installation will be incorporated into the local landscape so that effective screening is provided along public ways and from abutting views

13.6.1.14 Abandonment and Decommissioning

- a. Solar Collection Systems shall be deemed to be abandoned if operations have discontinued for more than 6 months without written consent of the municipality (such as for reasons beyond the control of the owner/operator). An abandoned system shall be removed and the site restored within 12 months of abandonment.
- b. Security for Removal – the Planning Board shall set the form and amount of security that represents the cost for removal and disposal of abandoned solar collection facilities in the event that a facility is abandoned and the

facility owner is unwilling or unable to remove the facility and restore the site in accordance with this section. The amount of the security shall be based upon the actual removal cost plus 15%, based on information provided by the applicant and certified by a professional civil or structural engineer, licensed in New Hampshire, every five years from the date of the Planning Board's approval of the plan. If the cost has increased more than fifteen percent, the owner of the facility shall provide additional security in the amount of the increase. Small Commercial solar systems shall be exempt from this section (b) and, Accessory Agricultural and Commercial solar systems shall be exempt from the requirement to review the cost every five years.

Section 13.7 Certification:

I hereby certify that the foregoing is a true copy of the Solar Ordinance, as approved by Charlestown voters at the Annual Town Meeting held on Tuesday, March 9, 2021.

Signed _____
Planning Board Chair

Received this _____ day of March, 2021.

_____ Seal
Susan Poland, Deputy Town Clerk

Revisions:
March 2021 - Small Commercial Change – Conditional Use Permit

PROPOSED CHANGES TO CITY OF PORTSMOUTH'S ZONING ORDINANCE

Proposed changes to the City of Portsmouth's Zoning Ordinance, specifically Article 6 Overlay Districts and Article 15 Definitions. The proposed new language is highlighted in red.

Article 6 Overlay Districts

10.612 Establishment of Overlay Districts

The following overlay districts are established:

Floodplain District	FP
Historic District	HD
Downtown Overlay District	DOD
Osprey Landing Overlay District	OL
Airport Approach Overlay District	AA
North End Incentive Overlay District ¹	NOD
West End Incentive Overlay District ¹	WOD
Highway Noise Overlay District	HNOD
Solar Power Overlay District	SPOD

10.613 Overlay District Locations

10.613.70 The Solar Power Overlay District (SPOD) is identified on the Zoning Map.

Section 10.680 Solar Power Overlay District

10.681 Establishment, Purpose, Applicability, and Permitted Uses

10.681.10 The Solar Power Overlay District (SPOD) is established to identify those land areas where solar farms are an appropriate use.

10.681.20 The purpose of the SPOD is to encourage the construction of solar farms.

10.681.30 Applicability: In regard to solar farms, the SPOD shall supersede the provisions of Section 10.440 Table of Uses.

10.681.40 Uses permitted: As depicted on the Zoning Map, solar farms are a permitted use within the SPOD.

Article 15 Definitions

Open space

Land area vertically open to the sky, free of all structures, parking area/lots, driveways and other uses which preclude attractive landscaping in such area. Open space shall be predominantly pervious, may be landscaped with lawn, trees, shrubs or other planting, and may include walks and terraces. For the purposes of this definition, water areas and solar panels are considered to constitute open space.

Solar Farm

A photovoltaic power station.

NOTE: The zoning map must also be adjusted to depict the proposed overlay district.

PARKING and TRAFFIC SAFETY COMMITTEE

ACTION SHEET

8:30 A.M. – October 3rd, 2024
Conference Room A

PRESENT: **Members:** Chairman Andrew Bagley, Public Works Director Peter Rice, Stephanie Casella Planning Department, Mark Syracuse, Mary Lou McElwain, Erica Wygonik, Dave Allen (alternate)

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">Middle Street, Voted to temporarily remove one space to the northeast of the intersection and mark the parking area with additional signage and paint, as well as any appropriate tree trimming via the City Arborist and to revisit the topic in six months, and to have staff install a temporary traffic camera to record any changes in behavior or perceived risk.

- **Roll Call**
- **Financial Report:** Voted to accept and place on file Financial Report dated August 31st, 2024.
- **Public Comment Session:** There were 7 speakers: Mark Adamy, Jessica Sears, Brian Ratay and Matthew Grocki spoke regarding traffic speed and volume concerns on Broad Street. Brent Schmitt and Hannah Giovannucci spoke regarding parking at the intersection of Middle Street and Cass Street, and James Robinson regarding traffic speed and volume concerns on Cate Street and the Bartlett Street intersection.
- **Broad Street, concerns regarding traffic speeds and volumes:** Voted to refer to staff for evaluation and a report back at a future meeting.
- **Bartlett Street, Cate Street, Hodgdon Way pedestrian and vehicular concerns:** Voted to refer to staff for evaluation and a report back at a future meeting.
- **Union Street, request to change traffic flow to one-way between State Street and Austin Street:** Voted to refer to staff for evaluation and a report back at a future meeting.
- **Middle Street, request to remove parking at intersection with Cass Street:** Voted to remove one space to the northeast of the intersection and mark the parking area with additional signage and paint, as well as any appropriate tree trimming via the City Arborist and to revisit the topic in six months, and to have staff install a temporary traffic camera to record any changes in behavior or perceived risk.
- **Hancock Street at Washington Street, request for all-way stop:** Voted to place the item on file.
- **Police monthly accident report:** Informational; no action required.

- **City road construction projects update:** Informational; no action required.
- **State legislation update, new RSA on seasonal speed limits:** Informational; no action required.
- **Coakley Connector Public Meeting:** Informational; no action required.
- **Parking Utilization Study Presentation:** Informational, no action required.

Respectfully submitted by: Eric Eby

PARKING and TRAFFIC SAFETY COMMITTEE
PORTSMOUTH, NEW HAMPSHIRE

CITY HALL CONFERENCE ROOM A
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the opportunity to join the meeting via
Zoom*

8:30 AM

October 3rd, 2024

AGENDA

I. CALL TO ORDER

Councilor Andrew Bagley called the meeting to order at 8:30 AM.

II. ATTENDANCE

Members Present:

Chairman Andrew Bagley
Public Works Director Peter Rice
Stephanie Casella, Planning Department
Erica Wygonik
Mark Syracuse
Mary Lou McElwain
Dave Allen (alternate) (Via Zoom)

Members Absent:

Deputy Police Chief Mike Maloney
Fire Chief William McQuillen

City Staff Present:

Parking Director Ben Fletcher
City Engineer – Parking, Transportation and Planning Eric Eby
Associate Engineer Tyler Reece

III. FINANCIAL REPORT

[00:05:19] Mark Syracuse moved to accept the financial report dated August 31st, 2024, seconded by Mary Lou McElwain. Motion carried 7-0.

IV. PUBLIC COMMENT (15 MINUTES)

[00:06:19] There were 7 speakers: Mark Adamy, Jessica Sears, Brian Ratay and Matthew Grocki spoke regarding traffic speed and volume concerns on Broad Street. Brent Schmitt and Hannah Giovannucci spoke regarding removing parking to improve sight lines at the intersection of Middle Street and Cass Street, and James Robinson spoke regarding traffic speed and volume concerns on Cate Street and the Bartlett Street intersection.

V. PRESENTATIONS

There were no presentations.

VI. NEW BUSINESS

(No public comment during Committee discussion without Committee approval.)

- A. [00:34:36] Broad Street, concerns regarding traffic speeds and volumes. Peter Rice moved to refer to staff for evaluation and a report back at a future meeting, seconded by Erica Wygonik. The motion passed on a roll call vote 7-0.
- B. [00:35:15] Bartlett Street, Cate Street, Hodgdon Way pedestrian and vehicular concerns, by residents. Mary Lou McElwain moved to refer to staff for evaluation and a report back at a future meeting, seconded by Erica Wygonik. The motion passed on a roll call vote 7-0.
- C. [00:35:42] Union Street, request to change traffic flow to one-way between State Street and Austin Street. Mary Lou McElwain moved to refer to staff for evaluation and a report back at a future meeting, seconded by Mark Syracuse. The motion passed on a roll call vote 7-0.

VII. OLD BUSINESS

- A. [00:36:54] Middle Street, request to remove parking at intersection with Cass Street, by resident. Transportation Engineer Eric Eby spoke regarding sight lines how they are determined and measured. Mark Syracuse moved to remove one space to the northeast of the intersection and mark the parking area with additional signage and paint, as well as any appropriate tree trimming via the City Arborist and to revisit the topic in six months. Peter Rice made a friendly amendment to additionally have staff install a temporary traffic camera to record any changes in behavior or perceived risk. Mary Lou McElwain seconded the motion, and the motion passed via a roll call vote 7-0.
- B. [00:47:53] Hancock Street at Washington Street, request for all-way stop. Peter Rice moved to place the item on file, seconded by Erica Wygonik. The motion passed via roll call vote 7-0.

VIII. INFORMATIONAL

- A. [00:49:29] Police monthly accident report
- B. [00:49:56] City road construction projects update
- C. [00:51:56] New State RSA on seasonal speed limits
- D. [00:53:21] Coakley Connector public meeting
- E. [00:55:06] Parking Utilization Study Presentation

IX. MISCELLANEOUS

[00:56:12] Mary Lou McElwain expressed concerns with 'yield to pedestrians' blank out sign at the Maplewood Avenue and Congress Street intersection and asked that the 'no turn on red' blank out sign at the Middle Street and State Street intersection be moved to a more visible location.

[00:58:28] Chairman Bagley nominated Erica Wygonik for the position of Committee Vice Chair. Mark Syracuse seconded the nomination, and the nomination passed 6-0 via a roll call vote, with Erica Wygonik abstaining from the vote.

X. ADJOURNMENT

Chairman Bagley adjourned the meeting at 9:29 AM.

Respectfully submitted,
Tyler Reece

PARKING and TRAFFIC SAFETY COMMITTEE

ACTION SHEET

8:30 A.M. – November 7th, 2024
Conference Room A

PRESENT: **Members:** Chairman Andrew Bagley, Public Works Director Peter Rice, Deputy Police Chief Mike Maloney, Fire Chief William McQuillen, Stephanie Casella Planning Department, Mark Syracuse, Mary Lou McElwain, Erica Wygonik, Dave Allen (alternate)

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">• Hanover Street at the One Hundred Club, voted to approve the annual renewal of the valet license for the One Hundred Club.

- Hanover Street at the One Hundred Club, voted to approve the annual renewal of the valet license for the One Hundred Club.

- **Roll Call**
- **Financial Report:** Voted to accept and place on file Financial Report dated September 30th, 2024.
- **Public Comment Session:** There was one speaker: Olari Lane, representing the four apartments at 306 Hanover Street, spoke to the desire for the re-implementation of a resident parking program for the Islington Creek neighborhood and the general confusion regarding the existing 'resident only' parking signs.
- **Hanover Street, request to renew annual valet license agreement for The One Hundred Club:** Voted to approve the annual renewal of the valet license for the One Hundred Club.
- **Marston Street, request to install STOP sign and NO PARKING HERE TO CORNER sign near intersection with South Street and to trim vegetation to improve sight lines at intersection:** Voted to approve the installation of stop sign and No Parking Here to Corner sign on Marston Street at the intersection with South Street, and to trim vegetation within city right of way to improve sight lines, with the understanding that any sign installation would be preceded by input from the legal department.
- **South Street, request for crosswalk at Rand Court:** Voted to refer to staff for evaluation and a report back at a future meeting.
- **Bartlett Street, Cate Street, Hodgdon Way pedestrian and vehicular concerns:** Voted to have City Staff report back to the Homeowners Association with site plan recommendations that could be taken to improve sight lines with regards to hedge trimming in addition to directional traffic changes at the driveway in question, and that City Staff have reviewed the situation and there are limited actions that the City can take to alleviate this issue.
- **Police monthly accident report:** Informational; no action required.

- **City road construction projects update**: Informational; no action required.
- **New sign design for private parking lots**: Informational; no action required.

Respectfully submitted by: Eric Eby

PARKING and TRAFFIC SAFETY COMMITTEE
PORTSMOUTH, NEW HAMPSHIRE

CITY HALL CONFERENCE ROOM A
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the opportunity to join the meeting via
Zoom*

8:30 AM

November 7th, 2024

AGENDA

I. CALL TO ORDER

Councilor Andrew Bagley called the meeting to order at 8:30 AM.

II. ATTENDANCE

Members Present:

Chairman Andrew Bagley
Public Works Director Peter Rice
Deputy Police Chief Mike Maloney
Stephanie Casella, Planning Department
Erica Wygonik
Mark Syracuse
Mary Lou McElwain
Dave Allen (alternate)

Fire Chief William McQuillen arrived at 8:39 AM

City Staff Present:

Parking Director Ben Fletcher
City Engineer – Parking, Transportation and Planning Eric Eby
Associate Engineer Tyler Reece

III. FINANCIAL REPORT

[00:03:57] Mark Syracuse moved to accept the financial report dated September 30th, 2024, seconded by Mary Lou McElwain. The motion passed unanimously.

IV. PUBLIC COMMENT (15 MINUTES)

[00:04:20] There was one speaker: Olari Lane, representing the four apartments at 306 Hanover Street, spoke to the desire for the re-implementation of a resident parking program for the Islington Creek neighborhood and the general confusion regarding the existing 'resident only' parking signs.

V. PRESENTATIONS

There were no presentations.

VI. NEW BUSINESS

(No public comment during Committee discussion without Committee approval.)

A. [00:10:34] Hanover Street, request to renew annual valet license agreement for The One

Hundred Club, by business owner. Peter Rice moved to approve the annual renewal of the valet license for the One Hundred Club. The motion passed unanimously, with Committee Chair Bagley recusing from the vote.

- B. [00:11:20] Marston Street, request to install STOP sign and NO PARKING HERE TO CORNER sign near intersection with South Street and to trim vegetation to improve sight lines at intersection, by resident. Erica Wygonik moved to approve the installation of stop sign and No Parking Here to Corner sign on Marston Street at the intersection with South Street, and to trim vegetation within city right of way to improve sight lines, with the understanding that any sign installation would be preceded by input from the legal department. The motion was seconded by Mary Lou McElwain. The motion passed 8-0, with Public Works Director Peter Rice recusing from the vote.
- C. [00:22:49] South Street, request for crosswalk at Rand Court, by resident. Mary Lou McElwain moved to refer to staff for evaluation and a report back at a future meeting, seconded by Dave Allen. The motion passed 9-0.

VII. OLD BUSINESS

- A. [00:26:02] Bartlett Street, Cate Street, Hodgdon Way pedestrian and vehicular concerns, by residents. City Engineer Eric Eby spoke regarding sight lines and traffic speeds on Cate Street, as well as pedestrian volumes at the Cate Street / Hodgdon Way intersection. Erica Wygonik moved to have City Staff report back to the Homeowners Association with site plan recommendations that could be taken to improve sight lines with regards to hedge trimming in addition to directional traffic changes at the driveway in question, and that City Staff have reviewed the situation and there are limited actions that the City can take to alleviate this issue. Mary Lou McElwain seconded the motion, which passed unanimously.

VIII. INFORMATIONAL

- A. [00:37:06] Police monthly accident report
- B. [00:38:01] City road construction projects update
- C. [00:51:56] New sign design for private parking lots

IX. MISCELLANEOUS

[00:49:56] Mary Lou McElwain commented that the speed feedback signs do not appear to be functional as often as they used to be. City Engineer Eric Eby explained that all the speed feedback signs in the City have been reprogrammed to only display a speed when vehicles exceed 5 MPH or more over the posted speed limit, to better target speeding drivers.

X. ADJOURNMENT

Chairman Bagley adjourned the meeting at 9:19 AM.

Respectfully submitted,
Tyler Reese
Associate Engineer, Department of Public Works

**LICENSE AGREEMENT
FOR THE ONE HUNDRED CLUB**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this non-exclusive, revocable license to The One Hundred Club with a principal place of business at 100 Market Street, Portsmouth, NH 03801 (hereinafter "Licensee") pursuant to the following terms and conditions:

1. **Area of License:** The City authorizes Licensee to use the loading zone on Hanover Street as shown on the attached Exhibit 1.
2. **Use:** Licensee may make use of the Licensed Area for the purpose of Licensee's parking valet service activities. Such activities are subject to the following conditions:
 - The hours of operation of the valet service are 5:00 p.m. to 12:00 a.m. Monday through Sunday.
 - No vehicles receiving valet services may be parked in municipal spaces (metered, garage or otherwise).
 - There shall be no stacking of vehicles in adjacent parking spaces.
 - This license is non-exclusive and the loading zone will remain available for commercial loading purposes and for such additional purposes as the City may authorize or license.
 - Licensee will represent clearly and consistently that it is a private company and that the municipality is not responsible for any damage or loss to vehicles or property.
3. **Signage:** This License Agreement also authorizes Licensee's use of the existing signage in place on Hanover Street as shown in Exhibit 1.
4. **Term:** This license shall commence upon the execution of this Agreement and terminate on June 30, 2025. This License may be renewed for an additional term upon the joint approval of the Parking and Traffic Safety Committee and the City Manager.
5. **Payment Terms:** Licensee will make payment of an annual fee to the City in the amount of \$ 1,500 which represents the cost of the valet parking permit fee. No other payment is required. Payment is due upon the execution of this Agreement and shall be made to the City of

Portsmouth and directed to the City Parking Clerk at 1 Junkins Avenue, Portsmouth, NH. Failure to make the required payment when due may result in the termination of this Agreement at the City's option.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall name the City of Portsmouth as an additional insured. Licensee agrees to maintain Garage Keepers insurance in the amount of \$100,000 per occurrence for the term of this Agreement. Certificates indicating the existence of these insurances shall be maintained on file at all times during the license period with the Parking and Transportation Division of the City of Portsmouth Public Works Department.
8. **Maintenance of Area:** Licensee will maintain the Licensed Area in neat and orderly fashion during Licensee's hours of use. The Licensee shall take such measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas for its valet service.
9. **Damage:** Licensee agrees to take reasonable steps to remedy promptly any damage to the Licensed Area caused by the Licensee's activities. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance With Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this Agreement on 72 hours written notice provided to Licensee if the public interest requires such termination, in which case all fees paid by Licensee shall be returned on a pro-rata basis. This Agreement may be revoked or suspended immediately without notice by the City for cause, e.g. violation of the terms of this license, in which case, all fees paid by Licensee shall remain the property of the City.

Dated this _____ day of _____, 2024.

City of Portsmouth

By: _____

Karen Conard
City Manager

Pursuant to vote of the City Council
of November 18, 2024

Dated this _____ day of _____, 2024.

The One Hundred Club

By: _____

Print Name: _____

Its Duly Authorized: _____

NOT A CITY LOT

OPERATED PRIVATELY BY:

OPERATOR NAME

P



HOURS and RATES:
Variable, See Kiosk

New Hampshire State Library Moose Plate Grant

Grantee: City of Portsmouth

Grant Period: 2024-25

Exhibit A
Special Provisions

There are no additional or special provisions.

Exhibit B
Scope of Work

OBLIGATION OF THE GRANTEE: The Grantee agrees to abide by the limitations, conditions, and procedures outlined herein and to perform grant activities as outlined in its grant application and project budget. **Specifically, Portsmouth will preserve, microfilm, and digitize three books of tax records dated 1912-1915.** If appropriated funds for this grant program are reduced or terminated (including a reduction by the NH Conservation License Plate Advisory Committee), all payments under this grant may cease. That determination rests within the sole discretion of the Commissioner of Natural and Cultural Resources.

ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested.

"This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Natural and Cultural Resources."

FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by December 31, 2025. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Natural and Cultural Resources.

Exhibit C
Payment Terms

GRANT AMOUNT: Total granted amount shall not exceed **\$8,9950**

PAYMENT: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports and approval by the Governor and Executive Council.

Grantee Initials: _____

Date: _____

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name DNCR – NH State Library		1.2. State Agency Address 20 Park St. Concord NH 03301	
1.3. Grantee Name City of Portsmouth		1.4. Grantee Address Finance Dept. 1 Junkins Ave. Portsmouth, NH 03801	
1.5 Grantee Phone # 603-610-7356	1.6. Account Number 34050000-073-509074	1.7. Completion Date 12-31-2025	1.8. Grant Limitation \$8,999.50
1.9. Grant Officer for State Agency Charles Shipman		1.10. State Agency Telephone Number 603-271-3302	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

Grantee Initials _____

0. REA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
2. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL.
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. DATA: RETENTION OF DATA: ACCESS.
As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 3.

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
3. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Municipality Certification of Authority

I, _____ (Name), hereby **certify/attest** that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 ____, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby **certify** that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 ____. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____

ATTEST: _____
(Secretary/Clerk Signature Completing this Certificate)

Gift and Donation Submission Form

Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.

Date:	November 5, 2024
Department/ Contact Person:	Suzanne Woodland, Deputy City Manager Susan Sterry, Historic Cemetery Com. Co-Chair
Donation Amount:	\$200.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Yes. Fund 13 Miscellaneous Grants

Is there a particular purpose intended with this donation:

Continue to support maintenance of historic cemeteries (in particular Cotton) and the work of the Cemetery Committee.

Other Information/Special Conditions:

Check was dropped off at the Tax Collector's office with a handwritten note as to its purpose.

Donor Information

First & Last Name:	Joe Porter
Business Name:	
Address*:	2358 Riverside Ave, #702 Jacksonville, FL 32204
Phone*:	
Email*:	404-983-8424 jtporter@earthlink.net

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk () indicates it will not be publicly distributed.*

City of
Portsmouth
Department of Public Works



MEMORANDUM

TO: Karen Conard, City Manager

CC: Peter Rice, Director of Public Works

FROM: Albert Pratt, Water Resources Manager

DATE: November 1, 2024

SUBJECT: Water Supply Capacity

The capacity of water supply sources can be evaluated in two ways: one in terms of long-term sustainability which is related to aquifer and reservoir recharge and aquifer/watershed storage characteristics, and the other in terms of short-term production potential which is associated with the ability to maximize pumping and treatment processes to meet high demand periods.

The long-term “safe-yield” or sustainable capacity estimates of the supply sources are based on pumping tests, long-term pumping data and water level trends, and hydrogeological studies. Annual sustainable capacity estimates assume typical annual rainfall amounts and calculated estimates of aquifer and reservoir recharge. Since these parameters are variable, the long-term sustainable capacity of the supply sources are estimates that are used as a reference point. Ongoing monitoring of aquifer dynamics allows for long-term trending and adjustment of source sustainability with respect to variations in weather and pumping conditions.

Short-term yield potential is based on the production capacity of the supply sources and treatment systems. During high-demand periods, typically between June and August, the water supply capacity is dependent upon the physical ability for supply sources to produce enough water to meet the short-term demand. These high-demand periods are generally driven by irrigation and facility cooling water needs. Each supply source has a maximum capacity based on pump sizes, well and aquifer efficiency, and treatment system capacity.

Portsmouth Water System

The sustainable capacity of the Portsmouth Water System supply sources is estimated as 4.6 million gallons per day (MGD) on an annual basis. This is derived with sustainable yield estimates from the Bellamy Reservoir, the Madbury wellfield (four wells), two supply wells in Portsmouth (Portsmouth Well #1 and Collins Well), and the Greenland Well. Over the past ten years the amount of water provided from these sources has averaged 3.5 MGD (76% of the sustainable capacity). Inversely, this equates to a residual sustainable capacity of 24%, on average. The percentage of sustainable capacity utilized to meet water demand has ranged from 86% in 2015 when the Portsmouth supply was needed to supplement the capacity lost in the Pease Tradeport System due to PFAS contamination, to 63% of the sustainable capacity in 2023.

To meet short-term high-demand periods, the Portsmouth System supply sources have a combined maximum capacity of approximately 7.2 MGD with all sources in full operation. In the past ten years, maximum daily water demand in the system has ranged between 4.4 MGD in 2023 and 6.6 MGD in 2015. The peak demands have trended lower in recent years. Generally average summer water demand in the Portsmouth system is about 40% higher than water demand over the remainder of the year.

Pease Tradeport Water System

The sustainable capacity of the Pease Tradeport Water System supply sources is estimated as 1.2 MGD on an annual basis. This is based on sustainable yield estimates from the Haven Well, Harrison Well and Smith Well. The Pease Tradeport water supplies have produced 0.56 MGD on average over the past two years since Haven Well has been back online and water is no longer supplemented from Portsmouth. Over the past ten years the average daily water demand in the Pease Tradeport has been 0.57 MGD. This average usage is approximately 48% of the sustainable water source capacity.

The Pease Tradeport Water System supply sources have a combined maximum capacity of approximately 1.6 MGD. The maximum daily water demand has ranged between 1.1 MGD and 1.5 MGD over the past ten years. Peak summer demand in the Pease system has been approximately 71% higher than the other seasons primarily due to the increased demand for irrigation water.

In summary, the City reviews residential and commercial development through the Technical Advisory Committee process and will continue to proactively evaluate the capacity needs and potential for water system impacts for each project.

City of Portsmouth

Department of Public Works



MEMORANDUM

TO: Karen Conard, City Manager
Suzanne Woodland, Deputy City Manager

FROM: Erich Fiedler, City Engineer
Peter Rice, Public Works Director

DATE: 11/5/24

SUBJECT: Wastewater Treatment Capacity

The City of Portsmouth treats flows from approximately 6,800 wastewater service connections at two (2) wastewater treatment facilities (WWTF), Pease WWTF and Peirce Island WWTF. Pease WWTF has a treatment capacity of 1.2 million gallons per day (MGD) average daily flow and Peirce Island WWTF has a treatment capacity of 6.13 MGD average daily flow. In 2024, Pease WWTF averaged 0.73 MGD and Peirce Island WWTF averaged 4.55 MGD.

Pease WWTF

The Pease WWTF capacity needs are driven by significant industrial customers and long-term development needs at Pease Tradeport. In 2024, the facility is operating at approximately 61% of design treatment capacity on an average daily basis. The City is in the process of a rehabilitation project to replace degraded equipment and ensure reliable operations at the Pease WWTF and continue to meet the wastewater needs at the Pease Tradeport.

Peirce Island WWTF

The Peirce Island WWTF capacity needs are driven by residential and light commercial customers, as well as combined stormwater and groundwater inputs. In 2024, the facility is operating at 74% of design treatment capacity on an average daily basis. The average flows to the facility have decreased 15% since the 2008-2012 planning period. These data are aligned with the trends in potable water consumption and well as anticipated reductions in wastewater flows due to combined sewer piping removal projects and aged piping replacements.

The Peirce Island WWTF includes treatment capacity provisions for approximately 16% growth in average day flows and mass loadings for the 2012 to 2032 planning horizon. The City anticipates that the growth projections for the Peirce Island WWTF are likely conservative and overestimate the needs through the planning horizon due to wastewater flow decreases in the collection system.

As residential and commercial development continues, the City will continue to track flows and performance at the WWTF's. The City reviews residential and commercial development through the Technical Advisory Committee process and will continue to proactively evaluate the capacity needs and potential for wastewater treatment impacts for each project. Additionally, the City continues to construct sewer separation projects and replace aging and leaky sewer piping. These on-going projects will continue to decrease inflow and infiltration and stormwater runoff to the WWTF's.

The Pease WWTF and Pierce Island WWTF continue to have excellent wastewater treatment performance and the City anticipates the ability to treat required flows for the extended planning horizon.