

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, JUNE 17, 2024 TIME: 7:00PM

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

https://us06web.zoom.us/webinar/register/WN_E49uOpb2QaafQ_6MITxwQ

5:30 PM – Anticipated Non-Public Session is being held in Conference Room A

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

AGENDA

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

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

- VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

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

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

Public Hearing – Home Occupation Ordinance

- A. Public Hearing/Second Reading on Proposed Ordinance amending Chapter 10, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability, Regarding Home Occupation
 - **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

(Sample motion – move to pass second reading of the proposed zoning amendments regarding home occupation, and schedule a third and final reading at the July 15, 2024 City Council meeting)

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager's Items Which Require Action:

1. Extension of Temporary Construction License for EightKph, LLC at 70 Maplewood Avenue
2. Lease Extension for Community Campus Tenants
3. Request for Public Hearing Regarding Various Bonding Resolutions for Projects to Begin in FY25
4. FY24 Bond Rescinding Resolution
5. *Five-Year Agreement to Acquire Tasers, Body Cameras, and Subscription Service to Support and Manage the Equipment and Video
6. Street Naming for 105 Bartlett Street
7. Request to Donate Police Crown Victoria Vehicle
8. Request for First Reading for Annual Omnibus Ordinance, Amending Chapter 7, Vehicles, Traffic and Parking
9. Request to Schedule Public Hearing to Consider Cable Television Franchise Renewal

XII. CONSENT AGENDA

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

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Letter from Mark McNabb, One Market Square, LLC regarding Haven Court Changes (***Sample motion – move to refer the letter from One Market Square, LLC dated June 11, 2024 and the proposed land transfers described in that letter to the Planning Board for a report back***)
- C. Letter from Marie Bodi, McNabb Properties, Ltd., regarding Fees for Outside Tables and Chairs (***Sample motion – 1) move to waive the sidewalk encumbrance fees for 63 tables and 186 chairs for McNabb Properties, Ltd. For the City sidewalk adjacent to 60 Penhallow Street for 2024 or 2) move to place the letter on file***)

XIV. MAYOR McEACHERN

1. Appointment to be Considered:
 - Appointment of Andrew Samonas as the Planning Board Representative to the Housing Committee
 - Appointment of Mary Carey Foley to the Mayor's Blue Ribbon Sister City Committee
 - Appointment of Robert F. Conard, Jr., to the Mayor's Blue Ribbon Sister City Committee
2. *Appointment to be Voted:
 - Appointment of Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee (***Sample motion – move to appoint Robert Sullivan to the Mayor's Blue Ribbon Sister City Committee***)

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK & COUNCILOR MOREAU

1. *Historic Preservationist Review (***Sample motion – move to request a report back by July 15th from a Historic Preservationist with experience in energy efficiency measures in historic districts on the impact the proposed changes on solar panel review to the Historic District Commission ordinance could have on the integrity of the Portsmouth Historic District and the Downtown National Register District***)

XVI. APPROVAL OF GRANTS/DONATIONS

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

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. *Community Policing Facility Update
2. *Pease Development Authority (PDA) Board of Directors Meeting Update
3. *Status of Sherburne Property RFQ
4. *Status of South Meeting House RFP

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**

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, MAY 6, 2024

PORTSMOUTH, NH
TIME: 7:00PM

III. CALL TO ORDER

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

IV. ROLL CALL

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

V. INVOCATION

Mayor McEachern asked everyone to join in a moment of silent prayer.

VI. PLEDGE OF ALLEGIANCE

Mayor McEachern led in the Pledge of Allegiance to the Flag.

TEACHER'S APPRECIATION WEEK

Mayor McEachern extended his heartfelt gratitude to the teachers in recognition of all the work they do for our youth with this being Teacher's Appreciation Week.

NATIONAL POLICE WEEK

Mayor McEachern expressed his sincere appreciation during this National Police Week for all the sacrifices police officers make to keep us safe. He also thanked our own police department for their efforts in educating the community and making it safer for those who serve and for all of us.

NATIONAL BIKE MONTH

Mayor McEachern recognized May as National Bike Month and thanked all of those who participated in the Mayor's Ride on Sunday, May 5th.

PROCLAMATION

1. POET LAUREATE

Mayor McEachern declared Lauren WB Vermette as Portsmouth Poet Laureate for a two-year term. He urged all Portsmouth citizens to get to know the work of our Portsmouth and New Hampshire poets, and to explore poetry in all its wonder and for the enjoyment, inspiration, insight, and encouragement that poetry affords.

VII. ACCEPTANCE OF MINUTES – APRIL 15, 2024

Councilor Moreau moved to approve and accept the minutes of the April 15, 2024, City Council meeting. Seconded by Councilor Bagley and voted. Councilor Lombardi recused from the vote due to being absent from the meeting.

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. Recognition of Renewable Solar Energy Proposals from Portsmouth Middle School 8th Graders:
 - Wyatt Howard Baker & Benjamin Fischer
 - Jasmine Parker & Jessica Schickling
 - Sara Edwards & Abby Craig
 - Lorelei Foster & Elizabeth Tremblay
 - Brandon Ganev & Charlie Ruedig
 - Thea Hartley
 - Madison Whitaker & Lily O'Donoghue
 - Ella Wiseman & Lucille Rhinesmith
 - Hannah Williams & Anya Pettigrew

Mayor McEachern and the City Council recognized each project and the students for putting together these outstanding proposals regarding Renewable Solar Energy.

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

Cynthia Harriman spoke regarding the preservation of the historic district. She said we can have both preservation and solar panels. She urged the City Council and the Historic District Commission to keep in mind aesthetic when allowing solar panels in this area of the city.

Kerry Vautrot said solar and preservation can co-exist. She suggested postponing first reading until June 3, 2023.

Stephanie Campbell requested the City Council to accept the donation for a memorial plaque in honor of Joan Christy to be placed at the base of an existing tree at the library. She spoke to Joan's exceptional work when she served as the City's Librarian.

Sue Polidura said we need to preserve the historic district and removing the Historic District Commission from the approval process would be harmful to the city.

Christina Lusky said the city is a distinctive destination and the historic district is a key component of the city. She stated the City Council should not take away the Historic District Commission decision approval over solar panels. She said solar panels could distract from historic buildings and the city needs to be mindful of that.

Petra Huda said the 8th graders had great proposals for renewable solar energy. She spoke against the visibility of solar panels in the Historic District Commission and the importance to hold on to what keeps us unique.

Paige Trace said it is important for the city to listen to what people are asking for and remember to protect the city, which you took as part of your oath to be a member of the City Council.

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

First Reading of Ordinance:

- A. First Reading of Ordinance amending Chapter 10, Article 6, Section 10.633.20 by adding a new numbered paragraph 28 “Solar Energy Panels flush mounted to rooftops of existing structures which do not require other alterations to existing structures” and by adding a new numbered paragraph 29 “Accessory Elements to Solar Energy Panels which do not require other alterations to existing structures”

Councilor Denton moved to pass first reading and schedule a public hearing and second reading regarding Solar Energy Panel amendments to Chapter 10, Article 6, Section 10.633.20, as presented on June 3, 2024. Seconded by Councilor Bagley.

Councilor Denton spoke to the natural progression of the ordinance process.

Councilor Blalock moved to amend paragraph 28 to add the phrase “made of materials other than slate or wood” after the word “rooftop”, so the paragraph would now read:

- 28) *Solar Energy Panels flush mounted to rooftops made of materials other than slate or wood of existing structures which do not require other alternations to existing structures.***

Second by Councilor Denton.

Councilor Blalock spoke regarding the work the Historic District Commission has done regarding guidelines for solar energy panels. He said his amendment makes it more subjective. He stated that the Historic District Commission was created for preservation and solar panels are not a permanent change.

Councilor Moreau said she is against the motion because the City Council voted for the Historic District Commission and Planning Board to bring forward recommendations.

Councilor Moreau moved to suspend the rules to bring forward Item XV. D.1. – Update from Planning Board regarding Revised Solar Amendments. Seconded by Councilor Denton and voted.

Councilor Moreau spoke to the change of solar panel not being visible in the public way.

HDC Chair Ruedig and Planning Board Chair Chellman provided a report on the regulations and requirements for solar panels. Discussion followed with the Council regarding this matter. They announced that there will be a public hearing by the Planning Board on this matter at their May 16th meeting and would like the opportunity to report back to the Council with their findings before the Council holds their public hearing and second reading of the ordinance.

On a roll call 5-4, voted to pass to amend paragraph 28 to add the phrase “made of materials other than slate or wood” after the word “rooftop”, so the paragraph would now read:

28) Solar Energy Panels flush mounted to rooftops made of materials other than slate or wood of existing structures which do not require other alterations to existing structures. Councilors Tabor, Denton, Blalock, Bagley and Mayor McEachern voted in favor. Assistant Mayor Kelley, Councilors Cook, Moreau and Lombardi voted opposed.

Councilor Denton moved to postpone first reading of the ordinance as amended until the June 3, 2024 City Council meeting. Seconded by Councilor Blalock and voted.

Mayor McEachern called a brief recess at 9:25 p.m. At 9:35 p.m., Mayor McEachern called the meeting back to order.

Assistant Mayor Kelley moved to suspend the rules to bring forward XVI. – Approval of Grants/Donations. Seconded by Councilor Bagley and voted.

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Donation from the Portsmouth Garden Club to the Senior Activity Center for a Memorial Garden - \$800.00

Councilor Cook moved to approve and accept the donation as presented. Seconded by Assistant Mayor Kelley and voted.

- B. Acceptance of Memorial Bench in Honor of James Marchese

Councilor Lombardi moved to accept the donation of a memorial bench in honor of James Marchese to be placed on Peirce Island. Seconded by Councilor Tabor and voted.

- C. Acceptance of Memorial Plaque in Honor of Joan Christy

Councilor Blalock moved to accept the donation of a memorial plaque in honor of former City Librarian Joan Christy to be placed at the base of an existing tree at the library. Seconded by Councilor Denton and voted.

- D. Acceptance of Donation from the National Society of the Colonial Dames of America - \$2,500.00

Councilor Moreau moved to approve and accept the donation as presented. Seconded by Councilor Cook and voted.

Public Hearing/Second Reading of Ordinance:

- B. Public Hearing/Second Reading of Ordinance amending Chapter 10, Zoning Ordinance – Electric Vehicle Charging Stations, Article 4, Zoning District and Use Regulations, Section 10.440, Table of Uses, Sections 11.20, 11.21, 19.60 and 19.70, Article 8, Supplemental Use Standards, Section 10.810 and Section 10.843, Article 11, Site Development Standards, Sections 10.1112.20 and 10.1112.32 and Article 15, Definitions, Section 10.1530, Terms of General Applicability

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

Planning Manager Stith spoke to current regulations by special exemptions. He stated the Planning Board reviewed amendments and took a broader approach.

Mayor McEachern read the legal notice, declared the public hearing open and called for speakers. With no speakers, Mayor McEachern closed the public hearing.

Councilor Denton moved to pass second reading and schedule a third and final reading at the May 20, 2024 City Council meeting. Seconded by Councilor Tabor and voted.

Councilor Denton moved to suspend the rules to bring forward third and final reading of the ordinance. Seconded by Councilor Cook and voted.

Councilor Denton moved to pass third and final reading of the ordinance. Seconded by Councilor Blalock and voted.

XI. CITY MANGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Planning Board Recommendation on Home Occupation Amendments

City Manager Conard spoke to the amendments for Home Occupation.

Assistant Mayor Kelley moved to schedule first reading of the proposed zoning amendments regarding home occupation at the May 20, 2024 City Council meeting. Seconded by Councilor Cook.

Councilor Moreau said that the Planning Board did a good job on this amendment.

Councilor Cook thanked the Planning Board for this change and said residents are pleased that we are moving forward with this request.

Motion passed.

2. Second Report Back on Request for Water Taxi

Councilor Tabor moved to permit Mr. Comeau's water taxi service to drop off and pick up passengers only at the Robert P. Sullivan Boat Launch at Peirce Island, and to grant the City Manager authority to negotiate a License Agreement for this request. Seconded by Councilor Denton.

Assistant Mayor Kelley said within the license agreement, insurance would be required. City Attorney Morrell said we would ask Primex what they would require for insurance.

Motion passed.

3. Request to Schedule Community Policing Facility Work Session

Councilor Lombardi moved to schedule a work session regarding the Community Policing Facility on May 20th at 6:00 p.m. Seconded by Councilor Cook and voted.

XII. CONSENT AGENDA

- A. Request from Jordan Cashman, Sage, to install a Projecting Sign at 33 Deer Street Unit 3A (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)
Planning Director's Stipulations:
 - ***The license shall be approved by the Legal Department as to content and form;***
 - ***Any removal or relocation of projecting sign, for any reason, shall be done at to the City; and***
 - ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***
- B. Letter from Nancy Cassidy, Piscataqua Maritime Commission, requesting permission to hold the Sail Portsmouth Tall Ship Event, Friday July 26th through Sunday, July 28th (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- C. Letter from Alan Ammann, St. John's Lodge, requesting permission to hold the annual St. John's Parade, on Sunday, June 23, 2024 at 8:50 a.m. (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- D. Letter from Jonathan Day, Portsmouth Halloween Parade, requesting permission to hold the 29th Portsmouth Halloween Parade on Thursday, October 31, 2024 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

Assistant Mayor Kelley moved to adopt the Consent Agenda. Seconded by Councilor Blalock and voted.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence

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

- B. Letter from Katie Ross, Pure Barre Portsmouth, requesting permission to hold a Silent Yoga Class at Prescott Park on Friday, June 21, 2024 at 6:00 a.m.

Councilor Lombardi moved to refer to the City Manager with Authority to Act. Seconded by Councilor Tabor and voted.

- C. Letter from Jean Eno, Bucovina Cuisines, requesting the waiving of fees and grant Chef Oksana Karcha permission to sell food on Pleasant Street to raise funds for Ukraine on the four dates: May 19th, June 16th, July 14th, and August 25th from 3:00 p.m. – 6:00 p.m.

Councilor Moreau moved to refer to the City Manager with Authority to Act. Seconded by Assistant Mayor Kelley.

City Attorney Morrell said that funds collected for the Ukraine would be through a non-profit organization.

Assistant Mayor Kelley requested a report back on the number of Truck and Street Vendors the city currently has licensed.

Motion passed.

- D. Letter from Herbert & Jeannette Lloyd requesting a Landscape License Agreement for the maintenance of city-owned property located at 5 Ruth Street

Councilor Denton moved to refer to the City Manager with Authority to Act. Seconded by Councilor Blalock and voted.

- E. Letter from Elizabeth Bratter regarding Gateway Zoning

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

XIV. MAYOR McEACHERN

1. Letter to SAU 52 Communities regarding workforce housing

Mayor McEachern reported to the Council that he sent this letter to the Town of Greenland, Town of New Castle, Town of Newington, and Town of Rye regarding workforce housing.

2. Appointments to be Considered:
- Reappointment of Luis Rodriguez to the Cable and Broadband Internet Commission
 - Reappointment of Stewart Sheppard to the Conservation Commission
 - Reappointment of Daniel Brown to the Historic District Commission
 - Reappointment of Michael Griffin to the Trees & Public Greenery
 - Reappointment of Dennis Souto to the Trees & Public Greenery

The City Council considered the reappointments to be voted upon at the May 20, 2024 City Council meeting.

3. Blue Ribbon Committee Appointments to be Voted:
 - Christian Berling to the Citywide Neighborhood Committee until December 31, 2025
 - William Gatchell to the Citywide Neighborhood Committee until December 31, 2025
 - Kenneth Hale to the Citywide Neighborhood Committee until December 31, 2025
 - Colleen Ovecka to the Citywide Neighborhood Committee until December 31, 2025
 - Chuck Raye to the Citywide Neighborhood Committee until December 31, 2025
 - Peter Somssich to the Citywide Neighborhood Committee until December 31, 2025
 - Ben VanCamp to the Sister Cities Blue Ribbon Committee until December 31, 2025

Councilor Tabor moved the appointments as outlined above. Seconded by Councilor Bagley and voted.

4. Appointment to be Voted:
 - Anthony Coviello as a Regular member of the Planning Board

Councilor Cook moved to appoint Anthony Coviello as a Regular member of the Planning Board until December 31, 2024 filling the unexpired term of Jane Begala. Seconded by Assistant Mayor Kelley and voted.

5. Acceptance of Resignation
 - Aubrey Gewehr from the Sustainability Committee

Councilor Denton moved to accept the resignation of Aubrey Gewehr with regret and to send a letter of thanks for his service to the Sustainability Committee. Seconded by Councilor Blalock.

Councilor Cook and Councilor Blalock thanked Aubrey for his work on the Sustainability Committee.

Motion passed.

XV. CITY COUNCIL MEMBERS

A. COUNCILOR TABOR

1. Energy Advisory Committee Update

Councilor Tabor provided an update on the Energy Advisory Committee. He reported that the Solar workgroup is working on three work areas:

- Education and networking: educating the community about the benefits of residential solar and learning from those who've succeeded.
- Identify barriers and disincentives and make recommendations to the City Council to remove them.
- Build a pipeline of municipal solar or other renewable projects to reduce carbon and cost for taxpayers.

The second group has been researching federal “Energy Efficiency Block Grants” which flow from the Biden administration’s Inflation Reduction Act. The state will distribute \$49,999,999 for weatherization, public transportation, improving energy efficiency at water treatment plants, waste reduction, diversion and recycling and other measures.

The Solar workgroup of the PEAC hopes to present a proposal to the City Council for a no cost feasibility study of wind, solar and other “behind the meter” renewable energy solutions for Pease and Peirce Island wastewater treatment plants.

The Community Power Coalition of New Hampshire has hired a full-time local projects director and is negotiating Power Purchase Agreements with local solar and hydro generators.

B. COUNCILOR DENTON

1. Mojalaki Holdings v. City of Franklin

Councilor Denton explained this case involved the matter of installing solar panels and thought it would be of interest to the Council.

XVII. CITY MANAGER’S INFORMATIONAL ITEMS

1. Update on Community Policing Facility

Public Works Director Rice said at the work session scheduled for May 20th at 6:00 p.m. there will be a discussion of where we are at and what direction the Council would like to see moving forward. He stated that cost figures would be refined, updated, and a 3-D dimensional drawing would be provided for a vision from a massing standpoint.

2. Sherburne Property Disposition

City Manager Conard reported that staff is working to draft a Request for Qualifications (RFQ) to solicit from qualified parties their credentials for the development of permanent below market rate housing specific to the Sherburne School property. She stated the RFQ will include additional language that considers inclusion of other uses which would provide a demonstrated community benefit.

3. Report Back on Historic Grants

City Manager Conard stated that staff will provide a verbal update relative to Councilor Cook’s inquiry from the March 18th City Council meeting.

4. Update on Tax Deeded Properties from the Legal Department

City Manager Conard announced that the Court issued an order staying the litigation until May 6, 2024 to provide Appledore Associates LLC an opportunity to register with the Secretary of State’s office. She said the Legal Department recommends the City Council avoid taking up this matter until such time as the stay is lifted by the court.

5. PDA Board Meeting Update

City Manager Conard highlighted what took place at the recent PDA meeting. She reported that operating expenses are down. She said the PDA has a CIP of \$67,000,000.00 with no outstanding bonds or debt. She said the patio covering went up and is open with all golf leagues playing at the end of April. The airport remains viable for federal funding due to increases in flights.

6. Hillside/Greenleaf Sidewalks (Not on agenda)

City Manager Conard reported funding is in the CIP and we are working on interim steps. She said that survey, design, and easement securements would need to come along. She advised that Trees and Greenery will be removing a tree that would allow for passage along a greenery area for pedestrians.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

Councilor Moreau reported that the Rockingham Planning Commission will be bringing her name forward for Chair of the Commission at their annual June 12th meeting.

XIX. ADJOURNMENT

At 10:25 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Bagley and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

SPECIAL CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, MAY 13, 2024

PORTSMOUTH, NH
TIME: 6:00PM

I. CALL TO ORDER

Mayor McEachern called the meeting to order at 6:00 p.m.

II. ROLL CALL

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

III. PRESENTATION OF FY25 BUDGET – KAREN CONARD, CITY MANAGER AND ANDREW PURGIEL, DEPUTY FINANCE DIRECTOR

IV. PUBLIC HEARING

A. PROPOSED FY JULY 1, 2024 THROUGH JUNE 30, 2025 BUDGET

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

Esther Kennedy – first spoke on behalf of Christine Luskey who could not attend, stating that she has concerns with the budget as presented. Secondly, she addressed affordable housing stating that we need affordable taxes to achieve affordable housing as any increases are passed on to tenants. She stated that there are increases in positions, water and sewer rates which all have an impact on rents. Next, she addresses the discussion regarding the modular classrooms being proposed at Dondero School stating that these are not a good resolution as they are hot and also can divide the students from other services such as the cafeteria, library, etc. She addressed the health insurance for the Fire Department stating she is concerned that this went down but doesn't know why when every other one is going up. She continued with why we have the increase of contracted services even though we have added employees and feels that we need to evaluate needs versus wants.

Petra Huda – addressed various sections of the budget document with specific questions that she would like answered. She concluded stating that the property tax increase from FY23 to present is an increase of \$14 million and understands that we expect certain services but questions if we have received these for that amount of money.

Charlie Griffin – commended the city staff on the budget document stating it is very informative. He then discussed increases in various areas such as electrical, water and sewer stating that the community power should be lowering amounts of electricity and in past years the increases for water and sewer were alternated. He then addressed an increase to school board members' salaries, stating that this amount is in the Charter so isn't sure how that is able to be different. He stated that he is glad that the contracts have been settled but we are locked into the Boston rates and feels this does not reflect our population which is 20% 65 and over. He addressed several other areas of concern and concluded stating that the key to speaking at a meeting is "Stand up, Speak up, Shut up".

Erik Anderson – stated that the budget is the most important subject the Council will deal with and feels that they are not creating equal standards for people to pay their portions. He feels the trend is that budgets are overestimated to what is actually spent and the difference then goes to the general fund instead of back to the taxpayers. He stated that ARPA funds are a one-time off-set in the budget and

will not be there next year and he is concerned with the impact the revaluation will have on the tax rate and feels that the excess funds in the Water and Sewer Funds should be put towards the tax rate. Mayor McEachern recessed the public hearing until the June 3, 2024 City Council meeting.

V. REVIEW OF BUDGET WORK SESSION MEETING SCHEDULE

Mayor McEachern outlined the Budget Work Session Scheduled:

- *Thursday, May 23rd at 6:00 p.m. – Council Budget Review*

VI. ADJOURNMENT

At 6:55 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Tabor and voted.

Valerie A. French
Deputy City Clerk

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, MAY 20, 2024

PORTSMOUTH, NH
TIME: 7:00PM

- I. **6:00PM - WORK SESSION – COMMUNITY POLICING FACILITY**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – N/A**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**

Mayor McEachern called the meeting to order at 7:20 p.m.

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock (arrived at 7:50 p.m.), Bagley, Moreau and Lombardi (via zoom)

- V. **INVOCATION**

Mayor McEachern asked everyone to join in a moment of silent prayer.

- VI. **PLEDGE OF ALLEGIANCE**

Mayor McEachern led in the Pledge of Allegiance to the Flag.

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

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

1. Presentation – Energy Advisory Committee

Herb Lloyd of the Energy Advisory Committee gave a brief presentation regarding renewable energy power for City wastewater treatment plants and an opportunity to engage the National Renewable Energy Lab under the Clean Energies to Communities program to do a feasibility analysis. Mr. Lloyd explained that there are different challenges to each of the 2 sites, Peirce Island and Pease but the company is willing to do the feasibility study.

Councilor Denton thanked the committee for bringing this forward and asked about an aerobic digester which turns sludge into energy and was first explored and added to the FY17 CIP.

Mr. Lloyd stated he is assuming that will be looked at as part of the feasibility study.

Peter Somssich, Energy Advisory Committee, spoke in support of the information as provided by Mr. Lloyd.

Councilor Tabor moved to suspend the rules to bring forward Item XV.A, seconded by Councilor Cook and voted on an 8-0 roll call vote, Councilor Blalock not yet present.

XV-A. Renewable Power for City Wastewater Treatment Plants

Councilor Tabor moved that the city engage the National Renewable Energy Lab under the Clean Energies to Communities program to do a feasibility study analysis and provide funding options for wind and/or solar power at the city's two wastewater treatment plants, at no cost. Seconded by Councilor Cook and voted on an 8-0 roll call vote. Councilor Blalock not yet present.

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

Karen Rosania – representing the Arts and Cultural Commission, spoke in favor of the Home Occupation Ordinance and submitted a letter of support.

Roy Helse – spoke regarding the budget stating he wants to see a zero balance budget.

Paige Trace – stated that the citizens of Portsmouth are excited for the new booklet on Ancillary Dwelling Units and are glad the Council is standing by their wanting affordable housing. She then handed the Mayor a document entitled ““Accessory Dwelling Unit (ADU) Handbook”.

Byron Matto, School Board member – (via zoom) – spoke regarding the proposed school budget asking the Council to support as presented. He reviewed the cuts to positions that were made as a result of the loss of ARPA funds. He also discussed the modular classrooms at Dondero Elementary School stating that the School Board is focused on equitable distribution of students and the modular classrooms need to be funded for the coming year as there is no-short term solution.

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

First Reading of Ordinance:

- A. First Reading of Ordinance amending Chapter 10, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability, regarding Home Occupation

Assistant Mayor Kelley moved to pass first reading of the proposed amendments regarding home occupation and to schedule a public hearing and second reading at the June 17, 2024 City Council meeting, seconded by Councilor Moreau.

Councilor Cook thanked the Planning Board and Chair Chellman for bringing this forward and for giving consideration to artists.

Motion passed on a 9-0 roll call vote.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Water Service Access Easement for Property Located at 686 Maplewood Avenue

Councilor Tabor moved to authorize the City Manager to accept and record a Water Service Access Easement Deed in substantially similar form to the easement deed from Chinburg Development, LLC contained in the agenda packet, seconded by Councilor Bagley. Motion passed on an 8-0 roll call vote, Councilor Denton abstained.

2. Water Service Access Easement for Property Located at 1155 Sagamore Avenue

Councilor Denton moved to authorize the City Manager to accept and record a Water Service Access Easement Deed in substantially similar form to the easement deed from 1155 Sagamore Avenue CBC, LLC contained in the agenda packet, seconded by Councilor Blalock. Motion passed on a 9-0 roll call vote.

3. Sidewalk Easement for Property Located at 212 Woodbury Avenue

Councilor Cook move to authorize the City Manager to accept and record a Sidewalk Easement Deed in substantially similar form to the easement deed from Chinburg Development, LLC contained in the agenda packet, seconded by Assistant Mayor Kelley. Motion passed on an 8-0 roll call vote, Councilor Denton abstained.

4. Release of Sewer Easement and Acceptance of City Property Located at 2 Russell Street

Councilor Blalock moved to authorize the City Manager to execute and record a release of the 1936 sewer easement and accept and record the fee interest in three parcels, all as shown on the drawing included in the City Council packet. These conveyances are subject to the following conditions:

- (1) Property owner will provide deeds to the City in a form acceptable to the Legal Department; and
- (2) Property owner will provide adequate evidence of title in a form acceptable to the Legal Department

seconded by Assistant Mayor Kelley. Motion passed on a 9-0 roll call vote.

XII. CONSENT AGENDA

Councilor Bagley moved to adopt the Consent Agenda, seconded by Assistant Mayor Kelley. Motion passed on a 9-0 roll call vote.

- A. Request from Mark McNabb, Hearth Market, LLC, to install a Projecting Sign at 60 Penhallow Street (***Anticipated action –approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

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

- B. Letter from Bryan Curley, Pack & Boots 5K Road Race, requesting permission to hold the 2024 Veterans Count 5K Road Race, Sunday, September 22, 2024 ***(Anticipated action – move to refer to the City Manager with Authority to Act)***

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence

Councilor Moreau moved to accept and place on file, seconded by Councilor Cook. Motion passed a 9-0 roll call vote.

- B. Letter from Meganne Fabrega, Library Board of Trustee member, regarding Library Budget

Councilor Moreau moved to accept and place on file, seconded by Councilor Tabor. Motion passed on a 9-0 roll call vote.

XIV. MAYOR McEACHERN

1. Responses Received from Neighboring Communities re: Affordable Housing

Mayor McEachern stated that he has received several responses to his outreach regarding Affordable Housing within the SAU52 communities. He stated the towns of Greenland, New Castle and Newington highlighted some of their own initiatives and he is encouraged by their feedback and feels this is the first of many conversations.

2. Appointments to be Considered:

- Appointment of Amy-Mae Court to Recreation Board

The appointment of Amy-Mae Court to the Recreation Board was considered and will be voted on at the June 3, 2024 City Council meeting.

3. Acceptance of Resignation:

- Robert Bogardus from the Recreation Board

Councilor Blalock moved to accept the resignation of Robert Bogardus from the Recreation Board with appreciation of service and a letter of thanks, seconded by Councilor Bagley. Motion passed on a 9-0 roll call vote.

4. Appointments to be Voted:

- Reappointment of Luis Rodriguez to the Cable and Broadband Internet Commission
- Reappointment of Stewart Sheppard to the Conservation Commission
- ~~Reappointment of Daniel Brown to the Historic District Commission~~
- Reappointment of Michael Griffin to the Trees & Public Greenery
- Reappointment of Dennis Souto to the Trees & Public Greenery

At the request of Councilor Bagley, the Reappointment of Daniel Brown to the Historic District Commission was removed from the list to be voted separately.

Assistant Mayor Kelley moved accept and approve the aforementioned reappointments, seconded by Councilor Blalock. Motion passed on 9-0 roll call vote.

- Reappointment of Daniel Brown to the Historic District Commission

Assistant Mayor Kelley moved to accept and approve the reappointment of Dan Brown to the Historic District Commission, seconded by Councilor Blalock.

Councilor Bagley acknowledged the work of the Historic District Commission but is disappointed that they are not accepting the recommendation of the Building Inspector in relation to the demolition of a building and feels it is a matter of safety of the general public over aesthetics.

Mayor McEachern stated that we can certainly question actions of the HDC and other boards but Mr. Brown has a good attendance record and meets the criteria for reappointment. He stated if there are further policies or ordinances that we want them to enforce or not, then take that up as a Council.

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

XV. CITY COUNCIL MEMBERS

A. COUNCILOR TABOR

1. Renewable Power for City Wastewater Treatment Plants (***Councilor Tabor moved that the city engage the National Renewable Energy Lab under the Clean Energies to Communities program to do a feasibility analysis and provide funding options for wind and/or solar power at the city's two wastewater treatment plants, at no cost, seconded by Councilor Denton***)

(Previously addressed)

B. COUNCILOR COOK AND COUNCILOR BAGLEY

1. Report back on changing zoning to permit overnight parking in commercial lots at owners' discretion

Councilor Bagley moved to request a report back on changing zoning to permit overnight parking in commercial lots at owners' discretion, seconded by Councilor Cook.

Councilor Cook explained that this is something that happens in many communities and it should be up to the commercial property owners to have the choice to allow this or not.

Motion passed on a 9-0 roll call vote.

C. COUNCILOR DENTON

1. Memorial Day events

Councilor Denton gave an update on the upcoming Memorial Day related events and stated it will be his last year as the Commander of the VFW.

D. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of May 2, 2024

Councilor Bagley moved to approve and accept the action sheet and minutes of the May 2, 2024 Parking & Traffic Safety Committee meeting, seconded by Assistant Mayor Kelley.

Councilor Bagley stated there will be an omnibus ordinance coming forward for first reading which will adjust sidewalk ordinances to prohibit use of electric bikes, scooters and skateboards.

Assistant Mayor Kelley asked about a concern about the parking at the Rail Trail on Banfield Road.

Councilor Bagley stated the parking is being addressed through a Grant.

Motion passed on a 9-0 roll call vote.

XVI. APPROVAL OF GRANTS/DONATIONS

1. Acceptance of Community Development Block Grant in the amount of \$527,797.00 from the U.S. Department of Housing and Urban Development.

Assistant Mayor Kelley move to accept and expend a Community Development Block Grant in the amount of \$527,797.00 from the U.S. Department of Housing and Urban Development, seconded by Councilor Moreau. Motion passed on a 9-0 roll call vote.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. Sherburne School Disposition Update

City Manager Conard reported that the Request for Qualifications (RFQ) to solicit from qualified parties their credentials for the development of permanent below market rate housing specific to the Sherburne School Property have been sent out to 18 developers. She stated there will be an update to the City Council at the June 17, 2024 Council meeting.

2. Fiscal Year 2025 Draft Budget Resolutions

City Manager Conard explained that the draft budget resolutions were included in the packet for informational purposes. She stated there is a budget review work session on May 23, 2024 and anticipated vote scheduled for June 3, 2024.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

At the request of Councilor Cook, City Manager Conard reported that the RFP for the South Meeting House will be sent out soon.

Councilor Moreau announced some dates coming up related to a Charette for the Service Credit Union.

XIX. ADJOURNMENT

At 8:25, Councilor Moreau moved to adjourn the meeting. Seconded by Assistant Mayor Kelley and voted.

Respectfully submitted,

VALERIE FRENCH
DEPUTY CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, June 17, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 10, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability, regarding Home Occupation. 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, June 17, 2024 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 10, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability, regarding Home Occupation. 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 10, ZONING ORDINANCE, be amended regarding Home Occupation, Article 4, Zoning Districts and Use Regulations, Section 10.440 Table of Uses- Residential, Mixed Residential, Business and Industrial Districts, Section 19.22 and Article 15, Section 10.1530, Terms of General Applicability of the Ordinances of the City of Portsmouth, be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Chapter 10 Zoning Ordinance

Article 4 Zoning Districts and Use Regulations

Section 10.440 Table of Uses-Residential, Mixed Residential, Business and Industrial Districts.

Use	R	SR A SR B	GR A GR B	GR C (A)	GA/ MH	MR O CD 4- L1	CD 4- L2	MR B	CD 5 CD 4	GB	G1	G2	B CD 4-W	WB	OR	I	WI
19.20 Home occupation																	
19.21 Home occupation 1	P	P	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N
19.22 Home occupation 2		S CU	S CU	S CU	S CU	N	S CU	S CU	P	P	P	P	P	N	N	N	N

Article 15 Definitions

Section 10.1530 Terms of General Applicability

Home occupation

An **office** or other **use** customarily conducted as an **accessory use** to a **dwelling**, complying with all the following standards:

- (a) Conducted entirely within a **dwelling** or an existing **accessory building**, and with no change to the character of the **dwelling** or **accessory building**;
- (b) Maximum floor area of 300 square feet;
- (c) No **outdoor storage** of materials or products;
- (d) Outdoor parking of no more than one vehicle related to the **home occupation**;
- (e) No deliveries by vehicles with more than two axles.

Home occupation 1

A **home occupation** with no nonresident employees; no **sign** related to the business; no **more than 2** client, vendor or general public visitations **at one time**; and no deliveries other than by regular postal service and no more than one package delivery service truck (e.g., FedEx, UPS, etc.) per day.

Home occupation 2

A **home occupation** with not more than one nonresident employee **and not more than 6** client, vendor or general public visitations **at one time**.

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



CITY OF PORTSMOUTH

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

Karen S. Conard
City Manager

Date: June 13, 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 June 17, 2024

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

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

At the April 25, 2024 meeting, the Planning Board held a public hearing on zoning amendments related to home occupation after a referral from City Council on February 20th.

The Master Plan speaks to expanding the opportunities for home-based businesses. This trend was realized in the Master Plan and became more prevalent during the pandemic. Goal 3.1.3 of the Master Plan is to adapt housing stock to account for changing demographics, and different aspects of that goal appear in several sections of the Master Plan, including enhancing economic development, enriching the urban and suburban neighborhoods, and encouraging the creative use of existing housing stock.

The initial amendment allowed up to two clients at one time for a home occupation, one or two. This would allow, for example, someone to teach art or give music lessons as a home occupation and have clients come to their house.

The Planning Board held a public hearing and heard from several members of the public in favor of any changes that would allow client visitation for a home occupation. The Planning Board added language to allow up to six clients to a home occupation two and to change the use tables where a Special Exception is currently required, to a Conditional Use Permit.

Council passed first reading of the [proposed amendments regarding home occupation](#) at the May 20, 2024 meeting.

I recommend that the City Council move to pass second reading of the proposed zoning amendments regarding home occupation, and schedule a third and final reading at the July 15, 2024 City Council meeting.

XI. City Manager's Items Which Require Action:

1. 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 the license term expires on July 8, 2024.

The Owner has requested a 150-day extension of the current sidewalk license. As more fully set forth [in the Owner’s June 3, 2024 letter to the Council](#), this request is in part due to winter weather delays but primarily for public safety reasons. The original license request contemplated returning the encumbered sidewalk back to the City by July 8, 2024 after structural steel was erected. However, after the Owner consulted with its contractor for the next phase of construction, they concluded that it would be safer for the public to continue to encumber the sidewalks abutting the property in order to maintain a safe buffer for another 150 days. The Owner’s letter also reports that the four construction projects in the area have worked together to maintain two-way traffic on Deer and Bridge Street during construction. This is a result of weekly meetings with City staff and representatives from the four construction projects in the area.

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 150 days for a total license fee of \$12,915.

The [License Area is depicted in yellow in the Exhibit attached to the license extension](#). The Department of Public Works has striped a temporary pedestrian crosswalk along Maplewood Avenue and Deer Street which will be maintained, along with the Owner’s signage to redirect pedestrians if this extension is granted.

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 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 an extension of the temporary construction license to encumber the sidewalks along Maplewood Avenue and Deer Street that abut 70 Maplewood Avenue as requested.

2. **Lease Extension for Community Campus Tenants:**

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 approved an Amendment to the Lease Agreements to extend the term by six months on December 18, 2023. The terms expire on June 30, 2024 and the City along with Seacoast Outright, Krempels Center and CAC seek to extend the term for two more months until August 31, 2024 to give the parties time to negotiate new Lease Agreements.

By way of background, on August 21, 2023, the City Council passed a resolution to use ARPA funds for costs associated with capital improvements to Community Campus. Some of those capital improvements include reconfiguring tenants’ leased space. The contract to begin these capital improvements, along with final plans for the reconfigured space, were finalized last week. Extending the existing term for two months will give the City, the tenants and their respective Boards of Directors sufficient time to review and finalize the terms of the new Lease Agreements, which will be presented to Council for its approval in August 2024.

I recommend the City Council move to accept [the Extension of Amendment to Lease Agreements with Seacoast Outright, Krempels Center and Child Advocacy Center of Rockingham County, Inc.](#) to extend the term through August 31, 2024 as presented.

3. **Request for Public Hearing Regarding Various Bonding Resolutions for Projects to Begin In FY25:**

I am requesting that the City Council establish a public hearing on each of the proposed Bonding Resolutions for the July 15, 2024 City Council meeting for projects identified to begin in FY25 ([respective Resolutions and CIP element sheets are attached](#)).

GENERAL FUND

- **School Project - \$650,000:**

- School Facilities Capital Improvements - \$650,000

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

- **Various City Projects - \$12,925,000:**

- Ambulance Replacement Program - \$310,000

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

- Police Deficiencies and Repair Project - \$400,000

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

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

The remaining projects include upgrade HVAC filtration in the range, security, ADA compliance, server room upgrade, RDC (redundant/disaster recovery center) upgrade at Fire Station II, dispatch upgrade, updating old lighting throughout the PD, evidence processing and submittal areas upgrade, renovation

of former generator rooms for equipment storage, archive space, and gym area, K9 office conversion, and upgrade back parking lot surface and security fencing.

- [Land Acquisition - \\$500,000](#)
 This project funds the purchase of land that has been determined should be protected for conservation and recreation. Ownership is usually sought to secure environmentally sensitive areas to purchase the development rights to a particular parcel, or for some municipal use. Protection may also be provided through the purchase of development rights by way of conservation easements and/or restrictions. Funds can be used as match for leverage on existing grant programs and to support and supplement the City's existing Conservation Fund. Acquisition of land is consistent with the goals and visions stated in the City Master Plan and Open Space Plan.
- [South Mill Pond Playground - \\$600,000](#)
 This project would be to replace the existing South Mill playground with a new, universal design ADA compliant, age-friendly, inclusive playground to include restroom facilities. The ADA compliant, family-friendly facilities would replace the portable toilets. This area is heavily utilized throughout the year with pickleball, basketball, and tennis courts nearby, as well as Leary Field and the dog park. This area is also host to multiple City events such as the fireworks, farmer's market, and Easter Egg Hunt.
- [Additional Outdoor Recreation Fields - \\$3,000,000](#)
 This project will fund the design and construction of an additional field and related amenities at the property behind the City's Public Works facility. Previous funding was utilized to acquire the land and complete construction of the first field. The project is being constructed in phases due to projected costs. Funding will be required for a third phase to realize the site's full potential for adding to the City's field inventory.
- [Prescott Park Master Plan Implementation - \\$4,500,000](#)
 The City Council adopted the Prescott Park Master Plan in 2017. The plan calls for extensive park-wide reconfiguration, restructuring services and developing new park policies. Renovation to the park presents opportunities to plan for climate adaptation, preserve antique historic structures, accommodate performances and event spaces, and ensure iconic Portsmouth places continue to serve the public.
- [Citywide Facilities Capital Improvements - \\$850,000](#)
 The Public Works Department is responsible for maintaining all General Fund municipal facilities. These City facilities serve multiple uses. Many facilities need to be updated due to age and usage.

- [Greenleaf Avenue Sidewalk - \\$400,000](#)

This sidewalk project is at the request of residents from the Hillside Drive Neighborhood. Recent installation of a fence has limited residents' access to South Street. This sidewalk will run from the lower entrance of Hillside Drive along the northern side of Greenleaf Avenue and western side of Lafayette Road to the South Street traffic signal.
- [Russell/Market Intersection Upgrade - \\$365,000](#)

The volume of traffic at the intersection of Russell Street and Market Street has increased over time. Traffic is expected to continue to increase due to nearby private development projects. Improvements are needed to address traffic flow and safety. This work would complement the recently completed Market Street Gateway Project. In addition, this project will progress in conjunction with the upcoming Market Street railroad crossing reconstruction project by NHDOT and coordinate with adjacent development.
- [Fleet Street Utilities Upgrade and Streetscape - \\$1,000,000](#)

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

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

The Downtown Aerial Utilities Underground (BI-21-PW-43) project is being funded to bury the Fleet Street overhead utilities. The Market Square Upgrade project (TSM-15-PW-61) will be coordinated with this project.
- [Citywide Storm Drainage Improvements - \\$500,000](#)

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

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

- [The Creek Neighborhood Reconstruction - \\$500,000](#)
This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase one will include design and the development of the phased implementation plan.

WATER FUND

- **FY25 Water Projects - \$4,050,000**
 - [Water Storage Tanks Improvements - \\$400,000](#)
This CIP item accounts for the on-going need to repair and improve the conditions of our water storage tanks beyond routine painting. Currently the Lafayette Road Water Storage Tank needs painting, however due to its very large capacity (7.5 MG) the water in this storage tank does not turnover and mix sufficiently. This causes declines in residual chlorine disinfectant. An engineering assessment needs to be performed to evaluate options for improving this tank's performance and minimizing water quality issues associated with inadequate mixing. Funds for tank improvement design are also included for planning purposes. After the engineering assessment, construction costs will be adjusted accordingly.
 - [Madbury Water Treatment Plant – Facility Repair and Improvements - \\$650,000](#)
The City's surface water treatment facility located in Madbury began operation in 2011. Since that time, facility maintenance items have been covered by operational line-item budgets. After more than ten years of continuous operation, the facility is beginning to see wear that needs to be addressed with more than annual maintenance. These items include the replacement of the water treatment filter media, replacement of water pump drives, the purchase of a backup finished water pump, replacement of building siding, and the construction of a storage shed for equipment and spare parts.
 - [Fleet Street Utilities Upgrade and Streetscape - \\$1,000,000](#)
The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's Long Term Control Plan and Supplemental Compliance Plan. The project includes water, sewer, and drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the Water and Sewer Enterprise Funds and the General Fund.

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

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

- DPW Complex Improvements - \$1,500,000

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

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

- The Creek Neighborhood Reconstruction - \$500,000

This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase 1 will include design and the development of the phased implementation plan.

SEWER FUND

- **FY25 Sewer Projects - \$35,465,000**

- Pease Wastewater Treatment Facility - \$20,000,000

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

- Wastewater Pumping Station Improvements - \$700,000
 The City owns and operates 20 wastewater pumping stations. The projected life span of a pumping station is 20 years. This project plans for the replacement or major rehabilitation of pumping stations and/or force mains that have not been included as separate projects in the CIP. The work will generally follow the recommendations detailed in the Wastewater Pumping Station Master Plan dated 2019. The FY25 funding increase will be used to fund isolation and repair activities to improve reliability.
- Sewer Service Funding for Sagamore Avenue Area Sewer Extension - \$365,000
 The City has advanced this project to gain pricing for the private side work for converting existing septic systems to a pumped sewer connection. Bids were received in August 2021 and pricing was found to be higher than anticipated. The project will be re-bid and updated price acquired. City staff will present updated rate information to the City Council to conclude an approach to the cost sharing proposal. This item sets aside funds in anticipation of City Council action.
- Mechanic Street Pumping Station Upgrade - \$3,000,000
 The Mechanic Street Wastewater Pumping Station is the largest in the City. Recent failures at the site indicate a comprehensive replacement and upgrade are required. Applications for State and Federal grant monies have been made. FY25 monies will be for design with grant monies and City match following in FY27.
- Peirce Island Wastewater Treatment Facility - \$1,900,000
 The Peirce Island Wastewater Treatment Facility was officially put online in the spring of 2020. Portions of the facility have been operational since an upgrade in 2015. The City is planning for the long-term improvements needed at this facility to address capital equipment replacement, permit modifications and operational needs over time. The FY25 funds are for a third inclined screw press for sludge de-watering. This third press will allow for redundancy to improve reliable sludge de-watering operations.
- Fleet Street Utilities Upgrade and Streetscape - \$7,000,000
 The City is moving forward with a sewer separation project on Fleet Street. It is required through the City's Long Term Control Plan and Supplemental Compliance Plan. The project includes water, sewer, and drainage upgrades along with full streetscape rework and other pedestrian enhancements. Funding for this work will come from the Water and Sewer Enterprise Funds and the General Fund.
 Given the scope of this project, it will need to be completed in phases. Phase 1, a new drain line from the North Mill Pond, was addressed with FY24 Funding. Phase 2 will be the Vaughan Mall and upper Congress Street area. Phase 3 will be Fleet Street from Hanover Street to Court Street as well as a potential expansion of the project limits as determined during the design.

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

- Citywide Storm Drainage Improvements - \$500,000

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

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

- DPW Complex Improvements - \$1,500,000

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

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

- The Creek Neighborhood Reconstruction - \$500,000

This project will address water, sewer, drainage and streetscape improvements in the Creek Neighborhood. It will be implemented in phases similar to the McDonough Street area project completed in 2019. Phase 1 will include design and the development of the phased implementation plan.

I recommend that the City Council move to authorize the City Manager to bring back for public hearing and adoption, the various proposed CIP projects to be bonded, as presented, for the July 15, 2024 City Council meeting. (Please note that Bonding Resolutions require a public hearing and adoption by two-thirds roll-call vote.)

4. **FY24 Bond Rescinding Resolution:**

I request approval to [rescind the unissued borrowing authority from the Bond Authorization approved on July 10, 2023](#), related to the construction of a Bike Path on Borthwick Avenue (in addition to other projects). The project has been completed with an unused balance in the amount of \$90,000. This resolution requires a majority vote of the City Council.

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

I recommend that the City Council move to approve rescinding the remaining borrowing authority with regards to the following Resolution: Resolution #15-2023 for \$17,350,000 – Rescind amount \$90,000.

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

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

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

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

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

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

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

I recommend that the City Manager be authorized to proceed with a five-year agreement to acquire tasers, body cameras, and the cloud-based subscription service to support and manage the equipment and the video and other data generated by the equipment which must be stored, tracked, and produced for investigation, prosecution, and public record purposes.

6. **Street Naming for 105 Bartlett Street:**

Attached please find a memorandum from Director of Planning and Sustainability Peter Britz regarding a request to name a private street to Addorio Way.

I recommend that the City Council move to authorize the use of Addorio Way as the private street name for the development at 105 Bartlett Street.

7. **Request to Donate Police Crown Victoria Vehicle:**

Attached please find a memorandum from Chief of Police Newport regarding a request to donate one retired Portsmouth Police Department Crown Victoria Vehicle.

I recommend the City be authorized to donate the Police Department's Crown Victoria to the Crown Victoria Museum.

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

Attached please find the annual omnibus set of ordinances recommended by the Parking and Traffic Safety Committee to be presented to the City Council. This year's omnibus changes are detailed on the attached sheets, and address amendments to the parking ordinance regarding no parking, driving on sidewalk, and speed limits.

By way of background, on March 29, 2000, the City Council adopted Ordinance #4-2000 under Chapter 7, Article I, Section 7.103 of the Vehicles, Traffic and Parking Ordinance. This ordinance was adopted in order to be more responsive to the changing parking needs of downtown. Before its adoption, it often took three readings of the City Council to simply change a parking space from a 2-hour time restriction to a 15-minute one. This process would often take 3-4 months to complete.

The current ordinance authorizes the Parking and Traffic Safety Committee to recommend temporary parking and traffic regulations to the City Council for its approval in the form of its monthly meeting minutes. Once the Council approves these minutes, the temporary regulations are in effect for a period not to exceed one year. During that year the Council and the public have the benefit of seeing how a temporary regulation works before adopting it as a permanent change to the parking ordinance. These temporary regulations are presented at one time to the Council for its consideration. If adopted, the following sections of the parking ordinance would be amended: Chapter 7, Vehicles, Traffic and Parking, Article III, Traffic Ordinance, Section 7.330 A, No Parking; Section 7.341, Driving on Sidewalk and Chapter 7, Article XI, Speed Limits, Section 7.1100 E, Speed Limit: 25 MPH.

The attached amendments to Chapter 7 for the Council's consideration summarize the temporary regulations implemented by the Parking and Traffic Safety Committee over the past 12 months. The Parking and Traffic Safety Committee is requesting that the City Manager put this request for first reading of the Annual Omnibus Ordinance on the Agenda for June 17, 2024 and to schedule first reading at the July 15, 2024 City Council meeting.

I recommend that the City Council move to schedule a first reading at the July 15, 2024 City Council meeting.

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

Attached for public hearing and action at the City Council meeting on July 15, 2024 is a draft Cable Television Renewal Franchise Agreement with Comcast (“Franchise Agreement”). The proposed Franchise Agreement is for a 10-year term beginning August 1, 2024 and ending July 31, 3034. Background and key terms of the proposed Franchise Agreement are summarized in a quick reference document, also attached. Importantly, the proposed Franchise Agreement does not give exclusive rights to Comcast. The proposed Franchise Agreement allows Comcast to continue to serve existing and new customers without limiting competition.

The Cable and Broadband Internet Commission (“Commission”) has been working on the draft Franchise Agreement for over a year. As part of the process, City staff worked with the Commission to conduct an informal survey in 2023. The results of that survey are found here: <https://www.cityofportsmouth.com/sites/default/files/2023-09/FINAL%20Cable%20Survey%20and%20Comments%202023.09.21.pdf>

The Commission also created an FAQ page to help answer common questions and describe consumer options. Those FAQs are found here: <https://www.cityofportsmouth.com/cityclerk/cable-and-broadband-commission-faqs>

The Commission held a public hearing on January 22, 2024, and heard extensively from PPMTv which is granted the opportunity to broadcast under rights granted to the City under the Franchise Agreement.

At its meeting of June 6, 2024, the Commission moved to forward the proposed draft Cable Television Renewal Franchise Agreement to the City Council for its consideration.

The law requires a public hearing prior to action of the City Council, thus the request to schedule a public hearing for July 15, 2024. The current franchise agreement is scheduled to expire July 31, 2024.

I recommend that the City Council move to schedule a public hearing for July 15, 2024, to consider the attached draft Cable Television Renewal Franchise Agreement with Comcast.

XVII. City Manager's Informational Items:

1. **Community Policing Facility Update:**

Staff will provide an update on the Community Policing Facility at this evening's meeting.

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

Following the most recent PDA Board Meeting on June 13th, I will provide a verbal update on the topics discussed.

3. **Status of Sherburne Property RFQ:**

At this evening's meeting, I will provide a verbal update on the status of the Sherburne Property RFQ.

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

I will provide a verbal update on the status of the South Meeting House RFP.

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

Date: **June 3, 2024**

To: City of Portsmouth City Council

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

We are hereby requesting a 150-day extension of the current sidewalk license at 70 Maplewood Ave. The current sidewalk encumbrance license expires on July 8, 2024. While winter conditions and some unanticipated subsurface conditions have resulted in about a 1-month delay in the project, the primary request for the extension is public safety as further outlined below.

We originally anticipated that the sidewalk might be returned to service once structural steel was complete, but after consultation with the awarded brick façade contractor as well as the contractors for the brick sidewalk, we believe it would be best to maintain the current sidewalk/fence arrangement in the interest of public safety. All of the Deer St. projects in partnership have successfully managed to maintain a safe pedestrian path of travel from Maplewood to the Foundry garage as well as two-way automobile traffic on Deer St. without the need to further encumber the street.

With an extension of the sidewalk permit, we anticipate there will be no need to encumber Maplewood Ave. or Deer Street for the balance of construction, with the exception of a few days to tie in the sanitary sewer on Maplewood, which we will coordinate with DPW to align with their storm sewer upgrades.

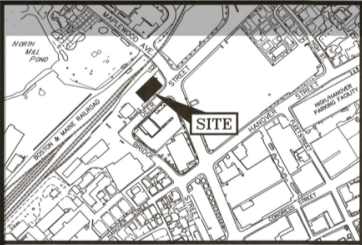
Continued use of the sidewalk area will facilitate the use of hydro-electric lifts for the brick work (instead of staging), which will further accelerate production and prevent us from having to conduct brick work under winter conditions later this year. Note also that there are still several sidewalk improvements (street lights, tree vaults, signage) that cannot be completed until the brick façade has been completed and continued use of the area will allow for a full new “reveal” this Fall.

Temporary sidewalk crossings previously striped across Maplewood and Deer Street as depicted in the Plan have proven to be well utilized such that the City might consider making the one across Maplewood at Vaughan permanent.

Thank you for your consideration,



Thomas Balon Jr.
EightKph LLC, 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

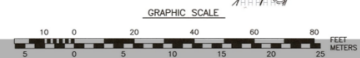
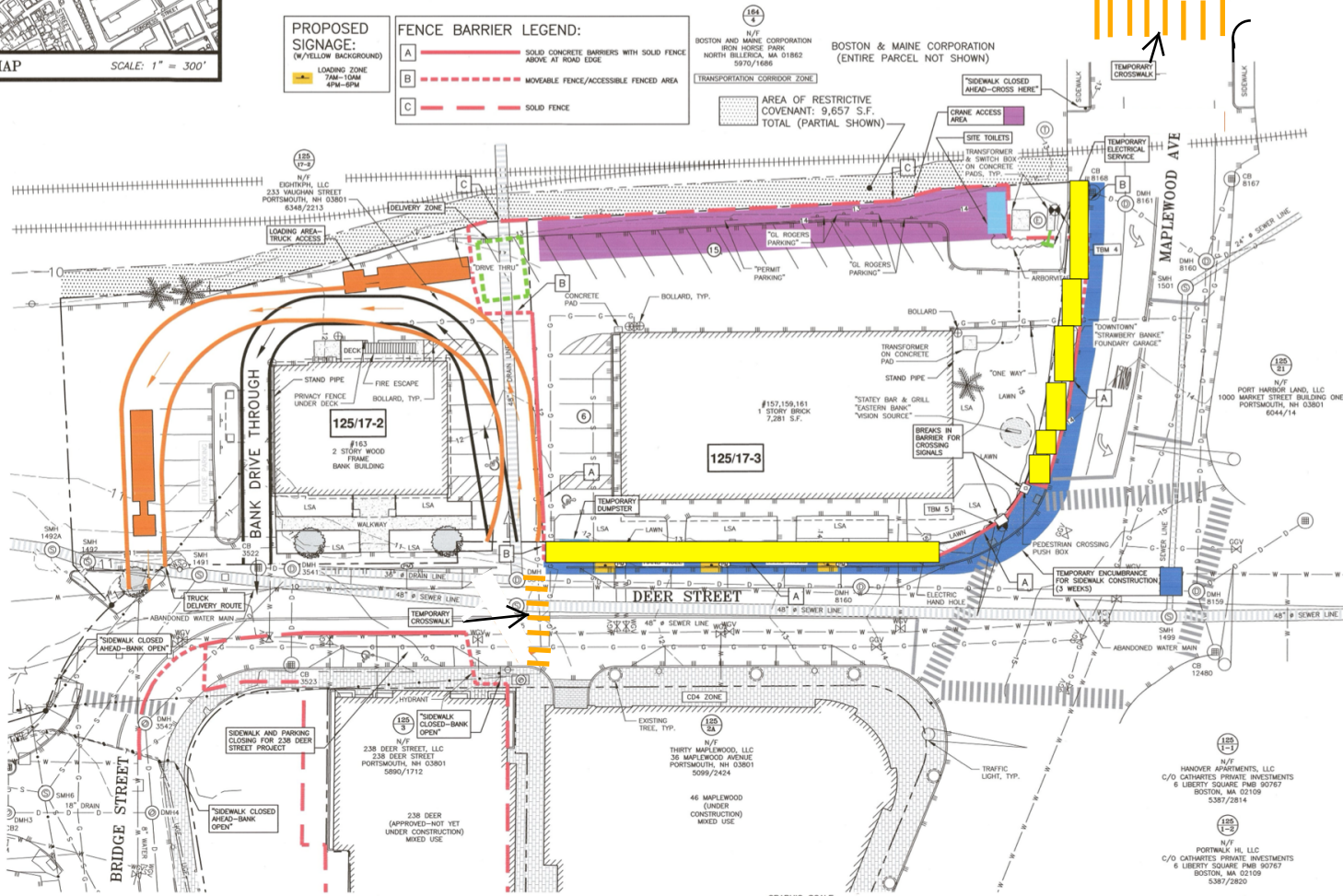
TBM 4
CHEELED SQUARE
IN NE CORNER OF
TRANSFORMER PAD
EL=+4.77

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)



- 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**

LICENSE EXTENSION AGREEMENT
EIGHTKPH, LLC AT 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 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. **Area of License and Use:** 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 Subject Property, see Rockingham County Registry of Deeds at Book 6348, Page 2213.

License Area: 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:**

License Area: The license for License Area shall be for approximately 150 days, from July 9, 2024 through December 5, 2024.

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 $\$0.05 \times 1,722 \text{ square feet} = \$86.10 \text{ per day} \times 150 \text{ days} = \mathbf{\$12,915}$. 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 Licensed 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 Licensed 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 Licensed 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 Conard
City Manager

Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2024.

EIGHTKPH, LLC

By: _____

Thomas H. Balon, Jr., Manager

h/jferrini/licenseextension//70maplewood

EXTENSION OF AMENDMENT TO LEASE AGREEMENT

WHEREAS, the **City of Portsmouth**, a municipal corporation organized and existing under the laws of the State of New Hampshire, and having a usual place of business at 1 Junkins Avenue in Portsmouth, New Hampshire (the “City” or “Lessor”), and **Seacoast Outright**, (“**Seacoast Outright**” or “Lessee”), a nonprofit agency which serves, supports and advocated for LGBTQ+ youth who are residents of Rockingham County, are parties to a Lease Agreement and Assignment and Assumption Agreement for real property located at 100 Campus Drive, Portsmouth, New Hampshire (the ‘Premises” or “Community Campus”);

WHEREAS, the **Seacoast Outright** leases a portion of Community Campus (“Leased Premises”) from the City pursuant to terms of the Lease Agreement;

WHEREAS, the City is constructing improvements to Community Campus for all of its tenants and the City and the **Seacoast Outright** desire to reconfigure and remodel its Leased Premises;

WHEREAS, an Amendment to Lease Agreement was executed by the parties and approved by Council on December 18, 2023, which extended the terms of the existing Lease Agreement until June 30, 2024, and is attached as Exhibit A;

WHEREAS, the parties agree to extend the existing terms of the Lease Agreement for another two (2) months, in order for the City and the **Seacoast Outright**, and all other tenants of the Community Campus, to have sufficient time to finalize a new Lease Agreement, which incorporates the recently finalized plans that reflect the reconfigured and remodeled portion of the Leased Premises; and

WHEREAS, prior to the expiration of the term set forth in this Extension of Amendment to Lease Agreement, the City and the **Seacoast Outright** will submit a new Lease Agreement for Council approval.

NOW THEREFORE, the terms of the Lease Agreement are amended as follows:

1. Paragraphs 2.1 and 2.2 are deleted in their entirety and replaced with the following:

The term of this lease is for nine (9) months, beginning on January 1, 2024 and terminating on August 31, 2024.

All other terms of the Lease Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension to Amendment to Lease Agreement on _____, 2024.

WITNESS:

CITY OF PORTSMOUTH

Karen S. Conard, City Manager

Approved by vote of the City Council on

WITNESS:

SEACOAST OUTRIGHT

Name: Heidi Carrington Heath, Executive Director

Duly Authorized by Vote of the Board on

EXTENSION OF AMENDMENT TO LEASE AGREEMENT

WHEREAS, the **City of Portsmouth**, a municipal corporation organized and existing under the laws of the State of New Hampshire, and having a usual place of business at 1 Junkins Avenue in Portsmouth, New Hampshire (the “City” or “Lessor”), and the **Krepfels Center**, (“Krepfels Center” or “Lessee”), a nonprofit agency which provides in person and online post-rehab community based programming to survivors of acquired brain injuries to residents of Rockingham County, are parties to a Lease Agreement and Assignment and Assumption Agreement for real property located at 100 Campus Drive, Portsmouth, New Hampshire (the ‘Premises” or “Community Campus”);

WHEREAS, the **Krepfels Center** leases a portion of Community Campus (“Leased Premises”) from the City pursuant to terms of the Lease Agreement;

WHEREAS, the City is constructing improvements to Community Campus for all of its tenants and the City and the **Krepfels Center** desire to reconfigure and remodel its Leased Premises;

WHEREAS, an Amendment to Lease Agreement was executed by the parties and approved by Council on December 18, 2023, which extended the terms of the existing Lease Agreement until June 30, 2024, and is attached as Exhibit A;

WHEREAS, the parties agree to extend the existing terms of the Lease Agreement for another two (2) months, in order for the City and the **Krepfels Center**, and all other tenants of the Community Campus, to have sufficient time to finalize a new Lease Agreement, which incorporates the recently finalized plans that reflect the reconfigured and remodeled portion of the Leased Premises; and

WHEREAS, prior to the expiration of the term set forth in this Extension of Amendment to Lease Agreement, the City and the **Krepfels Center** will submit a new Lease Agreement for Council approval.

NOW THEREFORE, the terms of the Lease Agreement are amended as follows:

1. Paragraphs 2.1 and 2.2 are deleted in their entirety and replaced with the following:

The term of this lease is for eight (8) months, beginning on January 1, 2024 and terminating on August 31, 2024.

All other terms of the Lease Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension to Amendment to Lease Agreement on _____, 2024.

WITNESS:

CITY OF PORTSMOUTH

Karen S. Conard, City Manager

Approved by vote of the City Council on

WITNESS:

KREMPELS CENTER

Name: _____, Interim Executive Director

Duly Authorized by Vote of the Board on

EXTENSION OF AMENDMENT TO LEASE AGREEMENT

WHEREAS, the **City of Portsmouth**, a municipal corporation organized and existing under the laws of the State of New Hampshire, and having a usual place of business at 1 Junkins Avenue in Portsmouth, New Hampshire (the “City” or “Lessor”), and **Child Advocacy Center of Rockingham County, Inc.**, (“CAC” or “Lessee”), a nonprofit agency the works with community partners to advocate and provide social services for child victims of crime for residents of Rockingham County, are parties to a Lease Agreement and Assignment and Assumption Agreement for real property located at 100 Campus Drive, Portsmouth, New Hampshire (the ‘Premises” or “Community Campus”):

WHEREAS, CAC leases a portion of Community Campus (“Leased Premises”) from the City pursuant to terms of the Lease Agreement;

WHEREAS, the City is constructing improvements to Community Campus for all of its tenants and the City and CAC desire to reconfigure and remodel its Leased Premises;

WHEREAS, an Amendment to Lease Agreement was executed by the parties and approved by Council on December 18, 2023, which extended the terms of the existing Lease Agreement until June 30, 2024, and is attached as Exhibit A;

WHEREAS, the parties agree to extend the existing terms of the Lease Agreement for another two (2) months, in order for the City and CAC, and all other tenants of the Community Campus, to have sufficient time to finalize a new Lease Agreement, which incorporates the recently finalized plans that reflect the reconfigured and remodeled portion of the Leased Premises; and

WHEREAS, prior to the expiration of the term set forth in this Extension of Amendment to Lease Agreement, the City and CAC will draft and submit a new Lease Agreement for Council approval.

NOW THEREFORE, the terms of the Lease Agreement are amended as follows:

1. Paragraphs 2.1 and 2.2 are deleted in their entirety and replaced with the following:

The term of this lease is for eight (8) months, beginning on January 1, 2024 and terminating on August 31, 2024.

All other terms of the Lease Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Lease Agreement on _____, 2024.

WITNESS:

CITY OF PORTSMOUTH

Karen S. Conard, City Manager

Approved by vote of the City Council on

WITNESS:

**CHILD ADVOCACY CENTER OF
ROCKINGHAM COUNTY, INC.**

Name: Maureen Sullivan, DA, MBA
Executive Director

Duly Authorized by Vote of the Board on

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

RESOLUTION # XX – 2024

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

- **School Facilities’ Capital Improvements.**

RESOLVED:

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

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

including the payment of costs incidental or related thereto.

THAT, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Six Hundred Fifty Thousand Dollars (\$650,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is set forth above, and;

THAT, this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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

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

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

RESOLUTION # XX – 2024

A Resolution authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act of up to Twelve Million Nine Hundred Twenty-Five Thousand Dollars (\$12,925,000) for costs related to:

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

RESOLVED:

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

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

including the payment of costs incidental or related thereto.

THAT, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Twelve Million Nine Hundred Twenty-Five Thousand Dollars (\$12,925,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is set forth above, and;

THAT, this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

VE-07-FD-01: Ambulance Replacement Program

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



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

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

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

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

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

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

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

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

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

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

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

Studies Identified & Useful Website Links:

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

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

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

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

BI-95-PL-25: Land Acquisition

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



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

Studies Identified & Useful Website Links:

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

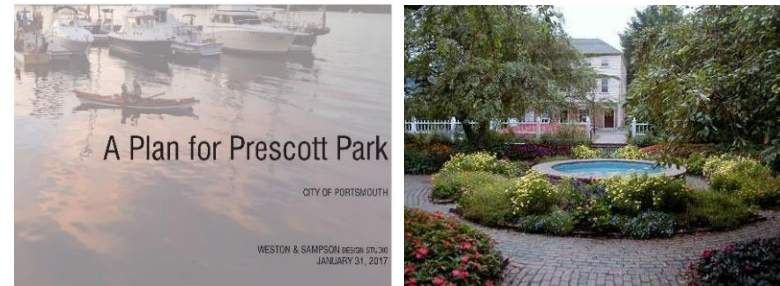
- Studies Identified & Useful Website Links:
- [Athletic Field – Project Page](#)
 - [Comprehensive Recreation Needs Study 2010](#)
 - [2022 Updated Recreation Needs Study](#)
 - [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)

Notes of Changes in Funding Plan from FY24-29 CIP:
 Moved funding to FY25 for construction per direction from the City Council. Added monies in FY29 funding for design and FY30 funding for completion of Phase III.

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

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

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



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

Studies Identified & Useful Website Links:

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

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

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

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

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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

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

TSM-25-PW-63: Greenleaf Avenue Sidewalk

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



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

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

Studies Identified & Useful Website Links:

- [Public Works Homepage](#)

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

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

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

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

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



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

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

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> FY24-FY29 CIP (Prior Year) Project Sheet

Notes of Changes in Funding Plan from FY24-29 CIP:
Funding was changed to match the updated NHDOT 10-year plan funding and schedule.

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

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

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



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

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

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

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

Studies Identified & Useful Website Links:

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

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

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

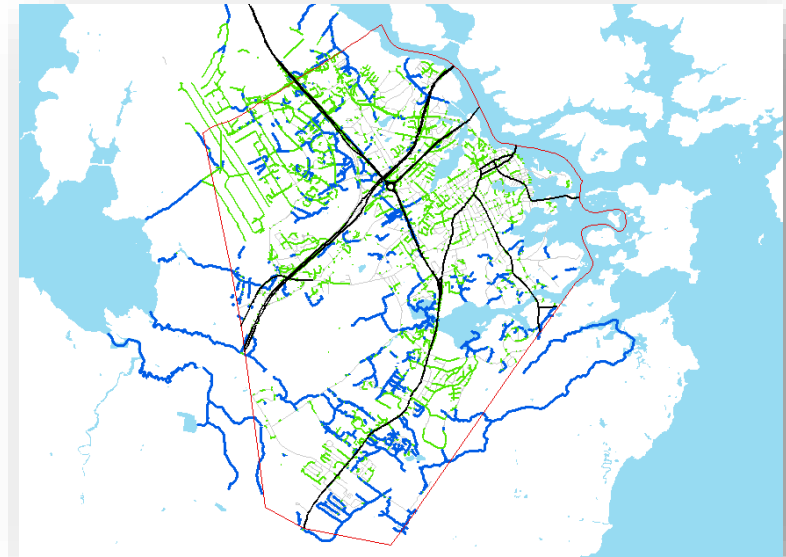
COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

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

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

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

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



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

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

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

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

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

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

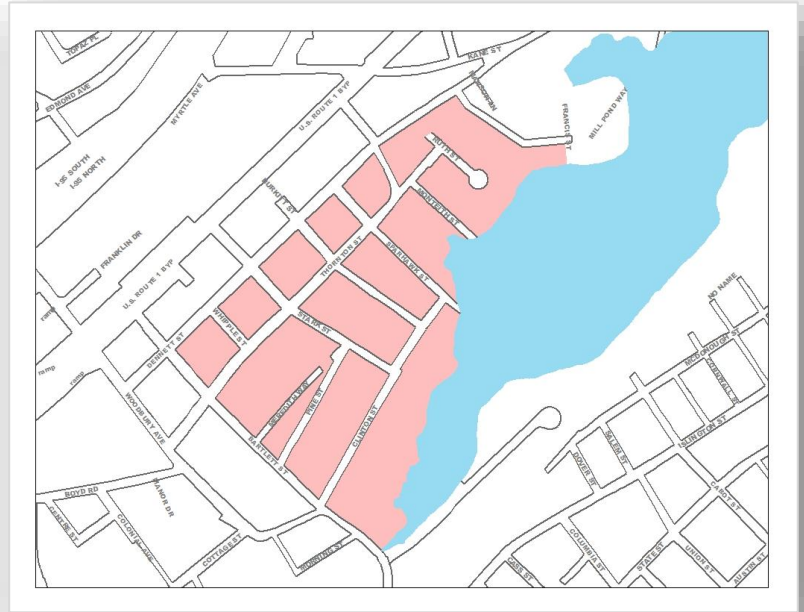
Total General Fund	55%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$1,400,000	\$4,400,000
Total Water Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Sewer Fund	45%	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000	\$550,000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

Totals		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$6,000,000	\$1,950,000	\$7,950,000
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COM-22-PW-99: The Creek Neighborhood Reconstruction

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

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



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

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

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

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

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

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

Totals		\$1,500,000	\$0	\$2,400,000	\$0	\$3,000,000	\$0	\$6,900,000	\$0	\$6,900,000
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**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # XX – 2024

A resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act and/or participation in the State Revolving Fund (SRF) Loan of up to Four Million Fifty Thousand Dollars (\$4,050,000) related to:

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

RESOLVED:

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

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

including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Four Million Fifty Thousand Dollars (\$4,050,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

THAT, the expected useful life of the projects is set forth above, and;

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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



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

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

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

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

Studies Identified & Useful Website Links:

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

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

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

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

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

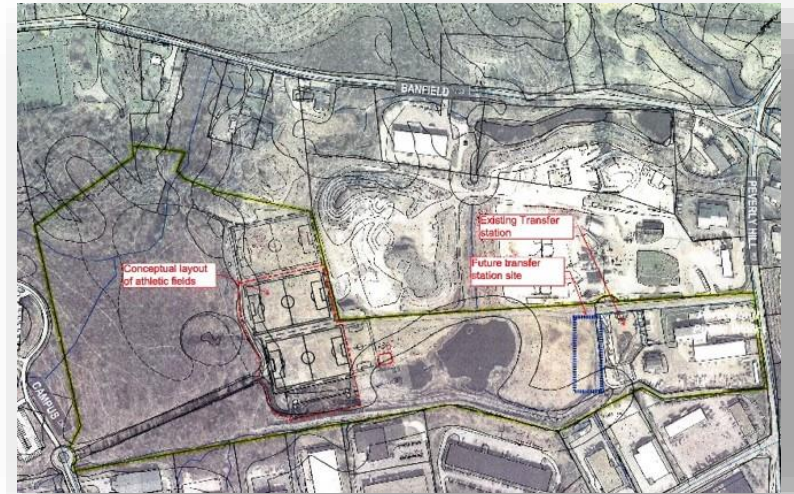
COM-20-PW-98: DPW Complex Improvements

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

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

Studies Identified & Useful Website Links:

- [Stormwater Master Plan 2007](#)
- [Public Works Department](#)
- [FY24-FY29 CIP \(Prior Year\) Project Sheet](#)



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

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

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

COM-20-PW-98: DPW Complex Improvements

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

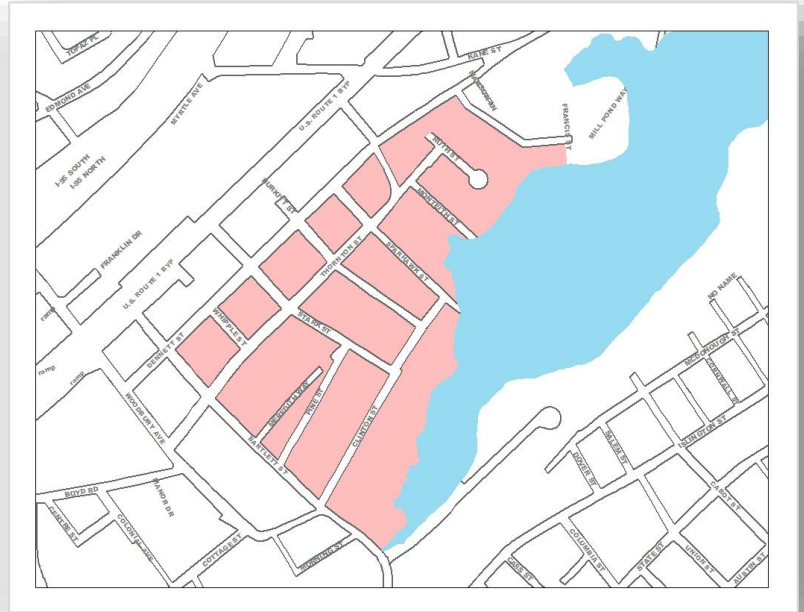
Total General Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000
Total Sewer Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000

Totals		\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$2,000,000	\$5,000,000
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COM-22-PW-99: The Creek Neighborhood Reconstruction

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

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



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

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

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

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

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

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

Totals		\$1,500,000	\$0	\$2,400,000	\$0	\$3,000,000	\$0	\$6,900,000	\$0	\$6,900,000
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**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # XX – 2024

A resolution authorizing a Bond Issue and/or notes of the City under the Municipal Finance Act and/or Participation in the State Revolving Fund (SRF) Loan of up to Thirty-Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000) for costs related to:

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

RESOLVED:

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

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

including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Thirty-Five Million Four Hundred Sixty-Five Thousand Dollars (\$35,465,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

THAT, the expected useful life of the projects is set forth above, and;

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

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

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

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

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

Studies Identified & Useful Website Links:

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

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

Increase to FY25 based on increased costs of construction quotes

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

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

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

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



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

Studies Identified & Useful Website Links:

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

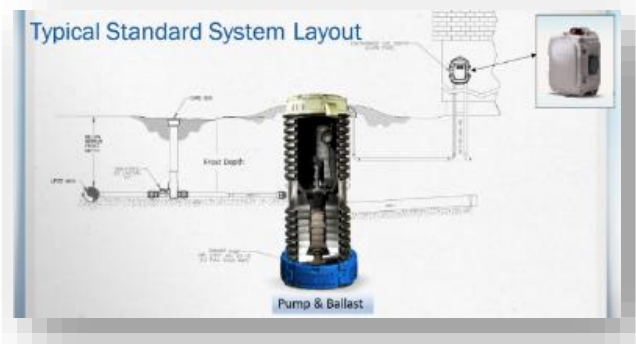
Notes of Changes in Funding Plan from FY24-29 CIP:

FY25 funding increased due to repair project costs.

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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



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

Studies Identified & Useful Website Links:

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

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

Schedule of project has changed; funding reflects new schedule.

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

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

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



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

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

Studies Identified & Useful Website Links:

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

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

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

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

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

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



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

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

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

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

Studies Identified & Useful Website Links:
<ul style="list-style-type: none"> Fleet Street Reconstruction Project Page Long Term Control Plan Update 2010; CSO Supplemental Compliance Plan 2017 <ul style="list-style-type: none"> Public Works Department FY24-FY29 CIP (Prior Year) Project Sheet

Notes of Changes in Funding Plan from FY24-29 CIP:
Added funding to FY25 to prioritize and expedite Vaughan Mall corridor.

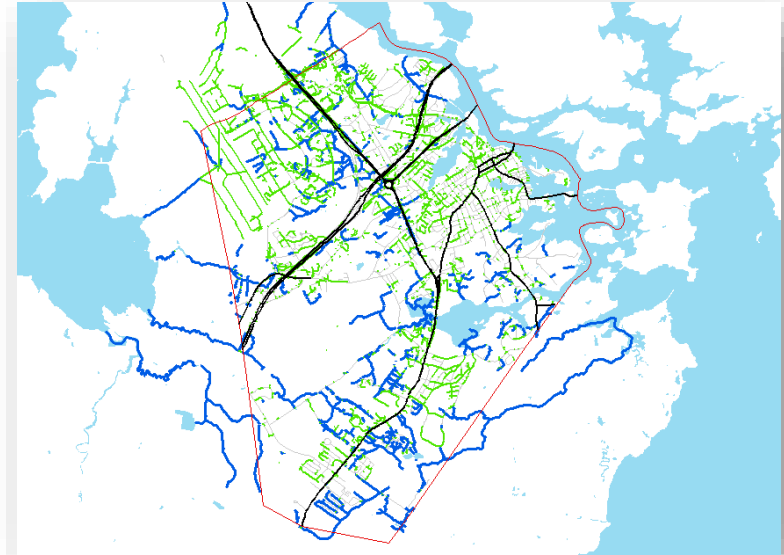
COM-20-PW-95: Fleet Street Utilities Upgrade and Streetscape

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

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

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

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



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

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

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

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

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

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

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

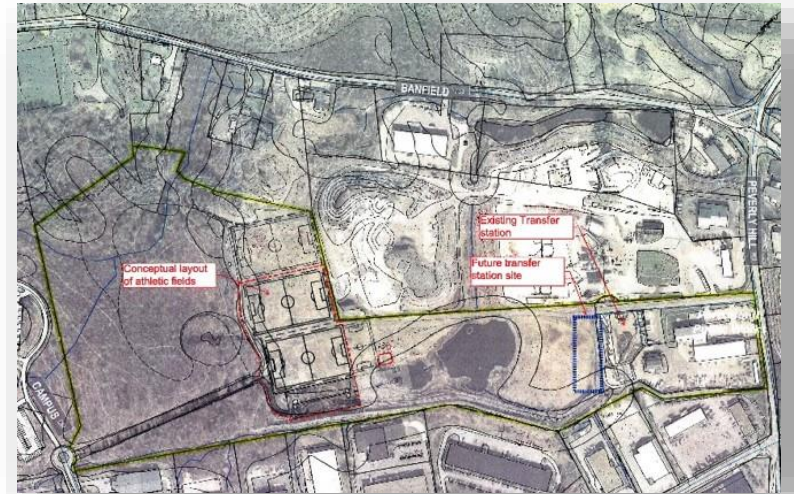
Totals		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$6,000,000	\$1,950,000	\$7,950,000
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COM-20-PW-98: DPW Complex Improvements

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

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

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



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

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

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

COM-20-PW-98: DPW Complex Improvements

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

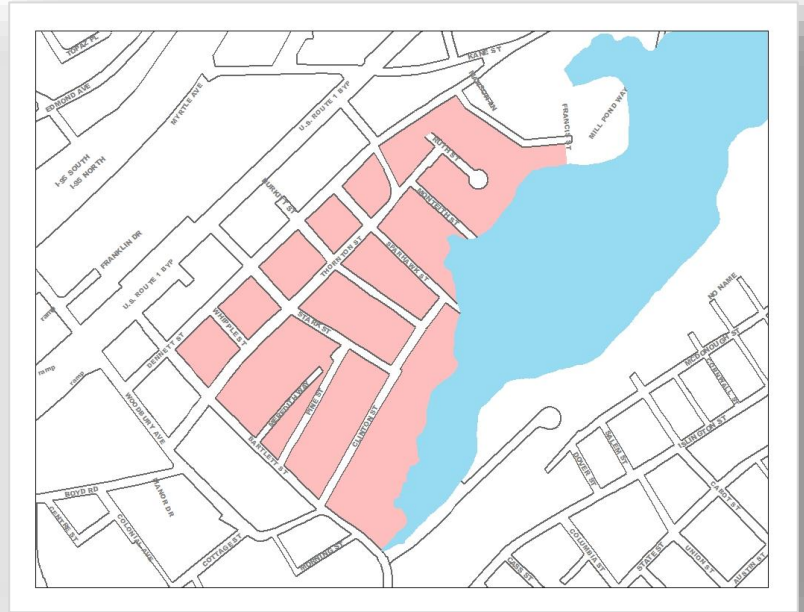
Total General Fund	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000
Total Sewer Fund	50%	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,000,000	\$2,500,000

Totals		\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$2,000,000	\$5,000,000
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COM-22-PW-99: The Creek Neighborhood Reconstruction

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

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



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

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

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

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

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

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

Totals		\$1,500,000	\$0	\$2,400,000	\$0	\$3,000,000	\$0	\$6,900,000	\$0	\$6,900,000
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**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FOUR
PORTSMOUTH, NEW HAMPSHIRE**

CM Action Item #4

RESOLUTION # – 2024

**RESCINDING CERTAIN BORROWING AUTHORITY
A TOTAL OF NINETY THOUSAND DOLLARS (\$90,000)**

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

1. Resolution #15-2023 adopted by the City Council on July 10, 2023, authorized borrowing by the City of up to Seventeen Million Three Hundred Fifty Thousand Dollars (\$17,350,000) for the cost related to Police Station Upgrades, Land Acquisition, Outdoor Pool Upgrades, Citywide Facilities Capital Improvements, Elwyn Park Sidewalks Traffic Calming, Borthwick Avenue Bike Path, Sagamore Avenue Sidewalk, Citywide Sidewalk Reconstruction Program, Street Paving; Management; and Rehabilitation, Pease Tradeport Street Rehabilitation, Edmond Avenue Upgrades, Islington Street Improvements and Union Street Reconstruction. The City has completed the Borthwick Bike Path leaving an unused balance of borrowing authority in the amount of **Ninety Thousand Dollars (\$90,000)** which is hereby discharged and rescinded.

2. The total amount to be rescinded by this resolution will be **Ninety Thousand Dollars (\$90,000)**

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

APPROVED:

DEAGLAN MCEAHERN, MAYOR

ADOPTED BY CITY COUNCIL

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

Memorandum

To: Karen Conard, City Manager
 From: Peter Britz, Director of Planning and Sustainability
 Date: June 10, 2024
 Subject: Street naming for 105 Bartlett Street

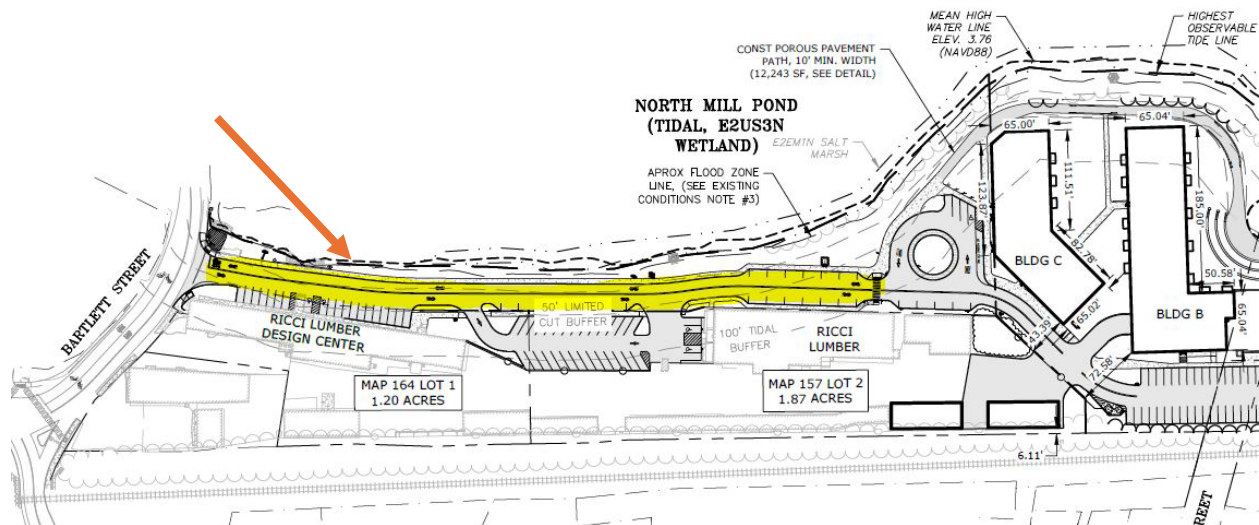


The property owners of 105 Bartlett, where a new apartment complex is being constructed, are requesting approval to name the private street Addorio Way.

The Department of Public Works has reviewed the request of Addorio Way with the State e911 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 Addorio Way as the private street name for the development at 105 Bartlett Street.



May 30, 2024

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

RE: 0 Bartlett Street Address Assignment Street Name Request

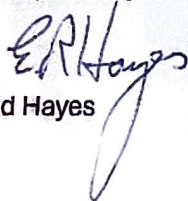
Dear Mr. Britz:

I am writing on behalf of Iron Horse Properties, LLC and the rest of the "105 Bartlett Street" development team to formally request the City of Portsmouth approve the street name "ADDORIO WAY" for the private shared roadway associated with this project that currently serves Ricci Lumber and Great Rhythm.

I am requesting the name ADDORIO WAY in honor of my Grandmother Anna (Addorio) Ricci and her family who lived for generations in Portsmouth's "Little Italy" neighborhood in the City's North End before it was razed for 'urban renewal' in the 1970s. My great-grandparents, Camillo & Carmella Addorio (husband and wife) immigrated to America from Lettomanopello, Pescara, Italy (Abruzzo) in 1903 with their baby son, Paul. They settled in Portsmouth's North End on Russell Street where they operated a small grocery store. They added 6 other children to their family: a daughter, Anna Ricci (my grandmother and a founder of Ricci Construction and Ricci Lumber), and 5 additional sons: Constantine, Nicholas, Denis, Anthony and Joseph. Constantine, Nicholas and Joseph served in the US Army during WWII. In fact, although in different units, my Uncles Joe and Nick met each other somewhere near Germany on Christmas Day 1944 after not having seen each other for over 30 months. This made the news in Portsmouth. Article attached. My Aunt Beulah Addorio (Joe's widow) still lives on Melborne Street. Other family members live throughout the Seacoast area.

Thank you for your consideration.

Respectfully,



Ed Hayes

Addorio Brothers Meet in Germany

The Christmas holidays are in the dim past now, but recently they again brought good cheer to Mr. and Mrs. Carmillo Addorio of 18 Russell street, who got letters from their sons in Germany.

Pfc. Nicholas Addorio, USA, was serving in the artillery somewhere in Germany a few miles from his brother. S/Sgt. Joseph Addorio of the army infantry, and although they were stationed so close to each other they hadn't had a chance to meet.



But the day before Christmas Private Addorio S/Sgt. Addorio was able to reach his brother by a communication line and they made arrangements for a holiday reunion.

They hadn't seen each other for 30 months and were both so thrilled at this first meeting that, for a moment, neither could talk. Private Addorio said in a letter to his wife, Mrs. Josephine Addorio of 100 Green street.

Joseph has been overseas since September of 1942; Nicholas, since June, 1943.

Sgt. C. C. Schirmer Given Farewell Fete

PORTSMOUTH POLICE DEPARTMENT MEMORANDUM

DATE: June 10, 2024

TO: Suzanne Woodland
Deputy City Manager

FROM: Chief Newport

RE: Donation of Crown Victoria to Museum

The department was approached by Sergeant Clark Vineyard from The Crown Victoria Museum in Hayward, CA.

Sergeant Vineyard inquired if the Portsmouth Police Department would be willing to donate one of its last remaining police Crown Victoria vehicles to the Crown Victoria Museum.

The museum is a 501(c)(3) nonprofit and plans to utilize the vehicle for public outreach – emergency vehicle shows, local car gatherings and public safety agency sponsored events. This donation is tax deductible and any special equipment will be removed prior to transfer of custody (radio, computer hard drive, etc.).

There will be no cost to the City of Portsmouth/Portsmouth Police Department to make this donation. The City will also avoid equipment strip-out costs, such as the light bar and other equipment. The Crown Victoria Museum will cover the costs of transporting and refurbishing the vehicle for their use at shows. Please see the attached letter from Clark Vineyard, President of The Crown Victoria Museum.

Please place this request, to donate one 2011 retiring Crown Victoria police vehicle to the Crown Victoria Museum, on the City Council agenda for the June 17th meeting.

Links:

<https://www.crownvictoriamuseum.com>

<https://facebook.com/people/The-Crow-Victoria-Museum/61551548095164>

Gmail: CrownVictoriaMuseum@gmail.com



Welcome to The Crown Victoria Museum

The Crown Victoria Museum is a 501(c)(3) non-profit dedicated to restoring, preserving, and displaying Ford Crown Victorias used by law enforcement.

All content (c) The Crown Victoria Museum LLC

The Museum is not affiliated with or endorsed by the Ford Motor Company.



THE CROWN VICTORIA MUSEUM

About.

Our mission is to collect, restore, preserve, and exhibit Crown Victoria police vehicles, and the like, as they were during law enforcement service, for the education and enjoyment of all. The Museum is run by active and retired law enforcement members. At this time, the Museum is not open to the public: vehicles are instead brought out for display at shows and events. The Museum is based in California, in the greater San Francisco Bay Area.

We are a 501(c)(3) non-profit organization - all donations are tax deductible.

BOARD MEMBERS:

President: Clark Vineyard, current patrol Sergeant

Secretary: Chuck Witt, retired Corporal

Treasurer: Daniel Thompson, current motor officer

Established in 2023

Although the Ford Crown Victoria name made a brief debut as a trim option in 1955, the name reappeared in 1980 as a distinct full size line: The Ford LTD Crown Victoria, which included police package options. This hard working car proved its worth in the streets of America, until being rebranded in 1992 as the Ford Crown Victoria Police Interceptor, throughout the rest of its production until 2011. These cars became instantly recognizable symbols of law and order. Seeing the difficulties that others had trying to restore vintage police cars and watching the beloved Crown Victorias rapidly retiring from service, the Crown Victoria Museum was founded in 2023 to restore and preserve these future classics while they are still available.

The Cars

The Crown Victorias in the Museum's collection are former police vehicles that have been painstakingly restored (or are under restoration) back to their original agency patrol specs. Given the time and expense involved in this, the Museum is currently soliciting intact patrol car donations from law enforcement agencies that still have in-service Crown Victorias, when the cars are retired. Museum vehicles are stored in a secure, private 2,400 sq ft warehouse.

EXAMPLE:

Burlingame Police Department #3 (2011)



This 2011 Ford Crown Victoria Police Interceptor was purchased by the City of Burlingame, a suburb outside San Francisco, CA. This unit, Car 3, was in service as a standard patrol unit until 08/06/2020, when it was removed from service with 126k miles. The car was stripped of nearly all police equipment and sold at auction several months later. From there, the long road to restoration began – First, the decision was made to keep the cosmetics all original, with dings, scratches, and faded wheels, exactly as it left service. Next, the missing police equipment had to be identified, located, and purchased, and reproduction decals made. Once parts were gathered, Car 3 made a couple trips to a local professional upfitter, and had accurate equipment installed with correct functions and flash patterns. The car is a near-perfect restoration to its original service specifications (though without internet access) down to the remote gate opener hanging on the visor.

This vehicle is equipped with a Code 3 2100 lightbar, SoundOff Predator2 lights on the GoRhino pushbar, Unity spotlights, Kenwood NX800 radio, Federal Signal Touchmaster TM-4 unitrol, and a Data911 Mobile data Terminal.



Fully restored



Cars & Coffee Peninsula Feb 2024

Below are the Blue Book Values. However, city vehicles usually get disposed of on Govdeals.com. The bids received are much lower than is indicated below.


However, they are likely accurate for donation purposes.

1 Your Options

Instant Cash Offer **Trade-in** Private Party Donate Your Car

Save this car

Trade-in Range
\$3,897 - \$4,842
Trade-in Value
\$4,370



Important info & definitions
Value valid as of **06/10/2024**

Factors That Impact Value
Check that yours are correct below.

Mileage: **70,260** ZIP Code: **03801**

Condition: Good **Edit Options**

Instant Cash Offer

Instant Cash Offer Advantages

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today


Get Offer

1 Your Options

Instant Cash Offer Trade-in **Private Party** Donate Your Car

Save this car

Private Party Range
\$5,732 - \$7,549
Private Party Value
\$6,641



Important info & definitions
Value valid as of **06/10/2024**

Factors That Impact Value
Check that yours are correct below.

Mileage: **70,260** ZIP Code: **03801**

Condition: Good **Edit Options**

PRIVATE SELLER Exchange

- Reach millions of buyers on Autotrader and KBB.com
- Free vehicle history report
- Secure transactions and financing
- Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader Kelley Blue Book

Sell My Car

The Crown Victoria Museum
Hayward, CA 94545
EIN: 92-3012212
www.CrownVictoriaMuseum.com

Dear City of Portsmouth,

My name is Clark Vineyard, and I am the founder of The Crown Victoria Museum, in California. We are a 501(c)(3) non-profit run by active and retired police officers whose goal is to collect, preserve, and exhibit a handful of Crown Victoria Police Interceptors as they were on duty, and do public outreach with them.

Our mission has two parts: One, we want to build a collection of Crown Vics fully marked and equipped as they were in service, to capture this era of police history and make sure authentic, accurate examples of this iconic car are preserved. We founded the Museum and obtained non-profit status from the IRS to allow agencies to donate retiring, intact Crown Vics to us directly.

The other, equally important part of our mission is public outreach. Just like Coffee with a Cop or stopping by a kid's lemonade stand on-duty, it's important for people to interact with law enforcement in comfortable spaces. We saw Crown Vics as an appealing and accessible way to engage with the public, all ages. We bring our vehicles out to emergency vehicle shows, local car gatherings, and public safety agency sponsored events. People are drawn to these cars, whether they want to turn on the lights, sit behind the wheel, or talk to us about the job.

At this time, we are actively looking to obtain complete Crown Victoria patrol cars upon their retirement, and understand that the Portsmouth Police Department plans to remove two from service soon. We are seeking a tax-deductible donation of an intact, marked and equipped PPD Crown Victoria directly from the city (minus radio/Wi-Fi/computer hard drive as necessary).

There would be no cost to the City of Portsmouth, and the City would avoid strip out costs and auction fees as well. The Museum would pay to have the car shipped out to us in California, and the car would be titled in the Museum's name. Our cars are stored in a private warehouse (or one of our personal garages) and the lightbars and police markings are covered when they are driven on the street. We take the responsibility of caring for these cars very seriously.

I hope that you share my passion and admiration for the Crown Victoria and their reputation in law enforcement, and see the value in preserving them. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Clark Vineyard". The signature is stylized and cursive, written in a dark ink on a white background.

Clark Vineyard, President

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, VEHICLES, TRAFFIC and PARKING, Article III, Section 7.330 A, No Parking; Section 7.341, Driving on Sidewalk and Article XI, Section 7.1100 E, Speed Limit: 25 of the ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

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

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

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

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

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

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

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

Section 7.1100: SPEED LIMITS

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

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

E. Speed Limit: 25 MPH

11. Middle Street

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

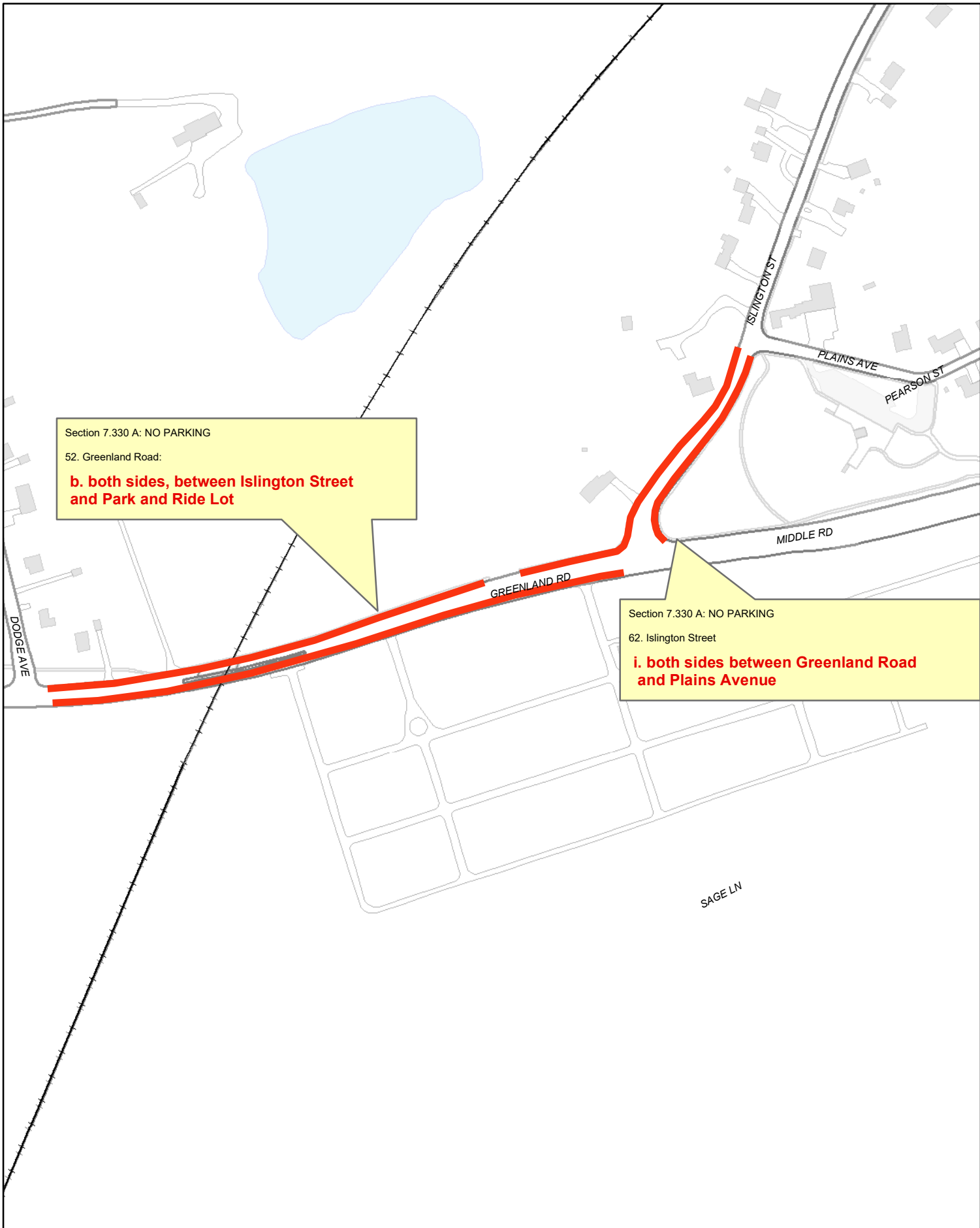
All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

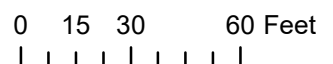


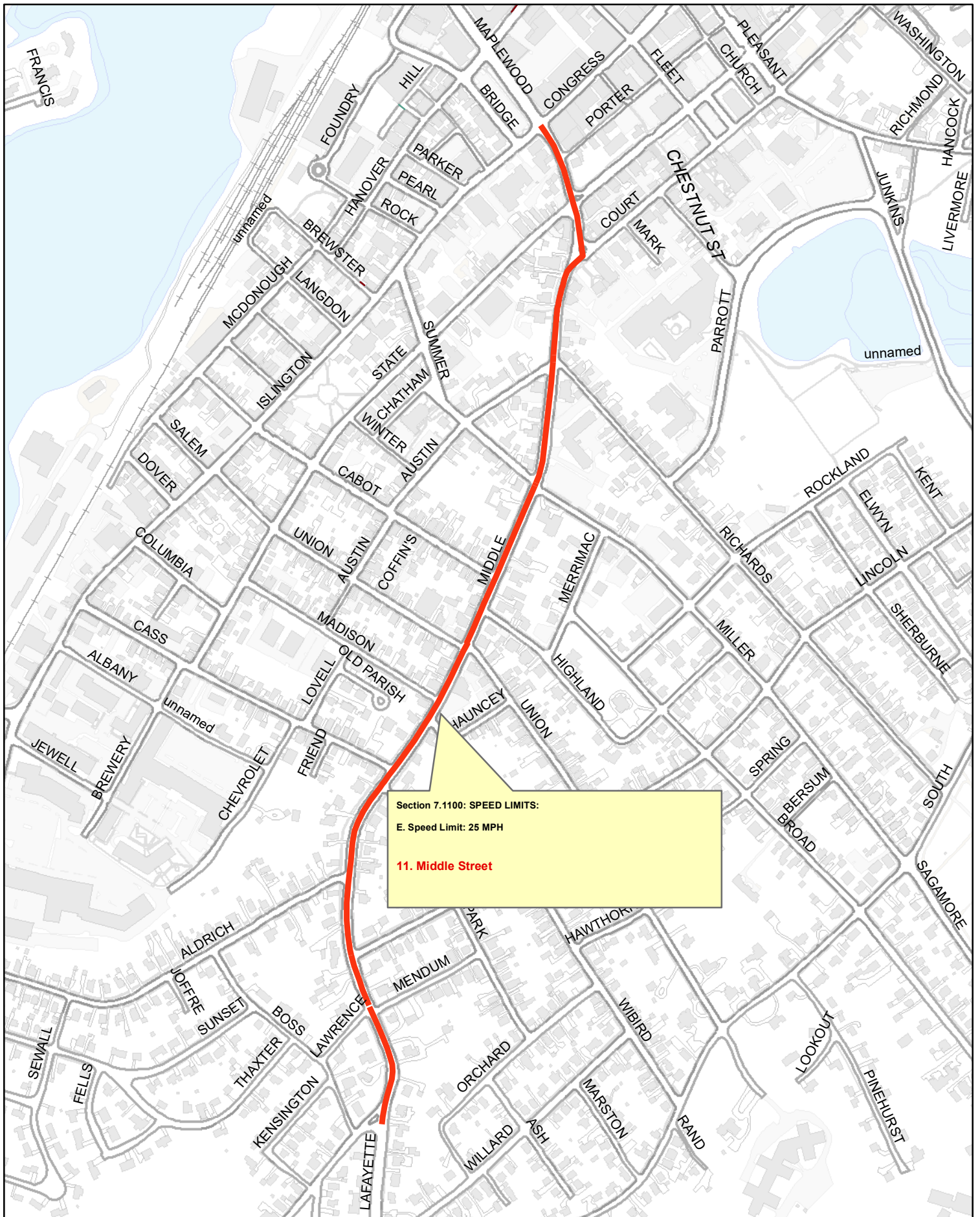
Section 7.330 A: NO PARKING
52. Greenland Road:
b. both sides, between Islington Street and Park and Ride Lot

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

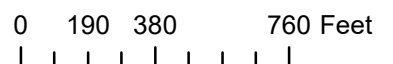


Section 7.330 A: NO PARKING
80. Mechanic Street
e. westerly side, between Gardner Street and
Hunking Street





Section 7.1100: SPEED LIMITS:
E. Speed Limit: 25 MPH
11. Middle Street



CABLE TELEVISION RENEWAL FRANCHISE

GRANTED TO

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE

AUGUST 1, 2024

City of Portsmouth Cable Television Renewal Franchise Agreement
August 1, 2024 – July 31, 2034
DRAFT 06-12-2024

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City of Portsmouth Cable Television Renewal Franchise Agreement

August 1, 2024 – July 31, 2034

DRAFT 06-12-2024

AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

City of Portsmouth Cable Television Renewal Franchise Agreement

August 1, 2024 – July 31, 2034

DRAFT 06-12-2024

ARTICLE 1 – DEFINITIONS

Section 1.1--Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 2 – GRANT OF RENEWAL FRANCHISE

Section 2.1 Grant of Renewal Franchise

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

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

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

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

Section 2.2 Term of Renewal Franchise

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

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Section 2.3 Non-Exclusivity of the Renewal Franchise

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

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

Section 2.4 Police and Regulatory Powers

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

Section 2.5 Removal or Abandonment

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

Section 2.6 Amendment by Mutual Agreement

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

ARTICLE 3 – TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1 Transfer of the Renewal Franchise

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

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

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

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

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

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

Section 3.2 Effect of Unauthorized Action

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

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

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

Section 3.3 No Waiver of Rights

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

ARTICLE 4 – SYSTEM DESIGN

Section 4.1 Subscriber Network

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

Section 4.2 Emergency Alert System

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

Section 4.3 Emergency Power

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

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ARTICLE 5 – CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 5.1 Service Availability

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

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

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

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

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

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

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

Section 5.2 Location of Cable Television System

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

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

Section 5.3 Underground Facilities

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

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

Section 5.4 Tree Trimming

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

Section 5.5 Restoration to Prior Condition

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

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

Section 5.6 Temporary Relocation

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

Section 5.7 Disconnection and Relocation

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

Section 5.8 Safety Standards

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

Section 5.9 Pedestals

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

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

Section 5.10 Private Property

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

Section 5.11 Right to Inspection of Construction

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

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

Section 5.12 Cable System Maps

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

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

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Section 5.13 Commercial Establishments

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

Section 5.14 Local permitting

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

Section 5.15 Residential Exterior Wiring

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

Section 5.16 Make Ready and Pole Transfers

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

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ARTICLE 6 – SERVICES AND PROGRAMMING

Section 6.1 Basic Service

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

Section 6.2 Programming

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

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

Section 6.3 Leased Channels for Commercial Use

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

Section 6.4 Cable Compatibility

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

Section 6.5 Continuity of Service

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

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

Section 6.6 Service Interruption

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

Section 6.7 Parental Control Capacity

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

Section 6.8 Connections and Monthly Service to Public Buildings and Schools

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

(b) The Franchisee shall supply one (1) digital Converter for each Outlet, if necessary, without charge to the City, for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the City shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall provide standard installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure. The requirements in this section shall be subject as applicable to the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this Renewal Franchise.

ARTICLE 7 – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Section 7.1 PEG Access Programming

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

Section 7.2 Peg Access Channels

(a) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) downstream Access Channel for Governmental Access programming, to be programmed by the City and/or the Access Corporation.

(b) The Franchisee shall continue to make available at no cost to the Franchising Authority or Access Corporation one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or the Access Corporation.

(c) The Franchisee shall, upon written request from the Franchising Authority, make available one (1) additional downstream Access Channel to be programmed by the Franchising Authority, its School Department and/or Access Corporation conditioned upon the following:

The second channel, pursuant to paragraph (b) above, is being substantially programmed. Substantially programmed shall mean that the second channel is carrying locally-produced, non-character generated programming between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, at least seventy percent (70%) of the time for the twelve (12) week period immediately preceding or the twelve week period preceding the Franchising Authority's written request for a third channel under paragraph (h) below, as may be applicable. Of the 70% described above, at least thirty percent (30%) of the programming shall be new, non-duplicative programming during that six week period.

The Franchisee shall have six (6) months from the receipt of such written notification to activate the Access Channel requested.

(d) The first two Access Channels shall be included as part of the Basic Service available to all Subscribers. The third channel may, at the option of the Franchisee, be made available in the digital tiers only.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the Access Channel(s), once established, without the advance, written notice to the Franchising Authority and the Access Corporation; such notice shall be at least ninety (90) days. The Franchisee shall use its best efforts, in good faith, to minimize any Access Channel(s) relocations. The Franchisee shall provide at least thirty (30) days to Subscribers of the relocation. Access Channels shall be located together whenever reasonably possible.

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(f) The City and/or the Access Corporation shall be responsible for the picture quality of all Access Programming at the input of the modulators which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the City's and/or Access Corporation's end-user equipment. The Franchisee may require access to the modulator(s) for the purpose of testing, maintaining, and/or adjusting output levels of the modulator, and the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may require the City or the Access Corporation to first test and determine if end-user equipment is the source of any apparent signal problems.

(g) Modulators or equivalent technology at origination locations shall be owned and maintained by the Franchising Authority.

(h) The Franchising Authority agrees that neither the second nor the third Access Channel shall be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority and/or Access Corporation may use character-generated messages along with new programming. The Franchising Authority and/or its designee(s) shall be responsible for providing the Access Channel signal(s) in a standard definition format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the Access Channels Signal(s) on its Cable System in standard definition format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(i) Franchisee shall distribute the Government Access Channel programming in high definition.

Section 7.3 Access Channel Maintenance

The Franchisee shall monitor the Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

Section 7.4 PEG Studio Move

Should the Access Corporation decide to relocate its studio facilities from its current location, as of the Effective Date of this Renewal Franchise, the Franchisee shall provide origination Capability to the new studio as follows:

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- (a) The Franchisee shall provide a written estimate of the cost of providing such video origination Capability within forty-five (45) days of receipt of a request from the Franchising Authority;
- (b) The Franchisee shall be responsible for the first Forty Thousand Dollars (\$40,000.00) of such new Drop and origination Capability relocation costs; any relocation costs in excess of \$40,000.00 shall be paid by the Franchising Authority and/or the Access Corporation;
- (c) Within forty-five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee, the Franchising Authority and/or the Access Corporation shall issue a payment, if such estimate exceeds \$ 40,000.00;
- (d) Upon receipt of the payment from the Franchising Authority, no later than forty- five (45) days of the Franchising Authority's receipt of the written estimate from the Franchisee (if such costs are \$40,000.00 or less), the Franchisee shall order equipment and begin the construction process; and
- (e) No later than thirty (30) days of the timelines established in Section 7.4(d) above for an aerial Drop and within ninety (90) days for an underground Drop, the Franchisee shall construct, install and provide such origination Capability Drop to the new PEG Access Studio, subject to Force Majeure.

Section 7.5 Censorship

The Franchisee shall not engage in any program censorship or any other control of the content of Access Channel programming on the Cable System, except as otherwise required or permitted by applicable law.

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ARTICLE 8 – FRANCHISE FEES

Section 8.1 Franchise Fee Payments

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenues, as defined in Section 1.1(23) supra, derived during each year of this Renewal Franchise. The Franchisee shall not be liable for Franchise Fees in excess of five percent (5%) of its Gross Annual Revenues; provided, however, the five percent (5%) cap shall not include:

(i) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or any damages.

(b) Payments shall be made on a quarterly basis throughout the term of this Renewal Franchise not later than forty-five (45) days after the end of each 3 month period (by Feb 15th, May 15, August 15th and November 15th). Payments shall be made payable to the City of Portsmouth.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding year. The Franchisee shall also complete and submit to the Franchising Authority, on a quarterly basis, a Gross Annual Revenues Reporting Form substantially and materially consistent with that which is attached hereto as Exhibit 3.

(d) Nothing in the Cable Act or this Renewal shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind otherwise permitted by law with respect to Cable Service.

Section 8.2 Other Payment Obligations and Exclusions

The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person.

Section 8.3 Late Payment

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the City pursuant to this Section 8.3 shall

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not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.I hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4 Recomputation

(a) Tender or acceptance of any payment required shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be subject to audit and recomputation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation and the Franchisee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

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ARTICLE 9 – RATES AND CHARGES

Section 9.1 Rate Regulation

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

Section 9.2 Notification of Rates and Charges

(a) The Franchisee shall make all rates and charges of any kind and all terms or conditions related to Subscriber Services: (1) available in writing at the Franchisee's business office; (2) accessible electronically through publication on Franchisee's website; and as required in writing under Section 13.5.

(b) The Franchisee shall provide annually to both the Franchising Authority and to all Subscribers written schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. If the Subscriber has opted for electronic communications schedules may be distributed by electronic mail.

(c) The Franchisee shall notify all Subscribers and the Franchising Authority in writing of any impending rate increases no later than thirty (30) days prior to such increase(s) and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days' notice. No rates or charges shall be effective except as they appear on a schedule timely provided to the Franchising Authority and Subscribers.

(d)

At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service.

(e) During the term of this Renewal Franchise, whenever a Subscriber contacts the Franchisee to inquire about Basic Service rates, the Franchisee shall clearly inform all Subscribers and potential Subscribers about the availability and price of the lowest cost of Cable Service.

(f) (c) Under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise requirements, may be passed through to Subscribers in accordance with federal law.

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Section 9.3 Credit for Service Interruption

In the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that the interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law.

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ARTICLE 10 – INSURANCE AND BONDS

Section 10.1 Insurance

From the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A commercial general liability policy naming the Franchising Authority, the City, its officers, boards, committees, commissions, and employees as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.

(2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;

(3) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(4) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

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- (d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the City may immediately suspend operations under this Renewal Franchise, subject to the provisions of Section 12.1 herein.

Section 10.2 Performance Bond

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety Franchised to do business in the State of New Hampshire in the sum of Twenty Five Thousand Dollars (\$25,000.00). The bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise.

(b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the City recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3 Reporting

The Franchisee shall submit to the Franchising Authority, upon request, copies of all current certificates regarding (i) all insurance policies, and (ii) the performance bond.

Section 10.4 Indemnification

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees,

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officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring City remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied. If the Franchising Authority does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Franchising Authority shall not exceed the amount of such settlement.

Section 10.5 Notice of Cancellation or Reduction of Coverage

The insurance policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice from the Franchisee of such intent to cancel, materially change or reduce the coverage required herein.

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ARTICLE 11 – ADMINISTRATION AND REGULATION

Section 11.1 Regulatory Authority

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System including enforcement and compliance.

Section 11.2 Performance Evaluation Hearings

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Renewal Franchise. The Franchisee shall be provided timely notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of such evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary.

Section 11.3 Emergency Removal of Plant

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

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Section 11.4 Removal and Relocation

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which cost the Franchisee shall reimburse to the City.

ARTICLE 12 – BREACH, LIQUIDATED DAMAGES, FRANCHISE REVOCATION

Section 12.1 Determination of Breach

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(b) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure the default and diligently continue such efforts until the default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after the public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearing, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;

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- (iv) foreclose on all or any appropriate part of the security provided pursuant to Article 10;
- (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other remedy available to the City.

Section 12.2 Liquidated Damages

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee receives written notice, by certified mail, of the provision or provision(s) which the Franchising Authority believes are in default, provided the Franchising Authority made a determination of default pursuant to Section 12.1 (d) above.

- (i) For failure to fully activate, operate, maintain the Subscriber Network, in accordance with Article 4, Five Hundred Dollars (\$500.00) per day, for each day that such non-compliance continues.
- (ii) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3, Two Hundred Fifty Dollars (\$250.00) per day, for each day that such non-compliance continues.
- (iii) For failure to comply with the PEG requirements of Article 7 including maintenance of origination locations, Five Hundred Fifty Dollars (\$500.00) for each day that any such non-compliance continues.
- (iv) For failure to comply with the Subscriber and consumer protections in accordance with Article 13, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.
- (v) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.
- (vi) For failure to timely submit any requested reports pursuant to Article 14, Fifty Dollars (\$50.00) per day that reports are not submitted as required.

Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal Franchise and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.2 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for the specific breach for such specific period of time only. With respect to liquidated damages assessed, all similar violations or

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failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

(b) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that the foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3 Revocation of the Renewal Franchise

In the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

Section 12.4 Termination

The termination of this Renewal Franchise and the Franchisee's rights shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 12.5 Notice To Other Party of Legal Action

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) days' notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

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Section 12.6 Non-Exclusivity of Remedy

No decision by the Franchising Authority or the City to invoke any remedy under the Renewal Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 12.7 No Waiver-Cumulative Remedies

- (a) The rights and remedies provided are cumulative and not exclusive of any remedies provided by 626(d) of the Cable Act.
- (b) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.
- (c) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

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ARTICLE 13 –SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1 Customer Service Office

(a) For the term of this Renewal Franchise, the Franchisee shall continue to maintain, operate and staff a conveniently located customer service office in Portsmouth or adjacent community.

The customer service office shall be open for walk-in business during Normal Business Hours for the purpose of, among other things, exchanging/replacing customer equipment; receiving customer payments, inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries.

(b) The Franchisee shall periodically notify its Subscribers of the location.

Section 13.2 Customer Service Call Center

(a) The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Franchisee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Franchisee shall log all such after-hours calls. Any answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.3 Installation Visits-Service Calls-Response Time

(a) The Franchisee shall provide Cable Service for new installations as set forth in Section 5.1 of this Renewal Franchise.

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- (b) When arranging appointments with Subscribers, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (c) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.
- (d) The Franchisee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.
- (e) System outages shall be responded to within 24 hours by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from an area sharing the same node, or when the Franchisee has reason to know of such an outage.
- (f) The Franchisee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 13.4 FCC Customer Service Obligations

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309.

Section 13.5 Notices to Subscribers

The Franchisee shall provide annually to all Subscribers the following:

- (a) Schedule of all rates and charges;
- (b) Description of all tiers and programming packages with a listing of channels or Services;
- (c) Summary of all billing policies, procedures and dispute mechanisms;
- (d) Notice of the availability of detailed information on parental lockout controls;
- (e) Franchisee's privacy policies;
- (f) Consumer Protection Notices as set forth in 13.6 of this Agreement; and
- (g) All other notices required by State and Federal law.

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The Franchisee shall make the above-listed information available at all times 1) in writing at the Franchisee's business office and (2) accessible electronically through publication on Franchisee's website.

Prospective Subscribers shall be provided the above-listed information in hard copy form upon request and new Subscribers shall be provided the above-listed information by mail within thirty (30) days of the start of service.

Section 13.6 Notice to Subscribers Regarding Quality of Service

As set forth in R.S.A. 53-C:3-d, annually, the Franchisee shall provide to each of its Subscribers a notice which:

- (a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau; and
- (b) States the responsibility of the Office of the Solicitor General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Solicitor General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

Section 13.7 Complaint Resolution Procedures

- (a) The Franchisee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - (i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.
 - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing

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administration of the Renewal Franchise and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of Complaints.

Section 13.9 Billing Practices Information and Procedures

Billing procedures shall be as follows:

(a) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

(b) The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

(c) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the bill date, unless otherwise required by applicable law(s).

(d) Subscribers shall have at least thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning their bill.

(e) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of the dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving Subscriber's written notification of the dispute. If the dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into the dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one day of expiration of the forty-five (45) day period.

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(f) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of the dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

Section 13.10 Disconnection and Termination of Cable Services

The Franchisee shall not disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given Subscriber written notice of such past due amount in a clear and conspicuous manner; and (3) Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

Section 13.11 Change of Service

Upon Subscriber's notification to disconnect or downgrade Service, the Franchisee shall cease and/or adjust Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of the change(s). Franchisee's charges, if any, shall comply with applicable federal law and regulation.

Section 13.12 Subscriber Equipment/Wiring

The Franchisee shall not cut, modify, or otherwise interfere with any coaxial, telephony, data, or electrical wiring in any Subscriber's residence or place of business without the express permission of the Subscriber or his agent, unless it presents an immediate danger to life or safety. Any such modification must be disclosed to the subscriber immediately.

Section 13.13 Employee and Agent Identification Cards

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee picture identification card issued by the Franchisee.

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Section 13.14 Protection of Subscriber Privacy

- (a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.
- (d) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

Section 13.15 Remote Control Devices

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscriber.

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ARTICLE 14 – REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1 General

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. If the City Attorney agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

Section 14.2 Financial Reports

Upon written request, the Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, a Statement of Income upon which the annual Franchise Fee is based, including: all Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), Leased Access revenues.

Section 14.3 Cable System Information

Upon written request but not more than once per year, the Franchisee shall file with the Franchising Authority a statistical summary of the operations of the Cable System. The report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

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Section 14.4 Reports of Subscriber Contact

To establish the Franchisee's compliance with the requirements set forth in Article 13, the Franchisee shall provide to the Franchising Authority, upon written request of the Franchising Authority, such reports from existing tracked data of Subscriber contact with the Franchisee as may be reasonably requested.

Section 14.5 Subscriber Complaint Log

(a) In accordance with RSA 53-C:3-e as it may be amended, the Franchisee shall keep a record or log of all Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years and shall be available to the Franchising Authority upon request.

(b) The Franchisee shall, within ten (10) business days after receiving a written request from the Franchising Authority, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.6 Annual Performance Tests

Upon request of the Franchising Authority, the Franchisee shall provide copies of its applicable Cable System performance tests for the Portsmouth area including, as may be applicable to Cable System, and including applicable performance tests arising from the Franchisee's obligations under 47 C.F.R. Section 76.640, Support for Unidirectional Cable Products Digital Systems.

Section 14.7 Quality of Service

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

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Section 14.8 Dual Filings

- (a) Upon written request, the Franchisee shall make available to the Franchising Authority, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Portsmouth Cable System operation hereunder.
- (b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Portsmouth Cable System operation hereunder, it shall immediately notify the other party in writing of the request, petition or waiver.

Section 14.9 Additional Information

At any time during the term of this Renewal Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise.

Section 14.10 Investigation

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Franchising Authority or City for the purpose of verifying compliance with this agreement and applicable law.

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ARTICLE 15 – MISCELLANEOUS PROVISIONS

Section 15.1 Entire Agreement

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 Captions

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 15.3 Separability

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 15.4 Acts or Omissions of Affiliates

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 15.5 Renewal Franchise Exhibits

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

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Section 15.6 Warranties

The Franchisee warrants, represents and acknowledges, that, as of the Effective Date of this Renewal Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

Section 15.7 Force Majeure

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, that party shall not be in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials or other event that is reasonably beyond the control of the Franchisee, the Franchising Authority and/or the City.

Section 15.8 Nondiscrimination

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination through the term of the Renewal Franchise.

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Section 15.9 Applicability of Renewal Franchise

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Franchising Authority, the Franchisee, and their respective successors and assignees.

Section 15.10 Notices

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by first class or certified mail (postage prepaid) to

- (i) Office of the City Manager
Portsmouth City Hall
1 Junkins Avenue
Portsmouth, New Hampshire 03801

With copies to:

- (ii) City Attorney
Portsmouth City Hall
1 Junkins Avenue
Portsmouth, New Hampshire 03801

or such other address(es) as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

- (i) Comcast Cable Communications, Inc.
Attn: Government Affairs
181 Ballardvale Street
Suite 203
Wilmington, Massachusetts 01887

With copies to:

- (ii) Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

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- (iii) Comcast Cable Communications
Attn: Government Relations
1701 JFK Boulevard
Philadelphia, Pennsylvania 19103

or such other address(es) as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

- (c) All required notices shall be in writing.

Section 15.11 City's Right of Intervention

The City hereby reserves to itself, and the Franchisee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

Section 15.12 No Recourse Against the Franchising Authority

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief

Section 15.13 Term

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

Section 15.14 Jurisdiction

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by

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this instrument subject themselves to the personal jurisdiction of the court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 15.15 No Third-Party Beneficiaries

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

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EXHIBITS

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EXHIBIT 1 – PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide, at a minimum, the following broad categories of Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Foreign Language Programming; and
- Local Programming.

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**EXHIBIT 2 – FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS
AND SCHOOLS**

The following schools and public buildings shall, if requested by the Franchising Authority, receive Drops and the monthly Basic Cable Service at no charge *.

The Franchisee shall, if requested by the Franchising Authority, supply the same number of DTA's listed below and up to three (3) DTA's at each location not showing any DTA's. The buildings listed below shall receive the number of DTA's as listed and highlighted.

1. City Hall/School Department Central Office, 1 Junkins Avenue, Portsmouth
2. Police Dept, 3 Junkins Avenue, Portsmouth
3. Library, 175 Parrott Avenue, Portsmouth
4. Department of Public Works, 680 Peverly Hill Road, Portsmouth
5. Portsmouth Fire Station 1, 170 Court Street, Portsmouth
6. Portsmouth Fire Station 2, 3010 Lafayette Road, Portsmouth
7. Portsmouth High School, 50 Alumni Circle, Portsmouth
8. Portsmouth Middle School, 155 Parrott Avenue, Portsmouth
9. Little Harbour School, 50 Clough Drive, Portsmouth
10. New Franklin School, 1 Frankin Drive, Portsmouth
11. Dondero School, 32 Van Buren Avenue, Portsmouth, NH 03801
12. Portsmouth Alternative Secondary School, 35 Sherburne Road, Portsmouth (until August 30, 2024)
13. Spinnaker Point Recreation Center, 30 Spinnaker Way, Portsmouth
14. Connie Bean Recreation Center, 155 Parrott Avenue, Portsmouth
15. Pierce Island Wastewater Treatment Facility, Peirce Island Road, Portsmouth
16. Senior Activity Center, 125 Cottage Street, Portsmouth
17. Foundry Place Garage Parking Office, Portsmouth
18. Madbury Water Treatment Plant, 60 Freshet Road, Madbury
19. Community Campus, 100 Campus Drive, Portsmouth

In the event that Comcast serves International Drive at Pease, Fire Station 3, at 127 International Drive, Portsmouth NH

* and, subject to Section 6.8 supra, any and all new municipal and/or Portsmouth Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

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EXHIBIT 3 – GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM

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SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the City Council of the City of Portsmouth, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc., this _____ day of _____, 2024.

THE CITY OF PORTSMOUTH

By: Karen S. Conard
Title: City Manager

As authorized by the City Council by vote taken: _____

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By: _____
Title: _____

Background

State and federal law set the boundaries by which municipalities can regulate a cable company such as Comcast. The City is not authorized to regulate programming and rates. The City also lacks the authorization to regulate the broadband and telephone portions of the typical Comcast package. The City does have authority to regulate use of the rights-of-way and collect a franchise fee for that use. Public, educational, and governmental access channels (PEG channels), such as the one used to broadcast the City's government channel and the one used for PPMTv, are also subjects for negotiation.

Key Provisions

- The City will continue to receive quarterly 5% of the gross annual revenues generated from Portsmouth's cable television subscribers. Five percent is the maximum percentage the City can receive under the law. The gross annual revenues calculated do not include streaming, internet, telephone, or cellular services. During fiscal year 2024, the City received a total of \$445,164.08. The City records the first \$360,000 in the General Fund and the remainder goes to a trust for the benefit of PPMTv operations. By contrast, when the City last renewed the franchise agreement in 2019, the City received \$512,407.00 in revenue (fiscal year 2018). The amount of revenue generated from the franchise fee has decreased every year since 2017 and reflects subscribers' transition away from traditional cable television to streaming services and to providers other than Comcast.
- Comcast will continue to provide two PEG channels, one to support the government channel and the second for PPMTv.
- Comcast has agreed to maintain a customer service office in Portsmouth or an adjacent community. The Xfinity Store on Woodbury Avenue is serving in that capacity. Comcast's property at Greenleaf Avenue is no longer providing service to the public at that location.
- The City will continue to receive cable drops to its municipal buildings.
- Language in the agreement relative to relocation of lines and equipment underground was modified from past agreements to make it clear that where other utility companies, such as electricity and telephone, are being compensated for placing their facilities underground that Comcast be treated similarly.

- Language was updated to allow the City (as the Franchising Authority) and subscribers who have signed up for electronic payments and communications, to receive legally required communications by e-mail. Those subscribers without e-mail or who have opted out will still receive the required notices by mail.
- The term of this proposed agreement is ten (10) years.
- This agreement does not preclude the entry of another cable television provider into the Portsmouth market.

Sam Accardi, Founder
Yellowfin Events LLC
1370 Welsh Rd. North Wales, PA 19454
sam@bikesandbeers.com cell: 609-231-4049

April 1, 2024

Ms. Karen Conard, City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, New Hampshire 03801

Dear Ms. Conard:

Yellowfin Events is seeking the appropriate approvals for our Bikes & Beers cycling event that partners with Cisco Brewers Portsmouth and benefits the Bike Walk Alliance of New Hampshire (BWANH). The event will be hosted by Cisco Brewers Portsmouth and utilize the Pease Tradeport, which we have already initiated discussion with Chasen Congreves. Please see details below:

DATE / TIME: July 20, 2024. Event will start at 8:00 am and finish by 12:30 pm.

LOCATION: Start/Finish will be at Cisco Brewers Portsmouth (35 Corporate Dr, Portsmouth, NH 03801)

ATTENDEES: We are expecting 300-400 Cyclists

TIMEFRAME: Event will be cleaned and broken down by 2:30 pm

FOOD: Food will be provided by Cisco Brewers Portsmouth (For purchase by participants)

SANITATION: We will have the appropriate number of porta-potties on site, working with the Portsmouth Health Officials.

POLICE: We will work with the Portsmouth Police Department to arrange 1-2 Detail Officers at any higher traffic areas.

I am available at the above contact information for further questions, or can virtually attend any necessary meetings.

Thank you,



Sam Accardi

CC: Chasen Congreves (PDA)
Attachment: COI City of Portsmouth



Millennium Running
138 Bedford Center Rd.
Bedford, NH 03110
Tel: 603-488-1186
www.millenniumrunning.com

June 6, 2024

Karen S. Conard, Town Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

RE: Event Request - Restore New Castle 10k

Dear Ms. Conard,

I am writing you, on behalf of Millennium Running with the permissions of the Town of New Castle, for the City of Portsmouth's approval to host the 2025 Restore New Castle 10k on Sunday, April 27 at 9:30 AM.

Just as we do for other events in the City of Portsmouth and in the State of NH, we will work in complete cooperation with our local municipal Police and Fire Departments and venue partners to ensure a safe event.

The has a start and finish at Great Island Common in New Castle, NH. A 1.7 mile portion of the famous 6.2 mile course runs through the City of Portsmouth using Sagamore Avenue, South Street, and New Castle Avenue.

The course map can be viewed at <https://connect.garmin.com/modern/course/86903275>

This event will be making charitable donations to our official charity, The Special Olympics, as well as numerous local high school organizations from Exeter, Winnacunnet, Oyster River, and Portsmouth High Schools. To date, Millennium has distributed over \$1.3 Million to local organizations from our signature events. We look forward to producing safe, first-class events for our running community while raising funds for our charitable partners.

Further information on the race can be found at <https://www.millenniumrunning.com/newcastle> or by contacting me directly with any questions and/or concerns.

Thank you for your support of our event and the running community!

Thank you,

Mike Peabody, C.O.O.
Millennium Running

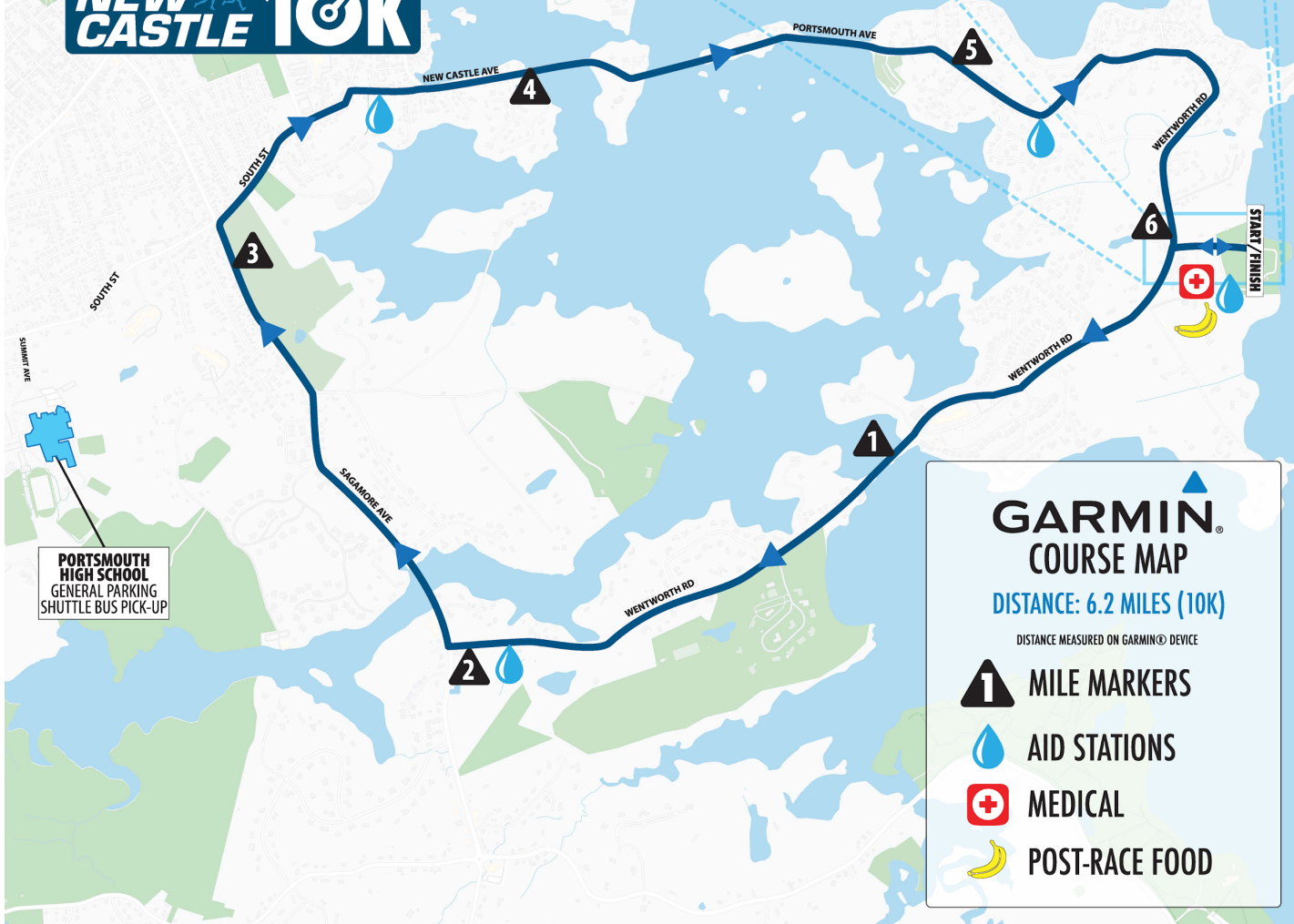
Attached: - Course Map
- Turn-by-Turn Directions & Timeline

2025 Course Map



restore hyper wellness
NEW CASTLE 10K

GREAT ISLAND COMMON | RACE HQ



GARMIN® COURSE MAP

DISTANCE: 6.2 MILES (10K)

DISTANCE MEASURED ON GARMIN® DEVICE

- MILE MARKERS
- AID STATIONS
- MEDICAL
- POST-RACE FOOD

Restore New Castle 10k Turn-By-Turn Direction and Timeline.

Mileage	Instruction	First Runner	Last Runner
0	START on Tabutt Memorial Way / Great Island Common	9:30 AM	9:33 AM
0.18	LEFT onto Wentworth Rd	9:30 AM	9:36 AM
2.08	RIGHT onto Sagamore Ave/ Rt 1A	9:40 AM	10:15 AM
3.15	RIGHT onto South St	9:45 AM	10:37 AM
3.57	RIGHT onto New Castle Ave	9:47 AM	10:45 AM
3.73	RIGHT to continue on New Castle Ave/ Rt 1B	9:48 AM	10:48 AM
4.28	Continue STRAIGHT onto Portsmouth Ave/ Rt 1B	9:51 AM	11:00 AM
5.16	Stay LEFT to continue onto Cranfield St/ Rt 1B	9:55 AM	11:18 AM
5.34	RIGHT to continue onto Main St/ Rt 1B	9:56 AM	11:21 AM
5.65	RIGHT onto Wentworth Rd/ Rt 1B	9:58 AM	11:28 AM
6.03	LEFT onto Tabutt Memorial Way / Great Island Common	10:00 AM	11:35 AM
6.2	FINISH	10:01 AM	11:39 AM

From: [Ian Coughlan](#)
To: [Jessica S. Griffin](#)
Subject: Event Request - Go Skateboarding Day 2024 June 22nd 3-7PM
Date: Thursday, June 6, 2024 12:25:19 PM
Attachments: [Artboard 1.png](#)

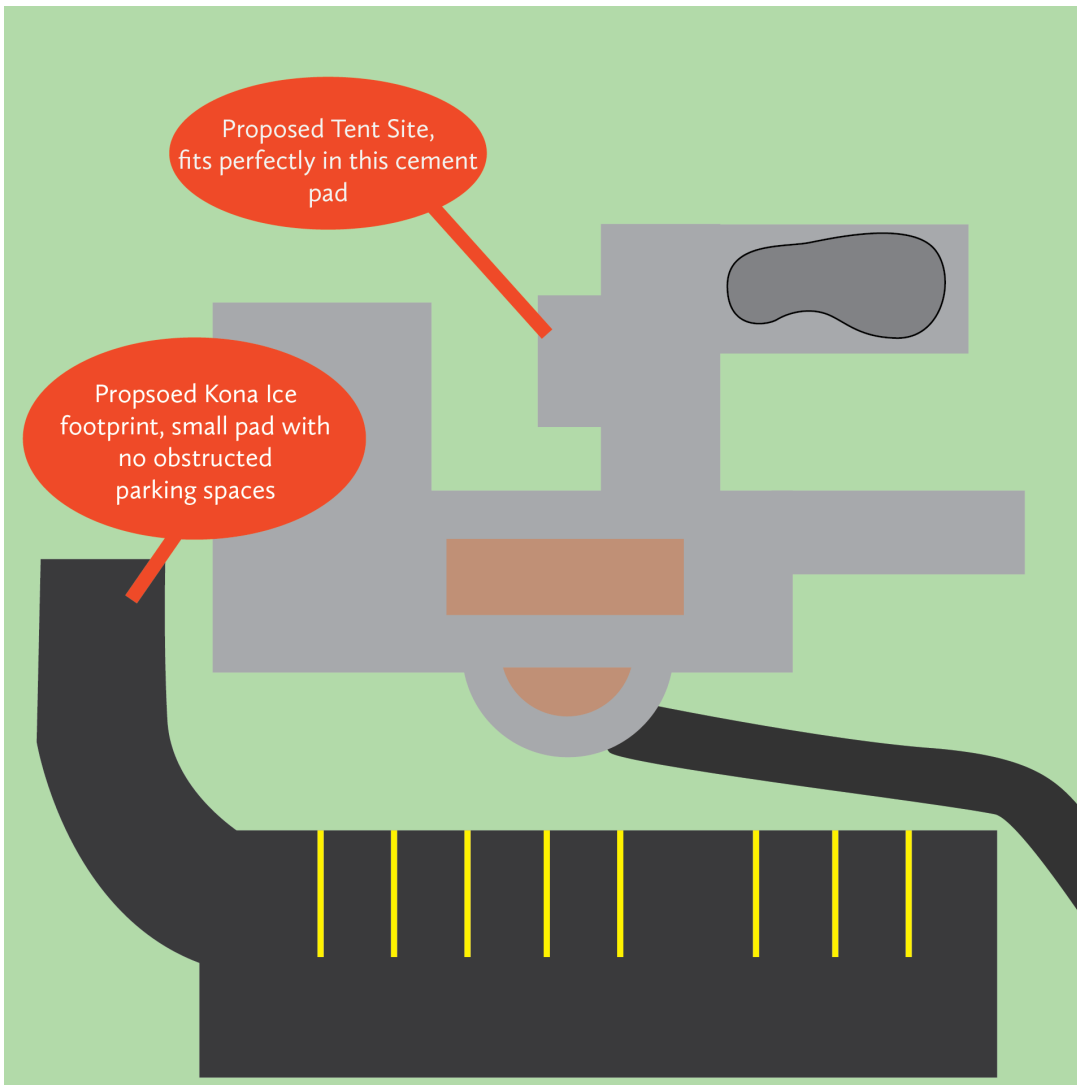
Hi Jessica,

I am looking to put in a formal request for an event at the Portsmouth Skatepark on Saturday, June 22nd from 3-7pm.

Details of the event:

- June 22nd from 3-7PM
- We expect ~75-125 attendants
- Coureur will have a tent setup, 10x20 pop up
- Contests/giveaways sponsored by Coureur/Vans
- Kona Ice truck will be in attendance for part of the event, Kona is an approved vendor from the Health and Safety Department
- We will coordinate with Health and Safety to serve hamburgers and hotdogs cooked on a flat top grill with propane fuel source
- We will have one small portable speaker for some music, no PA system
- Carpooling will be encouraged to mitigate parking issues. Overflow parking will be directed to either the baseball field (if no game is scheduled) and/or the Park n Ride just over the bridge

Please see the below overhead view of the park for tent and Kona Ice footprints.



I know this is last minute and apologize for that, I was unaware of the requirements, but I'm hoping there can be some flexibility to help run this through the process for the meeting on the 17th. I understand there may need to be a logistics meeting and am happy to make myself available.

Thanks so much for your help and please let me know how else I can facilitate.

--



Millennium Running
138 Bedford Center Rd.
Bedford, NH 03110
Tel: 603-488-1186
www.millenniumrunning.com

June 7, 2024

Karen S. Conard, Town Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

RE: Event Request - St. Paddy's 5k/10k

Dear Ms. Conard,

I am writing you, on behalf of Millennium Running with the permissions of the Pease Development Authority, for the City of Portsmouth's approval to host the 2025 St. Paddy's 5k/10k on Sunday, March 9 at 10:00 AM.

Just as we do for other events in the City of Portsmouth and in the State of NH, we will work in complete cooperation with our local municipal Police and Fire Departments and venue partners to ensure a safe event.

The St. Paddy's 5k/10k has a start and finish at Paddy's Grille and will be run entirely within the Pease Tradeport. All permissions have been granted by our venue partner's ownership and management group as well as the appropriate applications have been submitted to the City of Portsmouth.

The course map can be viewed at <https://www.mapmyrun.com/routes/view/5972116339>

This event will be making charitable donations to our official charity, The Special Olympics, as well as numerous local high school organizations from Exeter, Winnacunnet, Oyster River, and Portsmouth High Schools. To date, Millennium has distributed over \$1.3 Million to local organizations from our signature events. We look forward to producing safe, first-class events for our running community while raising funds for our charitable partners.

Further information on the race can be found at <http://www.millenniumrunning.com/stpaddys> or by contacting me directly with any questions and/or concerns.

Thank you for your support of our event and the running community!

Thank you,

Mike Peabody, C.O.O.
Millennium Running

Attached:

- Turn-by-Turn Directions & Timeline

St. Patty's 5k/10k Turn-by-turn

Mileage	Instruction	First Runner	Last Runner
0	Start on Corporate Drive in front of Paddys American Grill	10:00:00 AM	10:03:00 AM
0.1	Continue STRAIGHT on Corporate Drive at Goose Bay Dr	10:00:29 AM	10:06:03 AM
0.1	Continue STRAIGHT on Corporate Drive at Redhook Way	10:00:29 AM	10:06:03 AM
0.4	Continue STRAIGHT on Corporate Drive at Goose Bay Dr	10:01:57 AM	10:15:10 AM
0.51	Continue STRAIGHT on Corporate Drive at Rye St	10:02:29 AM	10:18:31 AM
1	RIGHT onto Oak Ave	10:05:15 AM	10:21:18 AM
1.13	U-TURN on Oak Ave	10:05:55 AM	10:23:41 AM
1.22	RIGHT onto Corporate Drive	10:06:24 AM	10:25:20 AM
1.47	Continue STRAIGHT on Corporate Drive at Ashland Rd	10:07:08 AM	10:47:44 AM
1.9	Continue STRAIGHT on Corporate Drive at Grafton Rd	10:09:13 AM	11:00:49 AM
2.07	RIGHT onto International Drive	10:10:03 AM	11:05:59 AM
2.35	Continue STRAIGHT on International Drive at Oak Ave	10:11:25 AM	11:14:31 AM
2.6	Continue STRAIGHT on International Drive at Rye St	10:12:37 AM	11:22:07 AM
3	5k STRAIGHT to FINISH / RIGHT on Corporate Dr to START LAP 2 of 10k	10:14:34 AM	11:34:17 AM
3.1	5k FINISH	10:15:03 AM	11:37:20 AM
3.25	Continue STRAIGHT on Corporate Drive at Goose Bay Dr	10:15:47 AM	11:41:54 AM
3.25	Continue STRAIGHT on Corporate Drive at Redhook Way	10:15:47 AM	11:41:54 AM
3.61	Continue STRAIGHT on Corporate Drive at Goose Bay Dr	10:17:32 AM	11:52:51 AM
3.78	Continue STRAIGHT on Corporate Drive at Rye St	10:18:21 AM	11:58:02 AM
4.1	RIGHT onto Oak Ave	10:21:30 AM	11:18:03 AM
4.24	U-TURN on Oak Ave	10:22:14 AM	11:20:37 AM
4.3	RIGHT onto Corporate Drive	10:22:32 AM	11:21:43 AM
4.58	Continue STRAIGHT on Corporate Drive at Ashland Rd	10:22:14 AM	12:22:22 PM
5	Continue STRAIGHT on Corporate Drive at Grafton Rd	10:24:16 AM	12:35:09 PM
5.1	RIGHT onto International Drive	10:24:46 AM	12:38:12 PM
5.4	Continue STRAIGHT on International Drive at Oak Ave	10:26:13 AM	12:47:19 PM
5.7	Continue STRAIGHT on International Drive at Rye St	10:27:40 AM	12:56:27 PM
6.2	10k FINISH @ Paddy's American Grille	10:32:30 AM	11:56:30 AM



Granite State Wheelers

Bicycling in New Hampshire since 1971

215 S. Broadway #216
Salem, NH 03079-3374
603-898-5479

June 11, 2024

City of Portsmouth NH
Portsmouth City Council
1 Jenkins Avenue
Portsmouth, NH 03801

RE: Permit request for the annual Granite State Wheelers Seacoast Century bicycle ride

Dear Portsmouth City Council Members:

On behalf of the Granite State Wheelers bicycle club, please accept our thanks for the city's support of the Seacoast Century bicycle ride in past years. Our 50^h annual event is scheduled for Saturday, September 21, 2024.

We request approval to travel through Portsmouth on the same route as 2023. A route map is attached, along with a certificate of insurance. This is a scenic bicycle ride, *not a race*. There are no road closure requests. Riders will be traveling 50, 63 and 100 mile routes starting and finishing at Hampton Beach State Park.

Approximately 900 cyclists will ride through Portsmouth throughout the day. Riders will be well spread out by the time they reach Portsmouth, traveling individually or in small groups. We draw experienced cyclists with most riding 100 miles. Event entry fees are used for event expenses and as a fundraiser for bicycle safety and advocacy in New Hampshire.

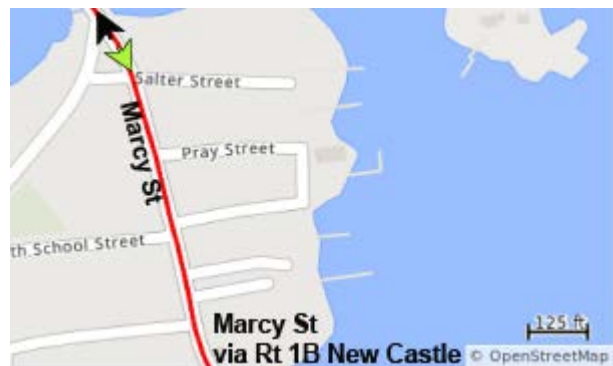
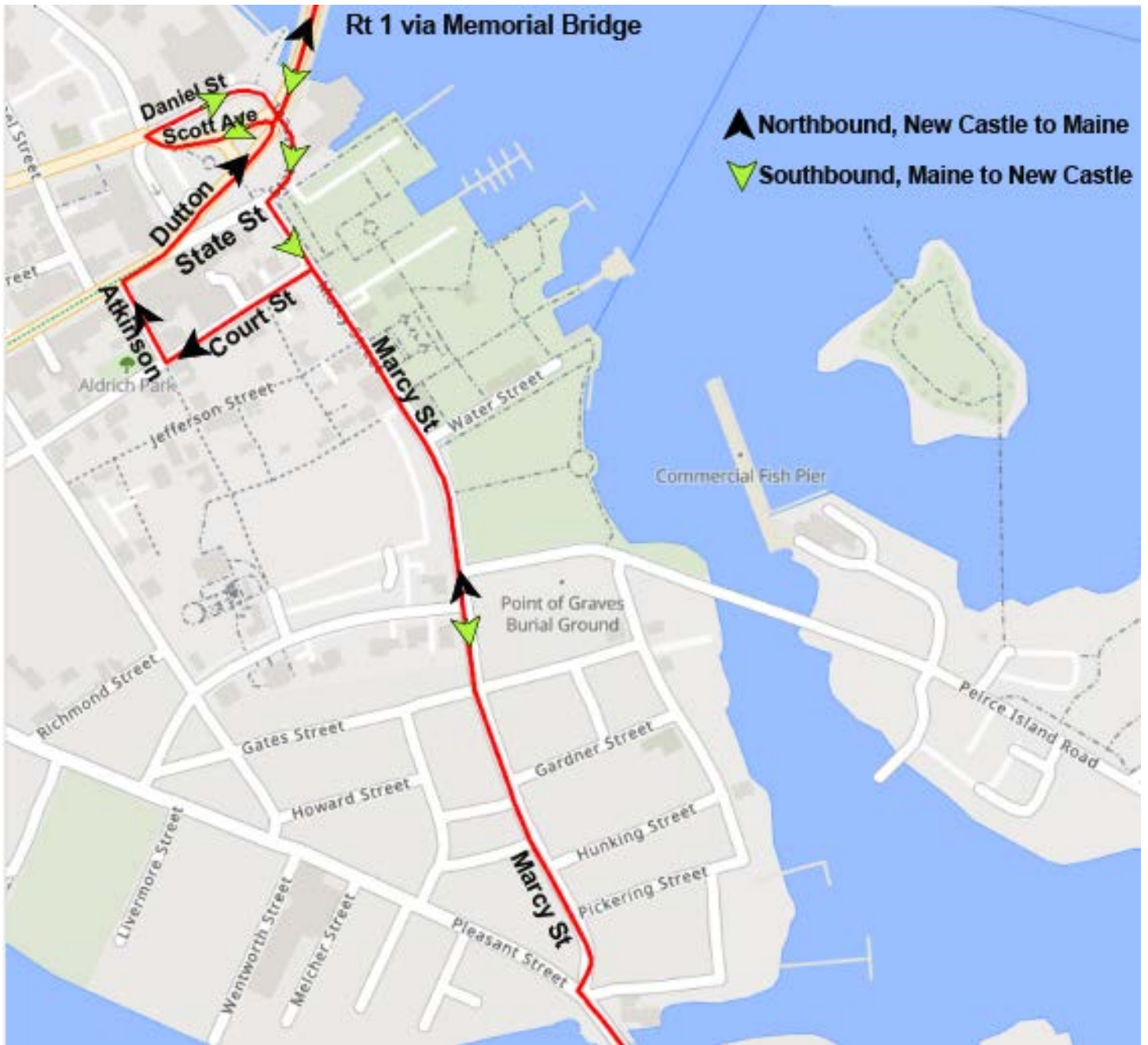
As in the past, we will work closely with your City Manager, Police and other departments, as needed. We will request police detail requests, expecting the same coverage as last year.

Thank you for your support and assistance in making this 50th Seacoast Century a safe and successful event. I look forward to working with City staff. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Dave Topham".

David S. Topham
GSW Office / Co-Founder 1971
office@gswheelers.org
603-898-5479



GSW 2024 Seacoast Century Route through Portsmouth

CITY COUNCIL E-MAILS

Received: June 3, 2024 (after 5:00 p.m.) – June 13, 2024 (before 9:00 a.m.)

June 17, 2024 Council Meeting

Submitted on Mon, 06/03/2024 - 16:53

First Name

Peter

Last Name

Carey

Email

afjago6@gmail.com

Address

39 Mount Vernon Street

Message

We are opposed in the strongest terms to the proposed police station plan. To be clear, we acknowledge our police department's critical need for new, state-of-the-art facilities. However, it would be absolutely irresponsible for the City Council to vote on the proposed siting of the building based on a plan described as preliminary and made public less than two weeks ago and before a thorough needs assessment has been completed.

City Councilors Kate Cook and Andrew Bagley have, from the start, been raising all the right issues and asking all the right questions. They want to know—as we do—what exactly the police department absolutely needs to perform its missions now and in the foreseeable future. They question—as we do—the square footage and cost of the project, both of which far exceed the size and cost of police facilities in other seacoast communities, particularly those with comparable or even bigger police forces and similar or even bigger populations. Portsmouth taxpayers need and deserve answers to these questions before the City Council makes any siting decisions.

Police Chief Mark Newport has reportedly said that his department has gone through the building plan with a fine-toothed comb. We're not convinced that he has. After all, this comes from the Chief who, in explaining away his department's initial \$70 million plus building proposal that included an indoor running track, referred to the proposal as a "wish list." This kind of "wish list" thinking totally offends us as taxpayers, and it's one of the reasons that we see such wasteful spending at all levels of government. This whole discussion needs to center on needs and requirements—not wishes. This isn't a negotiation.

Needs must drive the size and scale of the project. The preliminary plan is—in one word—atrocious. We share the views of Mary Lou McElwain and all our other neighbors, as well as so many of our Portsmouth friends, that the proposed police building annex—as currently configured—is ugly and way too massive for the site, obliterates sight lines and views, impinges on South Mill Pond and its surrounding green space, and is totally out of character with our historic South End. The architects bombed.

Thank you for your consideration.

Pete Carey and Mary-Jo Monusky

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 06/03/2024 - 17:47

First Name

Jan

Last Name

Nisbet

Email

janisbet@unh.edu

Address

139 South Street

Message

The current location and design of the "Community Policing Facility" is atrocious. It ruins the character of the South Mill Pond district and creates an unwelcoming symbol of our city. It also seems to violate the Shoreland Protection Zone regulations. Why is the Brunswick, Maine Police Department relatively small given similarities in population and crime compared with what is being presented to the City of Portsmouth? There must be another solution that will not ruin the district. As everyone knows, the City Hall, the old hospital with upgrades, is in itself an eyesore. Why perpetuate a bad design and decision that was made decades ago? Why not put the police station in the parking lot on the intersection of South and Junkins? We can do better than this.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 06/03/2024 - 18:04

First Name

Richard

Last Name

Smith

Email

richard@cuzinrichard.com

Address

93 High Street #1

Message

Please prioritize affordable housing over an unnecessary investment in Market Sq makeover . Market Sq is not an urgent matter. The money spent to this point on a consultant was poor judgement given the seriousness of affordable housing.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Mon, 06/03/2024 - 19:03

First Name

Judy

Last Name

Hiller

Email

hillerj@rcn.com

Address

18 Manning

Message

I find the new design for the proposed Police station just plain ugly. The mass is too large and the design frankly awful.

Fire the architects. Would like an explanation as to why the sq ft has doubled? and what is the justification. I would recommend that offices that do not need to be located at city hall be relocated to the Sherburne school and that space be used instead of a massive addition. \$42M is a # I do not support.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Tue, 06/04/2024 - 17:35

First Name

Elizabeth

Last Name

Dinan

Email

dinanroom@gmail.com

Address

639 maplewood ave

Message

Councilors,

In 2014, the City Council authorized spending \$20K for an investigation (independent of a county probate court case) into the now-infamous police-corruption case involving an officer's (overturned) \$2.7M inheritance from an elderly resident with dementia. A quarter of the estate was returned to the Police and Fire departments by the court. The Council's inquiry was led by retired judge Stephen Roberts and one of the published findings was to review whether the Police Commission should remain in existence. The saga surrounding a new police station is a reminder of that finding.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Wed, 06/05/2024 - 13:44

First Name

Anne

Last Name

Hayes

Email

ahayes@gathernh.org

Address

210 West Road, Unit 3

Message

I am writing as the Executive Director of Gather in support of Portsmouth Housing Authority's bid to develop the Sherburne School site into workforce housing. PHA has been a wonderful partner for Gather across a range of our programs from our free mobile markets at Gosling Meadows, Atlantic Heights, Margeson Apartments, and Woodbury Manor to our raised bed gardens and related programming at Atlantic Heights to our joint Rock the Crock cooking classes and quarterly senior community dinners at Great Bay Community College.

We have been thrilled with PHA's collaborative approach and dedication to providing programs to enhance the lives of their residents.

What I hope to convey is our belief that having a deep connection to the community and an understanding of the needs of residents when undertaking this kind of a development is essential. PHA brings that to the table in a way that others cannot.

I would be happy to provide more information if needed. I can be reached at 781-640-9975 or ahayes@gathernh.org. Thank you for your consideration.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

Submitted on Tue, 06/11/2024 - 11:43

First Name

Brian

Last Name

Gibb

Email

bkgibb@gmail.com

Address

348 Maplewood Ave Apt 2

Message

As you all move forward with a new police station, I'd like to ask you all to consider (as Councilor Cook has pointed out twice), do you really, firmly believe that you understand the rationale for the size/cost of a new station? I have not seen anything that looks like an unbiased assessment from a specialist. There may very well be a reason that the price tag is coming in much larger than Dover and other towns. It may be because we don't actually need all of the space being requested. It is critical that we are spending for what is actually required and not what is wanted or idealistic. The cost is going to be born by the taxpayers whom many I believe are going to have sticker shock this fall when we get our updated assessments. The size also clearly influences how much space is required to extend the current building and block out vistas that many of us have expressed to you that we prefer to preserve. A large price tag also will force critical items in the CIP to be pushed out further unless taxes are increased further. This is likely the most important decision that you or any council will make. Please show us your fiscal responsibility by demanding a sound rationale for the significant additional space/price. I've heard multiple councilors repeatedly say that they haven't seen enough information and what was presented was "poor". Please pause and request solid data so that you can make an informed decision. It's what the community that elected you expects. I certainly plan to continue pointing this issue out to residents as things advance. "Do you know what you're paying for?" As always, I remain grateful for your dedicated service to our wonderful city.

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting. Yes

June 11, 2024

Karen S. Conard
City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Re: Haven Court Changes

Dear Karen:

One Market Square, LLC., holds title to property located at 1 Congress Street and 10 High Street which is delineated on the City of Portsmouth Tax Map 117 as Lot 14. This property includes Haven Court going from High Street down Haven Court to a certain parcel of land owned by the City of Portsmouth. Attached is a survey from Haley Ward depicting Haven Court.

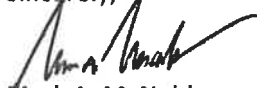
We are planning to remove the "hill portion" of Haven Court and connect High Street with Fleet Street for an easy to walk, handicap accessible and safe for pedestrian connection. Making Haven Court handicap accessible also creates a safer walking surface in the winter and aids with removing snow, removing trash, and installing and maintaining underground utilities and transformers. Lowering the elevation of Haven Court also allows a new retail storefront to be installed in the brick wall of JJ Newberry thereby creating street level retail space which will connect the retail experience with Fleet Street and High Street and bring to life Haven Court. The capital cost to reconfigure Haven Court, create a retail storefront and all the public improvements will be paid for by One Market Square, LLC., with no cost to the City of Portsmouth.

On April 10, 2024, One Market Square, LLC., entered into a binding Purchase & Sale Agreement to acquire the JJ Newberry property from Wenberry Associates, LLC. While completing due diligence on the JJ Newberry parcel, we discovered the High Hanover Parking Garage has been built onto land owned by One Market Square. This encroachment of the High Hanover Parking Garage is depicted on the attached Boundary Survey from Haley Ward Engineering dated January 25, 2024.

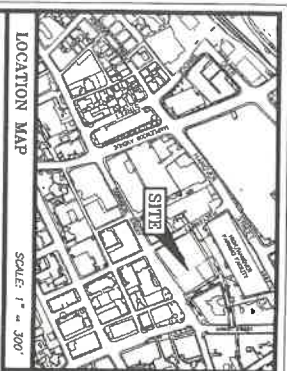
In order to cure the encroachment of the High Hanover Parking Garage and create common ownership for Haven Court and cure a faulty land subdivision of the referenced 808 square feet of land to the City and for One Market Square paying for all capital improvements and ongoing maintenance we request the City of Portsmouth approve the land transfer's as depicted on the Haley Ward Boundary Survey. In addition, we would convey to the City public access easements and utility easements over the entirety of Haven Court connecting Fleet Street to High Street.

Therefore, what we propose is to engage in a land swap which would provide both parties with clean title and provide meaningful public access to the entirety of Haven Court.

Sincerely,



Mark A. McNabb
President



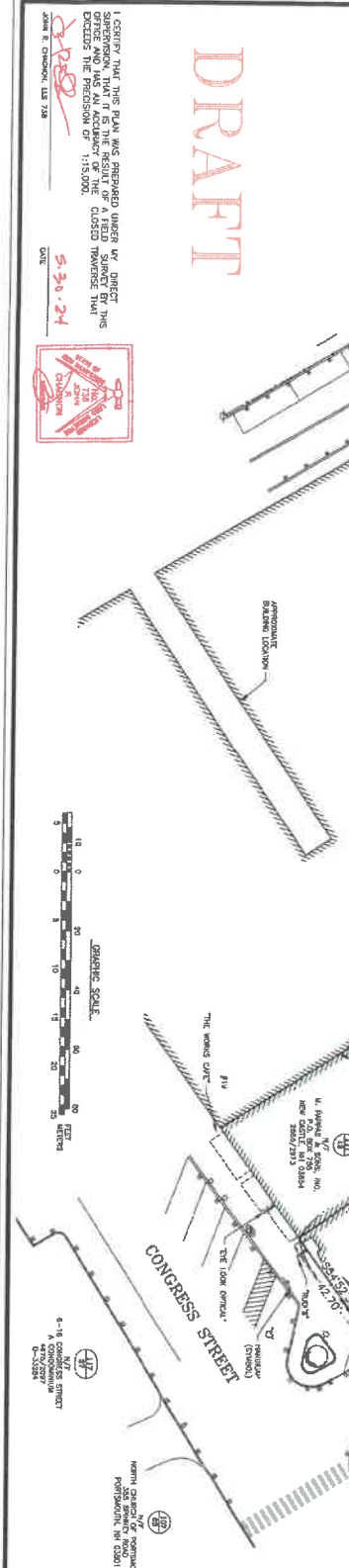
- PLAN REFERENCES:**
- 1) PLAN OF A LOT OF LAND IN PORTSMOUTH, N.H., BELONGING TO THE ESTATE OF JOHN W. WOODRUFF, SCALE: 1" = 20' FT., DATED MAY 1, 1924, PREPARED BY H.W. GARDNER, CIVIL ENGINEER, ROCKY HILL, CT.
 - 2) PLAN OF A LOT OF LAND BELONGING TO THE ESTATE OF JOHN W. WOODRUFF, SCALE: 1" = 20' FT., DATED FEB. 23, 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 3) LOT PLAN NOS. 7-13 CONGRESS ST. PORTSMOUTH, N.H., SCALE: 1/4" = 1' FOOT, DATED MAY 1923, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 4) PLAN OF LOT NOS. 17B-18B HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 5) PLAN OF LOT NOS. 17A-17C HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 6) PLAN OF LOT NOS. 17D-17G HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 7) PLAN OF LOT NOS. 17H-17I HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 8) PLAN OF LOT NOS. 17J-17K HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 9) PLAN OF LOT NOS. 17L-17M HAVEN ST. PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED MAY 1924, PREPARED BY JOHN W. WOODRUFF, CIVIL ENGINEER, ROCKY HILL, CT.
 - 10) SUBDIVISION OF ASSESSOR'S PLOTS, 17 1/2 LAND OF WINDSOR ASSOCIATES, L.L.C., FLAT STREET & WINDSOR COURT PORTSMOUTH, N.H., SCALE: 1" = 20' FT., DATED 6/6/99, PREPARED BY AMES DESIGN AND ASSOCIATES, INC., 2200 STATE ST., PORTSMOUTH, N.H.
 - 11) SHOWN BOUNDARY SURVEY OF LOT 17 LOTS 14 & 15, OWNER OF RECORD, PETER H. JAMES & SONS, L.L.C., 345 WINDSOR COURT, PORTSMOUTH, N.H., SCALE: 1" = 20' FT., PREPARED BY JAMES CONNORS, INC., BOX 0-15000, PORTSMOUTH, N.H.

LEGEND:

N/P	NEW OR FORMERLY
RP	RECORD OF RESIDENT
RCRD	RECORD OF RESIDENT
RR SHK	RAILROAD STREET
MAP 11/LOT 21	MAP 11/LOT 21
CI	IRON PIPE FOUND
CR	IRON PIPE FOUND
CR-S	IRON PIPE FOUND
CR-SR	IRON PIPE FOUND
CR-SR-S	IRON PIPE FOUND
CR-SR-S-S	IRON PIPE FOUND
CR-SR-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S-S-S-S-S	IRON PIPE FOUND
CR-SR-S-S-S-S-S-S-S-S-S-S	IRON PIPE FOUND

LENGTH TABLE

LINE	BEARING	DISTANCE
1	S 52° 58' 31" W	18.33
2	S 52° 58' 31" W	8.53
3	N 82° 22' 20" W	14.53
4	S 59° 43' 20" E	7.00



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

DATE: MAY 2024
 SCALE: 1" = 20'

HALEY WARD
 ENGINEERING | ENVIRONMENTAL | SURVEYING
 200 MAIN ST., SUITE 110
 PORTSMOUTH, NH 03801
 TEL: 603.862.9200
 WWW.HALEYWARD.COM

NOTES:

- 1) VECTORS ARE SHOWN ON THE CITY OF PORTSMOUTH 2017 ASSESSOR'S MAP 117 AS LOTS 14, 15 AND AN UNDIVIDED PORTION OF LOT 16 BELONGING TO THE ESTATE OF JOHN W. WOODRUFF AS A REFERENCE TO MARKET SQUARE.
- 2) OWNERS OF RECORD: ONE MARKET SQUARE, LLC
- 3) BLOCK/LOT: MARKET SQUARE, LOT 400
- 4) BLOCK/LOT: MARKET SQUARE, LOT 400
- 5) BLOCK/LOT: MARKET SQUARE, LOT 400
- 6) BLOCK/LOT: MARKET SQUARE, LOT 400
- 7) BLOCK/LOT: MARKET SQUARE, LOT 400
- 8) BLOCK/LOT: MARKET SQUARE, LOT 400
- 9) BLOCK/LOT: MARKET SQUARE, LOT 400
- 10) BLOCK/LOT: MARKET SQUARE, LOT 400
- 11) BLOCK/LOT: MARKET SQUARE, LOT 400
- 12) BLOCK/LOT: MARKET SQUARE, LOT 400

- DRAFT**
- 1) MAP 117 LOT 14 IS LOCATED IN CONGRESS DISTRICT 2 AND CONGRESS DISTRICT 5 MAP 117 LOT 15 IS LOCATED IN THE MARKET DISTRICT.
 - 2) DIMENSIONAL REPRESENTATIONS: SEE PORTSMOUTH ORDINANCE FOR REPRESENTATIONS.
 - 3) UNIT OF MEASURE: FEET.
 - 4) DIMENSIONAL REPRESENTATIONS: SEE PORTSMOUTH ORDINANCE FOR REPRESENTATIONS.
 - 5) UNIT OF MEASURE: FEET.
 - 6) DIMENSIONAL REPRESENTATIONS: SEE PORTSMOUTH ORDINANCE FOR REPRESENTATIONS.
 - 7) THE PURPOSE OF THIS PLAN IS TO SHOW A LOT LINE ADJUSTMENT FOR THE PART OF LOTS 14, 15 AND AN UNDIVIDED PORTION OF LOT 16 BELONGING TO THE ESTATE OF JOHN W. WOODRUFF AS A REFERENCE TO MARKET SQUARE.
 - 8) VERTICAL CURVE IS WADSWORTH HIGHWAY OVER THE VERTICAL CURVE.
 - 9) MARKET SQUARE IS A PRIVATE WAY 15 FEET WIDE. ALL RIGHTS TITLE AND INTEREST IN AND ABOUT MARKET SQUARE WERE CONVEYED BY ASSESSOR'S MAP 117 LOT 15, AS DESCRIBED IN ITEM 11 OF THE PLAN TO THE CITY OF PORTSMOUTH.
 - 10) MARKET SQUARE IS A PRIVATE WAY 15 FEET WIDE. ALL RIGHTS TITLE AND INTEREST IN AND ABOUT MARKET SQUARE WERE CONVEYED BY ASSESSOR'S MAP 117 LOT 15, AS DESCRIBED IN ITEM 11 OF THE PLAN TO THE CITY OF PORTSMOUTH.
 - 11) MARKET SQUARE IS A PRIVATE WAY 15 FEET WIDE. ALL RIGHTS TITLE AND INTEREST IN AND ABOUT MARKET SQUARE WERE CONVEYED BY ASSESSOR'S MAP 117 LOT 15, AS DESCRIBED IN ITEM 11 OF THE PLAN TO THE CITY OF PORTSMOUTH.
 - 12) MARKET SQUARE IS A PRIVATE WAY 15 FEET WIDE. ALL RIGHTS TITLE AND INTEREST IN AND ABOUT MARKET SQUARE WERE CONVEYED BY ASSESSOR'S MAP 117 LOT 15, AS DESCRIBED IN ITEM 11 OF THE PLAN TO THE CITY OF PORTSMOUTH.

NO.	DESCRIPTION	REVISIONS	DATE
0	ISSUED FOR COMMENT		5/20/24



CITY OF PORTSMOUTH

City Hall, 1 Junkins Avenue
Portsmouth, New Hampshire 03801
tmccourt@cityofportsmouth.com
(603) 610-7204

Trevor P. McCourt
Deputy City Attorney

Date: June 11, 2024

To: Karen S. Conard, City Manager

From: Trevor P. McCourt, Deputy City Attorney

Re: Agenda Item – 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 improvements to the entirety of Haven Court, as described in the letter from Mark McNabb.

The City and One Market Square have entered into a certain agreement (the “Agreement”) 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. One Market Square has described its proposed transaction in a letter from Mark McNabb to the City Manager, which is included in the agenda packet. The land to be exchanged is also depicted on a survey plan prepared by Haley Ward, included in the City Council Agenda packet. The proposed land transfers are described 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.
- The remaining terms of the Agreement with One Market Square would remain in full force and effect.

The specific details of this proposed transaction still need to be finalized. Therefore, at this time the Legal Department recommends the City Council refer this request to the Planning Board for a recommendation regarding the transfer of City Property. When this request returns to the City Council, the Legal Department anticipates including a more detailed proposal for City Council consideration.

Proposed Motion: Move to refer the letter from One Market Square, LLC dated June 11, 2024 and the proposed land transfers described in that letter to the Planning Board for a report back.

cc: Kelli L. Barnaby, City Clerk
Suzanne M. Woodland, Deputy City Manager/Regulatory Counsel
Susan G. Morrell, City Attorney
Jessica S. Griffin, Assistant to the City Manager

June 10, 2024

Karen S. Conard
City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Re: Fees for Outside Tables and Chairs

Dear Karen,

The City of Portsmouth is requesting fees to be paid for tables and chairs located in the community space at Brick Market. Dagny Taggart, LLC (owner of 3 Pleasant Street and 60 Penhallow Street) and Coventry Assets, LLC (owner of 30 Penhallow Street) spent over \$40,000 for tables and chairs for the community space. The current fee structure from the City of Portsmouth for outside tables and chairs would require us to pay in excess of \$6,000 a year. We do not believe the City of Portsmouth should charge any fee for tables and chairs open to the general public and not specifically associated with restaurant use. We support fees for outside tables and chairs when associated with a specific restaurant for outside dining.

The following is a copy of the Easement recorded on December 22, 2023 as it pertains to the Plaza area which is used for outside tables and chairs:

- Plaza Easement.** The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy the Plaza as identified on the Easement Plan, and as further depicted on the Site Plan, as "Plaza." Said area may be improved by the Grantor with permanent fixtures, such as public fountains, benches and other such landscaping features and improvements, at its sole expense, and as depicted in the Easement Plan and on the Site Plan. The construction of any permanent fixtures not depicted on the Site Plan shall be subject to a modified site plan approval by the Portsmouth Planning Board. See legal description on Exhibit A, "Plaza." Said Plaza Easement is more particularly bounded and described as follows:

The Grantor has provided furniture, extensive landscape features, a beautiful fountain, public art and pays the entire cost for maintenance, and replacement of these improvements for the benefit of the general public to enjoy.

Over the last year, we observe extensive use of the community space tables and chairs from families, mothers with strollers, people working on computers (we provide free wi-fi) and many people eating take out from many local restaurants like Ceres Bakery, Moes Sandwich, Bagel Works and Bennet's to name a few. We also see many people having lunch they brought from home. Many families enjoy the fountain area and feel safe letting their children run around without any traffic while parents can enjoy sitting at a table.

It is clear, the vibrancy of the Plaza is exactly what it was intended and is not limited to any specific business rather it serves the general public and provides a place for families, friends, business professionals, tourists

Page Two
Karen S. Conard
City of Portsmouth

and locals to use free of charge. A fee for tables and chairs for this kind of use would only discourage anyone from providing tables and chairs and that is not in the spirit of any collaboration for community space.

We respectfully request the sidewalk encumbrance fee be eliminated for tables and chairs open to the general public and not specifically associated with any outside dining for a restaurant.

Sincerely,



Marie J. Bodi, CEO
McNabb Properties, Ltd.,

Enclosures

- (1) Easement
- (2) Certificate of Insurance

cc: Mark A. McNabb

3 Pleasant Street | Suite 400
Portsmouth, NH 03801

603.427.0725

marie@mcnabbgroup.com

mcnabbgroup.com

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



RECORDING 34.00
SURCHARGE 2.00

EASEMENT FOR PUBLIC ACCESS AND USE OF COMMUNITY SPACE

THIS EASEMENT HEREIN IS GRANTED this 21st day of December, 2023 by Dagny Taggart, LLC, a New Hampshire limited liability company having an address of 30 Penhallow Street, Suite 300 East, City of Portsmouth, County of Rockingham, State of New Hampshire 03801, (“Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good and valuable consideration, receipt of which is acknowledged by Grantor, grants unto the City of Portsmouth, a municipal corporation, 1 Junkins Avenue, Portsmouth, New Hampshire (“City”) with warranty covenants, an easement for public access to and use of certain community space as set forth herein as a plaza, pedestrian alley and wide pedestrian sidewalk easements.

WITNESSETH

WHEREAS, Grantor acquired a tract of land located at the corner of Daniel Street and Penhallow Street, City of Portsmouth, County of Rockingham, State of New Hampshire, n/f/k as Map 107, Lot 27 (the “Property”), by Warranty Deed of Jarbel Realty, LLC, dated April 5, 2019 and recorded at the Rockingham County Registry of Deeds at Book 5990, Page 1703, where a future building to be known as 60 Penhallow Street will be constructed; and

WHEREAS, reference is made to a plan entitled “Brick Market, Master Plan, Community Space, Tax Map 107, Lots 27, 31 & 42, Owner: Map 107, Lots 27 & 31, Dagny Taggart, LLC, Property located at 3 Pleasant Street & 60 Penhallow Street, Owner Map 107, Lot 42: Coventry Assets, LLC., Property located at: 30 Penhallow Street, all in the City of Portsmouth, County of Rockingham, State of New Hampshire,” prepared by Ambit Engineering, Inc., dated April 2020, as revised, and recorded at the Rockingham County Registry of Deeds as Plan D-42142 (the “Easement Plan”); and

WHEREAS, reference is made to a site plan entitled “Site Plan, Tax Map 107, Lot 27, Owner: Dagny Taggart, LLC, 30 Penhallow Street, Suite 300 East, Portsmouth, NH 03801, Property located at: 60 Penhallow Street, City of Portsmouth, County of Rockingham, State of

New Hampshire,” prepared by Ambit Engineering, Inc., dated October, 2019, as revised, and recorded at the Rockingham County Registry of Deeds as Plan D-42416 (the “Site Plan”).

WHEREAS, reference is made to a plan entitled “Brick Market, Master Plan, Community Space, Tax Map 107, Lots 27, 31 & 42, Owner: Map 107, Lots 27 & 31, Dagny Taggart, LLC, Property located at 3 Pleasant Street and 30 & 60 Penhallow Street, Owner Map 107, Lot 42: Coventry Assets, LLC, Property located at: 30 Penhallow Street, all in the City of Portsmouth, County of Rockingham, State of New Hampshire,” prepared by Ambit Engineering, Inc., dated July, 2023, as revised, and recorded herewith at the Rockingham County Registry of Deeds (the “Easement Plan”); and

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

1. Wide Pedestrian Sidewalk Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Easement Plan as a “Wide Pedestrian Sidewalk 2,” being more particularly bounded and described as follows:

Beginning at a point on the face of the abutting Daniel Street Building at the property line of the Grantor; thence along said building and the property line N 03°22'07" E a distance of 4.31 feet to the southerly sideline of Daniel Street; thence running along the southerly sideline of Daniel Street S 89°30'55" E a distance of 9.00 feet; and S 89°28'56" E a distance of 157.22 feet to the westerly sideline of Penhallow Street, thence along the westerly sideline of Penhallow Street S 03°37'31" E a distance of 43.98 feet; and S 00°17'15" E a distance of 74.66 feet to a point; thence running across land of the Grantor N 90°00'00" W a distance of 4.92 feet; to a point at the face of the 60 Penhallow Street Building; thence along the face of the 60 Penhallow Street Building N 00°00'00" W a distance of 35.50 feet, N 90°00'00" W a distance of 1.50 feet, N 00°00'00" W a distance of 13.00 feet, N 90°00'00" E a distance of 1.50 feet, N 00°00'00" W a distance of 45.83 feet, N 90°00'00" W a distance of 1.93 feet, thence with a curve turning to the left with an arc length of 32.43 feet, with a radius of 16.83 feet, with a chord bearing of N 45°00'00" W, with a chord length of 27.64 feet; N 00°00'00" W a distance of 1.94 feet, S 89°59'44" W a distance of 42.77 feet, S 00°00'00" E a distance of 3.42 feet, N 90°00'00" W a distance of 34.67 feet, N 00°00'00" W a distance of 3.42 feet, and N 90°00'00" W a distance of 45.28 feet, to the northwest corner of the 60 Penhallow Street Building; thence along the face of the 60 Penhallow Street Building S 00°00'00" E a distance of 0.15 feet; thence across land of the Grantor N 89°49'33" W a distance of 20.50 feet to the point of beginning, having an area of 1,335 square feet, more or less.

2. Pedestrian Alley Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy the Pedestrian Alley as identified on the Easement Plan as “Pedestrian Alley 2,” being more particularly

bounded and described as follows:

Beginning at a point on the face of the 60 Penhallow Street Building; thence running along the face of the building the following four courses N 90°00'00" E a distance of 53.08 feet, N 00°00'00" W a distance of 3.00 feet, N 90°00'00" E a distance of 15.65 feet and N 00°00'00" W a distance of 0.42 feet to a point; thence across land of the Grantor N 90°00'00" E a distance of 4.92 feet to the westerly sideline of Penhallow Street; thence along the sideline of Penhallow Street S 00°17'15" E a distance of 6.85 feet to a point at land of Coventry Assets, LLC; thence along said Coventry Assets land thence S 88°51'56" W a distance of 73.70 feet to a point; thence across land of the Grantor; N 00°00'00" W a distance of 4.89 feet to the point of beginning, having an area of 370 square feet, more or less.

3. Plaza Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy the Plaza as identified on the Easement Plan, and as further depicted on the Site Plan, as "Plaza." Said area may be improved by the Grantor with permanent fixtures, such as public fountains, benches and other such landscaping features and improvements, at its sole expense, and as depicted in the Easement Plan and on the Site Plan. The construction of any permanent fixtures not depicted on the Site Plan shall be subject to a modified site plan approval by the Portsmouth Planning Board. See legal description on Exhibit A, "Plaza." Said Plaza Easement is more particularly bounded and described as follows:

Beginning at a point on the face of the abutting Daniel Street Building at the property line of the Grantor; thence across land of the Grantor S 89°49'33" E a distance of 20.50 feet to a corner of the 60 Penhallow Street Building; thence running along the face of the 60 Penhallow Street Building the following fourteen courses; S 00°00'00" E a distance of 0.79 feet, along a curve turning to the left with an arc length of 7.60 feet, a radius of 6.33 feet, a chord bearing of S 45°00'00" W, and a chord length of 7.15 feet, N 90°00'00" W a distance of 0.94 feet, S 00°02'34" W a distance of 4.48 feet, N 90°00'00" W a distance of 3.32 feet, S 00°00'00" E a distance of 9.02 feet S 89°55'22" E a distance of 3.32 feet, S 00°00'54" E a distance of 63.68 feet, S 72°38'59" E a distance of 3.24 feet, along a curve turning to the left with an arc length of 36.61 feet, a radius of 16.83 feet, a chord bearing of S 38°10'07" E, and a chord length of 29.81 feet, S 00°00'00" E a distance of 8.67 feet, N 90°00'00" E a distance of 41.21 feet S 00°00'00" E a distance of 3.00 feet N 90°00'00" E a distance of 18.73 feet to a point; thence S 00°00'04" E across land of the Grantor a distance of 4.89 feet to land of Coventry Assets, LLC; thence running along land of Coventry Assets, LLC S 88°51'56" W a distance of 125.06 feet to a point at other land of Dagny Taggart, LLC; thence running along land of Dagny Taggart, LLC N 03°13'20" E a distance of 32.07 feet to a point; thence S 89°25'37" W a distance of 4.33 feet to a point on the face of the abutting building known as 14-26 Market Square; thence along the center of a party wall N 01°25'25" E a distance of 20.85 feet and along the face of the abutting Daniel Street Building the following two courses; S 87°40'17" E a distance of 26.69 feet, and N 03°22'07" E a distance of 75.41 feet to the point of beginning, having an area of 4,440 square feet, more or less.

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. 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:

Dagny Taggart, LLC
30 Penhallow Street, Suite 300 East
Portsmouth, NH 03801

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

To City:

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

8. **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.

9. **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.

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

11. **Community Space Easement to Bind Successors:** The provisions of this Community Space Easement shall be binding upon and insure 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 Jarbel Realty, LLC, dated April 5, 2019 and recorded at the Rockingham County Registry of Deeds at Book 5990, Page 1703, and to provide a metes and bounds description of the easement areas described in the Easement for Public Access and Use of Community Space dated May 21, 2020 and recorded in the Rockingham County Registry of Deeds at Book 6117, Page 1482.

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.

Grantor:

Dagny Taggart, LLC

By: 
Mark A. McNabb, Manager

Grantee:

City of Portsmouth, New Hampshire

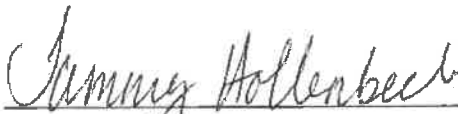
By: 
Karen S. Conard, City Manager

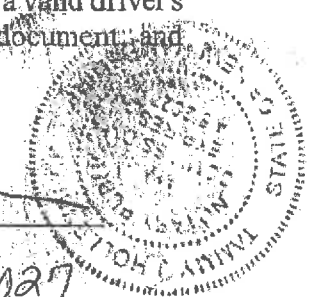
As authorized by vote of the Portsmouth City Council taken on March 3, 2020, during its meeting that commenced on March 2, 2020.

ACKNOWLEDGEMENTS

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 21st day of December, 2023, before me, the undersigned notary public, personally appeared Mark A. McNabb, Manager of Dagny Taggart, a New Hampshire limited liability company, 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 voluntarily for its stated purpose.


Notary Public.
My Commission Expires: 4/7/2027



Tammy J. Hollenbeck
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 4/6/2027

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 21st day of December 2023, 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.



Joanna E. Diemer
Notary Public:
My Commission Expires:

Joanna E Diemer
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 10/23/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862		CONTACT NAME: Gail Howe PHONE (A/C, No, Ext): (603) 964-6065 E-MAIL ADDRESS: ghowe@dbwarlick.com FAX (A/C, No): (603) 964-9029	
INSURED McNabb Properties LTD ETAL 3 Pleasant Street 4th Floor - Ste 400 Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22292	

COVERAGES **CERTIFICATE NUMBER:** City of Portsmouth **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

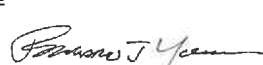
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZBV D153915-09	01/21/2024	01/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ Included Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:Dagny Taggert LLC
Location: 60 Penhallow Street, Portsmouth NH
Additional Insured: City of Portsmouth NH for a Sidewalk Obstruction Permit for tables and chairs

CERTIFICATE HOLDER

CANCELLATION

City of Portsmouth NH 1 Junkins Avenue Portsmouth NH 03801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: Housing Comm. Initial applicant

Name: Andrew Samonas Telephone: 603 988 7824

Could you be contacted at work? YES/NO If so, telephone # Yes

Street address: 4 New Richards Ave

Mailing address (if different):

Email address (for clerk's office communication): ANDREW@SAMONASGROUP.COM

How long have you been a resident of Portsmouth? 20+ yrs

Occupational background:
Real Estate Brokerage
Master of Real Estate Development + Urban Design

Please list experience you have in respect to this Board/Commission:

Planning Board
Developed housing around Seacoast
Worked for multifamily developers for 5+ yrs
Seacoast Board of Realtors



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:

Implement the zoning necessary to improve Portsmouth's housing availability

Please list any organizations, groups, or other committees you are involved in:

Planning Board, Great Bay Stewards, Big Brothers Big Sisters

Please list two character references not related to you or city staff members: (Portsmouth references preferred)

1) Andrew Peck Name, address, telephone number

2) Gerry Duffe 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: [Signature] Date: 6/3/24

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



RECEIVED
JUN 12 2024
By

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: SISTER CITIES BLUE RIBBON COMMITTEE **Official applicant**

Name: ROBERT FRANCIS CONARD JR Telephone: 978, 826, 0366

Could you be contacted at work? YES NO If so, telephone# _____

Street address: 30 CATE ST. #15 PORTSMOUTH, NH

Mailing address (if different): _____

Email address (for clerk's office communication): _____ TNG64@VERIZON.NET

How long have you been a resident of Portsmouth? 4 YEARS

Occupational background:

HIGH SCHOOL TEACHER - CARPENTRY

Please list experience you have in respect to this Board/Commission:

I'M EXPECTING MY TEACHING EXPERIENCE TO
HELP ESTABLISH & GROW EDUCATIONAL
OPPORTUNITIES AMONGST ALL SISTER CITIES.

➡ 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 BELIEVE IN THE LINKAGE
BETWEEN US & OTHERS AND WANT TO HELP
STRENGTHEN THE EXISTING RELATIONSHIPS, AND,
GROW NEW ONES.

Please list any organizations, groups, or other committees you are involved in:

N/A

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) JAMES PETERSON, 335 MAPLEWOOD AVE 603.380.5767
Name, address, telephone number

2) ALAN GOLD, FORMERLY PORTSMOUTH/COUNTY POWER 978.886.1910
Name, address, telephone number

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Signature: Robert F. Leonard Jr. Date: 11 June 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



RECEIVED
JUN 12 2024
By _____

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: Sister Cities Blue Ribbon Committee Initial applicant

Name: Mary Carey Foley Telephone: (603) 498-2994

Could you be contacted at work? YES NO If so, telephone# same

Street address: 113 Bow Street Portsmouth

Mailing address (if different): N/A

Email address (for clerk's office communication): foley229@aol.com

How long have you been a resident of Portsmouth? since birth

Occupational background:

High School English Teacher - PHS
Hospitality - various (Wentworth By The Sea)
J. Verne Wood Funeral Home - greeter

Please list experience you have in respect to this Board/Commission:

I have traveled to several of the City's Sister Cities
with my mother and worked with her to promote
the City.

➡ 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: _____

- to give back to my Community
- The Sister Cities initiative is close to my heart, as my mother started the relationship with Nichinan.

Please list any organizations, groups, or other committees you are involved in:

former participant in numerous area non-profits.

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) Jason Bartlett, General Manager, Wentworth By The Sea.
Name, address, telephone number New Castle, NH (603) 502-3678
- 2) John Broderick / former ^{NH} Chief Justice (603) 496-3378
Name, address, telephone number johnbroderick@gmail.com

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: Mary Carey Foley Date: 6/11/2024

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