

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, JANUARY 25, 2016 TIME: 6:00PM

AGENDA

- 6:00PM – WORK SESSION RE: PURCHASE AND SALES AGREEMENT FOR 165 DEER STREET RE: NEW MUNICIPAL PARKING GARAGE

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE

PRESENTATION

1. Update Re: Doble Army Reserve Center

V. ACCEPTANCE OF MINUTES – JANUARY 11, 2016

VI. PUBLIC COMMENT SESSION

VII. PUBLIC HEARINGS

- A. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, ARTICLE 4, SECTION 10.440 TABLE OF USES – RESIDENTIAL, MIXED RESIDENTIAL AND INDUSTRIAL DISTRICTS – USE 170 MANUFACTURED HOUSING PARK, SUPPLEMENTAL REGULATIONS 10.814

AMEND CHAPTER 10 – ZONING ORDINANCE, ARTICLE 5, SECTION 10.521 – TABLE OF DIMENSIONAL STANDARDS – RESIDENTIAL AND MIXED RESIDENTIAL DISTRICTS AS FOLLOWS: MINIMUM YARD DIMENSION, MAXIMUM STRUCTURE DIMENSIONS,

AMEND CHAPTER 10 – ZONING ORDINANCE, ARTICLE 8 – SECTION 10.810 – RESIDENTIAL AND INSTITUTIONAL RESIDENCE OR CARE USES BY ADDING THE FOLLOWING – 10.814 – MANUFACTURED HOUSING PARK DIMENSIONAL STANDARDS

AMEND CHAPTER 13 – MOBILE HOME ORDINANCE BY DELETING IT IN ITS ENTIRETY

- B. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, ARTICLE 10, SECTION 10.1016 – PERMITTED USES BY ADDITION USES, ACTIVITIES AND ALTERATIONS ARE PERMITTED IN WETLANDS AND WETLANDS BUFFERS

AMEND ARTICLE 10, SECTION 10.1017 – CONDITIONAL USES BY ADDING THE FOLLOWING – WETLAND PROTECTION PLAN

AMEND ARTICLE 15, SECTION 10.1530 – TERMS OF GENERAL APPLICABILITY,
BY INSERTING THE FOLLOWING NEW TERMS AND DEFINITIONS – IMPERVIOUS
SURFACE

VIII. APPROVAL OF GRANTS/DONATIONS

- A. *Approval and Acceptance Re: Bench - \$2,000.00 from Amanda Donovan in memory of her mother Alda Irons ***(Sample motion – move to approve and accept a donation for a bench, as presented.)***
- B. Donations in support of the Explorer Cadets as follows:
- \$34.77 from Dr. David Ferland
 - \$129.00 from Dr. David Ferland
 - \$850.00 from the Friends of the South End
- (Sample motion – move to approve and accept the donations to the Police Explorer Cadets, as presented)***
- C. Donation from Newburyport Five Cents Savings Bank - \$500.00 ***(Sample motion – move to approve and accept the donation from Newburyport Five Cents Savings Bank, as presented)***
- D. Acceptance of Grant from New Hampshire Highway Safety for DWI patrols - \$13,798.00 ***(Sample motion – move to approve and accept the grant for DWI patrols, as presented)***

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. First reading of Proposed Resolution Amending Elderly Exemption

OPTION A

Proposed increase of Elderly Exemption

Single	\$40,000.00 increase of \$3,689.00
Married	\$55,000.00 increase of \$10,207.00
Asset Limit of	\$175,000.00 increase of 53,961.00

(Sample motion – move to authorize the City Manager to proceed with the proposed increases to income and asset limits only for the elderly exemption, and further, pass first reading and hold public hearing and adoption at the February 16, 2016 City Council meeting, as presented) (This requires two readings and a public hearing)

OPTION B

Proposed increase of Elderly Exemption

Single	\$40,000.00 increase of \$3,689.00
Married	\$55,000.00 increase of \$10,207.00
Asset Limit of	\$175,000.00 increase of \$53,961.00

If the City Council wishes to adjust the exemption amounts for elderly taxpayers in comparison to neighboring communities, this would decrease the limit as follows:

Ages 65-74	\$120,000.00 decrease of \$5,000.00
Ages 75-79	\$160,000.00 decrease of \$15,000.00
Ages 80+	\$200,000.00 decrease of \$20,000.00

(Sample motion – move to authorize the City Manager to proceed with the proposed increases to income, asset and exemption limits only for the elderly exemption, and further, pass first reading and hold public hearing and adoption at the February 16, 2016 City Council meeting, as presented) (This requires two readings and a public hearing)

B. First reading of Proposed Resolution Amending Disabled Exemption

Single	\$40,000.00 increase of \$3,689.00
Married	\$55,000.00 increase of \$10,207.00
Asset Limit of	\$175,000.00 increase of \$53,961.00

If qualified for disabled taxpayers the current exemption off the assessed value of the property would remain the same at \$100,000.00

(Sample motion – move to authorize the City Manager to proceed with the proposed increases to income and asset limits only for the disabled exemption, and further, pass first reading and hold public hearing and adoption at the February 16, 2016 City Council meeting, as presented) (This requires two readings and a public hearing)

C. Second reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential and Industrial Districts – Use 170 Manufactured housing park, Supplemental Regulations 10.814

Amend Chapter 10 – Zoning Ordinance, Article 5, Section 10.521 – Table of Dimensional Standards – Residential and Mixed Residential Districts as follows: Minimum Yard Dimension, Maximum Structure Dimensions,

Amend Chapter 10 – Zoning Ordinance, Article 8 – Section 10.810 – Residential and Institutional Residence or Care Uses by adding the following – 10.814 – Manufactured Housing Park Dimensional Standards

Amend Chapter 13 – Mobile Home Ordinance by deleting it in its entirety

(Sample motion – move to pass second reading and hold third and final reading of the proposed Ordinance at the February 1, 2016 City Council meeting, as presented)

D. Second reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers

Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface

(Sample motion – move to pass first reading and third and final reading of the proposed Ordinance at the February 1, 2016 City Council meeting, as presented)

X. CONSENT AGENDA

A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA

- A. Letter from Thomas Bringle, Arthritis Foundation, requesting permission to hold the annual Jingle Bell Run/Walk for Arthritis on Sunday, December 11, 2016 at 10:00 a.m. ***(Anticipated action – move to refer to the City Manager with power)***
- B. Letter from Jeanine Sylvester, Runner's Alley, requesting permission to hold the 19th Annual Runner's Alley/Redhook Brewery Memorial 5k on Sunday, May 29, 2016 at 11:00 a.m. ***(Anticipated action – move to refer to the City Manager with power)***
- C. Letter from Chris Vlangas, Cystic Fibrosis Foundation, requesting permission to hold the CF Cycle for Life on Saturday, July 16, 2016 ***(Anticipated action – move to refer to the City Manager with power)***
- D. Letter from Kathie Lynch, Portsmouth Little League, Inc., requesting permission for temporary signage to be located at the Plains and Hislop Park baseball fields during the 2016 baseball season ***(Anticipated action – move to refer to the City Manager with power)***
- E. Letter from Robert L. Sutherland, Jr, St. John's Lodge requesting permission to hold the annual St. John's Lodge 5k on Saturday, April 9, 2016 at 8:00 a.m. ***(Anticipated action – move to refer to the City Manager with power)***
- F. *Acceptance of Donations to the Coalition Legal Fund
- Town of Center Harbor - \$500.00
 - Town of Carroll - \$1,000.00
- (Anticipated action – move to approve and accept the donation, as listed to be placed in the Coalition Legal Fund)***
- G. Letter from Amanda Beaulieu, Greater Portsmouth Chamber of Commerce, requesting permission to hold the 3rd Annual Fire & Ice Festival on February 10-15, 2016 ***(Anticipated action – move to refer to the City Manager with power)***
- H. Letter from David Hallowell, Portsmouth Maritime Folk Festival, requesting permission to hold the 17th Annual Portsmouth Maritime Folk Festival on Saturday, September 24, 2016 and Sunday, September 25, 2016 ***(Anticipated action – move to refer to the City Manager with power)***

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

(There are no items on under this section of the Agenda)

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

City Manager's Items Which Require Action:

1. FY 2017 Budget Guidelines

Informational items

1. Events Listing
2. Channel 22 Studio Upgrade

B. MAYOR BLALOCK

1. Approve City Council Rules and Order
2. Appointments to be Considered:
 - Appointment of Nicholas Kirsch to the Cable Television Communication Commission as an regular member
 - Appointment of Clayton Emery to the Cable Television Communication Commission as an Alternate members
 - Appointment of Stefany Shaheen to the Economic Development Commission
 - Appointment of Lawrence Cataldo to the Citywide Neighborhood Steering Committee
 - Reappointment of Francesca Marconi Fernald to the Peirce Island Committee
 - Reappointment of Lisa Louttit to the Peirce Island Committee
 - Reappointment of Steven Marison to the Peirce Island Committee
 - Reappointment of John McVay to the Peirce Island Committee
 - Reappointment of Syliva Olson to the Peirce Island Committee
 - Reappointment of Stephen Philp to the Pierce Island Committee
 - Reappointment of John Simon to the Peirce Island Committee
 - Reappointment of Richard Smith to the Peirce Island Committee
 - Reappointment of Marc Stettner to the Peirce Island Committee
 - Reappointment of William Townsend to the Peirce Island Committee
 - Reappointment of Harold Whitehouse to the Peirce Island Committee
 - Appointment of Jody Record to the Planning Board as an Alternate member
 - Reappointment of Elizabeth Moreau to the Planning Board
 - Appointment of Thomas Ferrini to the Portsmouth Housing Authority
 - Reappointment of Peter Bresciano to the Transportation Services Commission
 - Appointment of Daniel Umbro to the Trees and Public Greenery Committee
 - Appointment of Joan Walker to the Trees and Public Greenery Committee
 - Reappointment of Thomas Watson to the Board of Trustees of the Trust Funds
 - Appointment of Peter McDonell to the Zoning Board of Adjustment as an Alternate member

3. City Council Ward Liaisons (*See attached*)
 - Ward One – Assistant Mayor James Splaine
 - Ward Two – Councilor Rebecca Perkins
 - Ward Three – Councilor Josh Denton
 - Ward Four – Councilor Eric Spear
 - Ward Five – Councilor Nancy Pearson

C. ASSISTANT MAYOR SPLAINE

1. City Council Policy for “Non-Meetings”

D. COUNCILOR DWYER

1. *Planning for Residential Parking Program

E. COUNCILOR LOWN

1. Parking & Traffic Safety Action Sheet and Minutes of the January 7, 2016 meeting (***Sample motion – move to approve and accept the action sheet and minutes of the January 7, 2016 Parking & Traffic Safety Committee meeting***)

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

*Legislative Subcommittee Report

Members: Mayor Blalock, Assistant Mayor Splaine, Councilors Dwyer and Spear

1. Approval of Proposed Principles for Legislative Positions
 - 1) Advocate to maintain local authority
 - 2) Authorize local options
 - 3) Support revenue streams to aid municipalities, specifically those that name Portsmouth or will directly support Portsmouth
 - 4) Advocate for municipal representation on state committees
 - 5) Support incentives for regional cooperation
 - 6) Support plans to fund/support infrastructure
 - 7) Support incentives for sustainability
 - 8) Support directing revenues to the purposes for which they are raised
 - 9) Support measures that increase the efficiency of local government operations
 - 10) Maintain and improve life and safety issues***(Sample motion – move to accept the recommendation from the Legislative Subcommittee regarding the 10 guiding principles for legislative positions on behalf of the City Council)***
2. Authority of Legislative Sub-committee (***Sample motion – move to authorize the City Council Legislative Sub-committee to take positions on legislation they believe to be in the best interest of the City of Portsmouth using the legislative principles on behalf of the City Council***)

The Legislative Sub-committee will meet on Monday’s one-half hour before regular City Council meetings and at 8:30 a.m. when the City Council is not meeting.

3. Mayor is authorized to act on behalf of City if time does not permit full discussion and vote by Legislative Sub-committee or Council (***Sample motion – move to authorize the Mayor to act on behalf of City Council to provide testimony regarding State legislation when time does not permit a full discussion and vote by the Legislative Sub-committee or whole Council***)
4. City staff members may submit testimony on behalf of State Association or Professional Boards (***Sample motion – move to authorize City staff members who are members of State Associations to testify on behalf of their Association or Professional Board. This testimony will specifically state that the testimony is not on behalf of the City but is submitted on behalf of the Association or Professional Board. All such testimony will be reviewed by City Manager before submission***)
5. Specific Legislation
 - A. Hotel Occupancy Surcharge
 - B. State Aid Grant Funding(***Sample motion – move to authorize the City Council to support the above mentioned legislation***)

XIV. ADJOURNMENT

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

**Indicates Verbal Report*

INFORMATIONAL ITEMS

1. Notification that the minutes of the December 9, 2015 meeting of the Conservation Commission are now available on the City's website

NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.

**CITY OF PORTSMOUTH
LEGAL DEPARTMENT
MEMORANDUM**

DATE: January 22, 2016

TO: JOHN P. BOHENKO, CITY MANAGER

FROM: DAVID ALLEN, DEPUTY CITY MANAGER
ROBERT P. SULLIVAN, CITY ATTORNEY 

RE: PURCHASE AND SALE AGREEMENT FOR PROPOSED DEER STREET PARKING GARAGE PROPERTY AND RELATED POST CLOSING OBLIGATIONS AGREEMENT

This memorandum is written at your request to provide an update concerning negotiations of the Purchase and Sale Agreement under which the City would purchase land from Deer Street Associates (DSA) located off Deer Street in the vicinity of the railroad tracks for the construction of a municipal parking garage. Included in this update is a discussion of a related Post Closing Obligations Agreement (PCOA). The format of the memorandum will be to provide a brief description of the transaction followed by a list of salient features of the Purchase and Sale Agreement as it exists as of January 8, 2016. A complete copy of that draft Purchase and Sale Agreement is attached hereto. The memorandum will also provide an update and discussion related to the PCOA, the most recent draft of which is also attached.

I. Purchase and Sale Agreement:

BRIEF DESCRIPTION OF THE TRANSACTION

Under the proposed transaction the City would acquire 1.24 acres of land adjacent to the railroad tracks to the rear of property now used as Gary's Beverage Barn. The City would acquire fee title ownership of the property. In exchange for a Warranty Deed to the land the City will provide the following to DSA:

- A. The City would make a lump sum payment of \$5.1 million dollars to DSA at closing.
- B. The City would relocate a municipal sewer line now encumbering property of DSA at a cost of approximately \$1 million dollars.
- C. The City would build a new road currently identified as the Deer Street Extension, which would serve the City's garage but also provide required access and frontage for other property of DSA which that entity desires to develop (the DSA project).

- D. The City would assume an obligation to the Boston & Maine Railroad Corporation, "to construct and forever maintain an office... without any cost or expense to [the Railroad]" for the benefit of the railroad. This agency office must be at least 400' square feet and the City would be obligated to provide lights, heat, toilet facilities and a supply closet in perpetuity. This obligation actually attaches to land of DSA which is not being acquired by the City, but DSA requires the City to accept the obligation as a condition of being allowed to purchase the garage property.

SALIENT FEATURES

Although the entire current draft of the Purchase and Sale Agreement is attached hereto for Council review, selected salient features of the proposed transaction are as follows:

1. The consideration to be paid by the City to DSA for the property is as described above.
2. As an element of the Purchase and Sale Agreement the City would also enter into a so-called Post Closing Obligation Agreement (PCOA) with DSA) describing the manner in which the City and DSA would proceed together to construct not only the municipal garage but also the DSA private development of adjacent properties. The PCOA is described below.
3. On the signing of the Purchase and Sale Agreement the City would place \$600,000.00 on deposit with DSA's attorney as escrow agent. The City would be obligated to close on the property by March 31, 2016 or else forfeit the \$600,000.00 deposit as liquidated damages. The closing date may be extended by the City on the payment of an additional \$20,000.00 per month to DSA for every month after March up to and including July 31, 2016.

As Council review of the attached draft Purchase and Sale Agreement will indicate, there has been significant negotiation which has occurred over the numerous details in the Agreement. At this stage of negotiation it appears that all of the major issues relating to the transaction have been negotiated into nearly acceptable form, except for those issues which relate to real estate title. A presentation of the proposed real estate title procedure is contained at item 6 of the attached draft. In general, the problem which needs to be resolved arises from the fact that DSA assembled the parcel which it now proposes to convey to the City from several different sources. DSA now proposes to convey that land to the City subject to as yet undefined title exceptions. Because of this title uncertainty the document is not in a form in which it could be recommended to the City Council. As an example of the title issues, certain of the land

which DSA has acquired from Boston and Maine comes without any representation that the railroad ever actually owned that land.

Simply put, the state of negotiations over the real estate title has not developed to the point where staff believes that it would be prudent to pay \$5.1 million dollars of taxpayer money to DSA or for the City to incur the other significant obligations described above. However, negotiations are proceeding and it is anticipated that a Purchase and Sale Agreement which can be recommended to the City Council will be produced for the February 16, 2016 City Council meeting.

If absolutely necessary the City would propose to use its powers of eminent domain to clear title to the property with the expenses of that action being reimbursed by the seller in a manner yet undetermined.

II. Post Closings Obligations Agreement (PCOA):

As noted above, an integral part of the Purchase and Sale Agreement is a document which has been called the Post Closing Obligations Agreement (PCOA - copy of the most recent draft attached). This document is intended to govern the relationship between the City and DSA subsequent to the closing on the property to be acquired under the Purchase and Sale Agreement. This is an important document with significant financial consequences. Some of its salient features are as follows:

1. The City and DSA would cooperate in the design of both the parking garage and the DSA project. This cooperation would consist of sharing of plans with an effort to reach mutual approval of each project.
2. The PCOA will contain design plan criteria intended to facilitate the mutual approval described above. These criteria are not yet agreed upon. However, it will include such items as access and egress standards for the parking garage, location of public sidewalks, access and egress from the DSA property, and design criteria for the community space component of the DSA project.
3. A major element of the PCOA will concern the timing of construction. Because DSA desires that the City construct its road and relocate its municipal sewer the contract of the PCOA calls for those actions to be taken within two (2) years of the closing date for the purchase of the garage property. Unless the City meets that deadline, DSA has sought a financial penalty of up to \$800,000.00 from the City. The City has not agreed to that provision. Negotiations are ongoing concerning how to deal with this impasse.
4. The Railroad Agency office discussed in some detail above is also a subject of the PCOA. The latter document also requires the City to assume the deeded obligation to maintain that office.

5. It is anticipated that the DSA project will include the conveyance of so-called lot 2 to the City for use as community space. Because DSA does not propose to convey that property to the City at the time of closing on the garage parcel, the PCOA contains provisions under which DSA would have the option of either conveying the community space to the City at some time in the future or making a payment to the City in the amount of \$800,000.00, which payment obligation would be secured by a mortgage at the time of closing on the garage lot.
6. The current version of the PCOA would provide DSA with the right of first offer and refusal to purchase the garage parcel, "if at any time" the City desires to sell that land. The details related to that concept are contained at item 7 in the attached draft PCOA.

Similarly to the Purchase and Sale Agreement, the PCOA is not yet in a form which staff would recommend to the City Council for approval. However, also similar to the Purchase and Sale Agreement, it is anticipated that the PCOA negotiations will produce such a form of the document for the February 16, 2016 City Council meeting.

attachments

POST CLOSING OBLIGATIONS AGREEMENT

This POST CLOSING OBLIGATIONS AGREEMENT (“Agreement”) is made as of [REDACTED], 2016 (the “Effective Date”) by and between CITY OF PORTSMOUTH, NEW HAMPSHIRE (hereinafter referred to as the “City”), a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the “City”) and DEER STREET ASSOCIATES, a New Hampshire limited partnership of P.O. Box 100, York Harbor, Maine 03911 (“DSA”).

RECITALS

A. The City is the owner of certain property with improvements thereon mainly acquired from DSA on the Effective Date and further defined below as the “City Property”, upon which the City intends to construct a municipal parking garage and a public right of way referred to herein as Deer Street Extension, relocate a sewer line to run below said Deer Street Extension, and to construct related improvements.

B. DSA is the owner of certain property with improvements thereon adjacent to the City Property more particularly defined below as DSA Property, which DSA intends to improve.

C. The City and DSA desire to allow for the design and potential improvement of their properties in a mutually beneficial manner, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and DSA agree as follows:

1. **Definitions.** In addition to those terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings when used herein:

1.1 “**Agreement**” has the meaning as set forth in the preamble of this document and means this Post Closing Obligations Agreement, and includes all Schedules attached hereto.

1.2 “**City**” has the meaning as set forth in the preamble of this Agreement and means the City of Portsmouth, New Hampshire, and includes the successors and assigns of the City of Portsmouth, New Hampshire.

1.3 “**City Project**” means the construction upon the City Property of the Parking Garage and related improvements, including without limitation the construction and opening of the Deer Street Extension Parcel as a public right-of-way and the relocation of the Municipal Easements.

- 1.4 “**City Property**” means Lot 1, together with the Gray Trust Parcel.
- 1.5 “**Community Space**” means certain public community space to be maintained by the City on Lot 2 in the event that the same is transferred to the City, and to be designed by the Parties during the Design Period.
- 1.6 “**Deer Street Extension**” means a public right of way to be constructed by the City within the Deer Street Extension Parcel providing access to the Parking Garage, and Lots 2, 3 and 6.
- 1.7 “**Deer Street Extension Parcel**” means the parcel of land denoted as “Future Access” on page C-2 of the Disposition Plan, being a portion of Lot 1 and also including the Gray Trust Parcel.
- 1.8 “**Deer Street Liner Building**” means a five (5) story+ building to be constructed by DSA on Lot 3, including the Underground Parking Structure, which building is intended to mask the Parking Garage from public view from the intersection of Deer Street and Bridge Street.
- 1.9 “**Design Phase**” means a period of time beginning on the Effective Date and continuing for a period of three (3) successive months thereafter.
- 1.10 “**Design Plans**” means the final design plans and construction drawings agreed to by the City and DSA during the Design Phase, as set forth in Section 2 of this Agreement.
- 1.11 “**Disposition Plan**” means that certain plan of two pages (C1 – Disposition Plan Land Ownership, and C2 – Disposition Plan Easements) prepared by Ambit Engineering, Inc. and entitled “Proposed Parking Garage Project – Deer & Bridge Streets – Portsmouth, N.H.” dated July, 2015, and last revised on [REDACTED], 2015, attached hereto as Schedule 1. [REDACTED].
- 1.12 “**DSA**” is first referenced in the preamble of this Agreement and means Deer Street Associates, a New Hampshire limited partnership, and includes the successors and assigns of Deer Street Associates.
- 1.13 “**DSA Access Easement**” means an access easement over and across the Deer Street Extension Parcel for the benefit of DSA’s Property adjacent thereto, for all purposes that a public street may be used (including without limitation the running of utilities), reserved to DSA in that certain Warranty Deed of Lot 1 from DSA to the City of near or even date herewith.
- 1.14 “**DSA Surface Parking Spaces**” means a total of four (4) paved vehicular parking spaces to be located within the Surface Parking Space Easement.
- 1.15 “**DSA Garage Parking Spaces**” means a total of fifty-nine (59) vehicular parking spaces to be located within the Parking Garage Space Easement.

1.16 “**DSA Project**” means the construction by DSA of the Deer Street Liner Building and the Hill Street Liner Building, including any and all related site work and improvements.

1.17 “**DSA Property**” means Lots 2, 3, 4, 5 and 6.

1.18 “**Entitlement Phase**” means a period of time beginning on the earlier of the date of final approval by the Parties of the Design Plans, or the date of expiration of the Design Phase, and continuing for a period of nine (9) successive months thereafter.

1.19 “**Entitlements**” means all necessary federal, state and local governmental permits, licenses and approvals of any type or nature required in connection with the development and operation of the Party’s respective project (the City Project with respect to the City, and the DSA Project with respect to DSA), including without limiting the generality of the foregoing, all necessary site plan, and other governmental permits, licenses, and approvals, of any type and from any necessary Governmental Entity.

1.20 “**Force Majeure**” means a delay caused by fire, earthquake or other acts of God, strike, or other cause outside the applicable Party’s reasonable control.

1.21 “**Governmental Entity**” means any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

1.22 “**Gray Trust Parcel**” means the triangle shaped parcel of land, with improvements thereon shown as Area C on page C1 of the Disposition Plan, and further described on Schedule 1. ■.

1.23 “**Gray Trust Parcel Access Easement**” means an access easement over and across the Gray Trust Parcel for the benefit of DSA’s Property adjacent thereto and adjacent to Deer Street Extension, for all purposes that a public street may be used (including without limitation the running of utilities).

1.24 “**Hill Street Liner Building**” means a four (4) story+ building to be constructed by DSA on Lot 6, which building is intended to mask the Parking Garage from public view from Hill and Hanover Streets.

1.25 “**Joint Project**” means, collectively, the DSA Project and the City Project. Each of the DSA Project and the City Project is sometimes referred to as a “**Project**”.

1.26 “**Lot**” means a subdivided lot as shown on the Subdivision Plan.

1.27 “**Municipal Drainage Easement**” means that drainage easement reserved by the Portsmouth Housing Authority for the benefit of the Portsmouth Housing Authority and the City of Portsmouth described in that certain deed from the

Portsmouth Housing Authority to John M. Goodwin dated January 16, 1973 and recorded in the Registry on February 1, 1973 at Book 2196, Page 1068.

1.28 “**Municipal Easements**” means the Municipal Drainage Easement, the Municipal Sewer Easement, and the Municipal Waterline Easement.

1.29 “**Municipal Sewer Easement**” means that certain sewer easement taken by the City and referenced in Waiver of Boston & Maine R.R. dated October 8, 1957 and recorded in the Registry on October 19, 1957 at Book 1448, Page 0463.

1.30 “**Municipal Waterline Easement**” means that waterline easement described in a Waterline Easement Deed from DSA to the City dated September 16, 2005 and recorded in the Registry on September 19, 2005 at Book 4550, Page 1887.

1.31 “**Option Property**” means the City Property, including without limitation any of the improvements thereon and appurtenances thereto, or any part thereof.

1.32 “**Parking Garage**” means the municipal public parking garage of no less than 600 spaces to be constructed by the City on Lot 1.

1.33 “**Parking Garage Cross Access**” means a right of way to be located within the Parking Garage Cross Access Easement.

1.34 “**Parking Garage Cross Access Easement**” means a cross easement for the benefit of and burdening Lots 1, 2, 3 and 4 running through and/or beneath said Lots 1, 2, 3 and 4 (including without limitation through the Parking Garage and the Underground Parking Structure), and providing underground vehicular ingress and egress in and from two separate points of access located along Deer Street Extension, and further providing for such interior pedestrian ingress/egress as either Party may reasonably request between the Underground Parking Structure and the Parking Garage, in form and substance set forth on Schedule 1. ■ and to be further determined as to design and location during the Design Phase.

1.35 “**Parking Garage Space Easement**” means an easement for vehicular parking encumbering the City Property and located on mid-level(s) of the Parking Garage, to be utilized in connection with DSA Property and requiring the payment of a monthly fee per space commensurate with spaces leased at the Parking Garage by the City, and in form and substance set forth on Schedule 1. ■ and to be further determined as to design and location during the Design Phase.

1.36 “**Parties**” means, collectively, the City and DSA. Each of the Parties is herein referred to as a “Party.”

1.37 “**Person**” means any individual, entity, association, or trust, including without limitation any corporation, limited liability company, or partnership, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

1.38 “**Railroad Agency Office**” means that certain railroad agency office having 400-500 square feet, together with lights, heat, toilet facilities and a supply closet, currently located on Lot 2 and referenced in the Railroad Deed.

1.39 “**Railroad Access Easement Covenant**” means that covenant to provide and preserve to the Boston and Maine Corporation a certain vehicular and pedestrian ingress and egress along the 20’ wide driveway referenced in deed from Boston and Maine Corporation to DSA dated May 8, 1986 and recorded in the Registry at Book 2602, Page 0569, presently located on Lots 1, 2, 3 and 4.

1.40 “**Railroad Deed**” means that certain deed from Robert W. Meserve and Charles W. Barrett, as Trustees of the Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-F, to John W. Goodwin dated December 19, 1972 and recorded in the Registry at Book 2199, Page 0434, and any and all other recorded deeds and covenants related thereto.

1.41 “**Registry**” means the Rockingham County Registry of Deeds.

1.42 “**Subdivision Plan**” means that certain plan entitled “Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1” = 50’ ” dated July, 2015 and last revised 8/6/15, approved by the City Planning Board on August 20, 2015, and recorded in the Registry on or before the Effective Date, and as attached hereto as Schedule 1. [REDACTED].

1.43 “**Substantially Completed**” or “**Substantial Completion**” means when the applicable construction work or portion of the Joint Project is completed in accordance with the Design Plans, is presently ready for use in accordance with its intended purpose, and only minor, punchlist items remain to be completed.

1.44 “**Surface Parking Space Easement**” means an easement for vehicular parking encumbering the City Property (or other adjacent property of the City) with access to but not otherwise located within Deer Street Extension, to be in the vicinity of and utilized in connection with Lot 6, and in form and substance set forth on Schedule 1. [REDACTED] and to be further determined as to design and location during the Design Phase.

1.45 “**Underground Parking Structure Easement**” means an easement to construct, maintain, operate, improve, repair and replace the Underground Parking Structure, reserved to DSA at the time of and only in the event that Lot 2 is transferred to the City pursuant to Section [REDACTED] of this Agreement.

1.46 “**Underground Parking Structure**” means an underground parking structure to be located beneath Lot 2 pursuant to the Underground Parking Structure Easement and connected to the Deer Street Liner Building and connected to the Parking Garage via the Parking Garage Cross Access Easement.

2. **Design Phase.**

- a. **Joint Design.** The City and DSA shall cooperate during the Design Phase to create Design Plans relative to the Parking Garage Cross Access and Parking Garage Cross Access Easement, Deer Street Extension, the DSA Surface Parking Spaces and Surface Parking Space Easement, the DSA Parking Garage Spaces and Parking Garage Space Easement, the Community Space, the relocation of the Railroad Agency Office, the relocation of the ingress and egress easement referenced in the Railroad Access Easement Covenant, and the relocation of the Municipal Easements. The location and final design shall be mutually agreed upon and the location and design consistent with the terms of this Agreement. Construction of the Joint Project shall be consistent with the Design Plans, as the same may be modified by written agreement of the Parties.
- b. **City Plans.** The City shall prepare at its sole cost and expense, and submit to DSA for DSA's approval, an initial set of plans, progress plans from time to time and a full set of construction drawings for Deer Street Extension, the DSA Surface Parking Spaces, the DSA Parking Garage Spaces, the relocated Municipal Easements, the relocated Railroad Agency Office, the relocation of the ingress and egress easement referenced in the Railroad Access Easement Covenant, the Community Space, and that portion of the Parking Garage Cross Access that is located on the City Property, all consistent with the terms and conditions set forth in this Agreement. If DSA disapproves of any such plans, then DSA shall provide a reasonable basis supporting such disapproval and the City shall revise the applicable plans to incorporate all reasonable objections and conditions presented by DSA and said plans shall be resubmitted to DSA for approval. DSA's approval of any plans shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if no written objection thereto is received by the City within fourteen (14) business days after DSA's receipt thereof. The final design plans and construction drawings shall, upon approval, be deemed "Design Plans" for purposes of this Agreement.
- c. **DSA Plans.** DSA shall prepare at its sole cost and expense, and submit to the City for the City's approval, an initial set of plans, progress plans from time to time and a full set of construction drawings for the Underground Parking Structure located within the Underground Parking Structure Easement, including that portion of the Parking Garage Cross Access located within said Underground Parking Structure and otherwise on DSA Property, all consistent with the terms and conditions set forth in this Agreement. If the City disapproves of any such plans, then the City shall provide a reasonable basis supporting such disapproval and DSA shall revise the applicable plans to incorporate all reasonable objections and conditions presented by the City and said plans shall be resubmitted to the City for approval. The City's approval of any plans shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if no written

objection thereto is received by DSA within fourteen (14) business days after the City's receipt thereof. The final design plans and construction drawings shall, upon approval, be deemed "Design Plans" for purposes of this Agreement.

- d. **Certain Design Plan Criteria.** The Design Plans shall include and reflect the following criteria:
- i. The Parking Garage Cross Access and Deer Street Extension shall be designed and constructed in a manner to promote vehicular and pedestrian traffic down Deer Street Extension for purposes of ingress and egress to the Parking Garage, such that the Parking Garage Cross Access is not the primary ingress or egress from the Parking Garage.
 - ii. Deer Street Extension will be designed consistent with and include plans for: (a) the construction of a future sidewalk along the southerly boundary of the Deer Street Extension Parcel; and (b) the construction of a future pedestrian walkway from Deer Street along Deer Street Extension to Rock Street.
 - iii. The Design Plans for Deer Street Extension will not include any public sidewalks located on DSA Property other than within two (2) feet of the boundary between Deer Street Extension and Lot 6.
 - iv. The Municipal Easements and related infrastructure as relocated shall continue to provide convenient access and service to DSA Property, but shall not be located on DSA Property except as provides exclusive service thereto. The Design Plans for the relocated Municipal Easements shall include, without limitation, locations and capacities of water, sewer, and stormwater drainage lines and other facilities to provide border service to the DSA Property in locations and capacities reasonably specified by DSA.
 - v. The Railroad Agency Office shall be approximately 400 +/- square feet (but no smaller than the existing Railroad Agency Office) such that the same is located on the City Property within thirty (30) feet of the northerly boundary thereof running along the existing railroad tracks.
 - vi. The ingress and egress easement referenced in the Railroad Access Easement Covenant shall be located such that the 20' wide ingress and egress extends from from Deer Street Extension to land of the said railroad and solely crossing Lot 1 and further providing pedestrian ingress and egress to the relocated Railroad Agency Office.
 - vii. The Community Space shall not include any buildings or structures within thirty (30) feet of the boundary line shared with Lot 2 and Lot 3 (other than a fence, if any, running along the northerly boundary of Lot 2 adjacent to railroad property), without the prior written consent of DSA (including the then owner of Lot 3), which consent shall not be unreasonably withheld, conditioned or delayed.

- viii. The Community Space shall be dedicated for public use, qualify as unoccupied space and include a fire lane sufficient for purposes of meeting the requirements of Exception 1.2 of IBC-2009, Section 705.8.1, Exception 1.2.
- e. **Completion of Design Plans.** Each of the Parties shall use commercially reasonable efforts to reach an agreement on the aforementioned Design Plans prior to expiration of the Design Phase.
- f. **Additional Easements.** In the event that either Party reasonably determines at any time that any easements encumbering the other Party's property are necessary or convenient to its respective Project, then such Party may request that the other Party grant such an easement, which approval will not be unreasonably withheld, conditioned or delayed. The requesting Party shall be responsible for the costs to prepare and record any such easement, including without limitation: (a) the costs associated with any required plans and surveys to design and locate the same; and (b) the reasonable costs and expenses reasonably incurred by the non-requesting Party in connection with the proposed easement. Notwithstanding the foregoing, neither Party shall be required to approve any easement which materially increases the cost of the Project of the non-requesting Party, or which materially alters the Project of the non-requesting Party.

3. Entitlement Phase.

- a. **Entitlements.** During the Entitlement Phase, each Party shall, at its sole cost and expense, apply for and exercise commercially reasonable efforts to obtain its Entitlements.
- b. **Cooperation.** The Parties shall submit either a single site plan application for the Joint Project, or contemporaneous but separate site plan applications to the City Planning Board for the City Property and Lots 2, 3 and 6, in either case consistent with the Design Plans. In the event that separate site plan review applications are filed, all public hearings on any aspect of approval thereof shall occur on the same date(s).
- c. **Traffic and Improvements.** The City, at its initial cost and expense, will cause a traffic study to be performed by an appropriate third party professional with respect to the Joint Project and shall cause to be made such improvements as are recommended therein or otherwise recommended by the City Planning Board. In the event that a traffic signal or other improvements to public or intended public rights of way (other than Deer Street Extension) is required or recommended in connection with either Project, either Party shall reimburse the other within sixty (60) days of written demand for its share of the reasonable out-of-pocket costs thereof, which costs shall be allocated between the Parties as fourteen percent (14%) to and payable by DSA and eighty six percent (86%) to and payable by the City. DSA shall reimburse the City within sixty (60) days of written demand for fourteen percent of the reasonable out-of-pocket cost to the City of the traffic study obtained by the City pursuant to this Section 7(c).

- d. **Changes to Design Plans.** Either Party may request from the other Party approval to change(s) in the Design Plans during the Entitlement Phase in the event that changes to the Design Plans are reasonably necessary or convenient to receipt of the Entitlements, which approval shall not be unreasonably withheld, conditioned or delayed. Such changes shall be shown on revised Design Plans prepared by the requesting Party, and the requesting Party shall be responsible for the costs to prepare the same and the reasonable costs and expenses reasonably incurred by the non-requesting Party in connection with the proposed change. Notwithstanding the foregoing, neither Party shall be required to approve any change or series of changes in Design Plans which materially increases the cost of the Project of the Party being asked for approval, or which materially alters either Project.
 - e. **Termination.** If for any reason whatsoever other than the failure to exercise commercially reasonable efforts, either Party is unable to obtain all Entitlements having reasonably satisfactory conditions, with all appeal periods having expired without appeal (or any such appeal finally resolved), on or before the expiration of the Entitlement Period, then the Party unable to so obtain its Entitlements may, in its sole discretion, terminate its obligation to obtain the same pursuant to this Agreement.
4. **Construction of Projects.**
- a. **No Obligation to Construct.** Neither Party shall have any right or obligation to cause the construction of either Project, except that: (i) the failure of the City to construct certain portions of the City Project is provided for in Section (b) hereof; and (ii) if the Parking Garage is constructed by the City, the Railroad Agency Office shall be constructed and located therein in accordance with the Design Plans and the terms and conditions of this Agreement. In the event that the City determines to construct improvements on or within the vicinity of the City Property, such construction shall be done in a manner to reasonably minimize impact to existing tenants, occupants, guests and invitees of the DSA Property.
 - b. **City Decision Not To Construct.** *If* the City has not Substantially Completed: (i) Deer Street Extension and the DSA Surface Parking Spaces in accordance with the Design Plans on or before that date which is the two (2) year anniversary of the Effective Date; and (ii) the relocation of the Municipal Easements and the constructions of all related lines and infrastructure in accordance with the Design Plans on or before December 31, 2016; and (iii) the construction of the relocated Railroad Agency Office and ingress and egress referenced in the Railroad Access Easement Covenant in accordance with the Design Plans on or before that date which is the two (2) year anniversary of the Effective Date ((i), (ii), and (iii) above being, collectively, the “**Anticipated City Improvements**”), *then:* (a) the Mortgage and all payment and performance obligations pursuant thereto shall be of no further force and effect and shall be discharged of record at the Registry at the City’s sole cost and expense; (b) DSA

shall have the right, but not the obligation, to complete all or a portion of the Anticipated City Improvements in accordance with the Design Plans, and the City shall cooperate and provide DSA with reasonable access to its rights and properties to accomplish the same, and shall further reimburse DSA within sixty (60) days of written demand for the costs and expenses reasonably incurred by DSA from time to time with respect to Anticipated City Improvements (i) and (ii); (c) DSA shall have the right, but not the obligation, to construct and relocate the Railroad Agency Office as a free-standing building on the City Property within thirty (30) feet of the northerly boundary thereof running along the existing railroad tracks, together with the ingress and egress referenced in the Railroad Access Easement Covenant, and the City shall cooperate and provide DSA with reasonable access to its rights and properties to accomplish the same, and shall further reimburse DSA within sixty (60) days of written demand for the costs and expenses reasonably incurred by DSA from time to time with respect to the same; and (d). The aforesaid dates relative to Anticipated City Improvements (i) and (iii) above may, at the City's option, be extended by Force Majeure to a date not more than one (1) year subsequent to said date, upon DSA's receipt prior to said date of written notice of the extension to a date set forth therein (and consistent with the foregoing).

- c. **Acquisition of the Gray Trust Parcel.** The City shall acquire the Gray Trust Parcel prior to the expiration of the Design Phase. Once acquired by the City, the DSA Access Easement shall be amended to include the Gray Trust Parcel Access Easement by an instrument in recordable form proposed by DSA and acceptable to the City in its reasonable discretion, and the City shall execute and deliver the same to DSA for recording at the Registry.
- d. **Municipal Easements and Indemnity.** The City shall not be required to remove any of the utility lines or related infrastructure for the existing Municipal Easements from DSA Property. The City shall indemnify, defend, and hold DSA (and each of its affiliates and their collective tenants, officers, directors, shareholders, employees and agents) harmless from and against any liability, loss, or damage, including without limitation reasonable attorneys' and consultants' fees and costs, caused by contamination of DSA Property with materials or substances hazardous to human health from or in any way related to the Municipal Easements located thereon, except to the extent caused by the negligent act of any party to be indemnified hereunder; provided, however, that any indemnity, defend and/or hold harmless claims to be made pursuant to this Section 4(d) shall be asserted on or before the fifth (5th) anniversary date of the Effective Date, or shall be deemed waived. Upon Substantial Completion of the construction of the relocated Municipal Easements, the Municipal Easements as they impact DSA Property shall be terminated and released by written instrument sufficient for said purposes in recordable form, executed by the City and recorded with the Registry by DSA at DSA's sole cost and expense.

- e. **Relocated Railroad Agency Office.** In the event that the Parking Garage is constructed, the City shall be responsible at the City's sole cost and expense for the turn-key relocation and construction of: (i) the Railroad Agency Office within the Parking Garage, including without limitation interior design, fit and finish, and together with water, sewer, gas and electrical service lines and in substantially the same or better condition as exists as of the Effective Date, and (ii) the relocation and construction of the ingress and egress referenced in the Railroad Access Easement Covenant in substantially the same or better condition as exists as of the Effective Date, in both instances of (i) and (ii) using new materials and in accordance with all applicable laws, rules, regulations and ordinances. Upon Substantial Completion of the relocated Railroad Agency Office and the said ingress and egress (either by the City, or by DSA pursuant to Section 4(b) above), the City shall, and hereby does agree to, assume the Railroad Access Easement Covenant and all obligations of DSA set forth in the Railroad Deed or otherwise applicable to the Railroad Agency Office, and such agreement shall be memorialized by an instrument signed by the Parties and recorded at the Registry at DSA's sole cost and expense.

5. Community Space. On or before the fourth (4th) anniversary of the Effective Date, DSA shall, at DSA's option, cause either of the following to occur: (a) the transfer of good and marketable title to Lot 2 by warranty deed to the City, subject to: (i) the Underground Parking Garage Easement reserved in said deed; (ii) an obligation created in said deed of the City to maintain Lot 2 as an attractive, park-like public community space that generally enhances and does not cause disruption to the neighborhood; (iii) a covenant and restriction created in said deed prohibiting structures and/or buildings on Lot 2 within thirty (30) feet of the lot line between Lot 2 and Lot 3; (iv) all matters of record existing as of the Effective Date or subsequently created by the Parties; (v) all inchoate liens for amounts not yet due and payable; and (vi) such non-monetary encumbrances arising after the Effective Date that do not render title thereto unmarketable; or (b) pay the City the sum of Eight Hundred Thousand Dollars (\$800,000.00). The aforesaid date may, at DSA's option, be extended by Force Majeure to a date not more than one (1) year subsequent to said date, upon the City's receipt prior to said date of written notice of the extension to a date set forth therein (and consistent with the foregoing). The payment or performance obligation of DSA pursuant to this Section 5 shall be secured by a statutory power of sale mortgage encumbering Lot 2 in form and substance attached hereto as Schedule [redacted] (the "**Mortgage**") which Mortgage shall be recorded with the Registry on the Effective Date of this Agreement and contain a due on sale clause which excludes transfers to affiliates of DSA. In the event of a transfer of Lot 2 to the City pursuant to this Section 5, the City shall improve the same with landscaping and other improvements in accordance with the agreed upon Design Plan, at its sole cost and expense.

6. Recording of Subdivision Plan, Mortgage, Easements and Other Instruments. Each of the below referenced Subdivision Plan, Mortgage, easements and other instruments shall be executed and delivered in recordable form by the applicable Party on or before the following dates, and subsequently recorded at Registry with each

Party being responsible for any transfer tax assessed against the Party with respect to said document, and the grantee or its equivalent responsible for recording fees and L-Chip costs required to be paid at the time of such recording:

- a. Subdivision Plan on or before the Effective Date;
- b. Mortgage on or before the Effective Date;
- c. DSA Surface Parking Space Easement on or before the date which the City Planning Board approval of the site plan relative to Lot 6 becomes final with all appeal periods having expired;
- d. Parking Garage Space Easement on or before the earlier of the date of Substantial Completion of the Parking Garage, or the date that the Parking Garage is otherwise open for public use;
- e. Amendment of DSA Access Easement to include Gray Trust Parcel Access Easement on or before the earlier of the date the City acquires the Gray Trust Parcel or the expiration of the Design Period;
- f. Termination of the Municipal Easements on or before December 31, 2016;
- g. Parking Garage Cross Access Easement on or before Substantial Completion of the Parking Garage, the Underground Parking Structure, and the Parking Garage Cross Access;
- h. Underground Parking Structure Easement on or before the transfer of Lot 2 to the City;
- i. Assumption of relocated Railroad Agency Office obligations and Railroad Access Easement Covenant on or before Substantial Completion of the Parking Garage, or Substantial Completion of the relocated Railroad Agency Office on Lot 1 by DSA as contemplated by Section 4(e) of this Agreement; and
- j. Additional easements contemplated by Section 2(f) of this Agreement on or before a date which is reasonable under the circumstances of the easement.

7. Right of First Offer and Refusal (City Property).

- a. **Right of First Offer.** If at any time after the Effective Date, the City desires to sell all or any portion of the Option Property, except with respect to an Excluded Transfer (defined in Section 7(c) below), the City shall first offer in writing to sell the Option Property or such portion, to DSA for such price and upon such terms as the City shall determine (the "Offer Notice"). DSA shall have a period of thirty (30) days after receipt of the Offer Notice (the "Acceptance Period") within which to notify the City in writing that it desires to accept such offer for the price and upon the terms stated in the Offer Notice, time being of the essence with respect to DSA's response to the Offer Notice. If DSA elects to purchase the Option Property, or such portion as is being offered for sale, it shall so notify the City in writing (the "Acceptance Notice") on or before the end of the Acceptance Period, which Acceptance Notice, in order to be effective, must be accompanied by the deposit specified in the Offer Notice, if any (the "Deposit"). If DSA does not elect to purchase the Option Property, or such portion thereof that is offered for sale, and pay such Deposit

within the Acceptance Period, the City shall be free to sell the Option Property, or such portion thereof that was offered for sale, to a third party provided, however, that if the transaction is not consummated consistent in all material respects with the terms of the offer presented in the Offer Notice and within one (1) year of the date said Offer Notice was sent by the City, the City shall re-offer the Option Property to DSA in accordance with the provisions of this Section. If DSA fails to give such Acceptance Notice and Deposit within the Acceptance Period, it shall be deemed to have waived its rights with respect to that sale described in the Offer Notice only. Without limiting the foregoing, the transaction shall be deemed consistent with the terms of the Offer Notice so long as the purchase price is at least 95% of the price set forth in the Offer Notice. In addition, commercially reasonable extensions of the closing to accommodate the buyer's financing or other closing requirements shall not cause the transaction to be inconsistent with the terms presented in the Notice of Offer, provided that the same do not cause the closing to extend to a date which is later than the one year anniversary of the date the Offer Notice was sent by the City. DSA shall have no right to purchase less than all of that portion of the Option Property that is described in the Offer Notice.

- b. **Right of First Refusal.** If prior to the City giving the Offer Notice set forth in Section 7(a) above, the City receives a bona fide offer from any person or entity to purchase all or any portion of the Option Property that City desires to accept (the "Purchase Offer"), other than an Excluded Transfer, then prior to irrevocably committing to accept such offer, the City shall first deliver to DSA a true and complete photocopy of the Purchase Offer. Within fifteen (15) days after its receipt of the Purchase Offer, DSA shall notify the City whether DSA desires to purchase the Option Property on the terms and conditions set forth in the Purchase Offer, time being of the essence with respect to DSA's notice to the City. If DSA notifies the City of its desire to purchase the Option Property within said 15-day period, then the City and DSA shall enter into a purchase and sale agreement within fifteen (15) days after the City's receipt of DSA's notice exercising the option; said agreement shall incorporate the terms and conditions of the Purchase Offer. If DSA fails to notify the City of its desire to purchase the Option Property within said 15-day period, then the City shall have the right to sell the Option Property to the person or entity identified in the Purchase Offer on the terms consistent in all material respects with the terms of the offer presented in the Purchase Offer. Without limiting the foregoing, the transaction shall be deemed consistent with the terms of the Purchase Offer so long as the purchase price is at least 95% of the price set forth in the Purchase Offer. In addition, commercially reasonable extensions of the closing to accommodate the buyer's financing or other closing requirements shall not cause the transaction to be inconsistent with the terms presented in the Purchase Offer.

- c. **Excluded Transfer.** DSA’s right to purchase under subparagraphs “a.” or “b.” above shall not apply to any of the following (“Excluded Transfers”): (i) any transfer to an affiliate of the City, (ii) any transfer or to residential owners with respect to work force micro housing, or the financing thereof, or (iii) to the granting or a mortgage to secure indebtedness or to the mortgagee or purchaser at any foreclosure sale or deed in lieu thereof; provided however, that the rights of DSA under subparagraphs “a.” or “b.” above, shall survive any Excluded Transfer other than (ii) and be binding on any grantee, mortgagee, assignee or other successor with respect to an Excluded Transfer, in accordance with the terms set forth herein.
- d. **Notice of ROFO and ROFR.** A notice of the Right of First Offer and Right of First Refusal set forth in subparagraphs “a.” and “b.” above shall be set forth in an instrument signed by the Parties and recorded at the Registry on the Effective Date.

8. Default. In the event of either Party’s default in the performance of its obligations under this Agreement, the non-defaulting Party shall be entitled to all remedies set forth in this Agreement or otherwise available, at law or in equity on a non-exclusive, non-cumulative basis; provided, however, that neither Party shall be entitled to consequential damages, including without limitation lost profits, under any circumstance.

9. Miscellaneous Provisions.

9.1 *Notices.* All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given when personally delivered to the Party to be given such notice or other communication or on the business day following the day such notice or other communication is sent by overnight courier, to the following:

- If to the Buyer: At the address set forth in the first paragraph of this Agreement
- with a copy to: Robert P. Sullivan, City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801
- If to the Seller: At the address set forth in the first paragraph of this Agreement
- with a copy to: Denis O. Robinson, Esq.
Pierce Atwood LLP
One New Hampshire Avenue, Suite 350
Portsmouth, New Hampshire 03801

or to such other address as the Parties may designate in writing.

9.2 *Benefit and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, heirs and legal representatives.

9.3 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

9.4 *Severability.* No determination that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstances not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed whenever possible as being consistent with, applicable law.

9.5 *Headings.* The headings to the various Sections and paragraphs of this Agreement have been inserted for convenient reference only, and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

9.6 *Construction.* In this Agreement, where applicable, words used in the singular form shall be construed as though they also are used in the plural form, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa.

9.7 *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral statements, promises, understandings or agreements with respect thereto. The Parties agree and acknowledge that (a) this Agreement has not been entered into under undue time pressure, and that all Parties have had an adequate opportunity to review this Agreement with counsel, (b) no oral assurances have been given by any Party that this Agreement is an interim agreement or that a more comprehensive agreement is or will be forthcoming, (c) there are no oral conditions or promises that supplement or modify this Agreement, and (d) this Section 9.7 does not constitute “boilerplate”, but rather is a critical substantive provision of this Agreement.

9.8 *Choice of Law.* This Agreement shall be interpreted according to the laws of the State of New Hampshire.

9.9 *Amendment.* The provision of this Agreement may be modified or amended in whole or in part only with the consent of the Parties hereto, their successors and permitted assigns, in a written instrument duly executed and delivered.

[Remainder of page blank – signature pages to follow]

In Witness Whereof we have herein set our hands and seals to this Post Closing Obligations Agreement effective as of the Effective Date.

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE

By: _____ Date: _____
Name:
Title:

DEER STREET ASSOCIATES
By its general partner

DSA Rogers, LLC
By its manager

G.L. Rogers & Co., Inc.

By: _____ Date: _____
Name:
Title:

DRAFT

Schedule _____
Disposition Plan

DRAFT

Schedule _____
Gray Trust Parcel Legal Description

DRAFT

Schedule ____
Parking Garage Cross Access Easement

DRAFT

Schedule ____
Parking Garage Space Easement

DRAFT

Schedule _____
Subdivision Plan

DRAFT

Schedule ____
Surface Parking Space Easement

DRAFT

Schedule ____
Underground Parking Structure Easement

DRAFT

Schedule _____
Mortgage

DRAFT

As of
12/30/15

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT made as of December ___, 2015 (the “Effective Date”) by and between CITY OF PORTSMOUTH, NEW HAMPSHIRE, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter referred to as the “City”) and DEER STREET ASSOCIATES, a New Hampshire limited partnership of P.O. Box 100, York Harbor, Maine 03911 (hereinafter referred to as the “Seller”).

Recitals

WHEREAS, the Seller owns certain recently subdivided property located in the vicinity of Bridge and Deer Streets in the City of Portsmouth, County of Rockingham, State of New Hampshire;

WHEREAS, the City would like to acquire an approximately 1.24 +/- acre portion of Seller’s property (see Parcel A on the Disposition Plan attached hereto as Schedule 1.11) and a small triangle of land from a third party (see Parcel C on the Disposition Plan), together with related easements, for the purpose of constructing a municipal parking garage of 600 or more spaces, with public access thereto, and to relocate certain existing municipal easements in connection therewith;

WHEREAS, subsequent to the transaction contemplated by this Agreement, the Seller may improve its remaining property and land to be acquired from the City pursuant to this Agreement (see Parcel B on the Disposition Plan) with buildings and related improvements, and as part of said process may transfer to the City approximately .2 +/- acres as open civic space in the form of a park (see Lot 2 on the Subdivision Plan attached hereto as Schedule 1.28), below which Seller may construct private parking for the benefit of Seller’s remaining property;

Commented [A1]: Under discussion.

WHEREAS, the City’s and the Seller’s respective projects remain in the design phase, but the Seller and the City intend to share design elements including an underground access easement to facilitate traffic flow between the public garage, Seller’s private parking and building(s), and public rights of way; and

Commented [A2]: Under discussion.

WHEREAS, the Seller and the City desire to collaborate post closing on the design of their respective projects, for their mutual benefit, as addressed in the Post Closing Obligations Agreement attached to this Agreement as Schedule 1.20.

NOW THEREFORE, for and in consideration of the mutual promises contained hereinbelow, the adequacy and sufficiency of which is hereby acknowledged, the Seller agrees to sell and convey, and the City agrees to buy, the Premises (defined below), together with any and all easements and appurtenances thereto, and the City Easements (defined below), all upon the following terms and conditions:

1. **Definitions.** In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used herein:

1.1 “**Affiliate**” means any individual, entity, association, or trust, including without limitation any corporation, limited liability company, or partnership, controlled by or under common control with the Seller.

1.2 “**Agreement**” means this Purchase and Sale Agreement and includes the following exhibits and schedules attached hereto:

<u>Schedule 1.5</u>	City Temporary Building Encroachment Easement
<u>Schedule 1.6</u>	City Temporary Construction Easement
<u>Schedule 1.7</u>	City Triangle Parcel Legal Description
<u>Schedule 1.10</u>	Deer Street Extension Parcel Legal Description
<u>Schedule 1.11</u>	Disposition Plan
<u>Schedule 1.14</u>	Environmental Escrow Agreement
<u>Schedule 1.16</u>	Gray Trust Parcel Legal Description
<u>Schedule 1.20</u>	Post Closing Obligations Agreement/PCOA
<u>Schedule 1.28</u>	Subdivision Plan
<u>Schedule 2</u>	Terminated Sidewalk Easement Legal Description
<u>Schedule 5.2(vii)</u>	Title Affidavit
<u>Schedule 7.2</u>	Access and Indemnity Agreement
<u>Schedule 16.11</u>	Statutory Disclosures

1.3 “**City Easements**” means the City Temporary Building Encroachment Easement and the City Temporary Construction Easement.

1.4 “**City Project**” means: (a) the construction upon the Premises of the Parking Garage and related improvements, (b) relocation of an existing sewer easement from Seller’s Remaining Land to the Premises and other City property now owned or subsequently acquired, (c) the construction and opening of the Deer Street Extension Parcel as a public right-of-way, and (d) related improvements to the development of the Premises by the City.

1.5 “**City Temporary Building Encroachment Easement**” means a temporary easement granted to the City by the Seller at Closing for the continued encroachment by, and removal of, the Encroaching Building in the approximate location shown on page C2 of the Disposition Plan¹, which easement shall: (i) be subject to the rights of the existing tenant of the building labeled as “Building #165” on the Subdivision Plan relative to loading and existing structures; (ii) terminate no later than two (2) years following the Closing and require removal of the Encroaching Building by the City within said time period leaving only a slab and gravel at grade level; and (iii) be in form and substance set forth on Schedule 1.5.

¹ See Proposed Easement 13 on page C2 of the Disposition Plan.

1.6 “City Temporary Construction Easement” means a temporary construction easement granted to the City by the Seller at Closing being ten (10) feet in width and located on Lot 2, having a westerly boundary running along the lot line shared between Lot 1 and Lot 2, which easement shall terminate no later than five (5) years following the Closing and be in form and substance set forth on Schedule 1.6.

1.7 “City Triangle Parcel” means the triangle shaped parcel of land, with improvements thereon, at the corner of Deer Street and Bridge Street shown as Area B on page C1 of the Disposition Plan, and as more particularly described on Schedule 1.7.

1.8 “Closing” means the ceremony at which the transactions contemplated by this Agreement are consummated.

1.9 “Closing Date” means the date on which the Closing takes place, and is set forth in Section 5.1 hereof.

1.10 “Deer Street Extension Parcel” means the parcel of land denoted as “Future Access” on the Disposition Plan, being a portion of Lot 1 and also including the Gray Trust Parcel, and as more particularly described on Schedule 1.10.

1.11 “Disposition Plan” means that certain plan of two pages (C1 – Disposition Plan Land Ownership, and C2 – Disposition Plan Easements) prepared by Ambit Engineering, Inc. and entitled “Proposed Parking Garage Project – Deer & Bridge Streets – Portsmouth, N.H.” dated July, 2015, and last revised on September 15, 2015, attached hereto as Schedule 1.11 and incorporated herein by reference.

1.12 “Effective Date” means the date first set forth in the preamble to this Agreement.

1.13 “Encroaching Building” means that certain existing building labeled on the Subdivision Plan as a “1 Story Building” and also shown on the Disposition Plan being primarily located on Lot 1 but encroaching onto Lot 2.

1.14 “Environmental Escrow Agreement” means the agreement to be executed and delivered by the Parties at Closing with respect to the Seller’s obligation to contribute to certain cost increases to the City Project resulting from environmental conditions discovered by the City prior to the Effective Date of this Agreement, in form and substance as set forth on Schedule 1.14.

1.15 “Escrow Agent” means Pierce Atwood LLP.

1.16 “Gray Trust Parcel” means the means the triangle shaped parcel of land, with improvements thereon, located within the Future Access shown and depicted

on the Subdivision Plan and further shown as Area C on page C1 of the Disposition Plan, as more particularly described on Schedule 1.16.

1.17 “Lot” means a subdivided lot as shown on the Subdivision Plan.

1.18 “Parking Garage” means the municipal parking garage of no less than 600 spaces to be constructed by the City on the Premises post Closing.

1.19 “Parties” means, collectively, the City and the Seller. Each of the Parties is herein referred to as a “Party.”

1.20 “Post Closing Obligations Agreement” or “PCOA” means the agreement to be executed and delivered by the Parties at Closing with respect to the Parties’ collaboration on the City Project and the improvement of a portion of Seller’s Remaining Land, in form and substance as set forth on Schedule 1.20.

1.21 “Premises” means Lot 1 as shown on the Subdivision Plan, together with any and all buildings and improvements thereon and the Encroaching Building.

1.22 “Railroad Agency Office” means that certain railroad agency office having 400-500 square feet, together with lights, heat, toilet facilities and a supply closet, currently located on Lot 2 and referenced in the Railroad Deed.

1.23 “Railroad Deed” means that certain deed from Robert W. Meserve and Charles W. Barrett, as Trustees of the Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-F, to John W. Goodwin dated December 19, 1972 and recorded in the Registry at Book 2199, Page 0434, and any and all other recorded deeds and covenants related thereto.

1.24 “Registry” means the Rockingham County Registry of Deeds.

1.25 “Seller Access Easement” means an easement encumbering the Deer Street Extension Parcel (other than the Gray Trust Parcel) to be retained by the Seller at Closing over and across the Deer Street Extension Parcel for the benefit of Seller’s Remaining Land adjacent thereto, for all purposes that a public street may be used (including without limitation the running of utilities), which easement shall: (i) be subject to interference which is reasonable and customary by the City with respect to and during the City’s construction of the City Project, and (ii) only terminate at the time that the Deer Street Extension Parcel is established and opened as a public right-of-way.²

1.26 “Seller’s Remaining Land” means Lots 2, 3, 4, 5 and 6 shown on the Subdivision Plan.

² See Proposed Easement 12 on page C2 of Disposition Plan.

1.27 “Sidewalk Easement” means that certain public sidewalk easement described in Sidewalk Easement Deed from the Seller to the City dated September 16, 2005 and recorded in the Registry at Book 4550, Page 1885.

1.28 “Subdivision Plan” means that certain plan entitled “Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1” = 50’ ” dated July, 2015 and last revised 8/6/15, approved by the City Planning Board on [REDACTED], 2015 and to be recorded at the Registry, and as attached hereto as Schedule 1.28.

2. Purchase Price. The purchase price to be paid to the Seller by the City for the Premises, any and all easements and appurtenances thereto, the City Temporary Building Encroachment Easement, and the City Temporary Construction Easement, shall be Five Million One Hundred Thousand and 00/100 Dollars (\$5,100,000.00)(the “Purchase Price”). As additional consideration: (i) the City shall transfer to the Seller at Closing by quitclaim deed fee simple title to the City Triangle Parcel, free and clear of any and all encumbrances (including without limitation the rights of the public); (ii) the Seller shall retain the Seller Access Easement; and (iii) the City shall terminate that portion of the Sidewalk Easement shown as the shaded portion of Existing Easement 3 on page C2 of the Disposition Plan, as more particularly described on Schedule 2, by instrument executed and delivered by the City at Closing and to be recorded at the Registry as part of the Closing, and shall have discontinued any and all rights of the public to the same prior to the Closing.

3. Payment of Purchase Price and Deposit Escrow Provisions. The City shall pay the Purchase Price to the Seller as follows:

3.1 Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the “Deposit”) shall be paid by wire transfer to the Escrow Agent on or before the Effective Date.

3.2 The Purchase Price less the Deposit net of any monthly fees paid by the Buyer out of the Deposit in accordance with Section 5.1 shall be paid at the Closing by wire transfer of funds, and the Escrow Agent shall release the Deposit to the Seller.

3.3 The Deposit shall be held in a non-interest bearing account by the Escrow Agent and shall be retained by Seller or returned to Buyer in accordance with the terms and conditions of this Agreement. Escrow Agent agrees to hold, keep and deliver said Deposit and all other sums delivered to it pursuant hereto in accordance with the terms and provisions of this Agreement. Escrow Agent shall be liable to hold said sums and deliver the same to the Parties in accordance with the provisions of this Agreement. In the event of any disagreement between the Parties resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and Escrow Agent shall continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall

have been adjusted by agreement between the Parties, and Escrow Agent shall have been notified in a writing signed by the Parties of the terms of such agreement. Escrow Agent shall not disburse any of the monies held by it under this Agreement unless in accordance with joint written instructions signed by the Parties. Escrow Agent shall have the right at all times to pay all sums held by it into any court of competent jurisdiction after a dispute between or among the Parties has arisen.

4. Transfer Taxes; Prorations. At the Closing, the City and Seller shall each pay their respective shares of all real property transfer taxes related to the purchase of the Premises and the other transactions contemplated hereby, as required by applicable law. Notwithstanding the foregoing, the Parties acknowledge and agree that as of the Effective Date, the sale of the Premises as contemplated by this Agreement is exempt from transfer taxes pursuant to RSA 78-B:2, I, and that barring any changes to applicable law, rule, or regulation effective prior to the Closing, the deed and any required declarations of consideration shall so state. All property taxes and other fees, levies and assessments of any nature whatsoever related to the Premises shall be prorated between the City and the Seller as of the close of business on the Closing Date. Property taxes shall be prorated in accordance with the concept that taxes in the City of Portsmouth are collected in arrears with the tax bill due on December 1, 2015 applying to the first half of the municipal budget year commencing the previous July 1, 2015 and covering ownership of the Premises from July 1, 2015 through December 31, 2015; and the tax bill paid on June 1, 2015 covers a period of ownership of the Premises from January 1, 2015 to June 30, 2015.

5. Closing and Deliverables.

5.1 Closing. The Closing shall occur at the offices of Pierce Atwood LLP, One New Hampshire Avenue, Portsmouth, New Hampshire commencing at 10:00 a.m. local time on March 31st, 2016 (the "Closing Date"); provided, however, that the City may extend the Closing Date to the last date of each successive month thereafter through and including July 31, 2016 by making a payment to the Seller in the amount of Twenty Thousand Dollars (\$20,000.00) on or before March 15th, 2016 and each subsequent fifteenth (15th) day of the month through July 15th, 2016. At the City's option, such payment may be made from the Deposit provided that Seller directs and authorizes the Escrow Agent in writing on or before the applicable due date to pay the required funds to the Buyer from the Deposit. In the event that the City fails to make the required payment on or before the twentieth day of each successive month, the Closing Date shall be the end of the month in which the City fails to timely make such payment.

5.2 Seller Deliverables. On the Closing Date, Seller shall deliver to City at the Closing the following documents and materials:

- (i) The warranty deed for the Premises but reserving the Seller Access Easement, duly executed, acknowledged and in substantially the same form and substance as agreed to by the Parties pursuant to Section 6 of this Agreement;

- (ii) The City Temporary Building Encroachment Easement duly executed, acknowledged, and in substantially the same form and substance as set forth on Schedule 1.5 attached hereto;
- (iii) The City Temporary Construction Easement duly executed, acknowledged, and in substantially the same form and substance as set forth on Schedule 1.6 attached hereto;
- (iv) Duplicate originals of the Post Closing Obligations Agreement, duly executed by the Seller, and in substantially the same form and substance as set forth on Schedule 1.20 attached hereto;
- (v) A certificate duly executed by Seller to the effect that, as of the Closing Date, all representations and warranties by Seller set forth in this Agreement remain true and correct to the same extent as if made on and as of the Closing Date and disclosing no material changes or qualifications reasonably objectionable to the City;
- (vi) A non-foreign status certification, duly executed by Seller under penalty of perjury, certifying that Seller is not a “foreign person,” pursuant to Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended (“Section 1445”);
- (vii) A mechanic’s lien and parties in possession affidavit in favor of the City’s title company in substantially the same form and substance set forth on Schedule 5.2(vii) attached hereto;
- (viii) Evidence reasonably satisfactory to the City and the City’s title company of Seller’s authority to execute and deliver all documents required to be delivered by Seller to the City at Closing and to perform all of Seller’s obligations hereunder, including a general partner certificate and a certificate of existence for Seller issued by the New Hampshire Secretary of State;
- (ix) A closing and disbursement statement duly executed;
- (x) A property tax proration agreement consistent with Section 4 of this Agreement, duly executed;
- (xi) Duplicate originals of the Environmental Escrow Agreement in substantially the same form and substance set forth on Schedule 1.14 attached hereto; and
- (xii) Such other documents and instruments as are required by law and/or are those that the City may reasonably request consistent with the terms of this Agreement, including without limitation a CD-57-S, 1099-S, paid water and sewer bill, broker commission statement, payoff statement(s), and a compliance agreement.

5.3 City Deliverables. On the Closing Date, the City shall deliver to Seller at the Closing:

- (i) By wire transfer, the Purchase Price for the Premises;
- (ii) The Subdivision Plan, duly signed by the City's Planning Board and otherwise in recordable form;
- (iii) A certificate duly executed by the City to the effect that as of the Closing Date, all representations and warranties by the City set forth in this Agreement remain true and correct to the same extent as if made on and as of the Closing Date and disclosing no material changes or qualifications reasonably objectionable to Seller;
- (iv) A termination of the portion of the shaded portion of the Sidewalk Easement shown as Existing Easement 3 on page C2 of the Disposition Plan and more particularly described on Schedule 2 attached hereto, duly executed, acknowledged and in recordable form;
- (v) A quitclaim deed of the City Triangle Parcel, duly executed, acknowledged and in recordable form;
- (vi) Duplicate originals of the Post Closing Obligations Agreement, duly executed by the City, and in substantially the same form and substance as set forth on Schedule 1.20 attached hereto;
- (vii) Evidence reasonably satisfactory to Seller of City's authority to execute and deliver all documents required to be delivered by the City to Seller at Closing and to perform all of the City's obligations hereunder;
- (viii) A closing and disbursement statement duly executed;
- (ix) A property tax proration agreement consistent with Section 4 of this Agreement, duly executed;
- (x) Duplicate originals of the Environmental Escrow Agreement in substantially the same form and substance set forth on Schedule 1.14 attached hereto; and
- (xi) Such other instruments as are required by law and/or are those that Seller may reasonably request consistent with the terms of this Agreement, including without limitation a CD-57-P and a compliance agreement.

6. Title and Deed. At Closing, the Seller shall convey to the City, by warranty deed, with good and marketable title: (i) fee simple ownership interest in the Premises, and (ii) the City's Easements. Title shall be free and clear of any and all liens, mortgages, leases, tenancies, parties in possession, charges, security interest, conditions,

covenants, servitudes, encumbrances, reservations, easements, rights of way, restrictions and claims of any kind or nature whatsoever, except for the Permitted Encumbrances identified in this Paragraph 6. For purposes of this Agreement, "Permitted Encumbrances" shall mean the Seller Access Easement together with all terms, restrictions covenants and conditions contained in any deeds from a railroad contained in the chain of title, and any other interests to be created or contemplated by this Agreement in favor of the Seller, together with all conditions, covenants, servitudes, encumbrances, reservations, easements, rights of way, restrictions, claims and other matters of public record which do not render title to the Premises unmarketable or have a material adverse effect on the City Project; provided, however, that the City shall provide good faith written notice to Seller of any nonconformity of title to the Premises with the first clause of this sentence (hereinafter referred to as a "Title Notice"), to be received by Seller prior to (each of the following a "Title Notice Deadline"): (a) [REDACTED] with respect to public matters of record as of or prior to the Effective Date, or (b) the Closing Date, with respect to public matters first appearing of public record after the Effective Date but on or prior to the Closing Date. The Seller shall be entitled but not obligated to make a good faith effort to remove any and all Title Objections, and to the extent the same has not been cured on or before the Closing Date to the City's reasonable satisfaction, then the Closing Date shall be extended for a reasonable period of time to permit Seller to cure the same, but in no event later than one hundred and eighty (180) days from the Closing Date. In all events, Seller shall be required to remove at or prior to Closing (A) all mortgages and consensual liens other than inchoate liens affecting the Premises which secure Seller's obligation to pay a monetary amount, and (B) all non-consensual liens other than inchoate liens affecting the Premises that arose out of Seller's failure to pay a monetary obligation. To enable Seller to convey the Premises in compliance with the requirements of this Agreement, Seller may, at the time of delivery of the deed, use settlement proceeds at Closing or any portion thereof to discharge any mortgage or lien affecting the Premises. In the event that Seller is unable to timely cure said Title Objections as provided herein, or said Title Objections are not cured to City's reasonable satisfaction within the time periods set forth herein, then City may terminate this Agreement or proceed to the Closing accepting title to the Premises in its then condition. If City fails to give Seller a Title Notice on or before the applicable Title Notice Deadline, then City shall be deemed to have waived City's right to terminate this Agreement pursuant to this Section 6 with respect to Title Objections to be raised by the applicable Title Notice Deadline. The City expressly reserves and does not waive any right to pursue a claim pursuant to its title insurance policy with respect to any matter which was raised as a Title Objection or may have been raised by the City as a Title Objection but was not so raised.

7. **Due Diligence.**

7.1 Prior Due Diligence Period and Inspections. Except as expressly set forth in Section 7 of this Agreement, City acknowledges and agrees that: (1) prior to the Effective Date, City has had access to the Premises for the purposes of conducting certain inspections, studies, or analyses City may have wished to perform with respect to City's decision to enter into this Agreement and purchase the Premises and the City Easements on the terms hereof, and (2) that City has not, is not, and will not rely on any information provided by the Seller or any representative or agent of the Seller except as expressly set forth in Section 8 or Section 11 of this Agreement.

7.2 Access and Indemnity. The Access and Indemnity Agreement executed by and between the Parties and attached hereto as Schedule 7.2: (i) is in full force and effect; (ii) is hereby ratified and confirmed by the Parties; and (iii) will survive the execution, delivery and termination of this Agreement, and the Closing.

7.3 City's Owner's Title Insurance Commitment. The City's obligation to proceed with the purchase of the Premises is subject to City receiving an ALTA Owners Title Insurance commitment from a reputable and national title insurance company, (reasonably acceptable to the City) subject to commercially reasonable requirements, for an owner's title policy to issue at Closing with respect to the Premises in the amount of the Purchase Price, subject to Permitted Encumbrances and standard exceptions and exclusions, but otherwise whose terms are acceptable to the City, in the City's reasonable discretion (the "**Title Commitment**"). In the event that the City fails to notify Buyer in writing on or before [REDACTED] of its good faith inability to obtain the Title Commitment, this contingency shall be deemed waived and of no further force and effect. A copy of the Title Commitment and supporting title work shall be delivered to Seller on or before [REDACTED], and Seller shall reimburse or pay directly the reasonable copy charges associated therewith.

7.4 Deed Descriptions. The City's obligation to proceed with the Closing is subject to its review and acceptance of the warranty deed from Seller to City, as well as the City's acceptance of any easement(s), covenant(s) and/or other restrictions set forth therein (if any), unless the same are Permitted Encumbrances. A draft of the deed shall be provided by the Seller to the City on or before [REDACTED], and the City shall raise any good faith objections thereto by written notice received by the Seller on or before [REDACTED], failing which the deed shall be deemed accepted by the City.

7.5 Environmental Site Assessment. The City's obligation to proceed with the Closing is subject to completion of its environmental inspection of the Premises and delivery of a report(s) by professional environmental engineering consultant(s) of the City's own choosing, which report(s) must be an environmental site assessment by a qualified professional in form and substance reasonably acceptable to the City. This contingency shall be deemed waived and of no further force and effect if the City has not delivered to Seller a good faith written objection to an environmental condition of the Premises unknown to the City as of the Effective Date, and a copy of said report(s) supporting the same, on or before **January 31, 2016**. The City acknowledges receipt and

knowledge of all conditions set forth in that certain Limited Subsurface Investigation – Proposed Deer Street Parking Garage – Deer and Bridge Streets – Portsmouth New Hampshire prepared by Ransom Environmental Consulting, Inc. for Mr. David Allen, City of Portsmouth Department of Public Works and dated October 29, 2015.

7.6 Results of Due Diligence. If the results of City’s due diligence inspections described in Section 7.3 through Section 7.5, inclusive, reveal any good faith basis to object to the same as being inconsistent with the requirements of the applicable Section (a “Defect”), then City may, in its reasonable discretion, provide a reasonably detailed written notice of the same and a copy of any supporting third party reports (a “Defect Notice”) to Seller on or before the expiration of the applicable deadline set forth in said Section, in which event Seller shall be provided a reasonable opportunity to cure the same at Seller’s sole cost, expense and option. In the event that any Defects raised in a Defect Notice are not cured to the City’s reasonable satisfaction on or before the Closing Date, the Closing Date shall be extended for a time period sufficient to allow Seller to cure the said Defects to City’s reasonable satisfaction, but not to exceed one hundred and eighty (180) days beyond the Closing Date. In the event that Seller does not elect to cure said Defects within a reasonable time following Seller’s receipt of a Defect Notice, or said Defects are not cured to City’s reasonable satisfaction within the time periods set forth herein, then City may terminate this Agreement or proceed to the Closing accepting the Premises in its then condition. If City fails to give Seller a Defect Notice on or before the deadline set forth in the applicable Section, then City shall be deemed to have waived City’s right to terminate this Agreement pursuant to this Section 7.6.

8. Representations and Warranties of Seller. As an inducement to the City to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller hereby represents and warrants to City as of the Effective Date and the Closing Date, which representations and warranties shall survive Closing for a period of two (2) years with respect to Section 8.6 below, and for a period of one (1) year with respect to Sections 8.1 through 8.5, inclusive, and Sections 8.7 through 8.11, inclusive, that:

8.1 Due Authorization. Seller is a New Hampshire limited partnership, duly organized, validly existing, and in good standing under the laws of the State of New Hampshire and Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments, and documents herein required to be made or delivered by Seller pursuant hereto and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller’s behalf and to bind Seller thereto. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and this Agreement does in such documents constitute legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

8.2 *No Conflict.* The execution and delivery of, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which it or the Premises is bound, or any order, rule or regulation of any court or other governmental agency or official.

8.3 *Bankruptcy Matters.* Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts generally as they come due, or made an offer of settlement, extension or composition to its creditors generally.

8.4 *Legal Proceedings.* To the Seller's knowledge, there are no pending legal proceedings, legal action, suit, arbitration, or other legal, administrative, or governmental investigation, inquiry or proceeding, pending, or threatened against or affecting any of the Premises or the Seller's interest therein.

8.5 *Labor and Materials/Parties in Possession.* There are no amounts due and owing to any person or entity on account of labor performed or materials provided to the Seller in connection with any construction or repair work to the Premises that would give rise to a mechanic's lien, other than amounts which will be paid in the ordinary course but no later than one hundred and twenty days following Closing. There are no parties in possession of the Premises that will remain in possession as of the Closing Date.

8.6 *Default.* Seller has not received written notice from: (i) any governmental authority of any violation of any applicable federal, state or local law, ordinance or rule or regulation (including without limitation those governing wetlands), or (ii) from any person entitled to enforce the same of any covenants, conditions, restrictions, rights-of-way, or easements, in either case affecting any of the Premises and that remains uncured.

8.7 *Fraudulent Transfer.* In consummation of the transactions contemplated by this Agreement, the Seller has not made any transfer or incurred any obligations with the intent to disturb, delay, hinder or defraud either present or future creditors or partners.

8.8 *No Conveyance.* Following the Effective Date, Seller has not sold, leased encumbered or otherwise transferred any part of the Premises, or any interest therein, or consented to any lien or encumbrance thereon, other than Permitted Encumbrances.

8.9 *No Agreements.* Seller has not entered into any agreements with third parties regarding the Premises, other than Permitted Encumbrances, which will be binding on the City following the Closing.

8.10 Railroad Agency Office. The Railroad Agency Office is not located on Lot 1.

8.11 Encroaching Building. Seller has no actual knowledge of any facts which would prevent the removal of the Encroaching Building as contemplated by the City Temporary Building Encroachment Easement.

8.12 File Share Information. The City acknowledges and agrees that the City was provided certain information by the Seller through a file share or data room prior to the Effective Date (the "File Share Information"). The File Share Information was provided for informational purposes only to aid the City in its own due diligence and without warranty or representation of any kind whatsoever by Seller or any other person, including without limitation any representation or warranty as to the truth, accuracy or completeness thereof. At no time shall this paragraph relieve the Seller from any liability for fraud, or for any liability for warranties or representations expressly made by Seller in Section 8 of this Agreement.

9. Representations and Warranties of the City. City hereby represents and warrants to Seller as of the Effective Date and the Closing Date, which representations and warranties shall survive Closing for a period of one (1) year, that:

9.1 Due Authorization. City is a New Hampshire municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of New Hampshire, and City has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments, and documents herein required to be made or delivered by City pursuant hereto, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by City pursuant hereto on behalf of City are and shall be duly authorized to sign the same on City's behalf and to bind City thereto. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by City and this Agreement does in such documents constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

9.2 No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any agreement or instrument to which City is now a party or by which it is bound, or, any order, rule or regulation of any court or other governmental agency or official.

9.3 *Bankruptcy Matters.* City has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

10. Conditions Precedent to the Parties' Obligations.

10.1 *Mutual Conditions Precedent.* The obligation of the Parties to purchase and sell the Premises is subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) Execution and delivery by the Parties at Closing of the Post Closing Obligations Agreement; and
- (b) The Subdivision Plan is recorded at the Registry, or will be recorded contemporaneously with the Closing.

10.2 *City Conditions Precedent.* The obligation of the Buyer to purchase the Premises is subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) No material change in condition of the Premises between the Effective Date and the Closing, as may be confirmed by a walk through inspection of the Premises within twenty-four (24) hours of Closing;
- (b) The Seller shall have performed its obligations under this Agreement in all material respects; and
- (c) The warranties and representations of the Seller as set forth in this Agreement are true and correct in all material respects at and as of the Closing Date with the same effect as if made at and as of such time.

10.3 *Seller Conditions Precedent.* The obligation of the Seller to sell the Premises is subject to the fulfillment prior to or at the Closing of each of the following conditions:

- (a) The warranties and representations of the Buyer as set forth in this Agreement are true and correct in all material respects at and as of the Closing Date with the same effect as if made at and as of such time;
- (b) The Buyer shall have performed its obligations under this Agreement in all material respects;
- (c) All public rights to the City Triangle Parcel and to the portion of the Sidewalk Easement shown as the shaded portion of Existing Easement 3

on page C2 of the Disposition Plan shall have been discontinued in accordance with all applicable laws, rules, regulations and ordinances; and

(d) a review of the local ordinances (with any proposed changes thereto) of the City applicable to Seller's Remaining Land for purposes of determination of suitability for redevelopment of the same in accordance with the Post Closing Obligations Agreement and otherwise as contemplated by the Buyer as of the Closing Date.

11. Brokers and Finders. Each of the Parties represents and warrants to the other Party that neither the representing and warranting Party, nor any of its agents, have employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby, except One Commercial Real Estate/Robert Marchewka of Portsmouth NH, who shall be paid a commission by Seller at Closing free and clear of any obligation of the City.

12. Risk of Loss. The risk of loss or damage to any of the Premises from fire or other casualty or cause shall be upon the Seller at all times prior to the Closing. Notwithstanding anything contained herein to the contrary, if at anytime prior to the Closing the Premises is destroyed or damaged by fire or other casualty or cause, Seller shall transfer to City at Closing any unused insurance proceeds, and all rights to the same, in an amount not to exceed any net increase to the cost of the City Project resulting from the loss or damage, as reasonably estimated by the City.

13. Expenses. Except as otherwise specifically provided by this Agreement, the City and the Seller shall each pay all of their own costs incurred incident to the preparation, execution and delivery of this Agreement and the performance of their obligations hereunder, including, without limitation, the fees and disbursements of counsel, accountants and consultants, whether or not the transactions contemplated by this Agreement shall be consummated.

14. Default.

14.1 City's Default/Seller's Remedy. In the event City defaults in its obligation to consummate the Closing on and subject to the terms of this Agreement, then Seller, as its sole and exclusive remedy therefor, shall be entitled to terminate this Agreement and receive the Deposit from Escrow Agent as reasonable liquidated damages. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF AND IS NOT A PENALTY. EXCEPT AS SET FORTH BELOW, SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE FOR CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF. Notwithstanding the foregoing, or any language to the contrary contained in this Agreement, the aforesaid limitation of remedy shall not apply to, and Seller shall be entitled to all remedies at law or in equity on a non-exclusive, non-cumulative basis with respect to: (a) the indemnity and other obligations

of City provided for in that certain Access and Indemnity Agreement executed by and between the Parties and attached hereto as Schedule 7.2, and (b) any other covenants, obligations, representations or warranties of the City contained in this Agreement that survive the Closing, or are contained in any document, certificate, instrument or Agreement of the Buyer executed and delivered by the City at Closing, including without limitation the Post Closing Obligations Agreement.

14.2 Seller's Default/City's Remedy. In the event of Seller's default in the performance of its obligations under this Agreement, and subject to Seller's cure rights set forth in Section 7.8, the City may elect to terminate this Agreement and receive the Deposit from the Escrow Agent or to bring an action for specific performance, which shall be City's sole remedies at law and in equity, provided that the foregoing limitation shall not apply to any other covenants, obligations, representations or warranties of the City contained in this Agreement that survive the Closing, or are contained in any document, certificate, instrument or Agreement of the Buyer executed and delivered by the City at Closing, including without limitation the Post Closing Obligations Agreement. The City shall not be entitled to special, consequential or incidental damages, including without limitation lost profits, under any circumstance.

15. Waiver of Jury Trial. Each Party hereby knowingly, intentionally and voluntarily waives trial by jury in any action or proceeding of any kind or nature, in any court in which an action may be commenced by or against the other party arising out of this agreement or the transactions contemplated hereby. Each Party acknowledges that such waiver is made with full knowledge and understanding of the nature of the rights and benefits waived hereby, and with the benefit of advice of counsel.

16. Miscellaneous Provisions.

16.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given when hand-delivered to the Party to be given such notice or other communication or on the business day following the day such notice or other communication is sent by overnight courier, to the following:

If to the City:	At the address set forth in the first paragraph of this Agreement, Attn: City Manager
with a copy to:	Robert P. Sullivan, City Attorney City of Portsmouth 1 Junkins Avenue Portsmouth, NH 03801
If to the Seller:	At the address set forth in the first paragraph of this Agreement, Attn: Kim S. Rogers

with a copy to: Denis O. Robinson, Esq.
Pierce Atwood LLP
One New Hampshire Avenue, Suite 350
Portsmouth, New Hampshire 03801

or to such other address as the Parties may designate in writing.

16.2 *Benefit and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, heirs and legal representatives; provided, however, that the City's rights and obligations pursuant to this Agreement may not be assigned or assumed without the prior written consent of the Seller, in the Seller's sole and absolute discretion. Provided further, that the Seller's rights and obligations pursuant to this Agreement may not be assigned or assumed prior to Closing other than to an Affiliate of Seller, without the prior written consent of the City, in the City's sole and absolute but good faith discretion.

16.3 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, each of which counterpart shall be deemed to be an original, but all of which counterparts shall taken together constitute a single agreement.

16.4 *Severability.* Any provision hereof determined by a court of competent jurisdiction to be prohibited by or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be deemed ineffective and deleted herefrom without affecting any other provision of this Agreement. It is the intention and desire of the Parties hereto that this Agreement be enforced to the maximum extent permitted by law, and should any provision contained herein be held unenforceable, the Parties hereby agree and consent that such provision shall be reformed in as similar terms as possible to reflect the Parties' intent and to make it a valid and enforceable provision to the maximum extent permitted by law. The Parties agree that if any term, covenant, condition or restriction contained herein is held unenforceable, then the Parties hereby mutually agree and consent that such provision shall be reformed to make it a valid and enforceable provision to the maximum extent permitted by law. The Parties hereby intend that there shall be added as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and valid and enforceable.

16.5 *No Third Party Beneficiaries.* The execution and delivery of this Agreement is not intended to, and shall not be deemed to, confer any rights upon, nor obligate any of the Parties hereto to, any person or entity other than the Parties hereto.

16.6 *Waiver.* No delay or omission by any Party hereto to exercise any right or power occurring upon any noncompliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be waiver thereof. A waiver by any Party hereto of any of the terms, covenants, conditions, or agreements hereof, to be performed by the other Party shall not be construed to be a waiver of any succeeding breach thereof, or of any other term, covenant, condition or waiver herein contained. This Agreement or any of its terms may not be waived, modified, or amended except by written instrument signed by both the Seller and City.

16.7 Headings. The headings to the various Sections and paragraphs of this Agreement have been inserted for convenient reference only, and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

16.8 Construction. In this Agreement, where applicable, words used in the singular form shall be construed as though they also are used in the plural form, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa. Each Party hereto, and such Party's counsel have had the full opportunity to review and comment upon, and have reviewed and commented on, this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

16.9 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral statements, promises, understandings or agreements with respect thereto, including without limitation that certain letter of intent by and between the Parties dated February 2, 2015 and executed and delivered prior to the Effective Date. The Parties agree and acknowledge that (a) this Agreement has not been entered into under undue time pressure, and that all Parties have had an adequate opportunity to review this Agreement with counsel, (b) no oral assurances have been given by any Party that this Agreement is an interim agreement or that a more comprehensive agreement is or will be forthcoming, (c) there are no oral conditions or promises that supplement or modify this Agreement, and (d) this Section 16.9 does not constitute "boilerplate", but rather is a critical substantive provision of this Agreement.

16.10 Choice of Law. This Agreement shall be interpreted according to the laws of the State of New Hampshire.

16.11 State Law Disclosures. Seller disclosure forms required by applicable law are contained in Schedule 16.11 attached hereto.

16.12 Time is of the Essence. Time is of the essence with respect to performance and all deadlines and dates and time specified in this Agreement, whether or not "TIME IS OF THE ESSENCE" or words of similar import are used.

16.13 Amendment. The provision of this Agreement may be modified or amended in whole or in part only with the consent of the Parties hereto, their successors and permitted assigns, in a written instrument duly executed and delivered.

16.14 Facsimile or DocuSigned Signatures. The Parties agree that a facsimile or DocuSigned transmission of any signature signed on the original Agreement (or copy thereof) constitutes an original and binding signature of that Party to this Agreement.

[Remainder of page blank – signature pages to follow]

DRAFT

In Witness Whereof we have herein set our hands and seals effective as of the Effective Date.

The CITY:

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE

By: _____ Date: _____

Name:

Title:

See City Council Vote dated _____, 2015.

DRAFT

The SELLER:

DEER STREET ASSOCIATES
By its general partner

DSA Rogers, LLC
By its manager

G.L. Rogers & Co., Inc.

By: _____ Date: _____
Name:
Title:

DRAFT

Schedule 1.5 - City Temporary Building Encroachment Easement

DRAFT

Schedule 1.6 - City Temporary Construction Easement

DRAFT

Schedule 1.7- City Triangle Parcel Legal Description

DRAFT

Schedule 1.10 – Deer Street Extension Parcel Legal Description

DRAFT

Schedule 1.11 - Disposition Plan

DRAFT

Schedule 1.14 – Environmental Escrow Agreement

DRAFT

Schedule 1.16 - Gray Trust Parcel Legal Description

DRAFT

Schedule 1.20 – Post Closing Obligations Agreement

DRAFT

Schedule 1.28 - Subdivision Plan

DRAFT

Schedule 2 - Terminated Sidewalk Easement Legal Description

DRAFT

Schedule 5.2(vii) – Title Affidavit

DRAFT

Schedule 7.2 - Access and Indemnity Agreement

DRAFT

Schedule 16.11 – Statutory Notifications

The Seller hereby advises the City of the following with respect to the Premises:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

WATER SUPPLY (well): public

Location:

Malfunctions (if any):

Date of Installation:

Date of most recent test:

Problems (if any):

SEWAGE DISPOSAL SYSTEM: public

Size of Tank:

Type of System:

Location:

Malfunctions (if any):

Age of System:

Name of Contractor who services system:

PUBLIC UTILITY TARIFF:

To the Seller's knowledge, no metered public utility services at the Premises that the Buyer may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61.

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, JANUARY 11, 2016

PORTSMOUTH, NH
TIME: 600PM [or thereafter]

At 6:00 p.m. a Work Session was held regarding the FY 17 Budget Process and Proposed Budget Guidelines.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Mayor Blalock, Assistant Mayor Splaine, Councilors Perkins, Dwyer, Lown, Pearson, Spear, Cyr and Denton

III. INVOCATION

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

IV. PLEDGE OF ALLEGIANCE

Councilor Denton led in the Pledge of Allegiance to the Flag.

PRESENTATION

1. Update Re: 165 Deer Street (New Municipal Garage)

David Allen, Deputy City Manager, provided the project background and overview of the site selection, preliminary level planning and design, the pro-forma and current project status. He spoke to the North End Vision Plan of liner buildings, civic space and micro-apartments. He addressed enhanced walkability and bicycle elements as:

- Multi-Storied Liner Buildings to Screen Parking Garage
- Wide Sidewalks & Street Furniture
- Bicycle Accommodation & Added Surface Parking
- Additional Active Ground-Floor Uses Areas
- Added Active and Passive Civic Spaces

Deputy City Manager Allen provided the current Project Status and outlined the following:

- Bonding \$23.2 million authorized May 5, 2015
- Purchase & Sales Agreement (on-going to City Council January 25, 2016)
- Post Closure Obligations Agreement
- Selected Project Design Team Walker is working on contract scope
- Site evaluation of environmental and site layout is being reviewed
- Design & Permitting (February 2016 – October 2016)
- Building Construction (2016 - 2018)

City Manager Bohenko spoke regarding bringing forward the purchase and sales agreement at the January 25, 2016 City Council meeting and how he would like to have a work session prior to the meeting to review the agreement and have discussion.

Councilor Pearson asked what would be the square foot of a micro apartment? City Manager Bohenko said 400 square feet.

Mayor Blalock said there is a potential for workforce housing with the micro apartments. City Manager Bohenko said we are looking at the possibility of the Portsmouth Housing Authority managing the apartments.

V. ACCEPTANCE OF MINUTES – DECEMBER 21, 2015 AND JANUARY 4, 2016

Councilor Lown moved to approve and accept the minutes of the December 21, 2015 and January 4, 2016 City Council meetings. Seconded by Councilor Spear and voted.

VI. PUBLIC COMMENT SESSION

Brendan Dubois, Exeter, NH, spoke on installing David Mara as the Interim Police Chief and the generous employment package being provided to him. He said that RSA 91-A was violated by Police Commissioners Cavanaugh and Onosko during the discussion of David Mara for Interim Chief. He urged the City Council to review the process used by the Police Commission for the working agreement.

John Palreiro said he was out in full force New Year's Eve because his clients requested their taxi services. He reported to the Council the 9.9% price surcharge by UBER and the illegal operation of another application company.

Harold Whitehouse spoke regarding the elderly exemption and how some people are just on this side of not qualifying by just a few hundred dollars. He asked the City Council to review increasing the income limit for the exemptions.

Arthur Clough – welcomed Mayor Blalock and City Council to their new positions. He spoke to having Chief Mara as the Interim Police Chief and the feeling of good oversight of the department.

Christopher David, Dover, NH, said he is launching Arcade Taxi and provided services on New Year's Eve without accepting fees but the drivers were given tips. He said his company did not finish working until 2:00 a.m. serving 30 people. He asked the City Council to considering deregulating the taxi's as was done in Sarasota, Florida.

VII. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Donation to Fire Department Re: Kearsarge Restoration Project

Councilor Spear moved to accept and approve the donation from Newburyport Bank for the Kearsarge restoration project, as presented. Seconded by Councilor Perkins and voted.

- B. Approval and Acceptance of Donation Re: Bench

Councilor Spear moved to approve and accept the donation for a bench, as presented. Seconded by Councilor Lown and voted.

VIII. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential and Industrial Districts – Use 170 Manufactured housing park, Supplemental Regulations 10.814,

Amend Chapter 10 – Zoning Ordinance, Article 5, Section 10.521 – Table of Dimensional Standards – Residential and Mixed Residential Districts as follows:
Minimum Yard Dimension, Maximum Structure Dimensions,

Amend Chapter 10 – Zoning Ordinance, Article 8 – Section 10.810 – Residential and Institutional Residence or Care Uses by adding the following – 10.814 – Manufactured Housing Park Dimensional Standards,

Amend Chapter 13 – Mobile Home Ordinance by deleting it in its entirety

- B. First reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers,

Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan,

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface

Jessa Berna of the Planning Department provided a presentation on this matter. She provided background information and an overview of the amendments that were drafted with Hillcrest Estates in mind, which is where the district is permitted. She spoke to the definitions of a mobile home and the conflicting terms that currently exist within the ordinance. She stated that the manufactured housing units in Hillcrest never received site review approval and the proposed ordinance looks more holistically at the sites. She said the objectives are to have an approved site plan and dimensional standards and process to address wetland impact sites.

Ms. Berna reviewed some of the requirements such as a minimum of 20 feet between units. She also reported under the proposed amendments that Chapter 13 the Mobile Home Ordinance will be deleted in its entirety.

Ms. Berna also spoke regarding the second ordinance which provides long term overall Wetlands Protection Plan. She said the Site Review Plan will be provided administratively every time there is a replacement unit.

Councilor Spear asked if the City Council could change the zoning map to include Oriental Gardens.

City Manager Bohenko recommended moving forward this evening on the ordinance.

Councilor Denton asked about deleting Chapter 13 in its entirety and if it is eliminated entirely would we be able to have it exist in other parts of the City. He also asked if the staff has decided if there is enough remaining land to do the necessary mitigation. Jessa said there is enough land for the new sites.

- A. First reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 4, Section 10.440 Table of Uses – Residential, Mixed Residential and Industrial Districts – Use 170 Manufactured housing park, Supplemental Regulations 10.814,

Amend Chapter 10 – Zoning Ordinance, Article 5, Section 10.521 – Table of Dimensional Standards – Residential and Mixed Residential Districts as follows:
Minimum Yard Dimension, Maximum Structure Dimensions,

Amend Chapter 10 – Zoning Ordinance, Article 8 – Section 10.810 – Residential and Institutional Residence or Care Uses by adding the following – 10.814 – Manufactured Housing Park Dimensional Standards,

Amend Chapter 13 – Mobile Home Ordinance by deleting it in its entirety

Councilor Spear moved to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the January 25, 2016 City Council meeting, as presented. Seconded by Councilor Lown and voted.

- B. First reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers,

Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan,

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface

Councilor Lown moved to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the January 25, 2016 City Council meeting, as presented. Seconded by Councilor Spear and voted.

- C. First reading of Ordinance amending Chapter 10 – Zoning Ordinance Delete the existing Article 5A – Character Districts in its entirety and insert in its place the new Article 5A – Character Districts dated January 11, 2016,

Amend Articles 4, 5, 11, 12 & 15 of the Zoning Ordinance as set forth in the document titled “Conforming Amendments to Zoning Ordinance” January 11, 2016,

Amend the Zoning Map as set forth in the following maps dated January 11, 2016:

- (a) Map 10.5A21A – Character Districts and Civic Districts;
- (b) Map 10.5A21B – Building Height Standards;
- (c) Map 10.5A21C – Special Requirements for Façade Types, Front Lot Line Buildout & Uses,

Amend the Zoning Map by changing the zoning designation of 52 parcels as set forth in the document titled “Proposed Additional West End Zoning Changes” dated January 11, 2016 and as shown on the map titled “Additional West End Zoning Changes – First Reading – January 11, 2016”

Rick Taintor, Planning Director provided a presentation on this matter and provided an overview of the proposed changes. He spoke to the sign charrette that took place in June, 2013 and of the changes made to Article 5A. He stated that the recommendation is to bring this back for a public hearing and second reading at the March 21, 2016 City Council meeting with the adoption to take place in April. Planning Director Taintor addressed the vision plan for the Islington Street Corridor and changes to be made to the ordinance and zoning map. He stated many of the changes are housekeeping and clerical in nature but there are 10 substantive changes. He also addressed conforming amendments and 2 changes to the zoning map regulating plan and that they will notify all individual owners because there are less than 100 parcels as required by State law. In addition, he stated that the conforming amendments will delete the CBA & CBB districts and add CD4-W and Civic districts.

Councilor Dwyer asked about how you prevent misinformation being stated by the Portsmouth Listen Study Circles because of the technical nature of the amendments. Planning Director Taintor said Portsmouth Listens will receive a presentation prior to the 2 weeks of Study Circles followed by 2 weeks of questions in separate meetings.

Councilor Spear said he has similar concerns as outlined by Councilor Dwyer. He asked with new zoning will neighborhoods in the district be more conforming or less. Planning Director Taintor said along the corridor will be more conforming for CD4-W district but would tighten up on parking locations and provide incentive to building height increases. Councilor Spear said parking runs through much of the zoning, does the Planning Department want to look at changing parking requirements to allow for more affordability and more green space.

Planning Director Taintor spoke to another set of changes that will be coming before the City Council called the Omnibus Zoning Ordinance that will provide article by article changes.

Councilor Perkins commended the changes for the overlay districts. She said that these will be an incentive for workforce housing.

Councilor Spear moved to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the March 21, 2016 City Council meeting, as presented and refer to the Planning Board. Seconded by Councilor Lown and voted.

IX. CONSENT AGENDA

- A. Letter from Ken La Valley, American Foundation for Suicide Prevention requesting permission to hold Out of the Darkness Walk on Saturday, September 17, 2016 at 10:00 a.m. – Noon (***Anticipated action – move to refer to the City Manager with power***)
- B. Request for License to install Projecting Sign:
- Brie DeLise owner of Prelude, for property located at 65 Market Street (***Anticipated action – move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

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

Councilor Lown moved to adopt the Consent Agenda. Seconded by Councilor Spear and voted.

X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from John Chagnon, Ambit Engineering, Inc., Request for Licenses for Site Redevelopment Property located at 40 Bridge Street

Councilor Lown moved to refer to the Planning Board for report back. Seconded by Councilor Spear and voted.

XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

1. Elderly and Disabled Exemptions

City Manager Bohenko explained how the exemptions are adjusted through the CPI. He stated he would like to bring the asset level limit up and to take the single amount and married amount of income up as well, keeping us in-line with other communities.

He said first reading will be brought back for the January 25, 2016 City Council meeting with a public hearing and adoption at the February 16, 2016 City Council meeting.

Councilor Lown moved to authorize the City Manager to proceed with the proposed increase of both the income and asset limits for the elderly and disabled exemptions, and further, move to authorize the City Manager to bring the Resolutions back for first reading at the January 25, 2016 City Council meeting, as presented. Seconded by Councilor Spear.

Councilor Dwyer said she agrees with City Manager Bohenko. She stated she would like to know why we exempt so much less when someone is 74 years of age versus 80 years of age. She said the difference has been \$.10 on the tax rate. City Manager Bohenko said it is statutory for the age brackets. Councilor Dwyer said that this is something we need to look into as a person has the same income at age 74 or at age 80.

Councilor Lown said that is an interesting point and it might be a hold over from when life expectancy was lower.

Motion passed.

2. Adoption of Resolution Re: HealthTrust, Inc., Application and Membership Agreement

City Manager Bohenko said the City Council is required to act on the Membership Agreement and asked for the approval of the Resolution, as presented.

Councilor Spear moved to adopt the HealthTrust, Inc. Application and Membership Agreement, and further, authorize and direct the City Manager to execute and deliver to HealthTrust, on behalf of the City of Portsmouth, the "Application and Membership Agreement", as presented. Seconded by Councilor Lown and voted.

3. Sidewalk Permit Request Re: 195 State Street

City Manager Bohenko explained the company was granted a sidewalk license encumbrance and the work is continuing, therefore they required an extension to the agreement.

Councilor Spear moved to authorize the City Manager to enter into a License with CCI Inc. to facilitate the completion of renovation activities at 195 State Street. Seconded by Councilor Lown.

Councilor Spear asked if there was a way to annually empower the City Manager to do these encumbrances. City Manager Bohenko said the Council could place these on the Consent Agenda.

The City Council agreed that City Manager Bohenko place Sidewalk Permit Requests on the Consent Agenda in the future.

Motion passed.

4. Interim Police Chief Agreement

City Manager Bohenko said the agreement is before the City Council and was drafted by the City Negotiator and action is required on this matter. He said perhaps the City Council would like the Police Commission to come forward to speak on the agreement.

Councilor Lown moved to suspend the rules in order to allow the Police Commission to speak relative to the Interim Police Chief Agreement. Seconded by Councilor Pearson and voted.

Police Commissioner Onosko said the contract will be for 6 months and how fortunate we are to have Chief Mara here in the City of Portsmouth. He spoke to the 1 hour video on "Meet the Chief" which is available on the website. Commissioner Onosko said we are in great hands with Chief Mara.

Councilor Lown thanked the Commission for their work. He said he met Chief Mara and will vote in favor of the contract. Councilor Lown asked if we found someone in 2 to 3 months could we bring the person forward in 30 days advance written notice. The contract allows for the Chief to leave with 30 days advance written notice but he wants to see that be reciprocal. City Attorney Sullivan said that could be changed.

Councilor Dwyer said that this contract is much higher than what was budgeted.

Councilor Pearson thanked the Police Commission and asked if there is a contingency plan in place to extend the contract if we can't find a new chief. She said the goal is to get a new chief and move the department forward.

Assistant Mayor Splaine moved the approval of the Interim Police Chief Agreement. Seconded Councilor Lown.

Assistant Mayor Splaine said it is the Council's obligation to support the new Police Commission and the contract was prepared openly and transparently, it is time to move forward.

Councilor Lown said he is not totally pleased with how this came about. He said he wants to help the Police Department move forward and he would support the contract for that reason.

Councilor Denton said the City Council should vote on the contract to show you support the new Chief. He said the Police Commission was not required to come before us, however they did.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said he wished things did not happen in the past. He said he wants the City to move forward and look forward to having the Chief move ahead.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Dwyer said she would vote against the contract but it is not in relation to Chief Mara. She said she feels we should be able to make changes to the agreement and she does not support the process followed.

Councilor Spear said he agrees with comments made by Councilor Dwyer.

On a roll call 7-2, motion passed. Assistant Mayor Splaine, Councilors Perkins, Lown, Pearson, Cyr, Denton and Mayor Blalock voted in favor. Councilors Dwyer and Spear voted opposed.

5. Polling Hours

City Clerk Barnaby explained the number of details to be met in setting up the wards prior to opening the polls and to open an hour early would require the day to begin at 4:00 a.m. to be ready and opened by 7:00 a.m. She also spoke to the small pool of available workers to be present at the polls. She addressed the high degree of responsibility and knowledge required and how the average day can be any where from 18 to 22 hours for many of the workers, which is an excessively long day. City Clerk Barnaby also noted that many communities that open at 7:00 a.m. have one polling location which requires fewer workers, less set up, etc. She also spoke regarding the delay in results that would occur from extending the polling hours by an additional hour. She also indicated that she recommends the polls to be open 8am – 8pm at a Presidential General Election.

City Manager Bohenko stated we are looking at having City staff assist at the polling locations.

Assistant Mayor Splaine said he supports City Clerk Barnaby.

Assistant Mayor Splaine moved to set the polling hours from 8:00 a.m. to 7:00 p.m. for the Presidential Primary Election on February 9, 2016. Seconded by Councilor Lown and voted.

City Manager Bohenko spoke on HB697 regarding legislation for UBER and how there would not be any local control under this piece of legislation. He said he would like to communicate with legislatures to have some local control to remain in place.

Councilor Dwyer moved to provide written testimony that the Committee takes into account the ability to have local oversight. Seconded by Assistant Mayor Splaine and voted.

B. MAYOR BLALOCK

1. Resignation of Rebecca Perkins from the Portsmouth Housing Authority

Councilor Spear moved to accept with regret the resignation of Rebecca Perkins with a letter of thanks for her service to the City. Seconded by Councilor Pearson and voted.

2. Approve City Council Rules and Order

Mayor Blalock withdrew Amendment to Rule 30 – Ordinance Procedure.

Rule 37 – Hour City Council Meetings to Conclude – At 10:30 p.m. all items under City Manager's name would become Consent Agenda items.

Create new City Council Rule – Each City Councilor may have 1 agenda item under their name and should not include informational items or reoccurring items.

Rule 4 review the language which states “shall be entitled.”

City Attorney Sullivan stated he would rewrite the rules and bring a new set of rules for the January 25, 2016 City Council meeting.

3. Ratify City Council Policies and Procedures

Councilor Spear moved to ratify the City Council Policies and Procedures. Seconded by Councilor Dwyer.

Assistant Mayor Splaine said he supports the current policies and procedures. He would bring back setting a policy to have the City Council have a roll call vote before entering into Non-Meeting with Counsel. He said this would provide more transparency.

Motion passed.

4. Blue Ribbon Committee for Prescott Park Master Plan

Mayor Blalock announced he appointed a Mayor's Blue Ribbon Committee for the Master Plan of Prescott Park and the members are: Councilor M. Christine Dwyer, Chair; Councilor Nancy Pearson, Stefany Shaheen, Phyllis Eldridge, Trustees of Trust Funds; Thomas Watson, Trustees of Trust Funds; Dana Levenson, Trustees of Trust Funds.

Assistant Mayor Splaine asked if the meetings would be open to the public. City Manager Bohenko said yes.

5. Code of Ethics Lot Drawing for City Council Representative

Assistant Mayor Splaine was drawn to serve as the City Council Representative to the Code of Ethics Board.

6. Information Only City Council Schedule 2016

No action required.

7. Information Only Board & Commission Assignments for City Council

No action required.

C. COUNCILOR LOWN

1. Update Regarding Financial Disclosure Form

Councilor Lown said on the campaign trail he promised he would bring the issue up as to whether land use members should sign the financial disclosure form and 7 of the 8 members expressed no interest in signing the form. He said there is a conflict of interest ordinance that addresses this and the City Council Rules and City Charter. He said the information on the form is minor in nature.

Councilor Dwyer said she agrees with part of the sentiment. She said conflict of interest is the issue for us and land use boards. She said there are good processes for non-profits that have conflict of interest forms.

Assistant Mayor Splaine said he supports disclosure by land use boards and feels there is something as important which is ethics training. He said the land use boards, School Board, Police and Fire Commissions should have to take this training. He also stated that the new members of the City Council should complete the financial disclosure forms now instead of waiting until June as the Ordinance requires.

Councilor Pearson said she serves on a non-profit and the financial disclosure forms are helpful for board members.

D. COUNCILOR SPEAR

1. Affordable Housing at the Parrott Avenue Lot

Councilor Spear moved to request the City Manager evaluate the feasibility of siting micro apartments for workforce housing at the Parrott Avenue lot. Seconded by Councilor Denton.

Councilor Spear said that the City Council strongly agrees with workforce housing and has tried hard to bring that to the City. He said maybe what we need is some catalyst to move forward and create workforce housing. He said we are not voting to put workforce housing in place this evening we are discussing the matter and having the City Manager look at the feasibility of it at the Parrott Avenue lot.

Assistant Mayor Splaine said he would not support taking away parking at the Parrott Avenue lot. He supported micro-housing two years ago.

Councilor Dwyer said she is concerned that we need the new parking garage before taking away parking. She hopes we do not ask the City staff to do things that we are not ready to move forward with because there are opportunity costs that need to be considered. She said we have been on a number of wild goose chases and we need to thoroughly look at things before moving forward.

Councilor Cyr said in the spirit of beginning thoughts we are limiting ourselves with just considering Parrott Avenue. He said these are good intentions to solve a bigger problem.

Councilor Pearson said she does not believe looking into micro housing at the Parrott Avenue can happen together.

Councilor Perkins said she agrees with beginning ideas and we would not see workforce housing until we endorse the idea. She said government needs to get smart on new ideas.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said he would fight hard to have staff not do unnecessary work and report backs. He feels it is important to start ideas using Parrott Avenue as an idea template. He hopes the feasibility is a limited idea to just that and does not create unnecessary work.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Motion passed. Councilor Dwyer voted opposed.

E. COUNCILOR DENTON

1. City Council Rules and Orders

Councilor Denton said he would like the City Manager and City Attorney to review these changes and report back for discussion. He said many cities use sub-committees which allow the City Council to make decisions earlier.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock asked what cities do this. Councilor Denton said the City of Rochester. Mayor Blalock said is the purpose to add more meetings. Councilor Denton said it would require more meetings for the members that serve on sub-committees.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Spear said instead of the term sub-committees, we have advisory committees and current boards and commissions. He said the board and commissions have public hearings and much time is set aside for public discussion. He said this would mean no public hearings at the City Council level and the addition of other committees. He said he likes having public hearings at the City Council meetings. He said we receive report backs from City staff and do much of this but need we need to give respect to our current board and commissions.

Assistant Mayor Splaine said he likes the creativity of this and said this is much like the Legislative Committee. He said we should look at public hearings as an opportunity to learn and hear ideas.

Councilor Dwyer said she agrees to find a way to hear more from our committees. She said we need to do things that are consistent with our form of government. She said no one does it quite this way with a 3 person Sub-committee. She feels this would be a step back and residents would feel they are losing something.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said he feels that this is a solution looking for a problem and there is no problem with our current way of passing ordinances. He does not see the advantage of doing this. He said we should wait a year to see how the City Council is working before bringing changes like this forward. He said residents are used to coming here and speaking at public hearings. Mayor Blalock said the meeting would need to be structured differently and he would not support this.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Spear said instead of having staff report back, bring it forward at the City Council Retreat. Councilor Denton said he is comfortable with that suggestion.

Councilor Denton move to refer this matter to the March 12, 2016 City Council Retreat for review. Seconded by Assistant Mayor Splaine and voted.

XII. MISCELLANEOUS/UNFINISHED BUSINESS

XIII. ADJOURNMENT

At 9:55 p.m., Councilor Lown moved to adjourn. Seconded by Councilor Spear and voted.



Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk

LEGAL NOTICE

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Amend Chapter 10 – Zoning Ordinance, Article 5, Section 10.521 – Table of Dimensional Standards – Residential and Mixed Residential Districts as follows: Minimum Yard Dimension, Maximum Structure Dimensions,

Amend Chapter 10 – Zoning Ordinance, Article 8, Section 10.810 – Residential and Institutional Residence or Case Uses by adding the following – 10.814 – Manufactured Housing Park Dimensional Standards

Amend Chapter 13 – Mobile Home Ordinance by deleting it in its entirety. 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, CMC, CNHMC
City Clerk

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Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk

MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: December 22, 2015
RE: Proposed Zoning Ordinance Amendments
re: Manufactured Housing Parks and Wetland Protection Plans

Attached are two proposed amendments to the Zoning Ordinance relating to manufactured housing parks and wetland protection. These amendments have been drafted specifically to address zoning issues at the Hillcrest Estates manufactured housing park, but will also pertain to the City's other park, Oriental Gardens. (A third park, Snug Harbor off Woodbury Avenue, is not zoned for the manufactured housing park use and does not contain a wetland buffer area.)

Background

Hillcrest Estates was originally permitted as a "mobile home park" under the City's Mobile Home Ordinance (Chapter 13 of the City Ordinances), which is not part of the Zoning Ordinance. Under the Mobile Home Ordinance, the City Council has the authority to grant a permit for "a trailer or mobile home park" or an individual "trailer or mobile home," and an annual license/permit fee shall be paid for each occupied mobile home space located within a mobile home park.

Both the Mobile Home Ordinance and the Zoning Ordinances that were in effect from the 1970s through 1995 defined a "mobile home" as a vehicle that can be licensed to operate on public streets:

Mobile Home Ordinance (Chapter 13, Sec. 13.101):

"Mobile home" shall mean any vehicle used, or so constructed as to permit its being used, as a conveyance upon the public streets, or highways and duly licensed as such, and constructed in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one or more persons, and provided with running motor and sanitary facilities, bath facilities and toilet.

1976 & 1980 Zoning Ordinances:

Sec. 10-102

Mobile Home: A vehicle used or so constructed as to permit its being used as a conveyance upon the public streets or highways and duly licenseable as such, and constructed in such a manner as will permit occupancy thereof as a place for habitation for one (1) or more persons, and equipped with running water, bath facilities, flush toilet and approved public utility connections

Sec. 10-601

All mobile homes shall be located in mobile home parks meeting the requirements of the State of New Hampshire and the Mobile Home Ordinance

contained in Chapter 13 of the Municipal Ordinances. ... The approval of a Planning Board ruling on a petition for a mobile home park is only advisory to the City Council as the City Council has the discretionary authority to issue permits.

The 1982 Zoning Ordinance contained the same definition of “mobile home” and the requirement that “mobile home parks shall meet the requirements of the State of New Hampshire and the Mobile Home Ordinance contained in Chapter 13 of the Municipal Ordinances.” The 1982 Ordinance also allowed “single-family manufactured housing, including mobile homes, on individual lots in accordance with the requirements for single family dwellings” but did not allow manufactured housing to be placed in a mobile home park.

In the 1995 Zoning Ordinance the definition of “mobile home” was amended for the first time since at least 1976, to encompass what would now be considered a manufactured housing unit:

Mobile home – A movable or portable dwelling over 32 feet in length and over 8 feet wide, constructed to be transported on its own chassis and designed without a permanent foundation, whether or not a permanent foundation is subsequently provided, which includes one or more components that can be retracted for transporting purposes and subsequently expanded for additional capacity All mobile homes shall comply with the standards established under the National Manufactured housing Construction and Safety Standards Act of 1974, as amended.

The 1995 Ordinance allowed “mobile home parks” in the GA/MH district and continued to stipulate that “mobile home parks shall meet the requirements of the State of New Hampshire and the Mobile Home Ordinance contained in Chapter 13 or the Municipal Ordinance.” Although it does not appear to have been noticed at the time, the requirement that mobile home parks comply with both ordinances created an ambiguous situation because the new definition in the Zoning Ordinance conflicted with the definition in the Mobile Home Ordinance.

Thus, until 1995 manufactured housing units of the type now found in Hillcrest Estates (and other parks in the City) were specifically prohibited from being located in a “mobile home park” and there was no provision that allowed the establishment of a manufactured housing park. The 1995 Zoning Ordinance allowed for manufactured housing units for the first time but included a contradictory provision that required parks to comply with the Mobile Home Ordinance, thus prohibiting manufactured housing units in a “mobile home park.” Manufactured housing parks were clearly authorized in the Zoning Ordinance adopted in 2010, but no specific dimensional standards were implemented at that time.

Hillcrest Estates

Since its last approval by the City Council in 1981, Hillcrest Estates evolved from a mobile home park that only partially complied with its site plans into a manufactured housing park for which no site plan approval had ever been granted. It appears that the park in its current size and configuration has never complied with any zoning ordinance, but may have gained some legal status by virtue of the granting of building permits for the newer manufactured housing units.

Another issue that has created ongoing difficulties is the fact that the later expansions of Hillcrest Estates were developed by filling in low areas to create dry areas for roads and housing unit sites, with linear wetlands between rows of dwellings. As a result, a majority of the

dwelling in the park are partially or entirely within the wetland buffer, which makes strict enforcement of the wetlands protection regulations problematic. Although the Zoning Ordinance allows a single-family or two-family dwelling to be expanded within the wetland buffer by up to 25% of its footprint area without requiring a conditional use permit, the Ordinance does not allow for replacement of an entire manufactured housing unit that is partly within the buffer. Therefore, any replacement of a dwelling within the park requires the issuance of a conditional use permit, regardless of whether the resulting impact on the wetland is greater or less than the impact of the pre-existing structure. For a number of years, the Planning Department treated the replacement of a manufactured housing unit as if it were an expansion of an existing dwelling, but the more recent increases in the size of manufacture housing units makes continued use of this approach difficult to justify.

Over the course of the last year, the Planning and Legal Departments have been working with the new owner of Hillcrest Estates toward resolving the zoning status of the park, including the wetland issues. This process has two primary objectives: (1) to legitimize the existing park by establishing basic zoning standards and approving a site plan, and (2) to establish a consistent process for permitting future changes to the park, including those with impacts to the wetland buffer.

Proposed Dimensional Standards

As the owner now intends to replace up to 70 units over the next ten years, with many of these replacement units representing increases in site coverage, it is important to have an approved site plan as a starting point for future expansion/redevelopment, as well as appropriate dimensional standards for development within a manufactured housing park. The first proposed ordinance attached to this memo presents the recommended dimensional standards, which are very simple: a minimum separation of 20 feet between units, a maximum building height of 18 feet, and maximum building coverage of 2,250 sq. ft. for units (including garages) plus 225 sq. ft. for other structures on the site. Where two existing structures are less than 20 feet apart, the minimum separation is reduced to 10 feet provided that any new unit must be either an in-kind replacement or no more than 14 feet wide.

The proposed ordinance also repeals the Mobile Home Ordinance, which is no longer relevant in the City.

Proposed Wetland Protection Amendments

The second proposed ordinance is designed to provide a long-term approach to wetland protection in the City's manufactured housing parks, which are different from other site developments in that they contain numerous individual sites in proximity to wetlands. The proposed ordinance authorizes the approval of an overall Wetland Protection Plan as an optional alternative to site-by-site conditional use permitting. The Plan must comply with one of the following two standards:

1. No net increase in impervious surface within the wetland buffer, including no new impervious surface within 25 feet of a wetland boundary (this area is required by the wetland protection regulations to be maintained as a vegetated buffer strip);

OR

2. Compensation for any net increase in impervious surface within the wetland buffer area at specific ratios based on distance from the edge of the wetland (3-to-1 for a net impervious surface increase within 50 feet from the wetland; 2-to-1 for an increase more than 50 feet from the wetland).

Once the initial Wetland Protection Plan has been approved, the owner can submit individual building permit applications with attached individual site plans, which can be approved administratively as long as they meet the dimensional standards and conform to the Wetland Protection Plan. Then, after every 10 permits, the wetland protection plan will be submitted to the Planning Department and will serve as an amended site plan that will be approved administratively.

If this process is implemented, most future development within a manufactured housing park could be approved administratively. A park owner would only have to apply to a land use board when a proposed site development does not comply with the dimensional standards (requiring a variance from the Zoning Board of Adjustment, or when work within the wetland buffer does not fit within the approved Wetland Protection Plan (requiring a conditional use permit amendment).

Planning Board Recommendation and Proposed City Council Action

On December 17, 2015, following a public hearing on the proposed amendments, the Planning Board voted unanimously to recommend that these amendments be enacted.

I recommend that these amendments be submitted for first reading at the January 11, 2016, City Council meeting.

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

1. That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

A. Amend Article 4, Section 10.440 Table of Uses- Residential, Mixed Residential and Industrial Districts, as follows:

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH	Supplemental Regulations
1.70 Manufactured housing park	N	N	N	N	P	10.814

B. Amend Article 5, section 10.521 Table of Dimensional Standards – Residential and Mixed Residential Districts as follows:

		GA/MH
Minimum Yard Dimensions		
Front		30' 2,4
Side		25'
Rear		25'
Maximum Structure Dimensions		
Structure height		35' 3,4
Roof appurtenance height		8'
Building coverage		20% 4
Minimum open space		50%

Notes:

1. See Article 5A for dimensional standards in Character Districts.
2. See Section 10.533 for special front yard requirements on Lafayette Road.
3. Within the General Residence C and Garden Apartment/Mobile Home Park districts an additional 8' of height may be added to the maximum structure height in order to provide for multifamily dwellings that include vehicular parking spaces located within the residential building itself, if the additional height results in increased open space when compared to a site plan showing what open spaces would remain if required parking spaces were located in the open and in accessory structures.
4. **See Section 10.814 for requirements within a manufactured housing park.**

C. Amend Article 8, Section 10.810 Residential and Institutional Residence or Care Uses by adding the following:

10.814 Manufactured Housing Park Dimensional Standards

10.814.10 In addition to the minimum yard dimensions in Table 10.521, the following standards shall apply:

10.814.11 The minimum separation between any two structures, excluding sheds, shall be 20 feet.

10.814.12 Where the existing separation between any two structures, excluding sheds, is less than 20 feet on an approved site plan, the existing separation may be maintained or reduced to 10 feet provided that the manufactured housing unit is replaced in-kind or is no greater than 14 feet wide.

10.814.20 The maximum height of any structure shall be 18 feet with only one story of living space.

10.814.30 Maximum building coverage shall comply with Table 10.521 and with the following standards:

Maximum building coverage per dwelling unit including any associated garage or carport..... 2,250 sf
Maximum building coverage by all other structures (decks, sheds, porches, etc.) per dwelling unit 225 sf

2. Delete Chapter 13 – Mobile Home Ordinance in its entirety.

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:

Jack Blalock, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, January 25, 2016, at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers

Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface. 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, CMC, CNHMC
City Clerk

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Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface. 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, CMC, CNHMC
City Clerk

PM-00170471

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

A. Amend Article 10, Section 10.1016 Permitted Uses by adding the following:

10.1016.10 The following uses, activities and alterations are permitted in wetlands and wetland buffers:

- (7) **Uses, activities and alterations that are consistent with a Wetland Protection Plan that has been approved by the Planning Board through the grant of a conditional use permit.**

B. Amend Article 10, Section 10.1017 Conditional Uses by adding the following:

10.1017.80 Wetland Protection Plan

10.1017.81 General

10.1017.811 The owner of a parcel that contains more than 5 acres and more than 5 residential structures may apply for a conditional use permit for pre-approval of multiple individual projects over a multi-year time frame by submitting a Wetland Protection Plan conforming to the requirements of this section.

10.1017.82 Submission Requirements and Procedures

10.1017.821 Plan Contents: A Wetland Protection Plan shall include the following information:

- (1) **Wetland delineation, wetland buffers (100 feet), limited cut areas (50 feet) and vegetated buffer strips (25 feet).**
- (2) **Existing buildings, structures, streets, driveways and other site improvements.**
- (3) **Calculations of existing impervious surface areas (total and within the wetland buffer). For a manufactured housing park these calculations shall be provided for each dwelling site and for the park as a whole.**

- (4) Proposed protective measures (e.g., rain gardens, tree plantings, shrub plantings).
- (5) Calculations of areas of protective measures and proposed or potential future impervious surfaces.

10.1017.822 Initial Submission, Review and Approval

Procedures: The initial Wetland Protection Plan shall be submitted to the Planning Department and shall be processed following the procedures for an application for a conditional use permit under Section 10.1017.30 and 10.1017.40.

10.1017.823 Effect of Plan Approval: The grant of a conditional use permit for a Wetland Protection Plan represents an overall pre-approval of impacts within the wetland buffer as described on the Plan, subject to the submission of individual site plans in connection with application for a building permit that represents a change or increase in impervious surface within the wetland buffer.

10.1017.824 Permit Site Plans:

- (1) Following the approval of a Wetland Protection Plan, each application for a building permit that proposes a relocation of or increase in impervious surface within the wetland buffer shall be accompanied by a permit site plan showing the specific impervious surface changes and the specific protective measures proposed as compensation. Said protective measures shall be completed prior to or concurrently with the proposed impervious surface impact for which they provide compensation.
- (2) The Planning Director may approve a permit site plan that is consistent with an approved Wetland Protection Plan.
- (3) If the Planning Director determines that a permit site plan proposes a significant change from the approved Wetland Protection Plan, the owner shall submit an application to the Conservation Commission and Planning Board for an amendment to the conditional use permit.

10.1017.825 Plan Updates: After every 10 building permits have been issued under an approved Wetland Protection Plan, whether authorized administratively or by conditional use permit, the owner shall submit an updated Wetland Protection Plan showing the new existing site conditions and including updated calculations. The updated Plan shall also serve as an application for administrative site plan approval for all site changes that have been made since the previously approved Plan or Plan amendment.

10.1017.83 Wetland Protection Plan Standards

10.1017.831 No net increase in impervious surface within the wetland buffer: Buildings, structures or other impervious surfaces may be constructed, expanded or relocated within the wetland buffer provided that (1) no new impervious surface shall be within 25 feet of the wetland boundary, and (2) any new area converted to impervious surface shall be compensated for at a 1:1 ratio by the conversion of existing impervious surface within the wetland buffer to vegetated open space (lawn or planted areas). Such compensatory open space does not need to be shown on the approved Wetland Protection Plan, but shall be shown on the permit site plan submitted with the building permit application.

10.1017.832 Net increase in impervious surface within the wetland buffer with compensation: Buildings, structures or other impervious surfaces may be constructed, expanded or relocated within the wetland buffer provided that (1) no new impervious surface shall be within 25 feet of the wetland boundary, and (2) the net increase in impervious surface shall be compensated for by protective measures that are shown on the approved Wetland Protection Plan at the following ratios:

Protective Measure	Ratio of protective measure area to net impervious surface area	
	25'-50' from wetland	50'-100' from wetland
Rain garden	3.0:1	2.0:1
Tree plantings	3.0:1	2.0:1
Shrub plantings	3.0:1	2.0:1

10.1017.833 Any increase in permanent impervious surface permitted through the provision of compensating protective measures shall also permit a temporary impact within the wetland buffer equal to two times the area of the permanent impact.

C. Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions in alphabetical order:

Impervious surface

Any modified surface that cannot effectively absorb or infiltrate water. Impervious surfaces include, but are not limited to, roofs and paved areas such as driveways, parking areas and walkways. Impervious surfaces also include decks, patios and gravel or crushed stone surfaces unless such structures or surfaces have been designed to effectively absorb or infiltrate water.

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:

Jack Blalock, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

PORTSMOUTH POLICE DEPARTMENT

MEMORANDUM

JAN 15 2016
20:00

DATE: JANUARY 12TH, 2016
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: BRENNA CAVANUAGH, CHAIR, PORTSMOUTH POLICE COMMISSION
DAVID J. MARA, CHIEF OF POLICE
RE: GRANTS & DONATIONS

At the January 12th, 2016 monthly Police Commission meeting, the Board of Police Commissioners approved and accepted the following donations and grant:

- a.) Donations in support of the Explorer Cadets as follows:
 - 1.) \$34.77 from Dr. David Ferland
 - 2.) \$129 from Dr. David Ferland
 - 3.) \$850 from the Friends of the South End
- b.) Donation in the amount of \$500 from the Newburyport Five Cents Savings Bank
- c.) Grant – New Hampshire Highway Safety Grant in the amount of \$13,798 for DWI patrols.

Respectfully submitted,



Brenna Cavanaugh, Chair
Board of Police Commissioners



David J. Mara, Chief of Police

copies: Board of Police Commissioners
Finance Director Judie Belanger
Admin. Mgr. Karen Senecal
Business Assistant Tammie Perez



NEWBURYPORT
FIVE CENTS SAVINGS
BANK

REC'D DEC 23 2015

December 17, 2015

City of Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801

Dear Friends:

On behalf of Newburyport Five Cents Savings Bank, I am pleased to present to your organization the enclosed donation. This bank prides itself on its commitment to the local and surrounding communities.

We understand the current financial pressure that has been placed on charitable organizations and municipal entities, and hope that our gift will help to demonstrate our support for the good work that you do. Aligned with our mission, we encourage our employees to also become active in volunteering and contributing their time to many of the social groups in our great communities.

Wishing you great success in 2016!

Sincerely,

Janice C. Morse
President & CEO

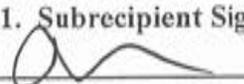
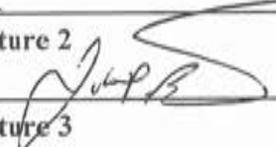
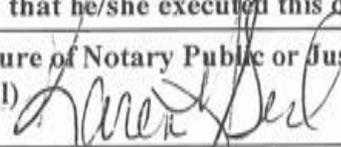
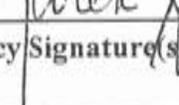
JCM/ejb

Encl. ck. \$500.00

NEW HAMPSHIRE HIGHWAY SAFETY AGENCY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Highway Safety Agency		1.2. State Agency Address 78 Regional Drive, Building 2 Concord, NH 03301-8530	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue Portsmouth, NH 03801	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City		1.4.2 DUNS 073976706	
1.5. Subrecipient Phone # 610-7572	1.6. Effective Date 10/01/15	1.7. Completion Date 09/15/16	1.8. Grant Limitation \$13,798.00 DUI PATROLS
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 603-271-2197	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable, RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 DAVID J. MARA, Chief of Police - Interim	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 John P. Bohenko, City Manager	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> , on <u>1/12/16</u> , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		1.13.2 Name & Title of Notary Public or Justice of the Peace Karen A. Senechal	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.17. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials JB
Page 1 of 3

DJM 1/12/16 initials

Date 1-11-16 Bohenko

Option A

**THE CITY OF PORTSMOUTH
TWO THOUSAND SIXTEEN
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # - 2016

BE IT RESOLVED:

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$40,000 for a single taxpayer or \$55,000 for married taxpayers, inclusive of social security payments and total assets may not exceed \$175,000 whether single or married The elderly exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

JACK BLALOCK, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2016**

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

NOTE: This exemption becomes effective for the tax year April 1, 2016.

Option B

**THE CITY OF PORTSMOUTH
TWO THOUSAND SIXTEEN
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # - 2016

BE IT RESOLVED:

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$40,000 for a single taxpayer or \$55,000 for married taxpayers, inclusive of social security payments and total assets may not exceed \$175,000 whether single or married. Qualifying taxpayers between the ages of 65-74 shall receive \$120,000 off their assessment. Qualifying taxpayers between the ages of 75-79 shall receive \$160,000 off their assessment and qualifying taxpayers 80+ years of age shall receive \$200,000 off their assessment.

THAT this Resolution shall take effect upon its passage.

APPROVED:

JACK BLALOCK, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2016**

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

NOTE: This exemption becomes effective for the tax year April 1, 2016.

Impact Comparison

FY 2015/TY 2014 vs. FY 2016 /TY 2015 Exemption Amount								
Eldery Category	Number of Exemptions	FY 2015 Median Assessment	FY 2016 Median Assessment	Pct Change in Assessment	Exemption Amount	FY 2015 Taxes with Exemption (\$18.10)	FY 2016 Taxes with Exemption (\$16.79)	FY 2016 Increase in Taxes
65-74	32	\$ 218,950	\$ 238,250	9%	\$ 125,000	\$ 1,700	\$ 1,901	\$ 201
75-79	30	\$ 233,850	\$ 239,050	2%	\$ 175,000	\$ 1,065	\$ 1,075	\$ 10
80+	62	\$ 241,300	\$ 245,950	2%	\$ 225,000	\$ 295	\$ 352	\$ 57
Proposed Changes to FY 2017 / TY 2016 Exemption Amount								
Eldery Category	Number of Exemptions	FY 2016 Median Assessment	Proposed Exemption Amount	FY 2016 Taxes w/o Exemption (\$16.79)	*Estimated FY 2017 taxes with no change to Exemption Amt (\$16.79)	* Estimated FY 2017 Taxes with change to Exemption Amt (\$16.79)	* Estimated FY 2017 Increase in Tax Amt	
65-74	32	\$ 226,750	\$ 120,000	\$ 3,807	\$ 1,708	\$ 1,792	\$ 84	
75-79	30	\$ 239,650	\$ 160,000	\$ 4,024	\$ 1,085	\$ 1,337	\$ 252	
80+	55	\$ 264,900	\$ 200,000	\$ 4,448	\$ 670	\$ 1,090	\$ 420	

* Tax rate used is the FY 2016 tax rate of \$16.79 per thousand.

Elderly Exemption Comparison Sorted by Single Asset Limit

	Single Income:	Married Income:	Single Assets:	Married Assets:	Exemption 65-74 years old	Exemption 75-79 years old	Exemption 80+ years old
Rochester	\$31,400	\$41,500	\$50,000	\$50,000	\$48,000	\$84,000	\$108,000
Stratham	\$36,000	\$60,000	\$75,000	\$75,000	\$60,000	\$80,000	\$100,000
Somersworth	\$30,000	\$45,000	\$80,000	\$80,000	\$45,000	\$50,000	\$55,000
Concord	\$33,400	\$45,800	\$90,000	\$90,000	\$72,818	\$118,420	\$202,124
Manchester	\$37,000	\$50,000	\$90,000	\$115,000	\$109,500	\$148,500	\$195,500
Portsmouth	\$36,311	\$44,793	\$121,039	\$121,039	\$125,000	\$175,000	\$225,000
Greenland	\$35,000	\$50,000	\$125,000	\$125,000	\$90,000	\$115,000	\$145,000
Nashua	\$36,000	\$46,000	\$125,000	\$125,000	\$155,000	\$180,000	\$225,000
New Castle	\$40,000	\$55,000	\$150,000	\$150,000	\$125,000	\$175,000	\$225,000
Dover	\$38,000	\$52,000	\$155,000	\$155,000	\$107,000	\$149,000	\$191,000
North Hampton	\$40,000	\$55,000	\$175,000	\$175,000	\$120,000	\$160,000	\$200,000
Rye	\$40,000	\$59,900	\$199,000	\$199,000	\$75,000	\$90,000	\$105,000
Hampton	\$38,000	\$58,000	\$250,000	\$250,000	\$120,000	\$150,000	\$178,000

**THE CITY OF PORTSMOUTH
TWO THOUSAND SIXTEEN
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # - 2016

BE IT RESOLVED:

Pursuant to RSA 72:37-b, City hereby amends the disabled exemption from property tax, based on assessed value for qualified taxpayers, such that the exemptions shall be available only when the qualifying taxpayer(s) have a net income of not more than \$40,000 for a single taxpayer or \$55,000 for married taxpayers, inclusive of social security payments and total assets may not exceed \$175,000 whether single or married. The disabled exemption shall remain unchanged except as amended hereby.

THAT this Resolution shall take effect upon its passage.

APPROVED:

JACK BLALOCK, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2016**

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

NOTE: This exemption becomes effective for the tax year April 1, 2016.



Arthritis Foundation, New England Region
6 Chenell Drive, Suite 260
Concord, NH 03301

Mayor Jack Blalock
1 Junkins Avenue
Portsmouth, New Hampshire 03801

received
1/13/16

January 11, 2016

Dear Mayor Blalock,

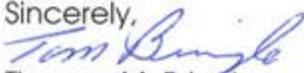
I am writing to you to ask for your support of the Arthritis Foundation New England Region 2016 Jingle Bell Run/Walk for Arthritis by granting the requisite event permits and street closure to host a road race in the city of Portsmouth.

The Arthritis Foundation's long-running Jingle Bell Run is a festive race that helps champion arthritis research and brings people from all walks of life together, to say Yes to furthering a great cause. Taking place in cities across the country during the end-of-year holiday season, this annual event is a fun way to get out, get moving and raise funds and awareness. This 5K is sure to spread smiles, holiday cheer and a winning spirit.

The Portsmouth Jingle Bell Run/Walk for Arthritis is to be taking place on Sunday, December 11, 2016 at the Little Harbour School, 50 Clough Drive, Portsmouth, NH. Registration opens at 9:00AM with Race start time at 10:00AM. This race road race is expected to attract 300 runners, an estimation consistent with growth rate as compared to 2015 results.

Enclosed is a map of the certified course containing a depiction of the 5K route and corresponding streets we intend use. Please note this is the same course we have used for past several years.

Thank You for your careful consideration and actions. If further information is needed or required, please do not hesitate to contact me at any of the contact information in the signature line.

Sincerely,

Thomas M. Bringle
Director of Development
Arthritis Foundation, New England Region
603.724.6080 | tbringle@arthritis.org

CC: City Council, City Council Chambers

Attachment Course Map

Harbor Trail 5K

Portsmouth, New Hampshire



Arthritis Foundation®

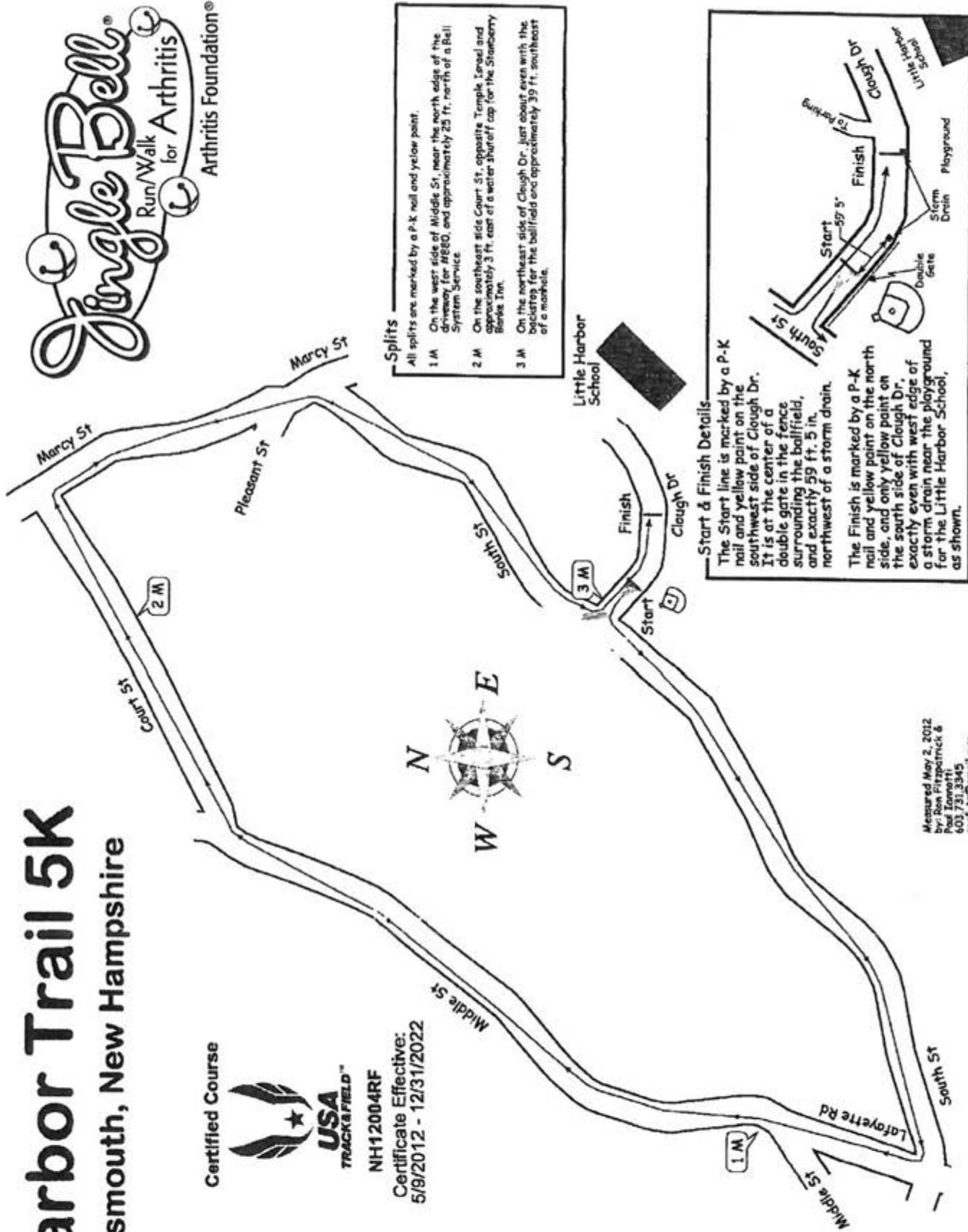
Certified Course



USA
TRACK & FIELD™

NH12004RF

Certificate Effective:
5/8/2012 - 12/31/2022



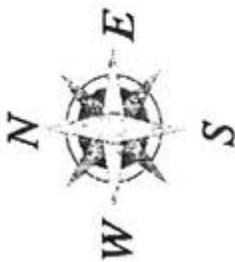
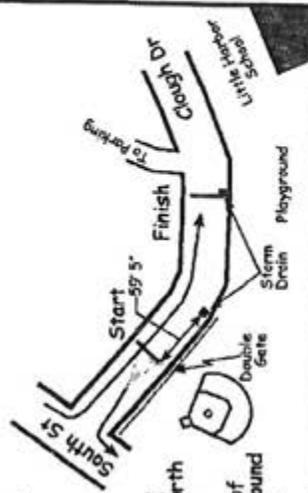
Splits
All splits are marked by a P-K nail and yellow point.

- 1 M On the west side of Middle St, near the north edge of the driveway for #860, and approximately 25 ft. north of a Bell System Service
- 2 M On the southeast side Court St, opposite Temple Lane and approximately 3 ft. east of a water shutoff tap for the Stoneyberry Bunkie Inn.
- 3 M On the northeast side of Clough Dr. just about even with the backstop for the ballfield and approximately 39 ft. southeast of a manhole.

Start & Finish Details

The Start line is marked by a P-K nail and yellow point on the southwest side of Clough Dr. It is at the center of a double gate in the fence surrounding the ballfield, and exactly 59 ft. 5 in. northwest of a storm drain.

The Finish is marked by a P-K nail and yellow point on the north side, and only yellow point on the south side of Clough Dr, exactly even with west edge of a storm drain near the playground for the Little Harbor School, as shown.



Measured May 2, 2012
Patricia E. Spadrick &
Paul Bennett
603 731 3345
renfyt2@gmail.com



received
1/8/16

January 5, 2016

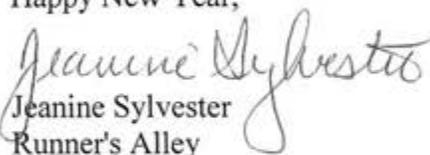
Dear Mayor Blalock/City Council,

Plans for the 19th Annual Runner's Alley/Redhook Brewery Memorial 5k are beginning to take shape and once again we look for your approval to hold the race. This year's race is scheduled for May 29, 2016 at 11:00AM. All the logistics remain the same with the start and finish continuing to be at the Redhook Brewery. One hundred percent of the proceeds from the race will be donated to The Krempels Center, based out of the Community Campus here in Portsmouth. If you are not familiar with The Krempels Center, I urge you to visit their website for a truly moving picture of what they are all about (www.krempelscenter.org).

We look forward to your support once more, with over 2000 runners last year as well as thousands of supporters and volunteers, we're very excited for an even better year! Voted as one of New England's top 100 races by New England Runner Magazine this race attracts runners and visitors from all over New England making it a wonderful asset to the entire Portsmouth community. Please consider granting us your permission to conduct another successful event, while raising seriously needed funds for an incredibly inspiring nonprofit organization, The Krempels Center. The Runner's Alley/Redhook Race has always given 100% of its proceeds to charity and will continue to do so. As always we will work closely with the police department and the PDA to ensure we are abiding by all necessary rules and regulations.

Thank you for your time and consideration, wishing you and the City of Portsmouth all the very best in 2016!

Happy New Year,


Jeanine Sylvester
Runner's Alley

Runner's Alley
104 Congress Street
Portsmouth, NH 03801
603.430.1212

Redhook Brewery
1 Redhook Way
Portsmouth, NH 03801
603.430.8600

Krempels Center
100 Campus Drive
Portsmouth, NH 03801
603.570-2026



JAN - 8 2016

January 5, 2016

City Council
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Dear City Council:

The Northern New England Chapter of the Cystic Fibrosis Foundation is once again planning the **CF Cycle for Life** for the 2016 summer season. This 25/65/100-mile one-day bicycle tour will travel the coastline and mainland of NH and ME. from Kittery to Kennebunkport, with approximately 200 participants pedaling for a cure.

Since its inception fourteen years ago, the CF Cycle for Life has raised over \$1.1 million, helping to continue the battle against cystic fibrosis (CF), a genetic disease for which there is currently no cure. In order to accomplish this goal, I wanted to contact you today to inform you about our ride and ensure that we will have approval and support from the City of Portsmouth.

On Saturday, July 16, 2016, the cyclists will begin the tour at 7:30 a.m. from the Shapleigh Middle School in Kittery, ME. The cyclists will generally travel between 10-25 mph as they travel the route that brings them back to Kittery no later 4:00 p.m.

We will be contacting the town managers and police chiefs along the route to communicate our plans and to receive approval to cycle on the roads. Additionally, we will need to mark the route approximately every ½ mile with painted arrows on the street. We will mark the roads using only WHITE road chalk. These marks are used to confirm cyclists are traveling in the correct direction. We have planned to mark the roads in your town during the week of July 8th. **If you have any questions regarding the ride or if any additional permits are required, please contact me at (800) 757-0203.**

I hope this letter provides the information you will need to review our request and answer your logistical questions about the **CF Cycle for Life**. If you have any questions or concerns, please do not hesitate to contact me at (800) 757-0203.

Sincerely,

Chris Vlangas
Development Director

Thomas MacLennan
Event Support Specialist

City Council

Or designee (Please Print Name)

I, **City Council**, am authorized by the **City of Portsmouth** and grant permission to the Cystic Fibrosis Foundation's 2016 CF Cycle for Life to use town roads and facilities for cyclists on July 16, 2016.

2015 Cycle 30 mile Route

Miles	Direction	Description	Go	Town
30.1 Mile Route - Follow "C"				
When you see just a CF and arrow, this means all rides continue on this route.				
				Kittery
0.00	L	Stevenson Rd	0.40	Next RS 16.7 Miles
0.40	S	Martin Rd	0.90	
1.30	L	Dennett Rd Extension	0.20	
1.50	S	Dennett Rd	1.15	
2.65	S	Dennett Rd turns into Old Post Rd	0.15	
2.80	S	Onto Cook St	0.15	
2.95	L	Government St	0.30	
3.25	R	Newmarch St Rte 1S	0.15	
3.40	S	U.S. 1 S (Cross Memorial Bridge)	0.45	
3.85	R	Slight Right onto Scott Ave	0.05	Portsmouth
3.90	R	Sharp Daniel St/Harbour Pl	0.05	
3.95	R	State St	0.05	
4.00	L	Marcy St	0.10	
4.10	L	Stay on Marcy St	0.50	
4.60	L	Slight Left New Castle Ave	0.50	New Castle
5.10	C	Continue on NH-1B S/Portsmouth Ave	1.10	
6.20	C	Portsmouth Ave turns into Main St	0.30	
6.50	C	Continue onto Wentworth Rd/NH-1B S	1.20	
7.70	S	CAUTION!!!!!! Steel Bridge WALK BIKE!!!!!!	1.10	
8.80	L	NH-1A S/Sagamore Ave	0.50	
9.30	S	Enter Traffic Circle	0.00	
9.30	L	3/4 Around circle and continue on NH-1A S/Pioneer Rd	1.10	
10.40	S	Pioneer Rd turns into Oean Blvd/Rte 1A S	5.00	
15.40	R	Harbor Rd	0.30	Rye
15.70	R	Locke Rd	0.40	
16.10	R	Central Rd	0.60	
16.70	R	Washington Rd	0.00	
16.70	L	Rye Fire Dept Rest Stop	0.00	Finish 13.4
16.70	S	Continue on Washington Rd.	0.40	
17.10	L	Wallis Rd	1.05	
18.15	L	Sagamore Rd	1.70	
19.85	S	Around Traffic Circle cont Straight NH-1A N/Sagamore Rd	0.50	
20.35	R	Wentworth Rd/NH-1B N	1.05	New Castle
21.40		CAUTION!!!!!! Steel Bridge WALK BIKE!!!!!!	0.00	
21.40	S	Continue on NH-1B N/Wentworth Rd	1.25	Portsmouth
22.65	L	Main St/Rte 1B N	0.45	
23.10	S	Main St. Turns into Portsmouth Ave	1.00	
24.10	S	Portsmouth Ave turns into New Castle Ave	0.65	
24.75	R	Slight Right Marcy St	0.20	
24.95	R	Staying on Marcy St	0.30	
25.25	L	Court St	0.05	
25.30	R	Atkinson St	0.05	
25.35	R	State St	0.05	
25.40	L	Slight Left Dutton Ave	0.00	

2015 Cycle 30 mile Route

25.40	C	Continue onto U.S. 1/Memorial Bridge	0.30	
25.70	C	Onto Hunter Ave	0.15	Kittery
25.85	L	Government St	0.30	
26.15	R	Cook St	0.25	
26.40	S	Cook St turns into Old Post Rd	0.05	
26.45	S	Onto Dennett Rd	1.20	
27.65	R	Dennett Rd Extension	0.15	
27.80	R	Martin Rd	1.90	
29.70	S	Stevenson Rd	0.40	
30.10	R	To Shapleigh Field		
	FINISH	Finish Line - Congratulations! You made it!		
		PLEASE CHECK IN AT TENT!!!!		
		Awards ceremony in tent at 3:00-3:15.		

PORTSMOUTH LITTLE LEAGUE, INC.
PO Box 8321
PORTSMOUTH, NH 03802

January 13, 2016

John Bohenko
City Manager
City of Portsmouth,
Portsmouth, NH 03801

JAN 19 2016

Dear Mr. Bohenko:

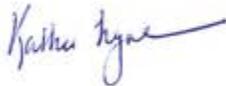
Similar to prior requests, which were approved by the City Council, Portsmouth Little League, Inc. respectfully requests approval for temporary signage to be located at the Plains and Hislop Park baseball fields during the 2016 baseball season.

Our request is two-fold. First we are requesting permission to affix signage in the form of banners to be attached to the fences surrounding the outfield and foul lines at Plains and Hislop fields following the established color guidelines. The signage represents advertising for local businesses that have donated to and support the league. We are requesting permission to affix the banners to the fences from April 9 [Field Clean-up Day] through the end of our fall ball program. Second, we are requesting permission to maintain signage to the rear of the Plains scoreboard. The local business that advertises on the back of the scoreboard will be required to adhere to the city and league's guidelines for the sign and will be responsible for the sign materials. Signage at this site provides the league with a continued revenue stream that helps us meet our goals each year.

This season the league will be replacing the batting cage nets at Hislop and Central Fields and complete the inside renovation work at Central's Concession Stand. We have also initiated a community outreach program with a dedicated volunteer coordinator to extend our program to children who may be living in PHA or transitional housing or at a homeless shelter.

Little League has a long and proud tradition in the City of Portsmouth. We are grateful for all the support we have received in the past and plan to continue to offer a safe and quality program that meets the needs of the community we serve. Please let me know if it would be of benefit for me to attend the Council meeting at which this request is considered. Thank you.

Sincerely,



Kathie Lynch
President
3 Boyan Place
Portsmouth, NH 03801



JAN 19 2016

RW Robert L. Sutherland Jr. Sec
St. John's Lodge No 1 F. & A. M.
280 Bayside Rd
Greenland, NH 03840-2162

January 15, 2016
To: The City Manager
1 Junkins Ave.
Portsmouth, NH 03801

Dear Mr. Bohenko

The Worshipful Master of St. John's Lodge No. 1 Wor. Bro Roderick MacDonald request that we be allowed to hold our annual 5K again this year on April 9 at 8 AM using the same route as last year. We will have the usual insurance that is required and look forward to your response.

The funds from this year's race will be going to the Seacoast Food Pantry.

Sincerely,

Robert L. Sutherland Jr.

RW Robert L. Sutherland, Jr.
Asst. Sectary: rlsjr42@comcast.net
280 Bayside Rd
Greenland, NH 03840-2162
630-828-5246

GREATER
PORTSMOUTH
CHAMBER OF COMMERCE

JAN 20 2016

Ms. Amanda Beaulieu
Events Coordinator
Greater Portsmouth Chamber of Commerce
PO Box 238
Portsmouth, NH 03802

Mr. John Bohenko, City Manager
City of Portsmouth
1 Junkins Ave
Portsmouth NH 03801

Dear Mr. Bohenko,

The Events Committee of the Greater Portsmouth Chamber of Commerce is planning the 3rd Annual Fire & Ice Festival for President's Day weekend, February 10-15, 2016. While last year our event was cancelled due to inclement weather, we are very excited for the 2016 Festival as we will have over twenty events happening throughout the weekend and have partnered with over fifteen local businesses.

With this being said, we are requesting the City's permission to use Market Square in front of North Church to display 3-5 ice sculptures from February 10 - 15, 2016. Ice sculptures were on display in this location during the 2015 Fire & Ice Festival before being cancelled (see photo attached). We have received permission from North Church to have the ice sculptures on display and plan on having barricades around the ice sculptures. We will also be responsible for the removal of the ice sculptures on February 15, 2016.

Again, we are looking forward to the 2016 Fire & Ice Festival that not only brings tourists into the area, but locals alike. I am happy to provide additional information should you have any questions. Thank you for your consideration.

Sincerely,

Amanda Beaulieu
Events Coordinator
Greater Portsmouth Chamber of Commerce
603-610-5511
events@portsmouthchamber.org

2015 Fire & Ice Festival: Ice Sculptures on display in front of North Church, Market Square.



January 21, 2016

JAN 21 2016

John Bohenko, City Manager
CC: Jack Blalock, Mayor

City of Portsmouth
1 Junkins Ave
Portsmouth, NH 03801

Request to Hold 17th Annual Portsmouth Maritime Folk Festival, Sept. 24-25, 2016

On behalf of the Portsmouth Maritime Folk Festival (PMFF), a New Hampshire Non Profit Corporation, I am requesting permission to hold the 17th Annual Portsmouth Maritime Folk Festival on Saturday and Sunday, September 24th and 25th, 2016.

This free and open-to-the-public event will be modeled after those of the past 16 years which have been hailed as a success by the community. Shanty singing, musical performances, discussions and storytelling celebrate maritime history in a way most fitting for a seaport city like Portsmouth.

Our only request of the City of Portsmouth is the closing of 3 parking spaces on Pleasant Street, immediately in front of Breaking New Grounds and the RiRa Pub (22 Market Square) – from 8AM to 6PM on Sunday September 25th. This helps us manage the noise and commotion that a number of loud motorcycles would usually present in those parking spaces.

We ask the City to place 5 barricades (disassembled) on the curb by Saturday evening, September 24th. We will assemble the barricades and place them with our own No Parking signs early Sunday morning.

Schedule

Saturday, September 24th:

10 - 11 AM Shanty singers call the festival to a start, beginning in the public sidewalk area facing 22 Market Square.

This is outside the RiRa Pub, which welcomes our presence.
We do not impede or endanger the regular pedestrian traffic.

Noon - 2 PM Performances at Moffat Ladd Warehouse, John Paul Jones House, Anchor Line and Discover Portsmouth Center.

2:00 - 5 PM Shanty Singing at the Press Room Pub, 77 Daniel Street and RiRa Pub, 22 Market Square.

7 - 10 PM Evening Concert at Sanford Hall (First United Methodist Church)

Sunday, September 25th

1 - 4:30 PM Cameo concerts and shanty singing at The Portsmouth Athenaeum, Oppenheimer, Book and Bar, Anchor Line, and RiRa Pub (outside on the sidewalk facing the pub, weather permitting).

5:00 PM Festival Close. The performers gather outside RiRa Pub, 22 Market Square, for a few last rousing shanties to officially close the festival

We sincerely hope that our plans meet with the approval of the City Council, and further invite the members of the Council to come and join us for a weekend of maritime history, tradition and song.

Thank you for consideration,



David Hallowell
PMFF Board
603-433-9355

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**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: January 22, 2016

To: Honorable Mayor Jack Blalock and City Council Members

From: John P. Bohenko, City Manager 

Re: City Manager's Comments on January 25, 2016 City Council Agenda

Work Session:

6:00 p.m.

1. **Purchase and Sales Agreement for 165 Deer Street Re: New Municipal Parking Garage.** On Monday evening at 6:00 p.m., City Attorney Robert Sullivan and Deputy City Manager David Allen will be making a presentation regarding ongoing efforts for the purchase of property at 165 Deer Street for the purpose of constructing a new municipal parking garage. [Attached is a memorandum from the City Attorney and Deputy City Manager](#), regarding this matter.

Presentation:

1. **Update Re: Doble Army Reserve Center.** On Monday evening, I have asked Assistant City Manager for Special Projects David Moore to provide the City Council with an update on Paul A. Doble Army Reserve Center. Specifically, he will address the status of the disposal action being carried out by the Army Reserve. Below is a brief synopsis of the history on this issue.

The U.S. Army Reserve initiated the realignment of its units at the Doble Center and the disposal of its facility at 125 Cottage Street in 2005 as part of the Base Realignment and Closure (BRAC) Commission round of the same year. Almost immediately, the City of Portsmouth began the process of acquiring the 3.49 acre parcel in accordance with the processes outlined in the BRAC regulations. The Army's ability to locate and construct its new facility (begun in 2005 and completed in 2014) are key factors which have led to the delays in the City receiving the property. Meanwhile, the authority of the Army Reserve to dispose of the property under BRAC expired in 2011 and, as a result, special

conveyance legislation was enacted in 2013. The new disposal authority allows the Army Reserve to transfer the property directly to the City for “public parks and recreation purposes.” Environmental reviews, including a review of historic resources, are required prior to completion of the long planned transfer. The Army Reserve is in the process of completing its obligations for its environmental reviews and the City staff is awaiting a firm timeline for when we can bring this long process to a close for the benefit of the City’s parks and recreation programming, including its senior programs.

Acceptance of Grants and Donations:

1. **Approval and Acceptance of Donation Re: Bench.** The City of Portsmouth has received a donation from Amanda Donovan in the amount of \$2,000 for the purchase and installation of a bench down by the edge of the Mill Pond at the end of Livermore Street in memory of her mother, Alda Irons.

Therefore, I am recommending the City Council move to approve and accept the donation for a bench, as presented. Action on this matter should take place under Section VIII of the Agenda.

2. **Acceptance of Police Department Grants & Donations.** [Attached under Section VIII of the Agenda is a memorandum](#), dated January 12, 2016, from Brenna Cavanaugh, Chair of the Portsmouth Police Commissioners, and Police Chief David J. Mara, requesting that the City Council approve the following grants and donations:

- a) Donations in support of the Explorer Cadets as follows:
 1. \$34.77 from Dr. David Ferland
 2. \$129 from Dr. David Ferland
 3. \$850 from the Friends of the South End
- b) Donation in the amount of \$500 from the Newburyport Five Cents Savings Bank
- c) Grant – New Hampshire Highway Safety Grant in the amount of \$13,798 for DWI patrols.

I recommend the City Council move to approve and accept the grants and donations to the Portsmouth Police Department. Action of this matter should take place under Section VIII of the Agenda.

Items Which Require Action Under Other Sections of the Agenda:

1. **First Reading of Proposed Resolutions.**
 - 1.1 **First Reading of Proposed Resolutions Amending Elderly and Disabled Exemptions.** At the request of the City Council, two options are being brought forward for consideration for the Council to review both the income and asset levels for the Elderly and Disabled Exemptions along with a change in exemption levels

for the Elderly Exemption pursuant to RSA 72:39-b and RSA 72.37-b and makes recommendations as to these levels.

Option A: *(Changes to Income & Asset Limits Only)*

If the City Council wishes to adjust the income and asset levels for both the elderly and disabled taxpayers in comparison to neighboring communities, this would increase the limit as follows:

- Single \$ 40,000 increase of \$ 3,689
- Married \$ 55,000 increase of \$10,207
- Elderly Asset Limit of \$175,000 increase of \$53,961

Option B: *(Changes to Income, Asset and Exemption Limits)*

Adjust the income and asset limits for the elderly and disabled taxpayers the same as Option A as follows:

- Single \$ 40,000 increase of \$ 3,689
- Married \$ 55,000 increase of \$10,207
- Elderly Asset Limit of \$175,000 increase of \$53,961

If the City Council wishes to adjust the exemption amounts for elderly taxpayers in comparison to neighboring communities, this would decrease the limit as follows:

- Age 65 to 74 \$120,000 decrease of \$ 5,000
- Age 75-79 \$160,000 decrease of \$15,000
- Age 80 + \$200,000 decrease of \$20,000

If qualified, for disabled taxpayers the current exemption off the assessed value of the property would remain the same at \$100,000.

[I have included three different analysis for your review.](#)

- 1) [A two year analysis showing the median change in taxes for taxpayers receiving the elderly exemption between FY 2014 and FY 2015.](#)
- 2) [An analysis showing the estimated median tax impact if the proposed changes are made to the exemption limits.](#)
- 3) [A comparison of the elderly exemption limits of neighboring communities.](#)

Any adjustment if approved would be for assessments as of April 1, 2016 for the 2016 tax year or FY17.

The Assessor's office mails a notification annually to all elderly and disabled persons who currently receive this exemption to update their applications. All new applicants must submit an application and required documentation by April 15th of each year.

On Monday evening, I am requesting that the City Council act on first reading of the following Resolutions:

Option A: (Changes to Income & Asset Limits Only)

a) Move to authorize the City Manager to proceed with the proposed increases to income and asset limits only for the elderly exemption, and further, move to authorize the City Manager to bring the Resolutions back for a public hearing and adoption at the February 16, 2016 City Council meeting, as presented. (This requires two readings and a public hearing.)

- Single \$ 40,000 increase of \$ 3,689*
- Married \$ 55,000 increase of \$10,207*
- Elderly Asset Limit of \$175,000 increase of \$53,961*

Option B: (Changes to Income, Asset and Exemption Limits)

or

b) Move to authorize the City Manager to proceed with the proposed increases to income, asset and exemption limits for the elderly and disabled exemptions, and further, move to authorize the City Manager to bring the Resolutions back for public hearing and adoption at the February 16, 2016 City Council meeting, as presented. (This requires two readings and a public hearing.)

Adjust the income and asset limits for the elderly and disabled taxpayers the same as Option A as follows:

- Single \$ 40,000 increase of \$ 3,689*
- Married \$ 55,000 increase of \$10,207*
- Elderly Asset Limit of \$175,000 increase of \$53,961*

If the City Council wishes to adjust the exemption amounts for elderly taxpayers in comparison to neighboring communities, this would decrease the limit as follows:

- Age 65 to 74 \$120,000 decrease of \$ 5,000*
- Age 75-79 \$160,000 decrease of \$15,000*
- Age 80 + \$200,000 decrease of \$20,000*

If qualified, for disabled taxpayers the current exemption off the assessed value of the property would remain the same at \$100,000.

Action on this matter should take place under Section IX of the Agenda.

2. **Public Hearing/Second Reading of Proposed Ordinances.**

2.1 **Public Hearing/Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Manufactured Housing Parks and Wetland Protection Plans.** As a

result of the January 11, 2015 City Council meeting, under Section VII of the Agenda, I am bringing back for public hearing and second reading the [attached proposed Ordinances](#) amending Chapter 10 – Zoning Ordinance - Manufactured Housing Parks and Wetland Protection Plans. This amendment has been drafted specifically to address zoning issues at the Hillcrest Estates manufactured housing park, but will also pertain to the other City park, Oriental Gardens. (A third park, Snug Harbor off Woodbury Avenue, is not zoned for the manufactured housing park use and does not contain a wetland buffer area.) [Attached is a memorandum from Rick Taintor, Planning Director](#), outlining the background and the Planning Board recommendation of December 17, 2015 that the proposed amendments be enacted.

- a) **Public Hearing/Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 4 , Section 10.440 Table of Uses – Residential, Mixed Residential and Industrial Districts – Use 170 Manufactured housing park, Supplemental Regulations 10.814.** Under Section IX of the Agenda, the [attached proposed Ordinance](#) will amend the Chapter 10 – Zoning Ordinance as follows:

Amend Chapter 10 – Zoning Ordinance, Article 5, Section 10.521 – Table of Dimensional Standards – Residential and Mixed Residential Districts as follows: Minimum Yard Dimension, Maximum Structure Dimensions,

Amend Chapter 10 – Zoning Ordinance, Article 8 – Section 10.810 – Residential and Institutional Residence or Care Uses by adding the following – 10.814 – Manufactured Housing Park Dimensional Standards

Amend Chapter 13 – Mobile Home Ordinance by deleting it in its entirety

I recommend the City Council move to pass second reading and schedule a third and final reading of the proposed Ordinance at the February 1, 2016 City Council meeting, as presented. Action on this matter should take place under Section IX of the Agenda.

- b) **Public Hearing/Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Article 10, Section 10.1016 – Permitted Uses by addition Uses, activities and alterations are permitted in wetlands and wetlands buffers.** Under Section VII of the Agenda, the [attached proposed Ordinance](#) will amend the Chapter 10 – Zoning Ordinance as follows:

Amend Article 10, Section 10.1017 – Conditional Uses by adding the following – Wetland Protection Plan

Amend Article 15, Section 10.1530 – Terms of General Applicability, by inserting the following new terms and definitions – Impervious Surface

I recommend the City Council move to pass second reading and schedule third and final reading the proposed Ordinance at the January 25, 2016 City Council meeting, as presented. Action on this matter should take place under Section IX of the Agenda.

Consent Agenda:

1. **Acceptance of Donations to the Coalition Legal Fund.** The City of Portsmouth has received the following donations to the Coalition Legal Fund, which will be utilized to continue our fight to eliminate the statewide property tax:

- Town of Center Harbor \$500.00
- Town of Carroll \$1,000.00

I would recommend the City Council move to approve and accept the donation, as listed, to be placed in the Coalition Legal Fund. Action on this matter should take place under Section X of the Agenda.

City Manager's Items Which Require Action:

1. **FY 2017 Budget Guidelines.** The Joint Budget Committee (JBC) was established and charged with recommending to the City Manager and the City Council guidelines for the preparation of the proposed FY17 budget. The voting members of the JBC were: Chair-Mayor Robert Lister, Councilors-Eric Spear and Brad Lown, School Board Members-Thomas Martin and Ann Walker, Fire Commission-Jennifer Matthes, and Police Commission-Joseph Onosko.

The JBC met twice; December 10, 2015, and December 17, 2015. At the December 17th meeting, a very preliminary FY17 proposed budget was presented for both the operating and the non-operating budget. The preliminary operating budget was prepared based on increases or changes in rates associated with COLA adjustments, Retirement, Health Insurance premium, Workers' Compensation, Electricity, Natural Gas, Gasoline, and other operating adjustments. The non-operating budget include adjustments primarily associated with Debt Service, County Tax, Property & Liability, Rolling Stock, and Capital Outlay.

The JBC recommendation focused on the Operating Budget only. With increases in rates such as COLA, Retirement, and Health Insurance, the preliminary operating budget was presented with an overall increase of approximately 3.16%. The JBC voted in favor of a recommendation to the City Council to set a goal for the Operating Budget of no more than a 3% increase inclusive of budgeting for collective bargaining contingency.

The budget process and JBC guidelines were presented to the City Council in a Work Session on January 11, 2016. The consensus of the City Council was in favor of the JBC recommendation.

Factors effecting the operating budget are:

Salaries:

Collective Bargaining Agreements state the COLA adjustment percentage shall be determined by the rolling ten (10) year average of the November-November Boston-Brockton-Nashua CPI. The November – November index is .84% making the 10 year rolling average 1.69%.

CONSUMER PRICE INDEX - CPI-U (NOV. TO NOV. BOSTON-BROCKTON-NASHUA)	
FY 08	2.06%
FY 09	3.40%
FY 10	0.72%
FY 11	1.82%
FY 12	0.64%
FY 13	2.90%
FY 14	2.00%
FY 15	0.92%
FY 16	1.60%
FY 17	0.84%
10 Year Average	1.69% FY 2017 salaries use 2%

There are 16 Collective Bargaining Units with expiration dates as follows:

General Government	Expires
Professional Management Association (PMA)	6/30/2016
Supervisory Management Alliance (SMA)	6/30/2016
AFSCME Local 1386B Library & Clericals	6/30/2017
AFSCME Local 1386 Public Works	6/30/2014

Police	Expires
Ranking Officers Association	6/30/2014
Portsmouth Patrolman Association	6/30/2014
Civilians	6/30/2014

Fire	Expires
Fire Officers Association	6/30/2014
Firefighter Association	6/30/2014

School	Expires
Principals/Directors	6/30/2018
Association of Portsmouth's Teachers	6/30/2018
Clerical Employees	6/30/2018
Custodial	6/30/2017
Cafeteria	6/30/2017
Paraprofessionals	6/30/2017
Custodial Supervisors	6/30/2018

Collective Bargaining Agreements state that the COLA adjustment shall not be less than 2% and no more than 5%.

Retirement

There is no increase in the retirement rates for FY17, however, the appropriation will be affected by increases in salaries due to COLA adjustments and step increases. The rates are as follows:

		FY17 Rates
GROUP I		
Employees		11.17%
Teachers		15.67%
GROUP II		
Police		26.38%
Fire		29.16%

Total estimated increase for retirement by department (excluding retirement for expired contracts) is as follows:

	FY16 BUDGET	\$\$\$ INCREASE	FY17 PROPOSED BUDGET	% Change
GENERAL GOVERNMENT	839,134	14,643	853,777	1.74%
POLICE	1,301,852	26,028	1,327,880	2.00%
FIRE	1,306,762	39,864	1,346,626	3.05%
SCHOOL	3,440,364	139,321	3,579,685	4.05%
TOTAL	6,888,112	219,855	7,107,967	3.19%

Leave at Termination

General Government, Police, Fire and School Departments annually budget a fixed amount for each fiscal year which is transferred to the Leave at Termination Stabilization fund where sick leave liability due to employees upon termination is paid. Recommend to level fund this appropriation for FY17:

	FY17 BUDGET
GENERAL GOVERNMENT	\$300,000
POLICE DEPARTMENT	\$155,203
FIRE DEPARTMENT	\$70,084
SCHOOL DEPARTMENT	\$400,000
TOTAL	\$925,287

Health Insurance

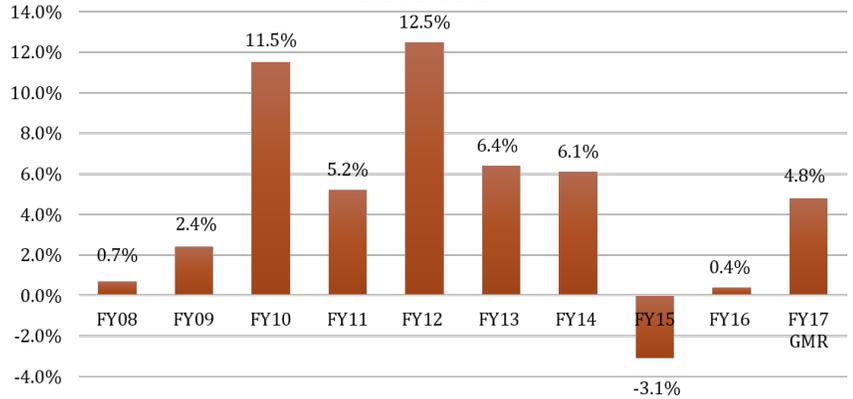
Guaranteed Maximum Rate (GMR) health insurance premium increase provided by HealthTrust is 4.8%. Average increase for the last ten years is 4.7%

Total Projected Premium for General Government, Police, Fire and School Department is \$13,860,970.

Employees’ projected contribution is \$2,028,662 or 15%.

City Contribution projected at \$11,832,309 or 85%.

HEALTH INSURANCE 10 YEAR RATE CHANGE HISTORY



Departments shall budget an increase of 4.7% for Health Insurance as follows:

HEALTH PREMIUM BUDGET @ 10 YEAR AVG	FY16 Budget	FY17 Budget Increase @ 4.70%	FY17 Budget	Estimated City Cost	Stabilization Fund
General Government	1,730,097	81,315	1,811,412	\$2,046,101	234,689
Police Department	1,490,798	70,068	1,560,866	\$1,579,475	18,610
Fire Department	1,157,270	54,392	1,211,662	\$1,148,835	(62,827)
School	6,154,349	289,254	6,443,603	\$7,057,898	614,295
Total General Fund Budget	10,532,514	495,028	11,027,542	11,832,309	804,767

Workers’ Compensation

The following table represents an overall increase of \$647,453 for FY17, however, budgetary change varies with each department based on claim experience.

	FY16	FY17	\$ Change	% Change
GENERAL GOVERNMENT	169,870	159,708	(10,162)	-6.0%
POLICE	119,147	187,175	68,028	57.1%
FIRE	199,769	149,607	(50,162)	-25.1%
SCHOOL	95,586	150,963	55,377	57.9%
TOTAL	\$584,372	\$647,453	\$63,081	10.8%

Preliminary Operating Budget by Department as presented to JBC on December 17, 2015

GENERAL GOVERNMENT

FY16 Budget	\$ 17,665,762	
Salary Adjustments <i>(includes SS & MEDICARE)</i>	154,036	
Retirement	14,643	
Health Insurance	81,315	
Workers' Compensation	(10,162)	
Electricity	24,624	
Natural Gas	5,880	
Gasoline	0	
Other Operating @3%	130,527	
Total Increase	400,862	
FY17 Preliminary Budget	\$ 18,066,624	2.27%
2% Collective Bargaining <i>Includes FICA and Retirement</i>	200,782	
Total	601,644	3.41%

POLICE DEPARTMENT

FY16 Budget	\$ 9,617,688	
Salary Adjustments <i>(includes SS & MEDICARE)</i>	115,861	
Retirement	26,028	
Health Insurance	70,068	
Workers' Compensation	68,028	
Gasoline	0	
Other Operating @3%	13,729	
	293,714	
FY17 Preliminary Budget	\$ 9,911,402	3.05%
2% Collective Bargaining <i>Includes FICA and Retirement</i>	146,679	
Total	440,393	4.58%

FIRE DEPARTMENT

FY16 Budget	\$ 7,995,603	
Salary Adjustments <i>(includes SS & MEDICARE)</i>	147,211	
Retirement	39,864	
Health Insurance	54,392	
Workers' Compensation	(50,162)	
Other Benefits <i>(insurance reimbursement)</i>	15,912	
Electricity	3,750	
Natural Gas	0	
Gasoline	0	
Other Operating @3%	10,598	
	<u>221,564</u>	
FY17 Preliminary Budget	\$ 8,217,167	2.77%
2% Collective Bargaining <i>Includes FICA and Retirement</i>	112,041	
Total	<u>333,605</u>	4.17%

SCHOOL DEPARTMENT

FY16 Budget	\$ 43,382,210	
Salary Adjustments <i>(includes SS & MEDICARE)</i>	687,149	
Retirement	139,321	
Health Insurance	289,254	
Workers' Compensation	55,377	
Dental Insurance	14,000	
Electricity	0	
Natural Gas	0	
Gasoline	0	
Tuition	41,057	
Transportation	73,039	
Other Operating @4.21%	139,217	
	<u>1,438,414</u>	
FY17 Preliminary Budget	\$ 44,820,624	3.32%
2% Collective Bargaining <i>Includes FICA and Retirement</i>	0	
Total	<u>1,438,414</u>	3.32%

TOTAL OPERATING

FY2017 PRELIMINARY BUDGET WITHOUT COLLECTIVE BARGAINING	FY16 BUDGET	Salary Adjustments	OTHER INCREASE	FY17 BUDGET	% Change
OPERATING BUDGET					
GENERAL GOVERNMENT	17,665,762	168,679	232,184	18,066,624	2.27%
POLICE DEPARTMENT	9,617,688	141,889	151,825	9,911,402	3.05%
FIRE DEPARTMENT	7,995,603	187,075	34,490	8,217,167	2.77%
SCHOOL DEPARTMENT	43,382,210	826,470	611,944	44,820,624	3.32%
COLLECTIVE BARGAINING CONTINGENCY	313,922	-	(313,922)	-	
TRANSFER TO INDOOR POOL	150,000	-	-	150,000	0.00%
PRELIMINARY OPERATING BUDGET	79,125,185	1,324,112	716,520	81,165,818	2.58%

	COLLECTIVE BARGAINING	TOTAL	\$ CHANGE	% CHANGE
GENERAL GOVERNMENT	200,782	18,267,406	601,644	3.41%
POLICE DEPARTMENT	146,679	10,058,081	440,393	4.58%
FIRE DEPARTMENT	112,041	8,329,208	333,605	4.17%
SCHOOL DEPARTMENT	-	44,820,624	1,438,414	3.32%
COLLECTIVE BARGAINING CONTINGENCY	-	-	-	
TRANSFER TO INDOOR POOL	-	150,000	(313,922)	0.00%
PRELIMINARY OPERATING BUDGET	459,502	81,625,320	2,500,135	3.16%

I recommend the City Council move to accept the budget guidelines for FY 2017 as recommended by the Joint Budget Committee to set a goal for the Operating Budget of no more than a 3% increase inclusive of budgeting for collective bargaining contingency.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on January 11, 2016. In addition, this can be found on the City's website.
2. **Channel 22 Studio Upgrade.** Last week, we upgraded the Channel 22 studio with state of the art High Definition Cameras, a state of the art graphics/switcher and an overhaul on all the wiring. With this upgrade, the quality of all the shows being broadcast will improve on Channel 22 and the City's YouTube Channel (youtube.com/cityofportsmouth). The meetings on the Comcast Channel 22 will still be in Standard Definition (SD), but the City's YouTube Channel will be broadcast in High Definition (HD). This upgrade will bring the city in link with similar HD television studios in the Country.

Run: 1/22/16
10:04AM

Event Listing by Date

Page: 1

Starting Date: 1/11/2016

Ending Date: 1/ 1/2017

Start End	Type Description	Location	Requestor	Vote Date
3/12/2016 3/12/2016	ROAD RACE Matthew A. McFarland is the contact for this event. He can be reached at 498-5778. This event begins at 10:30 a.m. Starting at Peirce Island and ends at Strawberry Banke	Peirce Island and Strawberry Banke - start and fini	St. Patrick School Road Race	11/16/2015
3/26/2016 3/26/2016	ROAD RACE Donald Allison is the contact for this event. He can be reached at (617) 835-2378. This race begins at Traip Academy in Kittery and travels through Portsmouth.	Through Portsmouth	Eastern States 20 Mile	11/16/2015
4/ 3/2016 4/ 3/2016	RACE Contact: todd Hanson, Race Director	Pease Tradeport	St. Paddy's 5 Miler	12/21/2015
4/16/2016 4/16/2016	WALK Emily Christian, Development Manager is the contact for this event. Telephone number 781-693-5154	Little Harbour School - start and finish	National Multiple Sclerosis So	4/16/2016
4/30/2016 4/30/2016	WALK Jenelle Dolan, Community Director is the contact. jdolan@marchofdimes.com Tel. 978-729-5849 Time: 6:00 am. to 12:00 p.m.	Little Harbour School	March of Dimes	10/ 5/2015
5/ 1/2016 5/ 1/2016	FAIR Barbara Massar, Executive Director is the contact for this event. This event is Pleasant Street - State Street to Market Square; no parking on Market Street - Bow Street to Isle Shoals Steam Co. entrance. This event is from Noon to 4:00 p.m.	Downtown	Children's Day	8/ 3/2015
5/ 1/2016 5/ 1/2016	RIDE Contact: Melissa Walden, Associate of Development 207-624-0306 Cycle the Seacoast - First riders leaving Redhook Brewery at 7:00 a.m. and the last rider will be in around 3:00 p.m.		American Lung Association	8/17/2015
5/ 7/2016 5/ 7/2016	ROAD RACE Carolyn Ostrom, NH Community Relations Specialist is the contact for this event. The event begins on Peirce Island and ends at Strawberry Banke Starting time is 9:00 a.m.	Peirce Island	Susan G. Koman	8/17/2015
6/11/2016 6/11/2016	FESTIVAL Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m.	Market Square Day - 39th	Pro Portsmouth	8/ 3/2015
6/11/2016 6/11/2016	RACE Barbara Massar, Executive Director is the contact for this event. This is 5K Road Race that begins in Market Square.	Market Square Road Race	Pro Portsmouth	8/ 3/2015
6/18/2016 6/18/2016	RACE Nicole McShane is the contact for this event. Her contact number is 430-1140 ex. 2407 Raindate for this event is Sunday, June 19th.	Pleasant Street	Big Brother Big Sisters of New	10/19/2015

Event Listing by Date

Starting Date: 1/11/2016

Ending Date: 1/ 1/2017

Start End	Type Description	Location	Requestor	Vote Date
6/25/2016 6/25/2016	MUSIC Barbara Massar, Executive Director is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/ 3/2015
7/ 2/2016 7/ 2/2016	MUSIC Barbara Massar, Executive Director is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/ 3/2015
7/ 4/2016 7/ 4/2016	RACE David Hampson is the contact for this event. Telephone No. 334-3032 Race Start: 9:00 a.m. Registration: 7:30 a.m.	Strawbery Banke, Marcy Street	Easter Seals Veteran's Count	12/ 7/2015
7/16/2016 7/16/2016	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/ 3/2015
7/23/2016 7/23/2016	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/ 3/2015
7/30/2016 7/30/2016	MUSIC Barbara Massar, Executive Director This event is from 5:00 to 9:30 p.m.	Pleasant Street - Summer in the Street Music Serie	Pro Portsmouth	8/ 3/2015
8/ 4/2016 8/ 4/2016	RACE Justin Finn is the contact for this event. Race Start: 6:00 p.m. Registration: 4:30 p.m.	Portsmouth High School Cross Country Track	Portsmouth Rotary Club	12/ 7/2015
9/17/2016 9/17/2016	WALK Contact: Ken La Valley, Chair - Out of Darkness Walk on Saturday, September 17, 2016 Registration: 8:30 a.m. Walk Duration 10:00 a.m. - Noon Peirce Island - Begin and end. Proposed Walk route 2.3 miles	Peirce Island	American Foundation for Suicid	1/11/2016
9/18/2016 9/18/2016	RACE Wendy McCoolle is the contact for this event. Telephone #603-759-5640 Race Start: 9:00 a.m. Registration: 7:30 a.m.	Portsmouth Middle School	Celebrate Pink	12/ 7/2015
9/24/2016 9/25/2016	BIKE TOUR Donna Hepp is the contact for this event. Tel. 414-258-3287	Through Portsmouth	Grante State Wheelmen	12/ 7/2015
9/24/2016 9/25/2016	TOUR Caroline Amport Piper is the contact. Tel. (603) 686-4338 Location of this event is to be determined. This event begins each day at 11:00 a.m. to 3:00 p.m.	To Be Determined	Friends of the South End	12/ 7/2015

Run: 1/22/16
10:04AM

Event Listing by Date

Page: 3

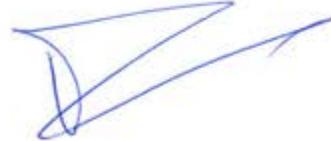
Starting Date: 1/11/2016

Ending Date: 1/ 1/2017

Start End	Type Description	Location	Requestor	Vote Date
10/ 9/2016 10/ 9/2016	ROAD RACE Contacts: Catherine Edison at CE Edison@communitycampus.org (Date changed to October 9, 2016 instead of October 8th) Ben Anderson - ben@prescottpark.org Angela Greene - angela@prescottpark.org Race Start: 10:00 a.m. Registration: 8:00 a.m.	Memorial Bridge Portsmouth	Memorial Bridge Road Race	12/ 7/2015
11/24/2016 11/24/2016	ROAD RACE Matt Junkin, Race Director is the contact for this event. This is the Thanksgiving Day Turkey Trot which begins at Peirce Island and ends at Strawberry Banke. Registration begins at 7:00 a.m. Race commences at 8:30 a.m.	Peirce Island is the start - Strawberry Banke is th	Seacoast Rotary Turkey Trot 5K	11/16/2015
1/ 1/2017 1/ 1/2017	RACE Michael Rennebu is the contact for this event. Cell #603-969-9783 Race Start: 11:00 a.m. Registration: 9:00 a.m.	Portsmouth Middle School	Great Bay Services	12/ 7/2015

**CITY OF PORTSMOUTH
LEGAL DEPARTMENT
MEMORANDUM**

DATE: January 20, 2016
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: ROBERT P. SULLIVAN, CITY ATTORNEY
RE: CITY COUNCIL RULES AND ORDERS



At its first meeting of the current session the City Council considered certain proposed City Council Rules and Orders recommended by Mayor Blalock (see memo from this office dated January 5, 2016). After deliberation the Council determined at that meeting not to adopt the City Council Rules and Orders as proposed, but rather to request that certain amendments be drafted and brought back for consideration. This memorandum is responsive to that request.

The changes which have been made from the form of the proposed Council Rules and Orders which went to the City Council on January 11, 2016 are as follows:

1. The proposed amendment to Rule 30 which would have allowed ordinances to be adopted in two (2) readings rather than three (3) has been withdrawn.
2. Amendment to Rule 37 which would have indicated that after 10:00 p.m. any items remaining on a City Council agenda would become Consent Agenda items has been amended so that at 10:00 p.m. any items remaining under the City Manager's name on an Agenda become Consent Agenda items. Meetings will still conclude at 10:30 p.m. as suggested by Mayor Blalock.
3. Proposed Council Rule 7 has been amended so that rather than reading that Council members are "limited" to one item of business per City Council agenda, it now reads that Council members are so limited, "unless further items are approved in advance by the Mayor unless".
4. Council Rule 4 has been amended so that instead of each member of the Council, "shall be entitled to" place a single item of business on a Council agenda it now reads that each Councilor, "may" place a single item of business on the agenda, "unless further items are approved in advance by the Mayor".

Attached is a set of City Council Rules and Orders which accomplish the foregoing.

attachment

h:\ps\city clerk\council rules & orders\ memo re-rules & orders amds (1-19-16)

REVISED RULES AND ORDERS OF THE PORTSMOUTH CITY COUNCIL

RULE 1. MEETING NIGHTS

The regular meetings of the City Council shall be on the first and third Mondays of each month at some time between 7:00 o'clock and 8:30 o'clock in the evening to be set by the Council. Work sessions may commence at any time after 6:00 p.m. and the regular council meeting may commence at any time after 7:00 p.m. (See Charter section 4.4). (AMENDED 4/2/90 TO AGREE WITH THE CITY CHARTER) (AMENDED 1/9/06)

RULE 2. SPECIAL MEETINGS

Special meetings may be called by written request of five or more members of the Council, by the Mayor, or by the City Manager.

The City Clerk shall prepare a notice of the special session stating the time and the place and this notice shall be served personally upon each member of the Council and the City Manager, or left at their usual place of residence at least twenty-four (24) hours before the time of the meeting.

It shall also be the duty of the City Clerk, immediately upon receipt of written request for a special meeting to make every diligent effort to notify each member of the Council in person, either by telephone or otherwise of such special session. The City Clerk shall also post notices of the special meeting in a conspicuous place in City Hall and shall make every effort to publicize the meeting by way of local news media. Only matters set forth in the notice of the meeting shall be discussed and/or acted upon.

RULE 3. WORK SESSIONS

Upon request of the Mayor or five or more members of the Council, the Council may meet in "work sessions." Each work session shall be devoted exclusively to subjects for which the preliminary receipt and discussion of information is deemed appropriate. No formal vote shall be taken on any matter under discussion, nor shall any Council member enter into a commitment with another respecting the vote to be taken at a subsequent meeting of the Council; provided, however, that nothing herein shall prevent a polling of the Council or the taking of any informal vote on any matter under discussion. Work sessions shall be open to the public, and notice procedures for regular meetings shall be followed.

RULE 4. COUNCIL MEETING AGENDA

All reports, communications, ordinances, resolutions, or other matters to be submitted to the Council shall, by 12:00 noon on Wednesday prior to each Council meeting be delivered to the City Clerk whereupon the City Clerk shall immediately arrange or cause to be arranged a list of such matters according to the Order of Business. Each member of the Council may place a single item of business under the name of that Councilor unless further items are approved in advance by the Mayor. The City Clerk shall furnish each member of the Council, City Manager, and City Attorney with a copy of the Agenda by 5:00 p.m. on Thursday prior to each

Council meeting, and shall make copies of the Agenda available in the Office of City Clerk for the public by that time. (AMENDED 1/5/98)

RULE 5. CALL TO ORDER

The Mayor shall take the chair at the hour appointed for the meeting and shall call the members to order. A roll call shall be taken to determine if a quorum be present.

RULE 6. CHAIRING OF MEETING

In the absence of the Mayor, the Assistant Mayor shall preside during that meeting or until the Mayor arrives. In the absence of both the Mayor and the Assistant Mayor, the Councilor present who received the largest plurality in the last election shall preside during that meeting or until the Mayor or Assistant Mayor arrives.

RULE 7. ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted in the following order, unless the Council by vote of at least two-thirds of the members present, shall suspend the rules and change the order:

- I. Work Session
- II. Call to Order [7:00 p.m. or thereafter]
- III. Roll Call
- IV. Invocation
- V. Pledge of Allegiance
- VI. Volunteer Committee Reports
- VII. Acceptance of Minutes
- VIII. Public Comment Session
- IX. Public Hearings on Ordinances and/or Resolutions
- X. Approval of Grants/Donations
- XI. Consideration of Resolutions and Ordinances
- XII. Consent Agenda
- XIII. Presentation and Consideration of Written Communications and Petitions
- XIV. Reports and Communications from City Officials
 - A. CITY MANAGER
Items Which Require Action Under Other Sections of the Agenda
City Manager's Items Which Require Action
 - B. MAYOR
 - C. CITY COUNCIL MEMBERS
(A single item of business per Council member unless further items are approved in advance by the Mayor.)
 - ~~G.~~
- XV. Miscellaneous Business Including Business Remaining Unfinished at Previous Meeting
- XVI. Adjournment [at 10:00 p.m. or earlier]

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(ADOPTED NEW ORDER OF BUSINESS 1/9/06)

RULE 8. CONSIDERATION OF MOTIONS

When a motion is made and seconded, it shall be considered by the Council, and not otherwise.

RULE 9. WRITTEN MOTIONS/ROLL CALL

Every motion shall be reduced to writing if the Chair so directs; or if any member of the Council requests it; and upon request of any member the roll call shall be called upon any question before the Council.

RULE 10. DIVISION OF QUESTION

The Division of a question may be called for when the motion contains two or more independent parts.

RULE 11. READING

When the reading of a paper is called for and the same is objected to by any member, it shall be determined by vote of the Council.

RULE 12. ADJOURNMENT

The Chair shall consider a motion to adjourn always in order, the time of the next meeting having been agreed on. Such motion shall be decided without debate.

RULE 13. DISPOSITION OF MOTIONS

After a motion is seconded, and stated by the Chair, it shall be disposed of by vote of the Council unless the mover withdraws it before a decision or amendment.

RULE 14. MOTIONS DURING DEBATE

When a question is under debate, only the following motions shall be received: Adjourn; take a recess; raise a question of privilege; call for orders of the day; lay on the table; the previous question; limit or extend limits of debate; postpone definitely or to a certain time; commit or refer or recommit; amend; postpone indefinitely; questions of order and appeal; suspend the rules; object to consideration of questions; division of a question; division of the assembly.

RULE 15. ORDER OF QUESTIONS

The Chair shall put all questions in the order in which they are moved, unless the subsequent motion shall be previous in its nature; except in naming sums and fixing times, the largest sum and the longest time shall be put first.

RULE 16. MOTION FOR RECONSIDERATION

A motion for the reconsideration of a vote shall be open to debate, but such motion shall not be considered unless made by a member voting with the majority, nor unless such motion is made at the meeting at which such vote is passed, or notice of such motion is given at said meeting, in which case the motion shall be made at the next meeting; and only one motion for the reconsideration of any vote shall be permitted.

RULE 17. TABLING

No motion which has been tabled at a current or prior Council meeting may be acted upon after being removed from the table at a current meeting; but such action must be withheld until the next regular Council meeting which agenda will show the item of business.

RULE 18. SPEAKING PRIORITY

When two or more members rise at once, the Chair shall then name the member who is entitled to the floor.

RULE 19. SPEAKING

When any member is about to speak in debate or to deliver any matter to the Council, and respectfully address the presiding officer; the member shall confine themselves to the question under debate, and avoid personalities. The member shall sit down as soon as done speaking. (AMENDED 4/2/90) (AMENDED 1/10/2000)

RULE 20. INTERRUPTION OF SPEAKING MEMBER

No member shall be interrupted by another, but by rising to a call to order, to correct a mistake, or for explanation. But if any member in speaking, or otherwise, transgress the Rules of the Council, the Mayor shall or any member may call the offending member to order who shall immediately sit down, unless permitted to explain; and the Council, if appealed to, shall decide on the case, and without debate.

RULE 21. CONFLICTS OF INTEREST

No member shall vote or serve on any committee or any question as to which the member has a direct, personal and pecuniary interest.

RULE 22. VOTING REQUIRED

Every member present when a question is put, if not excluded by interest, shall vote. No member shall leave a meeting without permission, if their presence is necessary to make a quorum.

RULE 23. COMMITTEE NOMINATION

Except for the committees created solely by the Mayor, the Mayor shall submit for approval by the City Council all nominations of non City Councilors to committees. All nominations shall

be laid on the table until the next regularly scheduled Council meeting. The Mayor shall make all appointments of the City Councilors to committees.

*(ADOPTED 1/22/96; AMENDED 1/17/2012; AMENDED 1/13/2014)

RULE 24. COMMITTEE MEMBERSHIP

No member shall be obliged to be on more than two committees at the same time nor to be chairman of more than one.

RULE 25. SPECIAL COMMITTEES AND COMMITTEE RESPONSIBILITIES

All special committees of the Council shall consist of three members, unless a different number be ordered. It shall be the duty of every committee of the Council to whom a subject is specially referred to report thereon within the time limit set by the Council or to request an extension thereof. No report shall be received unless presented in writing, signed by a majority of the committee and agreed to in committee actually assembled.

RULE 26. COMMITTEE MEETINGS

No Committee shall sit during the sitting of the Council without special leave.

RULE 27. COMMITTEE OF THE WHOLE

The City Council may resolve itself of the Whole, at any time, upon a motion of a member made for the purpose; and in forming a Committee of the Whole, the Mayor may leave the Chair and appoint some member to preside in the Committee; and when the Committee of the Whole shall have gone through the subject referred to them, they shall rise, and the Chairperson, or any other member that the Committee may order, shall report their proceedings to the Council.

RULE 28. COMMITTEE OF THE WHOLE PROCEEDINGS

The rules of proceedings in the Council shall be observed in Committee of the Whole, so far as they may be applicable; but no member shall speak twice to any question until every member choosing to speak shall have spoken.

RULE 29. ORDINANCES

All bylaws passed by the City Council shall be termed "ordinances", and the enacting style shall be: "The City of Portsmouth Ordains." Each ordinance shall be identified by a number and a short title, and the effective date shall be specified in it.

RULE 30. ORDINANCE PROCEDURE

Each Ordinance shall pass through the following stages, to wit: There shall be a first reading for information. If the first reading is passed, the Council shall, consistent with public notice

requirements of law, set a time and place for a public hearing and consideration of second and third readings. An ordinance may be rejected at any stage in its progress. No ordinance shall be amended except on second reading. Passage of the third reading shall constitute final passage.

RULE 31. ORDERS AND RESOLUTIONS

In all votes by which the City Council shall express anything by way of command the form of expression shall be "Ordered" and whenever it shall express opinions, principles, facts or purposes, the form shall be "Resolved." Resolutions prepared in writing prior to introduction shall be identified by a short title.

RULE 32. TAXING, SPENDING, AND BORROWING

Each order or resolution authorizing the levying of a tax, the expenditure of money, or the borrowing of money shall have two separate readings and a public hearing with notice as required by law.

RULE 33. RECORD RETENTION OF RESOLUTIONS AND ORDINANCES

When an ordinance or resolution shall have passed the City Council, it shall receive the signature of the Mayor. It shall be enrolled in the City records of the City Clerk, and the original ordinance or resolution shall be placed in some safe deposit in the archives of the City.

RULE 34. CITY CLERK

The City Clerk shall attend all Council meetings, except work sessions and executive sessions, and shall keep a record of procedures of the Council by recording the motions and votes thereon. The City Clerk shall make notes of the general content of the remarks by members of the Council, the Mayor, and the City Manager and not their specific detail. The City Clerk shall note in the minutes all reports, memorials and other papers submitted to the Council by their title or brief description of the purport. The City Clerk shall cause to be recorded through the use of appropriate recording device the business of all Council meetings, said recordings to be maintained by the City Clerk as a public record for a period of three years. Preservation of the recordings and custody of all recordings shall be the sole responsibility of the City Clerk who shall prepare such rules for use as the Clerk deems necessary or appropriate to the discharge of the above responsibility.

RULE 35. SEATING ARRANGEMENT DURING COUNCIL MEETINGS

Council seats shall be assigned by the Mayor. Council members who wish to exchange seats may do so upon request to the Mayor. Seating arrangement may be changed at any time the Mayor wishes. (AMENDED 10/29/90)

RULE 36. PROCEDURE FOR QUESTIONS TO THE CITY ATTORNEY

Whenever a City Councilor has a question of the City Attorney, during a City Council Meeting, on the Council Rules, the Portsmouth City Charter or on Parliamentary Procedure, they shall, through the Chair, be given the immediate right to state their question.

RULE 37. HOUR CITY COUNCIL MEETINGS TO CONCLUDE

City Council meetings shall conclude no later than 10:~~00~~30 P.M. or at such time as any agenda item being discussed at 10:00 P.M. is acted upon. Any agenda items under the name of the City Manager which have not been voted upon by the Council as of 10:00 p.m. shall be treated thereafter as Consent Agenda items, applying Council Rule 46 as completely as the situation allows. If because of this rule any agenda items remain to be taken up, the Council shall recess the meeting to a time certain at which recessed meeting the remainder of the agenda shall be acted upon unless a majority of the Council wishes to suspend in order to continue. (AMENDED 1/9/06)

RULE 38. NOTICE TO COUNCIL REGARDING APPOINTMENT QUALIFICATIONS

All nominees to positions on boards or commissions of the City shall submit in writing, on a form as provided by the City Clerk, information regarding their occupational backgrounds, the nature of their nominations, and their reasons for wishing to serve. Such form shall accompany the agenda in which the nomination is to be made and shall be delivered to City Council members in accordance with Rule No. 4.

RULE 39. SUSPENSION OF RULES

No standing rule or order of the Council shall be suspended unless a two-thirds majority of the members of the Council present shall consent thereto, for a specific purpose; nor shall any rule or order be repealed or amended without one week's notice being given of the motion therefore, or unless a two-thirds majority of the Council shall concur therein.

RULE 40. PARLIAMENTARY AUTHORITY

Except where specifically controlled by Charter, Statute, Ordinance or these Rules, proceedings of the City Council shall be conducted pursuant to the parliamentary authority of the most recent revision of Roberts Rules of Order, Newly Revised, published by Scott, Foresman & Co.

RULE 41. ADDRESS BY PUBLIC

Members of the public-at-large may address the Council on any issue being discussed by the Council after a motion to allow same has been made by any Council member and passed by a majority vote, provided that no person shall speak for more than five (5) minutes.

RULE 42. PUBLIC'S RIGHT TO KNOW GUARANTEED

All letters, memos, reports and other information provided or circulated to the City Council by staff members or received as communications to the Mayor and City Council from any person shall be included with the Agenda packet of a City Council meeting and made publicly

available by 5:00 p.m. on Friday prior to each Council meeting, or if sent separately to Council members shall be made publicly available in the Office of City Clerk. Exempt under this Rule are those documents which would not be deemed public records under the New Hampshire Right to Know Law (RSA 91-A) or personal communications. (AMENDED 1/27/92)

RULE 43. PUBLIC COMMENT SESSION

A public comment session shall appear on the agenda of all regular Council meetings. This session shall be a period of time not to exceed forty-five minutes during which any member of the public may have three minutes to address any single topic which that member of the public has identified to the City Clerk prior to the commencement of the meeting. Comments shall be limited to one topic per person per meeting. All speakers must register in person (not electronically or telephonically) with the City Clerk prior to the City Council meeting. Any person abusing the provisions of this rule may be prohibited from speaking at future public comment sessions by a majority vote of the City Council. Any provision of this rule may be modified on a per case basis by majority vote of the Council. (ADOPTED 3/12/90) (AMENDED 1/5/98) (AMENDED 4/17/2000) (AMENDED 1/24/2005)

* Comments for which a public hearing is scheduled under the same agenda shall not be permitted.

- The Chair reserves the right to select speakers of different issues to be permitted to speak in order to provide a form of various topics to be presented. *(ADOPTED 1/18/94).

RULE 44. NAMING OF MUNICIPAL BUILDINGS, PARKS AND FACILITIES

The procedure to be followed in naming municipal buildings, parks and facilities shall be that a written request be submitted to the Mayor by the City Councilors or resident who proposes the naming of any municipal building, park or facility. The Council shall then schedule a work session to deliberate concerning that request. In general, it shall be deemed inappropriate to name complete municipal buildings after actual persons, although portions of buildings may be so named. Subsequent to the work session, the request shall then be placed on the next available Council agenda for a vote of the full City Council. (ADOPTED 8/14/2000)

RULE 45. PUBLIC HEARINGS

City Council public hearings shall be subject to the following terms and conditions:

- A. The order in which speakers shall be called, the duration of time permitted for each person to speak and the number of opportunities which any person shall be provided to speak on any issue may be regulated by the Mayor in the interest of legislative efficiency.
- B. All speakers must limit their presentation to the issue for which the public hearing has been called. Any speaker not in compliance with this provision shall be ruled out of order by the Mayor.

(ADOPTED 5/6/2002).

RULE 46. CONSENT AGENDA

The agenda for any regular meeting of the City Council may include a section entitled "Consent Agenda". The Consent Agenda shall consist of items of City Council business which the Mayor, the City Manager and the City Clerk have previously determined to be routine in nature. All Consent Agenda items shall identify the action which it is anticipated will be taken by the City Council on it. Any item of business shall be removed from the Consent Agenda and placed elsewhere on the Council agenda for the same meeting at the request of any member of the City Council. All recommended actions on Consent Agenda items shall be deemed to have been taken by the City Council on the passage of a motion, "to adopt the Consent Agenda". (ADOPTED 1/9/06).

1

¹ Rule #47 – Appointments to Boards and Commissions was repealed by the City Council on March 18, 2008.



JAN 8 2016

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: Cable Television & Communications Commission

Initial applicant

Name: Nicholas J. Kirsch Telephone: 603-560-5646

Could you be contacted at work? YES NO If so, telephone # 603-862-0142

Street address: 160 Cutts St., Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): nicholas.j.kirsch@gmail.com

How long have you been a resident of Portsmouth? 6 years

Occupational background:

Nicholas J. Kirsch is an Associate Professor in the Department of Electrical and Computer Engineering at the University of New Hampshire. He obtained his B.S. degree in Electrical Engineering from the University of Wisconsin - Madison in May 2003. Nicholas received an M.S. degree in Electrical Engineering and Telecommunications in June 2006 and a Ph. D. in Electrical Engineering in June 2009 from Drexel University in Philadelphia, Pennsylvania. Dr. Kirsch's research focuses on next generation wireless and wired communication systems including broadband connectivity, the Internet-of-Things, and Smart Cities.

Please list experience you have in respect to this Board/Commission:

I have been actively involved in communications research in industry and academia for fifteen years. This work has been funded by the federal government and private industry. While my primary research focus is wireless communications, I have significant expertise in wired connectivity, including fiber optics, cable, and telephony. Currently, I am leading an initiative at UNH to create technology for NH cities and towns to become "Smart Cities," or cities that that utilize information and communication technology to improve sustainability, economic competitiveness, livability, education and service delivery.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO I have contacted the Mayor.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: _____

After living and getting settled in Portsmouth, I decided that I would like to be more active in my community and give back to the city that has been so welcoming when I moved here over six years ago. It became clear from discussions with other residents that I could make a great impact on the city by leveraging my education and knowledge of communications to serve of the Cable Television & Communications Commission. I willing to fully participate in the commission and to utilize my skills and experiences to make Portsmouth a better place for all.

Please list any organizations, groups, or other committees you are involved in:

Professionally, I am actively involved in international research conferences, which include presentations of future networking technologies. I participate in local and regional efforts related to broadband access and have knowledge of technical issues surrounding these ventures. I am also the Chair of IEEE Engineering Projects in Community Service, which is program that funds university students around the world to partner with non-profits and high school students to use electrical engineering to solve a problem in their community. Monthly, I volunteer for the the End 68 Hours of Hunger program, which provides food for Portsmouth children.

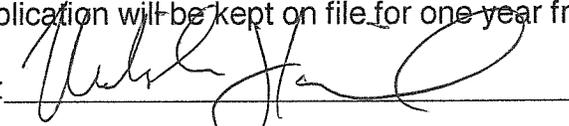
Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Kris Dobie, 25 D Albacore Way, Portsmouth, NH 03801, 603-493-7278
Name, address, telephone number

2) Matt Grocki, 359 Broad Street, Portsmouth, NH 03801, 603-828-2888
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:  Date: January 7, 2016

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes ___ No X

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

NICHOLAS J. KIRSCH

ADDRESS

University of New Hampshire
Department of Electrical and Computer Engineering
W213 Kingsbury Hall, 33 Academic Way
Durham, NH 03824
Phone: 1-603-862-0142
E-mail: nicholas.kirsch@unh.edu

EDUCATION

Drexel University Ph.D. in Electrical Engineering, 2009.
Advisor: Dr. Kapil R. Dandekar

Drexel University M.S. in Electrical Engineering / Telecommunications, 2006.
Advisor: Dr. Kapil R. Dandekar

University of Wisconsin - Madison B.S. in Electrical Engineering, 2003.

PROFESSIONAL EXPERIENCE

University of New Hampshire, Associate Professor, 2015 – present.

University of New Hampshire, Assistant Professor, 2009 – 2015.

Drexel University, Graduate Research Fellow, 2003 – 2009.

W. L. Gore & Associates, Co-Op Associate, January – August 2001, May – August 2002.

University of Wisconsin - Madison, Undergraduate Research Student, 2001 – 2002.

PROFESSIONAL ORGANIZATIONS

Institute of Electrical and Electronic Engineers (Member)

Institute of Electrical and Electronic Engineers Communications Society (Member)

Eta Kappa Nu, Electrical and Computer Engineering Honor Society (Member)

American Association for the Advancement of Science (Member)

PUBLICATIONS

Refereed Journal Articles

1. E. Escobar, **N. J. Kirsch**, G. Kontopidis, and B. Turner, "5.5 GHz Optically Transparent Mesh Wire Microstrip Patch Antenna," *IEEE Electronic Letters*, vol. 51, no.16, pp. 1220-1222, August 2015.

2. J. Tefft, R. Bera, **N. J. Kirsch**, and T. S. Fu, "A Generalized Probabilistic-Based Indoor Localization Method," *Sensors and Transducers Journal*, vol. 187, no. 4, April 2015.
3. R. Bhagavatula, R. W. Heath Jr., A. Forenza, **N. J. Kirsch**, and K. R. Dandekar, "Impact of Mutual Coupling and Antenna Efficiencies on Adaptive Switching Between MIMO Transmission Strategies and Antenna Configurations," invited to *Special Topics on Antennas in Wireless Personal Communications Journal*, vol. 52, no. 1, pp. 69-87, January 2010.
4. **N. J. Kirsch**, J. Kountouriotis, C. Liang, and K. R. Dandekar, "Experimental Evaluation of Game Theory Power Allocation in MIMO Ad-hoc Networks," *IEEE Transactions on Wireless Communications*, vol. 8, no. 5, pp. 2292 - 2295, May 2009.
5. D. Piazza, **N. J. Kirsch**, and K. R. Dandekar, "Design and Evaluation of a Reconfigurable Antenna Array for MIMO Systems," *IEEE Transactions on Antennas and Propagation*, vol. 56, no. 3, pp. 869-881, March 2008.
6. N. Tansu, **N. J. Kirsch**, and L. J. Mawst, "Low-Threshold-Current-Density 1300-nm Dilute- Nitride Quantum Well Lasers," *Applied Physics Letters*, vol. 81, no. 14, pp. 2523-2525, September 2002.

Refereed Conference Articles

1. M. H. Al-Badrawi and **N. J. Kirsch**, "An EMD-based Double Threshold Detector for Spectrum Sensing in Cognitive Radio Networks," in *Proc. of IEEE Vehicular Technologies Conference*, Boston, USA, pp. 1-5, September 2015.
2. M. H. Al-Badrawi and **N. J. Kirsch**, "An EMD-based Spectrum Sensing Technique for Cognitive Radio Networks," in *Proc. of IEEE Vehicular Technologies Conference*, Glasgow, Scotland, pp. 1-5, May 2015.
3. T. Fu, T. Adams, and **N. J. Kirsch**, "Wireless Occupancy Detection with Dynamic Schedules," in *Proc. the ASCE Architectural Engineering Institute*, Milwaukee, WI, March 2015.
4. J. Tefft and **N. J. Kirsch**, "A Proximity-based Q-learning Reward Function for Femtocell Networks," in *Proc. of IEEE Vehicular Technology Conference*, Las Vegas, NV, pp. 1-5, September 2013.
5. R. Bera, **N. J. Kirsch**, and Tat S. Fu, "An Indoor Probabilistic Localization Method Using Prior Information," in *Proc. of IEEE Vehicular Technology Conference*, Las Vegas, NV, pp. 1-5, September 2013.
6. R. Bera, **N. J. Kirsch**, and T. S. Fu, "Using Prior Measurements to Improve Probabilistic-based Indoor Localization Methods," in *Proc. of IEEE Intelligent Data Acquisition and Advanced Computing Systems: Technology and Applications*, Berlin, Germany, pp. 472-482, September 2013.
7. J. Tefft and **N. J. Kirsch**, "Accelerated Learning in Machine Learning-based Resource Allocation Methods for Heterogeneous Networks," in *Proc. of IEEE Intelligent Data Acquisition and Advanced Computing Systems: Technology and Applications*, Berlin, Germany, pp. 468-473, September 2013.
8. **N. J. Kirsch**, E. Escobar, and B. Turner, "Antenna Array with Meshed Elements for Beamforming Applications," in *Proc. of the Progress in Electromagnetics Research Symposium*, Stockholm, Sweden, August 2013.
9. **N. J. Kirsch** and B. M. O'Connor, "Improving the Performance of Vehicular Networks in High Traffic Density Conditions with Cognitive Radios," in *Proc. of IEEE International Intelligent Vehicles Conference*, Baden-Baden, Germany, pp. 552-556, June 2011.
10. C. Donahue and **N. J. Kirsch**, "FPGA based 802.11n MIMO Interoperability Testbed," in *Proc. of IEEE Wireless Optimization Conference - 3S workshop*, Princeton, NJ, pp. 376, May 2011.
11. **N. J. Kirsch**, N. A. Vacirca, T. P. Kurzweg, A. K. Fontecchio, and K. R. Dandekar, "Performance of transparent conductive polymer antennas in a MIMO ad-hoc network," in *Proc. of IEEE International Conference on Wireless Mobility*, Niagara Fall, Canada, pp. 9-14, October 2010.
12. **N. J. Kirsch**, N. A. Vacirca, E. E. Plowman, K. R. Dandekar, A. K. Fontecchio, and T. P. Kurzweg, "Optically Transparent Conductive Polymer RFID Meandering Dipole Antenna," in *Proc. of IEEE International Conference on RFID*, Orlando, FL, pp. 278-282, April 2009.

13. **N. J. Kirsch**, C. Liang, and K. R. Dandekar, "Experimental Characterization of Resource Allocation Algorithms in MIMO-OFDM Ad Hoc Networks," in *Proc. of IEEE Radio and Wireless Symposium*, Long Beach, CA, pp. 91-94, January 2007.
14. J. Kountouriotis, **N. J. Kirsch**, and K. R. Dandekar, "Software Defined Radio Demonstration of MIMO-OFDM Rate Adaptation," in *Proc. of IEEE Workshop on Networking Technologies for Software Defined Radio (SDR) Networks*, Reston, VA, pp. 52-58, September 2006.
15. **N. J. Kirsch**, K. R. Dandekar, "Modeling Effects of Mutual Coupling Considered at Both Ends of a MIMO Channel using Computational Electromagnetics," in *Proc. of IEEE Vehicular Technology Conference*, Los Angeles, CA, pp. 4352-4355, September 2004.
16. N. Tansu, **N. J. Kirsch**, and L. J. Mawst, "MOCVD Growth of Strain Compensated InGaAsN Quantum Well Lasers," in *Proc. of the 11th Int. Conf. Metalorganic Vapor Phase Epitaxy (IC-MOVPE XI) 2002*, Berlin, Germany, June 2002.

Journal Manuscripts Completed

1. M. H. Al-Badrawi, W. Smith, B. Z. Al-Jewad, and **N. J. Kirsch**, "Intrinsic Mode Functions: Statistical Analysis and Filtering Applications," *IEEE Transactions on Signal Processing*, (under revision).
2. M. H. Al-Badrawi, B. Z. Al-Jewad, Wayne Smith, and **N. J. Kirsch**, "A De-noising Scheme Based on the Null Hypothesis of Intrinsic Mode Functions," *IEEE Signal Processing Letters*, (under revision).

Journal Manuscripts In-preparation

1. M. H. Al-Badrawi and **N. J. Kirsch**, "On the Evaluation of Intrinsic Mode Functions for Spectrum Sensing," *IEEE Transactions on Vehicular Technologies*, (Fall submission).
2. M. H. Al-Badrawi and **N. J. Kirsch**, "A Spectrum Sensing Technique Based on m -power Statistics of Intrinsic Mode Functions," *IEEE Letters on Communications*, (Fall submission).
3. J. Tefft and **N. J. Kirsch**, "Small anechoic chamber for MIMO-OTA testing," *IEEE Transactions on Instrumentation and Measurement*, (Fall submission).
4. K. R. Dandekar, **N. J. Kirsch**, and M. Kam, "Development and Assessment of EPICS-in-IEEE for Global Service Learning," *IEEE Transactions on Education*, (Winter submission).

Conference Manuscripts Completed

1. M. H. Al-Badrawi, B. Z. Al-Jewad, W. Smith, and **N. J. Kirsch**, "A Filtering Method Using Higher Order Statistics of Intrinsic Mode Functions," submitted to the *International Conference on Acoustics, Speech and Signal Processing (ICASSP 2016)*.
2. M. H. Al-Badrawi, and **N. J. Kirsch**, B. Z. Al-Jewad, "An Intrinsic Mode Function Energy Detector for Spectrum Sensing in Cognitive Radios," submitted to the *International Conference on Communications (ICC 2016)*.
3. R. Cody, S. Mitra, T. Fu, S. Narasimhan, and **N. J. Kirsch**, "Detecting Building Occupancy with Vibration Sensors and Machine Learning," submitted to the *Engineering Mechanics Institute Conference (EMIC 2016)*.

Other Articles

1. B. Blanchette, C. Grobicki, **N. J. Kirsch**, P. Nikolich, S. Schley, M. Schwartz, and R. Yassini, "Television White Spaces: Assessing TVWS for Rural Broadband Access," UNH Broadband Center of Excellence White Paper, 2014.

Invited Talks

1. "Enabling and Utilizing Resources Efficiently in Wireless Networks," UNH Computer Science Seminar, November 2015.
2. "Wireless Research @ UNH," UNH Innovation Catalyst Seminar, October 2015.

3. "Development of a Wireless Sensor Network to Monitor Water for the Restoration of Oysters in the Great Bay of New Hampshire," IEEE New Hampshire, June 2014.
 4. "Power and Spectrum Management in Heterogeneous Networks, IEEE NH Communications and Signal Processing Group, June 2013.
 5. "Wireless Communications Research in Unmanned Aerial Vehicles, at the Science Cafe NH, June 2013.
 6. "Resource management with software defined radios," IEEE NH Communications and Signal Processing Group, February 2011.
 7. "Experimental analysis of power control and element spacing for unobtrusive MIMO antenna systems," Worcester Polytechnic Institute, Graduate Seminar Series, April 2010.
-

PATENTS

1. "Empirical Mode Decomposition for Spectrum Sensing in Cognitive Radio Systems," U.S. Patent Application: 62/019,593 (patent pending - 07/01/2015).
-

FUNDED PROJECTS

Research Grants

1. NSF-IIP 1353254 (Sub-contract): *SBIR Phase II: Low Cost Transparent Wireless Mesh Network Node* (04/15/14-03/31/16).
2. NSF-CBET 1336824: *Wireless Occupancy Detection to Improve Building Energy Efficiency* (with Tat Fu; 01/15/14-12/31/16).
3. NSF-IIP 1217558: *STTR Phase IB: Test Methodology for MIMO Over the Air Testing in a Small Anechoic Chamber* (with Fanny Mlinarsky; 07/01/13-12/31/13).
4. NSF-IIP 1248657 (Sub-contract): *SBIR: Phase I: Transparent Wireless Mesh Network Node* (01/01/13-06/31/13).
5. UNH Internal: *The University of New Hampshire Anechoic Chamber* (10/15/12).
6. NSF-IIP 1217558: *STTR Phase I: Test Methodology for MIMO Over the Air Testing in a Small Anechoic Chamber* (with Fanny Mlinarsky; 07/01/12-06/31/13).

Non-research Grants

1. IEEE EPICS: *Wireless Sensor Network for Oyster Restoration in the Great Bay of New Hampshire* (03/01/13-06/20/14).
-

TEACHING EXPERIENCE

University of New Hampshire

- ECE 541: Electric Circuits: Fall 2012
- ECE 548 (Lab): Electronic Design I: Spring 2011
- ECE 617: Junior Laboratory I: Fall 2012
- ECE 618: Junior Laboratory II: Spring 2013
- ECE 647: Random Processes and Signals in Engineering: Spring (2010, 2012, 2013, 2014, 2015)

- ECE 757/857: Fundamentals of Communications: Fall (2009, 2011, 2013, 2014)
 - ECE 758/858: Communication System Design: Spring 2011
 - ECE 792: Senior Design II: Spring 2015
 - ECE 920: Wireless Communication Systems: Fall (2010, 2011, 2013, 2015)
-

STUDENTS SUPERVISED

Undergraduate Students

Braden Blanchette

Cyle Ziegler

Angela Zukas

Graduate Students

Mahdi Al-Badrawi (Ph.D., in progress)

Ranita Bera (M.S., 2013)

Braden Blanchette (M.S., 2015)

Curtis Donahue (M.S., in progress)

Eric Escobar (M.S., 2015)

Jean Lambert Kubwimana (Ph.D., in progress)

Brett O'Connor (M.S., not completed)

Jonathan Tefft (Ph.D., in progress)

Thesis Committee Membership

Timothy April (M.S., 2013)

Blake Brown (M.S. in progress)

Michael Farrar (M.S., 2010)

Ying Li (Computer Science, Ph.D., 2015)

Željko Medenica (Ph.D., 2012)

Hoda Pahlevanzdeh (Ph.D. in progress)

Michael Peña (M.S., 2014)

Tarek Shahrir (M.S., 2014)

Minu Valayll (M.S., 2014)

Kyle Wyatt (Civil Engineering, M.S., 2015)

SERVICE

Professional

- Committee Member, IEEE Educational Activities Board - Pre-University (2015)
- Committee Chair, IEEE Engineering Projects in Community Service (2014-present)
- Technical Program Co-Chair, 2015 IEEE Vehicular Technologies Conference (2013-present)
- NSF-ENG Panel (2013-2014)
- Demonstration Chair, 2013 IEEE Vehicular Networking Conference (2013)
- Treasurer, NH-IEEE Communications Society (2012 - 2013)
- Technical Program Committee, IEEE Vehicular Technologies Conference (2012)
- Technical Program Committee Co-Chair, IEEE Vehicular Technologies Conference (2011)
- Technical Program Member, IEEE Radio and Wireless Symposium (2009)

University

- University Faculty Development Program Reviewer (2013-present)
- University Student Designed Major Committee (2012-present)
- CEPS Scholarship Committee (2011-present)
- CEPS Rules Committee (2011-present)
- CEPS Machinist Search Committee (2013)
- CEPS Industrial Scholarship Committee (2012)
- CEPS Common First-Year Committee (2012)

Department

- WUNH Board of Directors Member (2015-present)
- UNH-IEEE Student Chapter Advisor (2012-present)
- Graduate Committee (2010-present)
- Computer Engineering Faculty Search Committee (2014-2016)
- Advanced Manufacturing Faculty Search Committee (2013-2014)
- Computer Engineering Faculty Search Committee (2010-2011)
- ECE 401 Committee (2010)
- Undergraduate Curriculum Committee (2009-2010)

REVIEWING ACTIVITIES

Reviewer, IEEE IDAACS, 2013 – Present
Reviewer, IEEE Transactions on Wireless Communications, 2012 – Present
Reviewer, IEEE Letters on Antennas and Propagation, 2012 – Present
Reviewer, IEEE Letters on Wireless Communications, 2015 – Present
Reviewer, IEEE Vehicular Technologies Conference, 2011 – Present
Reviewer, IEEE Intelligent Vehicles, 2010 – Present
Reviewer, IEEE Radio and Wireless Symposium, 2009 – Present
Reviewer, Journal of Electromagnetic Waves and Applications, 2009 – Present
Reviewer, IEEE Transactions on Vehicular Technologies, 2003 – Present
Reviewer, ICC Communication Theory Symposium, 2007 – Present
Reviewer, IEEE Expert Now eLearning, 2010
Book Reviewer, Addison-Wesley, Wiley

AWARDS AND ACADEMIES

Student Paper Finalist, IEEE Vehicular Technologies Conference (2013)
Writing Academy, University of New Hampshire (2013)
Research and Engagement Academy, University of New Hampshire (2012)
Early Career Academy, University of New Hampshire (2010)
Excellence in Research Award, Drexel University (2007)
Student Paper Finalist, Radio and Wireless Symposium (2007)
Koerner Family Fellowship, Drexel University (2006-2007)
College of Engineering Dean's Fellowship, Drexel University (2003-2009)

COMMUNITY OUTREACH AND MENTORING

STEAM Day at Elliot Middle School, Elliot, ME, 2015
Research Experience for Teachers in Engineering, 2014
High School Technology Class, St. Thomas Aquinas High School, 2014
High School Research Project, University of New Hampshire, St. Thomas Aquinas High School, 2013
High School Research Project, Drexel University, Upper Darby H.S., 2006
Undergraduate Senior Design, Drexel University, 2004 – 2006
Summer Engineering Experience at Drexel, 2004, 2005



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

SEP 11 2015

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: Cable Board (or any) Initial applicant

Name: Clayton Emery Telephone: 202 361 - 5214

Could you be contacted at work? YES/NO If so, telephone # _____

Street address: 114 Mechanic St, Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): claytonemery@comcast-net

How long have you been a resident of Portsmouth? 2 yrs, 4 mo

Occupational background:

Elementary school teacher, 2 yrs.

30 yrs technical writer for business, industry, + government.

Researching / renovating 1740 house in South End.

Please list experience you have in respect to this Board/Commission:

30 yrs technical writing / computers / industry.



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: service to community,
chance to get involved, meet people,
lend expertise.

Please list any organizations, groups, or other committees you are involved in:

Strawbery Banke Horticulture volunteer

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Larry Yeards, Pres, Strawberry Banke 603 433-1103
Name, address, telephone number

2) Pan Desrocher, 213 Gales St. / Joanna Brode
Name, address, telephone number / Donald Coleman
122 Mechanic St

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: 9/11/2015

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801
6/27/2012



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

Committee: **Economic Development Commission**

Name: **Stefany Shaheen** Telephone: **(603) 817-9740**

Could you be contacted at work? YES/NO If so, telephone#: **Contact my mobile anytime**

Street address: **77 South Street**

Mailing address (if different): _____

Email address (for clerk's office communication): **stefanyshaheen@gmail.com**

How long have you been a resident of Portsmouth? **9 years**

Occupational background:

Small business owner

Please list experience you have in respect to this Board/Commission:

Served on Economic Development Commission from 2013-2015

Served on Portsmouth City Council from 2013-2015

Small business owner with office at Pease

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

OVER
➔

YES

Would you be able to commit to attending all meetings? YES/NO

I will do my best to attend all meetings, but my work schedule can be unpredictable.

Reasons for wishing to serve:

To help continue the great work that the Economic Development Commission is doing in Portsmouth.

1/19/2016

Please list any organizations, groups, or other committees you are involved in:

McIntyre Working Group
Prescott Park Blue Ribbon Committee
Joslin Diabetes Center Board of Trustees
Juvenile Diabetes Research Foundation Advocacy Committee

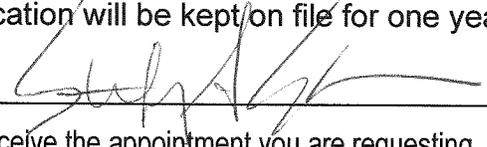
Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) **Mary Carey Foley** (603) 498-2994

- 2) **Renee Plummer** (603) 436-8686
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: **January 18, 2016**

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes _____ No _____

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

DEC 16 2015

Committee: NEIGHBORHOOD STEERING COMMITTEE Initial applicant

Name: LAWRENCE CATALDO Telephone: 603-430-3762

Could you be contacted at work? YES/NO If so, telephone# 908-538-3933

Street address: 133 ISLINGTON ST, UNIT 10 PORTSMOUTH

Mailing address (if different): _____

Email address (for clerk's office communication): LARRY/CATALDO @ YAHOO.COM

How long have you been a resident of Portsmouth? 10 YEARS

Occupational background:

- SENIOR BUSINESS CONSULTANT - PROCESSES
- EXECUTIVE MANAGER - CONSTRUCTION AND MAINTENANCE
- TELECOM DIRECTOR - REGULATORY MATTERS
- TEACHING - COLLEGE, HIGH SCHOOL, CORPORATE

Please list experience you have in respect to this Board/Commission:

- MEMBER - TRANSPORTATION SERVICES COMMISSION - 2014 - 2015.
- PROJECT MANAGEMENT + COORDINATION
- FREQUENT PRESENTATIONS AND COMMENTS BEFORE THE CITY COUNCIL



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO NO PLAN TO CONTACT MR. CLIFF IN 2015

Would you be able to commit to attending all meetings? YES/NO NO

Reasons for wishing to serve: _____

I WISH TO CONTINUE MY PUBLIC SERVICE
TO THIS BEAUTIFUL CITY

Please list any organizations, groups, or other committees you are involved in:

STRAWBERRY BANKE MUSEUM MEMBER AND VOLUNTEER
PORTSMOUTH HISTORICAL SOCIETY - MEMBER AND VOLUNTEER
PS 21

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) PAUL MANULE, 1490 ISLINGTON ST. 498-9320
Name, address, telephone number

2) LAWRENCE YERDON, 14 HANCOCK ST. 433-1104
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: Lawrence J. Cataldo Date: 12/15/2015

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

Committee: Peirce Island

DEC 15 2015
Renewing applicant

Name: FRANCESCA MARCONI FERNALD Telephone: cell 603 930 9700

Could you be contacted at work? YES/NO - If so, telephone# 603 427 2070

Street address: 1000 MAPLEWOOD AVE

Mailing address (if different): _____

Email address (for clerk's office communication): francesca177@comcast.net

How long have you been a resident of Portsmouth? 51 years

Occupational background:

restaurant owner 21 years

restaurant manager 15 years

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: _____

am very interested in what happens with
treatment plant and keeping the island a
recreational area

Please list any organizations, groups, or other committees you are involved in:

Provident Bank board member

St. Thomas Aquinas Fund raising Committee

Norwich University Friends and Family

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Ruth Griffin ⁴⁷⁹ Richards Ave Portsmouth
Name, address, telephone number

2) Tracy Shattuck Pleasant Pt Dr. 603 305-0505
Name, address, telephone number PORTSMOUTH

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: Francesca E. Fernald

Date: 12/14/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: 5 Number of Meetings Absent: 2

Date of Original Appointment: 10-22-2012

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DEC 3 9 2015

Committee: Peirce Island **Renewing applicant**

Name: Lisa Louffit Telephone: 501-0278

Could you be contacted at work? YES/NO - If so, telephone# 508-561-8169

Street address: 113 Bow St.

Mailing address (if different): _____

Email address (for clerk's office communication): Lisagle@comcast.net

How long have you been a resident of Portsmouth? 4 yrs

Occupational background:

Would you be able to commit to attending all meetings? YES/ NO

Reasons for wishing to continue serving: I feel that the future of the island needs to be monitored



Please list any organizations, groups, or other committees you are involved in:

Recreation

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Steve Manson 969-6446
Name, address, telephone number

2) Richard Smith 436-8596
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

- 1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
- 2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
- 3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
- 4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
- 5. Application will be kept on file for one year from date of receipt.

Signature: Lisa Louttit Date: 12/28/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/17

Annual Number of Meetings: 5 Number of Meetings Absent: 1

Date of Original Appointment: _____

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DL 07 2012

Committee: PEIRCE ISLAND COMMITTEE

Renewing applicant

Name: STEVEN MARISON Telephone: 969-6446

Could you be contacted at work? YES/NO - If so, telephone# NA

Street address: 38 PICKERING ST.

Mailing address (if different): _____

Email address (for clerk's office communication): KURTIKASH@COMCAST.NET

How long have you been a resident of Portsmouth? 36 YRS

Occupational background:

CIVIL ENGINEERING, ARCHITECTURAL DESIGNER

PROJECT MANAGER, LANDSCAPE DESIGN

MASTER GARDENER & PROPERTY MANAGEMENT

Would you be able to commit to attending all meetings? (YES)/NO

Reasons for wishing to continue serving: HAVE CO-CHAIRED

COMM SINCE 2009 & WISH TO CONTINUE

Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) TONY PARKER, HAVEN ST 661-7428
Name, address, telephone number

2) MICHAEL DATER, PICKERING ST 436-0680
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: A.B. Ni Date: 12/4/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: 5 Number of Meetings Absent: 0

Date of Original Appointment: 3/3/2008

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DEC 04 2011

Committee: Pierce Island

Renewing applicant

Name: John McVay Telephone: 603-430-9888

Could you be contacted at work? YES/NO - If so, telephone# Retired.

Street address: 42 Hunking St Portsmouth NH

Mailing address (if different): SAME

Email address (for clerk's office communication): MCVAYJF@Comcast.net

How long have you been a resident of Portsmouth? 20yrs

Occupational background:

VP Travelers Insurance Co 31yrs

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: _____

To continue working to make Pierce Island a treasure for the city of Portsmouth



Please list any organizations, groups, or other committees you are involved in:

Friends of South end. Board.
Ducks Unlimited.

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

~~59 Manning~~ 603-860-1671

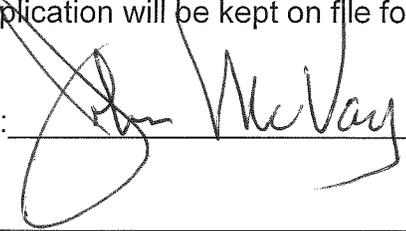
1) Joe Capobianco 199 Gates Street, Portsmouth
Name, address, telephone number

603-205-0172

2) Preb Leonardi 59 Manning Street Portsmouth
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 12/7/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: 5 Number of Meetings Absent: 2

Date of Original Appointment: 11/16/2009

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DEC 21 2012

Committee: Peirce Island Committee **Renewing applicant**

Name: Sylvia Olson Telephone: 781-301-1196

Could you be contacted at work? YES/NO If so, telephone# retired

Street address: 41 Newcastle Ave. # 3

Mailing address (if different): same

Email address (for clerk's office communication): ~~SNOW~~ SNOW mt 106@yahoo.com

How long have you been a resident of Portsmouth? 9 yrs.

Occupational background:
see Attached

Would you be able to commit to attending all meetings? YES/NO YES

Reasons for wishing to continue serving:
see attached



Please list any organizations, groups, or other committees you are involved in:

see attached

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) see attached
Name, address, telephone number
2) see attached
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
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3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 12/17/2015

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017
Annual Number of Meetings: _____ Number of Meetings Absent: 0
Date of Original Appointment: 8/17/2015

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

Sylvia Olson
41 Newcastle Ave. #3
Portsmouth, NH 03801

Application for Peirce Island Committee Addendum

December 17, 2015

Occupational Background:

I worked for 18 years for the City of Rochester, NY, as a Senior Personnel Analyst. Parks and Recreation was one of my departments, so I was very familiar with the work performed by members of the Parks Department. I was responsible for the employment, payroll, and civil service functions for Parks and Recreation employees. The department administered numerous city parks of all sizes, more than a dozen recreation facilities, and two gigantic operational Victorian cemeteries. The Forestry division maintained thousands of trees lining the streets and in the parks. My other departments included Public Housing, Finance, and the Library. I also participated in the hiring of police, firefighters, and 911 operators, as well as many other job titles.

Having worked for 23 years total in community, public, and social services, I took a break from that, and now work in retail.

Experience relevant to the Peirce Island Committee:

I have no direct experience with the Committee. I've already mentioned, I have a good deal of knowledge and experience with parks, recreation, and forestry operations and administration. I also have a good deal of experience attending and conducting goal-oriented meetings. I walk around Peirce Island regularly, and it's one of my favorite spots in Portsmouth.

Reasons for continuing to serve on the committee:

There's a lot going on with the all the work on the wastewater treatment plant. I like to be part of the community voice in that regards. And I just love the island.

Other organizations I'm involved in:

I'm a volunteer with the *Seacoast Science Center* and the *Portsmouth Discovery Center* (Portsmouth Historical Society.) I am a volunteer for the Adopt-A-Spot program, maintaining (with my neighbors), the Humphrey's Court Community Garden. I'm a member of **Friends of the South End**.

References:

Steve McGrath 39 Newcastle Ave. Portsmouth, NH 603-436-3385

Mr. Harold Whitehouse Humphrey's Court You know the guy. He's my neighbor.



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: Peirce Island **Renewing applicant**

Name: Stephen G. Philp Telephone: 603 436-2328

Could you be contacted at work? YES/NO - If so, telephone# 603-498-7942

Street address: 39 Spring St

Mailing address (if different): _____

Email address (for clerk's office communication): sgphilp@comcast.net

How long have you been a resident of Portsmouth? 35 yrs.

Occupational background:
IT - project management

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: _____
I would like to preserve
the Island for recreation
of residents, especially
with impending update of
water treatment plant.



Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Richard Smith via CREA. 436-8590
Name, address, telephone number

2) Steve Harrison @ 603-969-6444
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 1/4/2016

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: _____

Annual Number of Meetings: _____ Number of Meetings Absent: _____

Date of Original Appointment: _____

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information
Please submit resume' along with this application*

Committee: Peirce Island

JAN 12 2016
Renewing applicant

Name: John Simon Telephone: (603) 905-5474

Could you be contacted at work? YES/ NO - If so, telephone# (603) 205-5474

Street address: 72 Atkinson Street

Mailing address (if different): PO Box 1090

Email address (for clerk's office communication): john@wardpraxis.com

How long have you been a resident of Portsmouth? 20+ years

Occupational background:

writer and editor

Would you be able to commit to attending all meetings? YES/ NO

Reasons for wishing to continue serving: Concern for preservation of the

island as a place of natural beauty

Please list any organizations, groups, or other committees you are involved in:

Portsmouth Poet Laureate Program

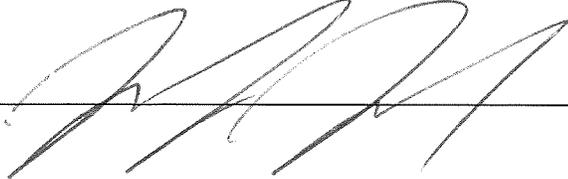
Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) James Ritzo (603) 828-5420
Name, address, telephone number

2) Helen Steele (603) 498-0726
Name, address, telephone number

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Signature:  Date: JANUARY 12, 2016

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/19

Annual Number of Meetings: 5 Number of Meetings Absent: 0

Date of Original Appointment: 3/1/2010

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

Committee: Peirce Island

DEC 17 2015

Renewing applicant

Name: RICHARD A. Smith Telephone: 603-502-0570 cell

436-8895 home

Could you be contacted at work? YES/NO - If so, telephone# 603-436-8596 x102 9-11
12-2 pm

Street address: 93 HIGH ST #1 03801

Mailing address (if different): _____

Email address (for clerk's office communication): RICHARD @ Cuzin RICHARD . com

How long have you been a resident of Portsmouth? SINCE 1975

Occupational background:

CUZIN RICHARD Enterkinmb since 1975/76 - Portsmouth to current

SUBSTITUTE teacher Portsmouth schools since 2005 - current

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: I love Peirce Island

Myra Foley put me on original committee, we have a
GREAT committee of volunteers
I am co-chair of Sheep Mountain,



Please list any organizations, groups, or other committees you are involved in:

Portsmouth Rotary

S.A.P.C.

GREEN MOUND

NH SIERRA CLUB

Defenders of Wild Life

THE MOST ART ORGANIZATIONS OF THE SEACOAST

HARBOR ARTS - RISED MONEY + TURNED IN PAID ISSUES

Please list two character references not related to you or city staff members:

(Portsmouth references preferred)

1) Bob Marchewka 436-3949 661-4880, sunny volunteer etc

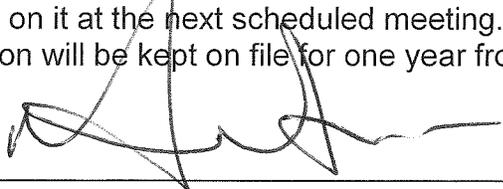
Name, address, telephone number
Lee Schuelte 207-439-0039

2) Ted Alex 205-1806

Name, address, telephone number
Silvia TAMBER - Portsmouth 436 7800

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Signature:  Date: 12-14-15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: 5 Number of Meetings Absent: 1

Date of Original Appointment: 1/22/2007

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DEC 18 2015
Renewing applicant

Committee: Pierce Island

Name: Marc Stettner Telephone: 603-431-2577

Could you be contacted at work? YES NO - If so, telephone# 207-438-3989

Street address: 91 Fairview Ave

Mailing address (if different): _____

~~no change~~
Email address (for clerk's office communication): IJISCOD@Mindspring.com

How long have you been a resident of Portsmouth? 10 yrs

Occupational background:
Naval architect (Shipyard)
Merchant Marine officer

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to continue serving: Great cause & enjoy
working with other committee members.

OVER
➔

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) Mike Russo, 445 Shapleigh Rd, Lebanon, ME 04027 (207) 651-0987
Name, address, telephone number

2) Kamila Zlotosch, Farview Ave, Portsmouth NH (605) 373-0831
Name, address, telephone number 05801

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Signature:  Date: 12/18/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: 5 Number of Meetings Absent: 1

Date of Original Appointment: 12/3/2012

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

Committee: PIRCE Island Committee

DEC 18 2015
Renewing applicant

Name: William TOWNSEND

H. 603-433-6286

Telephone: M. 603-498-1051

Could you be contacted at work? YES/NO - If so, telephone # N/A

Street address: 161 Wiliard St

Mailing address (if different): —

Email address (for clerk's office communication): TOWNSENDBillJ@GMAIL.COM

How long have you been a resident of Portsmouth? 25 years

Occupational background:

General Administration and financial management CFO
at a non-profit association for 30 years.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: I have enjoyed working with
the other members of the committee and the opportunity
to learn more about the needs of the Island. It is
rewarding to serve on the committee and have the chance
to serve Portsmouth.

OVER

Please list any organizations, groups, or other committees you are involved in:

I maintain memberships with the Seacoast Artists Association (SAA), the Kittery Artists Association (KAA) and the Plymouth Guild for the Arts (Plymouth, MA).

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Donald Tirabassi - 271 Lafayette Rd - Portsmouth - 603.436.9352
Name, address, telephone number

2) Sally Mulhern - 60 Pinehurst Rd - Portsmouth - 603-436-1211
Name, address, telephone number

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Signature: W Downsend Date: 12.14.2015

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017

Annual Number of Meetings: _____ Number of Meetings Absent: 0

Date of Original Appointment: 8/17/2015

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

DEC 09 2015

Committee: PEIRCE ISLAND COMMITTEE **Renewing applicant**

Name: HAROLD WHITEHOUSE Telephone: (603) 436-8485

Could you be contacted at work? YES/NO - If so, telephone# NO RETIRED

Street address: 58 HUMPHREY CT.

Mailing address (if different): SAME AS ABOVE

Email address (for clerk's office communication): _____

How long have you been a resident of Portsmouth? LIFE!!!

Occupational background:
HERALD (PRESSMAN) / PORTSMOUTH
NAVAL SHIPYARD (RETIRED)

Would you be able to commit to attending all meetings? YES/NO **YES**

Reasons for wishing to continue serving: MISSION STATEMENT! - TO
ENCOURAGE THE USE AND ENHANCEMENT OF PEIRCE
ISLAND IN THE MANNER WHICH MAXIMIZES THE VALUE AND
USE OF THE ISLAND FOR THE RESIDENTS OF THE CITY
OF PORTSMOUTH, WHILE MINIMIZING THE IMPACT ON
THE ENVIRONMENT CONDITION AND NATURAL
BEAUTY OF THE ISLAND



Please list any organizations, groups, or other committees you are involved in:

700 NUMBERS TO MEXICO

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) RAY PHILPBRIK - SHEFFIELD RD. (436-4629)
Name, address, telephone number
- 2) NANCY CLAYBURGH 405 F.W. HARTFORD DR. (436-6525)
Name, address, telephone number

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Signature: Harold Whitehouse Date: 12/8/15

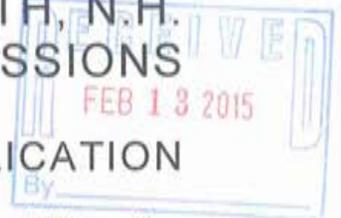
CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017
Annual Number of Meetings: 5 Number of Meetings Absent: 1
Date of Original Appointment: 3/3/2008

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS



APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: PLANNING BOARD ALTERNATE Initial applicant

Name: JODY RECORD Telephone: 603-988-9865

Could you be contacted at work? YES/NO If so, telephone# 603-962-1462

Street address: 1102 ROCKLAND ST #1 PORTSMOUTH

Mailing address (if different): _____

Email address (for clerk's office communication): WRITE NOW 31@YAHOO.COM

How long have you been a resident of Portsmouth? 44 YEARS

Occupational background:

WRITER/EDITOR - PRESENT 20+ YEARS

REAL ESTATE AGENT - 13 YEARS / 10 PORTSMOUTH

Please list experience you have in respect to this Board/Commission:

NOT SURE WHAT KIND OF EXPERIENCE IS NEEDED
BUT AM FAMILIAR WITH HOUSING RELATED ISSUES
FROM REAL ESTATE CAREER - DEVELOPMENT, DENSITY,
LDT SIZES, ETC.



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: PORTSMOUTH IS MY HOME. I BELIEVE I'D GIVING
BACK I'VE BEEN A LIBRARY TRUSTEE FOR NINE YEARS
AND IT'S TIME TO CYCLE OFF. BUT I WOULD LIKE
TO STAY INVOLVED.

Please list any organizations, groups, or other committees you are involved in:

PORTSMOUTH LIBRARY TRUSTEE
PAST PRESIDENT OF SCOTT PARK ARTS FESTIVAL

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Phyllis Eldridge, 50 School St, 431-1293
Name, address, telephone number

2) CAROL CASTELLO, 1160 ROCKLAND ST 275-2710
Name, address, telephone number

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Signature: Dorothy Beckwith Date: 2/12/15

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application

Committee: Planning Board

DEL 07 2015
Renewing applicant

Name: Elizabeth Moreau Telephone: 603 591-3453 cell

Could you be contacted at work? YES NO - If so, telephone# 603 232 4241

Street address: 18 McDonough Street

Mailing address (if different): same

Email address (for clerk's office communication): bmoreau@greatoak-ne.com

How long have you been a resident of Portsmouth? 15 years

Occupational background:

Residential Real Estate Title Attorney

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to continue serving: I have enjoyed serving on the planning board and feel I have been able to contribute to furthering enhancement of our community.

Please list any organizations, groups, or other committees you are involved in:

CIP sub committee , Seacoast Board of Realtors
Islington Creek Neighborhood, Seacoast Womens Network
Board of Director Haven , Member of Prohibitors
Board of Director Pam Zia del Memorial Scholarship fund

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) John Ricci, 225 Banfield Rd Portsmouth 603-234-9932
Name, address, telephone number

2) John Rice, 460 Fw Hartford Dr. Portsmouth 603-498-4034
Name, address, telephone number

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Signature:  Date: 12/5/15

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2018

Annual Number of Meetings: 19 Number of Meetings Absent: 0
2015

Date of Original Appointment: 1/7/2013

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: PHD Initial applicant

Name: Thomas G. Ferrini Telephone: 603-436-0287

Could you be contacted at work? YES/NO If so, telephone # 603-742-5222

Street address: 69 Taft Road, Portsmouth, NH 03801

Mailing address (if different): nlc

Email address (for clerk's office communication): tgferrini@wbtblaw.com

How long have you been a resident of Portsmouth? most of my life

Occupational background:

Attorney
Elected Official
Manager

Please list experience you have in respect to this Board/Commission:

I have substantial legal and public
service experience with public
housing issues.

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 I can assist the PHA with my background and considerable interest in public housing. I believe public housing very important for our community

Please list any organizations, groups, or other committees you are involved in:
see attached resume

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) Jack Black, Mayor 603-828-4491
Name, address, telephone number
- 2) Steven Webb Willard Ave Portsmouth 436-8209
Name, address, telephone number

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Signature: [Signature] Date: 1/14/16

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 Jenkins Avenue, Portsmouth, NH 03801
(1/14/2016)

Thomas G. Ferrini

LEADERSHIP WITH VISION,
STRATEGY AND EXECUTION

69 Taft Road • Portsmouth, NH 03801 • W: (603) 742-5222 • C: (603) 312-5882 • tgferrini@wbtblaw.com

Multidimensional Community Leader and Attorney with extensive proven capability in the following areas:

- Public sector budgeting and finance
- Financial/organization strategy
- Broad legal knowledge of governmental agencies, regulation, labor and business practices
- Change management
- Strategic management
- Leadership with community stakeholders
- Business, injury and workers' compensation litigation

COMMUNITY LEADERSHIP

Mayor, City of Portsmouth, NH

2008-2011

As mayor for four years presided over major zoning revision, passage and commencement of construction of a middle school, community center, water treatment plant and numerous other capital projects. City enjoyed top bond ratings, despite considerable financial pressures in 2008 recession. Won mayoral re-election with 74.5% of the vote; highest in City's history. Proven manager, public/private leader with strategic planning skills and the ability to blend differing views for effective action.

Assistant Mayor
City Councilor

2005-2007
2003-2005

Past Chairman, Portsmouth Economic Development Commission
Past Planning Board Member
Elected to two terms as Ward 4 Moderator, Portsmouth
Past Member, Board of Directors-Ballet of New England
Past Member, Board of Trustees-Great Bay Services
Past Chairman, United Way of Strafford County
Past Member, Rotary Clubs of Dover and Portsmouth

State of New Hampshire Commissions

Twice appointed to duties as a Commissioner by Governor Lynch. Was appointed to the Gaming Study Commission, which performed a comprehensive, well-received analysis of the pros and cons of gaming in New Hampshire. Appointed the Chairman of the Gaming Regulatory Oversight Authority charged with developing a licensing, regulatory and enforcement model should the legislature have passed a gaming bill. The Commission heard substantial technical information on how to license, implement and regulate gaming and made its recommendation to the Executive Council.

LEGAL EXPERIENCE

Wyskiel, Boc, Tillinghast & Bolduc, P.A., Dover, NH
Director 2008-present
Attorney 2003-present

Attorney who grasps implications of critical and multilayered legal issues. Effective at strategizing and creating action plans for large cases to maximize client success. Effective at creating matrix of experts suited to particular cases.

For more than twenty-five years provided legal representation to businesses and individual clients. Focused representation and responsiveness with creative solutions to client's legal challenges.

- Business representation as an advisor, litigation in the courts and state and federal agencies
- Considerable experience in insurance law and risk management
- Injury, employment and workers' compensation litigation

Mittelholzer, Ferrini & Dibble, P.A. (and predecessors), Dover, NH 1996-2003
Attorney

- Business insurance carrier representation and litigation
- Injury and workers' compensation representation

Ouellette, Hallisey, Dibble & Tanguay, P.A., Dover, NH 1992-1996
Associate Attorney

- Business and insurance claim representation
- Insurance defense practice in variety of litigation

Sizemoore Professional Association 1991
Associate Attorney

Joseph A. Ritzo, PC 1989-1991
Associate Attorney

AWARDS

Eileen D. Foley Humanitarian Award
Friends Forever, Portsmouth

EDUCATION

BA, History, Cum Laude, University of New Hampshire, Durham, NH 1980
JD, Vermont Law School, South Royalton, VT 1988



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: TRANSPORTATION SERVICES COMMISSION DEC 29 2015 **Renewing applicant**

Name: PETER P BRESCIANO Telephone: 603 498-3122

Could you be contacted at work? YES/NO - If so, telephone# N/A

Street address: 101 O'LEARY PLACE PORTSMOUTH NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): PPIBCHIEF@YAHOO.COM

How long have you been a resident of Portsmouth? 1981 - PRESENT

Occupational background:

7 YEARS USMC

26 YEARS USAF

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: THERE IS A NEED FOR
CITIZEN VOLUNTEER TO SIT ON THIS
COMMISSION.



Please list any organizations, groups, or other committees you are involved in:

LISTED ON PREVIOUS APPLICATIONS

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) MR JOHN P. MCGEE 436 5360
Name, address, telephone number

2) MR. JOE WILLER 767 9546
Name, address, telephone number

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Signature:  Date: 29 DEC 2015

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/17

Annual Number of Meetings: 13 Number of Meetings Absent: 0

Date of Original Appointment: 2/23/1998

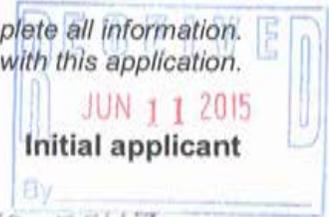
Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.



Committee: Trees and Public Greenery

Name: Daniel Umbro Telephone: 603-770-5547

Could you be contacted at work? YES/NO If so, telephone # _____

Street address: 21 Wall's Road, Portsmouth, NH

Mailing address (if different): _____

Email address (for clerk's office communication): umbro.daniel@gmail.com

How long have you been a resident of Portsmouth? Officially - 1 year
Unofficially - 2 years 3 months

Occupational background:

I work in the online marketing field, currently
as a Digital Marketing Strategist at Northeast
Credit Union.

Please list experience you have in respect to this Board/Commission:

I ran and operated my own landscaping business
in high school for two years.



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: After participating in Portsmouth Listens Master Plan study Circles I became interested in ^{volunteering} for a board/commission. This particular committee seemed like a good fit considering my experience and interests.

Please list any organizations, groups, or other committees you are involved in:

Portsmouth Listens Steering Committee

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Jim Novcas, 500 Market Street, Portsmouth 431-7164
Name, address, telephone number

2) Rebecca Perkins, 37 Langdon Street, Portsmouth 793-1076
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:  Date: 6/10/15

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

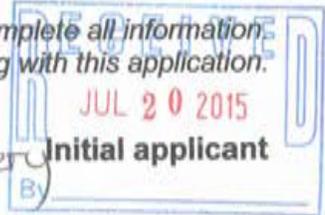
Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.



Committee: Trees and Public Greenery

Name: Joan Walker Telephone: 781-999-0988

Could you be contacted at work? YES/NO If so, telephone# Retired

Street address: 295 Thornton Street

Mailing address (if different): _____

Email address (for clerk's office communication): jmwalker643@gmail.com

How long have you been a resident of Portsmouth? 1 year

Occupational background:

Teacher/Administrator Carroll
School, Lincoln, MA 17 years
Overly Publishing Co 9 years

Please list experience you have in respect to this Board/Commission:

- Avid gardener for 40+ years
- Landscape Committee member,
Greenridge Condominiums
for 8 years.
- Visited numerous botanical gardens
in U.S. and Europe.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO NO

Would you be able to commit to attending all meetings? YES/NO YES

Reasons for wishing to serve: I recognize the importance of appropriate trees and other plantings along city streets in creating an attractive, liveable environment.

Please list any organizations, groups, or other committees you are involved in:

None so far in Portsmouth

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

1) Don Wuckoff, 135 Sparhawk 603-235-9224
Name, address, telephone number

2) Bonita Cook, 117 Burkitt 603-498-2858
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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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: July 16, 2015

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information
Please submit resume' along with this application*

DEC 07 2015

Committee: Board of Trustees of the Trust Funds **Renewing applicant**

Name: Thomas R. Watson Telephone: 603.431.0986

Could you be contacted at work? YES/~~NO~~ - If so, telephone # 603.433.3317 x 213

Street address: 200 Newcastle Avenue, Portsmouth, NH 03801

Mailing address (if different): PO Box 1106, Portsmouth, NH 03802

Email address (for clerk's office communication): twatson@dwmlaw.com

How long have you been a resident of Portsmouth? 1983-1994, 1998-Present

Occupational background:

I have practiced law in the City of Portsmouth since 1979, shortly after graduating from law school. See attached curriculum vitae for listing of firms.

Would you be able to commit to attending all meetings? YES/~~NO~~

Reasons for wishing to continue serving: I have very much enjoyed serving as a Trustee since January 2012 and am grateful that I have been able to contribute to the community as a member of this Board. I am particularly interested in staying involved as the Trustees embark on a strategic planning process which will help set the long-range goals and direction of Prescott Park.

Please list any organizations, groups, or other committees you are involved in:

Portsmouth Athenaeum (Member, Board of Directors and immediate past President)

Strawberry Banke Museum (Member, National Council)

New Hampshire Association for Justice (Member, Board of Governors)

American Association for Justice (Member, Board of Governors)

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

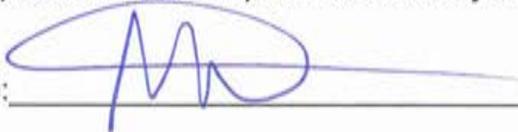
1) James G. Nouras, Jr., 64 Thatcher Road, Portsmouth, NH 03801 603.436.8378
Name, address, telephone number

2) Joseph F. Keefe, PO Box 648, Rye Beach, NH 03871 603.501.7301 or 603.674.7661
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: _____



Date: _____

12/2/2015

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 01/01/2019

Annual Number of Meetings: 22 (2017) Number of Meetings Absent: 0

Date of Original Appointment: 12/19/2011

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

DEC 29 2015

Committee: Zoning Board of Adjustment **Initial applicant**

Name: Peter McDonell Telephone: (207) 776-5643

Could you be contacted at work? YES NO If so, telephone # (207) 400-8123

Street address: 54 Mason Ave., Portsmouth NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): pjmcdonell@gmail.com

How long have you been a resident of Portsmouth? 3.5 years

Occupational background:

I am a real estate attorney at the Portland, Maine law firm

Perkins Thompson.

Please list experience you have in respect to this Board/Commission:

For the past eight years, I have represented businesses and
individuals in the acquisition, financing, development, operation,
leasing, and sale of real estate, including commercial,
residential, and industrial properties. My real estate experience
translates directly to the sort of work engaged in by the
members of the ZBA.

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 moved to Portsmouth from Portland a few years ago, and have been looking for opportunities to (a) become more involved in the community, and (b) use my real estate background for the public good. Service on the ZBA would help me to achieve both of those goals.

Please list any organizations, groups, or other committees you are involved in:

I am a member of the New Hampshire and Maine Bar Associations.

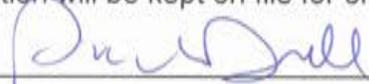
I also volunteer for Portland Trails, a non-profit urban land trust, and have been attending the recent meetings of Portsmouth Smart Growth for the 21st Century.

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)

- 1) Melissa Murphy; One Canal Plaza, Portland, ME 04112; (207) 774-2635
Name, address, telephone number
- 2) Craig Laskoski; 90 Burkitt St., Portsmouth, NH 03801; (207) 752-2975
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: December 23, 2015

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

Peter J. McDonell

54 Mason Avenue
Portsmouth, NH 03801

(207) 776-5643

pjmcdonell@gmail.com

EXPERIENCE

- PERKINS THOMPSON, P.A., Portland, Maine
Attorney; April 2007 – present (Summer Associate; May 2006 – July 2006)
Represent businesses and individuals in the acquisition, financing, development, operation, leasing, and sale of real estate, including commercial, residential, and industrial properties.
- UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, Detroit, Michigan
Intern for Magistrate Judge Paul J. Komives; May 2005 – August 2005
Researched and drafted judge's reports and recommendations.
- UNIVERSITY OF MICHIGAN LAW LIBRARY, Ann Arbor, Michigan
Reference Desk Assistant, Phone Page; May 2005 – September 2005
Provided patrons with reference, research and informational assistance; retrieved research materials for law professors.

EDUCATION

- THE UNIVERSITY OF MICHIGAN LAW SCHOOL, Ann Arbor, Michigan
J.D., December 2006
- ADRIAN COLLEGE, Adrian, Michigan
B.A., Biology, December 2003

BAR ADMISSIONS

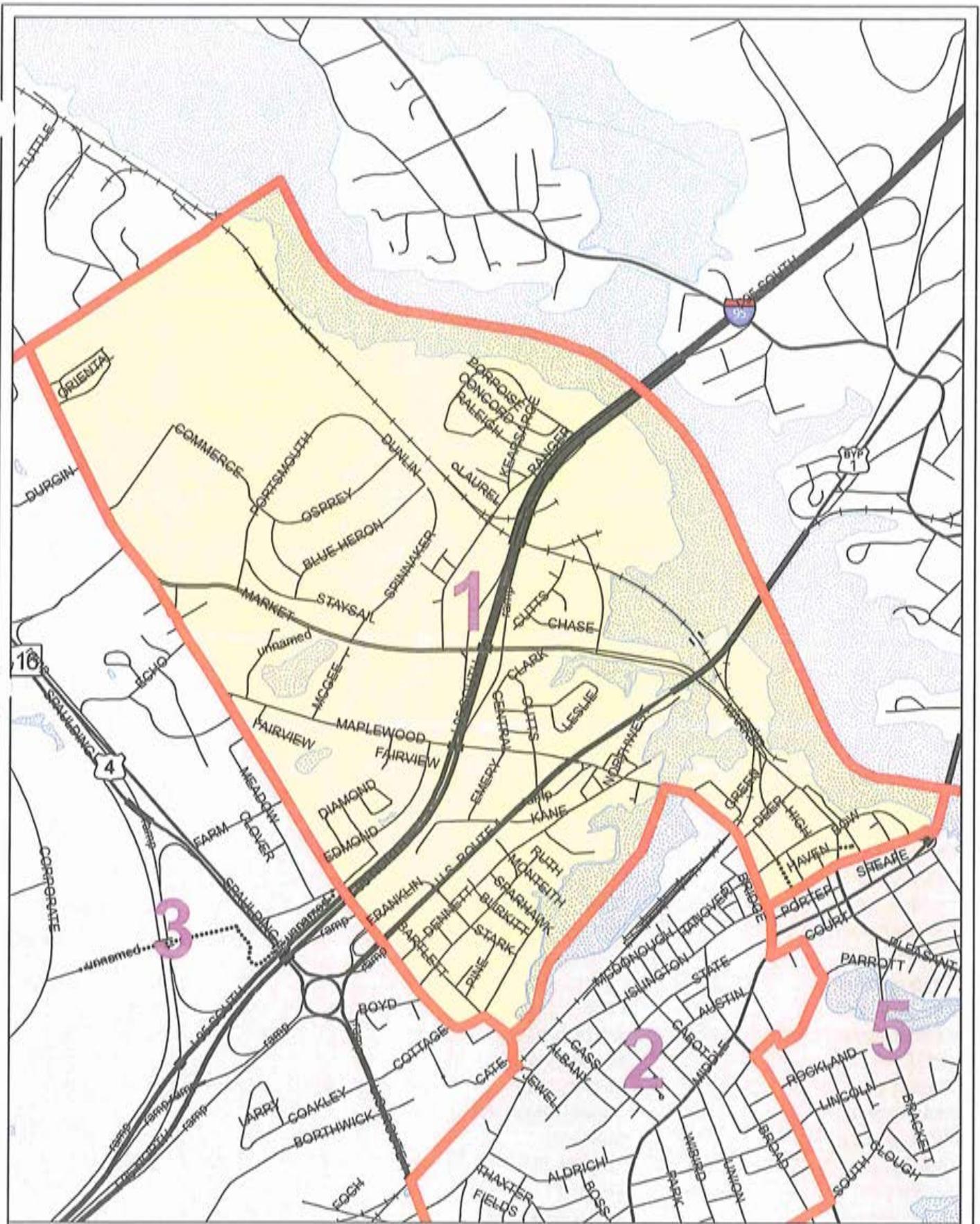
- Maine, 2007
- New Hampshire, 2013

AFFILIATIONS

- American Bar Association; Maine State Bar Association; New Hampshire Bar Association; Maine Real Estate and Development Association

COMMUNITY / PUBLIC SERVICE

- Maine Volunteer Lawyers Project; Portland Trails; Maine Audio Information and Reading Service



The City of Portsmouth provides these Geographic Information System maps and data as a public information service. Every reasonable effort has been made to assure the accuracy of these maps and associated data. The maps and data being provided herein are intended for informational purposes only. No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.

0 0.25 Miles
 1 inch = 1,500 feet

Ward 1

12/15/2015

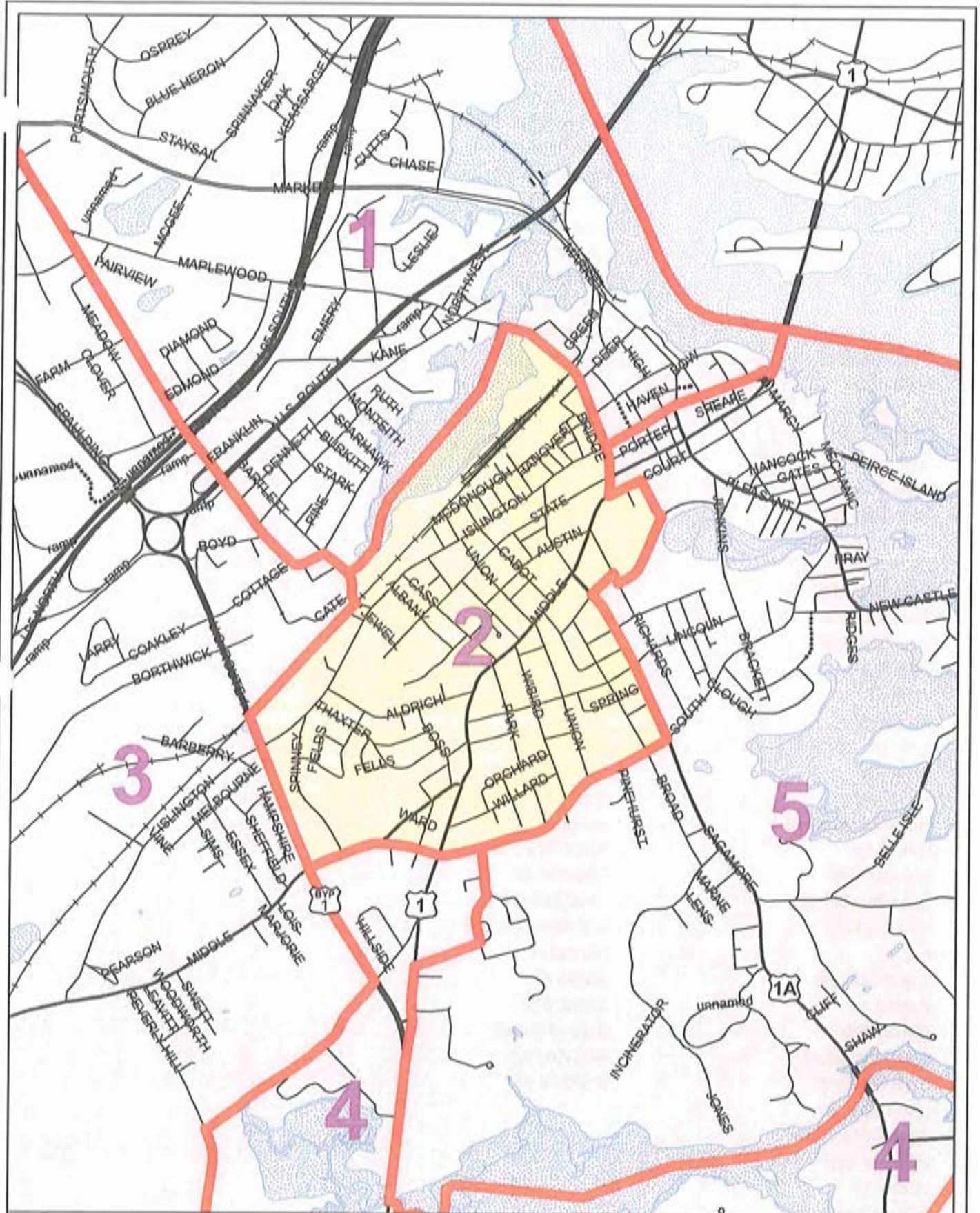
Map prepared by Portsmouth Department of Public Works

WARD 1 STREETS

ALBACORE WAY
ALDER WAY
ASHLAND ST
BARTLETT ST
BEDFORD WAY
BEECHWOOD ST
BIRCH ST
BLUE HERON DR
BOW ST
BRIGHAM LN
BURKITT ST
CENTRAL AVE
CERES ST
CHAPEL CT
CHAPEL ST
CHASE DR
CLARK DR
CLINTON ST
COMMERCE WAY
COMMERCIAL ALY
CONCORD WAY
CONGRESS ST
CRESCENT WAY
CUTTS AVE
CUTTS ST
DANIEL ST
DEARBORN LN
DEARBORN ST
DEER ST
DENNETT ST
DIAMOND DR
DUNLIN WAY
EDMOND AVE
EMERY ST
FAIRVIEW AVE
FAIRVIEW DR
FALKLAND PL
FLEET ST
FOREST ST
FRANKLIN DR
GOSLING RD
GRANITE ST
GREEN ST
HANOVER ST
HAVEN CT
HIGH ST

HUNTERS HILL AVE
I-95 NORTH
I-95 SOUTH
JACKSON HILL ST
KANE ST
KEARSARGE WAY
LADD ST
LAUREL CT
LESLIE DR
MANGROVE ST
MAPLEWOOD AVE
MARKET SQ
MARKET ST
MARSH LN
MCGEE DR
MEREDITH WAY
MICHAEL SUCCI DR
MILL POND WAY
MONTEITH ST
MYRTLE AVE
NORTH SCHOOL ST
NORTHWEST ST
OAK ST
O'LEARY PL
ONYX LN
OPAL AVE
ORANGE ST
ORIENTAL GDNS
OSPREY DR
PENHALLOW ST
PINE ST
PORPOISE WAY
PORTSMOUTH BLVD
PORTWALK PL
PREBLE WAY
PROSPECT ST
RALEIGH WAY
RANGER WAY
RAYNES AVE
ROCKINGHAM AVE
RUBY RD
RUSSELL ST
RUTH ST
SANDERLING WAY
SAPPHIRE ST
SARATOGA WAY

SHEARWATER DR
SPARHAWK ST
SPINNAKER WAY
STARK ST
STAYSAIL WAY
THORNTON ST
TOPAZ PL
U.S. ROUTE 1 BYP
VAUGHAN MALL
VAUGHAN ST
WALKER ST
WHIPPLE ST
WOODBURY AVE



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0 0.25 Miles

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Ward 2

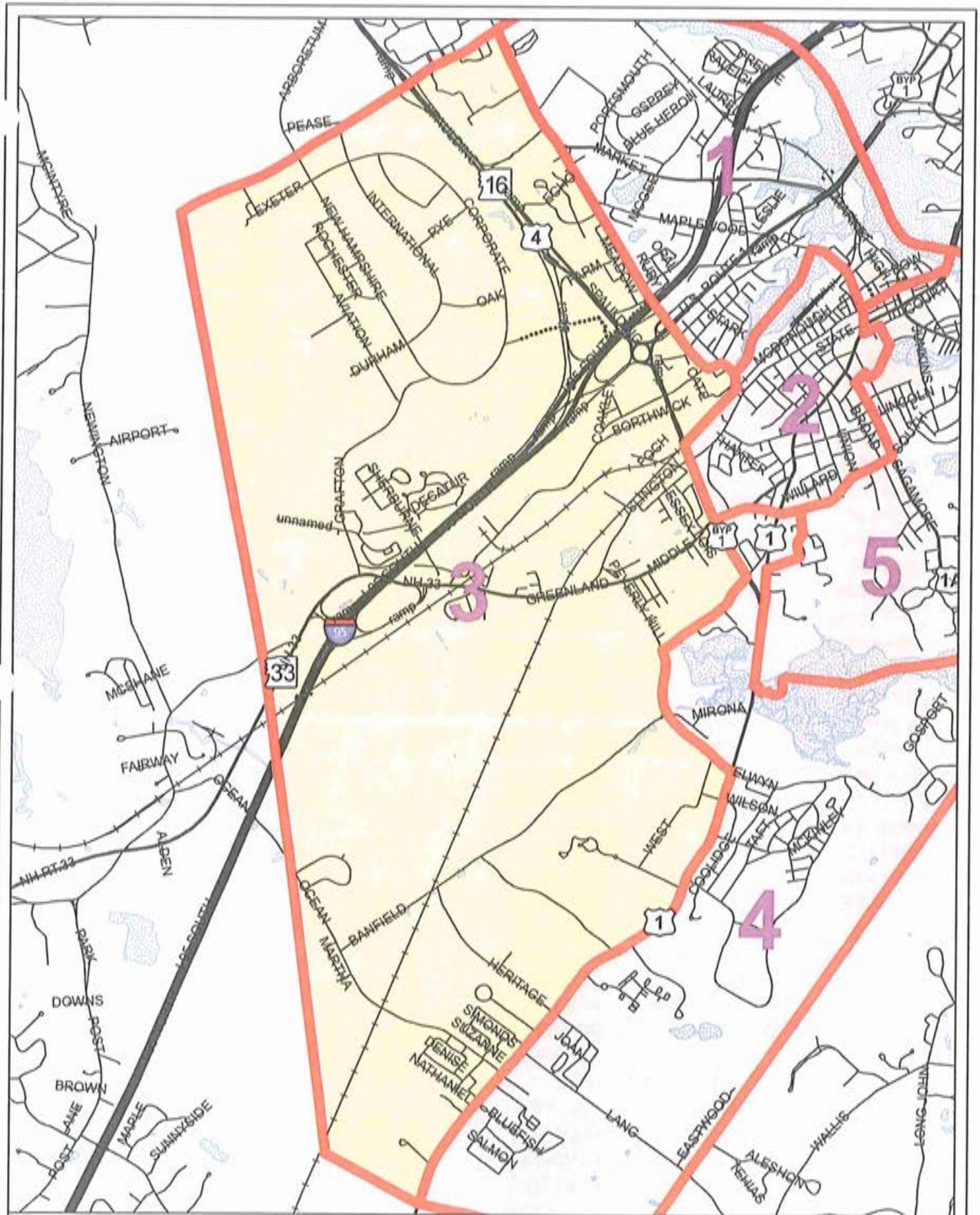
12/15/2015

Map prepared by Portsmouth Department of Public Works

WARD 2 STREETS

ALBANY ST
ALDRICH CT
ALDRICH RD
ASH ST
AUSTIN ST
AUTUMN ST
BARTLETT ST
BERSUM LN
BOSS AVE
BREWERY LN
BREWSTER ST
BRIDGE ST
BROAD ST
CABOT ST
CASS ST
CHATHAM ST
CHAUNCEY ST
CHEVROLET AVE
COFFIN'S CT
COLUMBIA CT
COLUMBIA ST
CORNWALL ST
COURT ST
DEER ST
DOVER ST
ELM CT
FELLS RD
FIELDS RD
FRENCHMAN'S LN
FRIEND ST
HANOVER ST
HAWTHORNE ST
HIGHLAND ST
HILL ST
ISLINGTON ST
JEWELL CT
JOFFRE TER
KENSINGTON RD
LAFAYETTE RD
LANGDON ST
LAWRENCE ST
LINCOLN AVE
LOVELL ST
MADISON ST
MAPLEWOOD AVE
MARK ST

MARSTON AVE
MCDONOUGH ST
MENDUM AVE
MERRIMAC ST
MIDDLE RD
MIDDLE ST
MILLER AVE
MONROE ST
OLD PARISH WAY
ORCHARD CT
ORCHARD ST
PARK ST
PARKER ST
PARROTT AVE
PEARL ST
RICHARDS AVE
ROCK ST
ROCKINGHAM ST
ROCKLAND ST
ROGERS ST
SALEM ST
SEWALL RD
SOUTH ST
SPINNEY RD
SPRING ST
STATE ST
SUDBURY ST
SUMMER ST
SUNSET RD
TANNER CT
TANNER ST
THAXTER RD
U.S. ROUTE 1 BYP
UNION ST
WARD PL
WIBIRD ST
WILLARD AVE
WILLOW LN
WINTER ST



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0 0.25 Miles



1 inch = 3,000 feet

Ward 3

12/15/2015

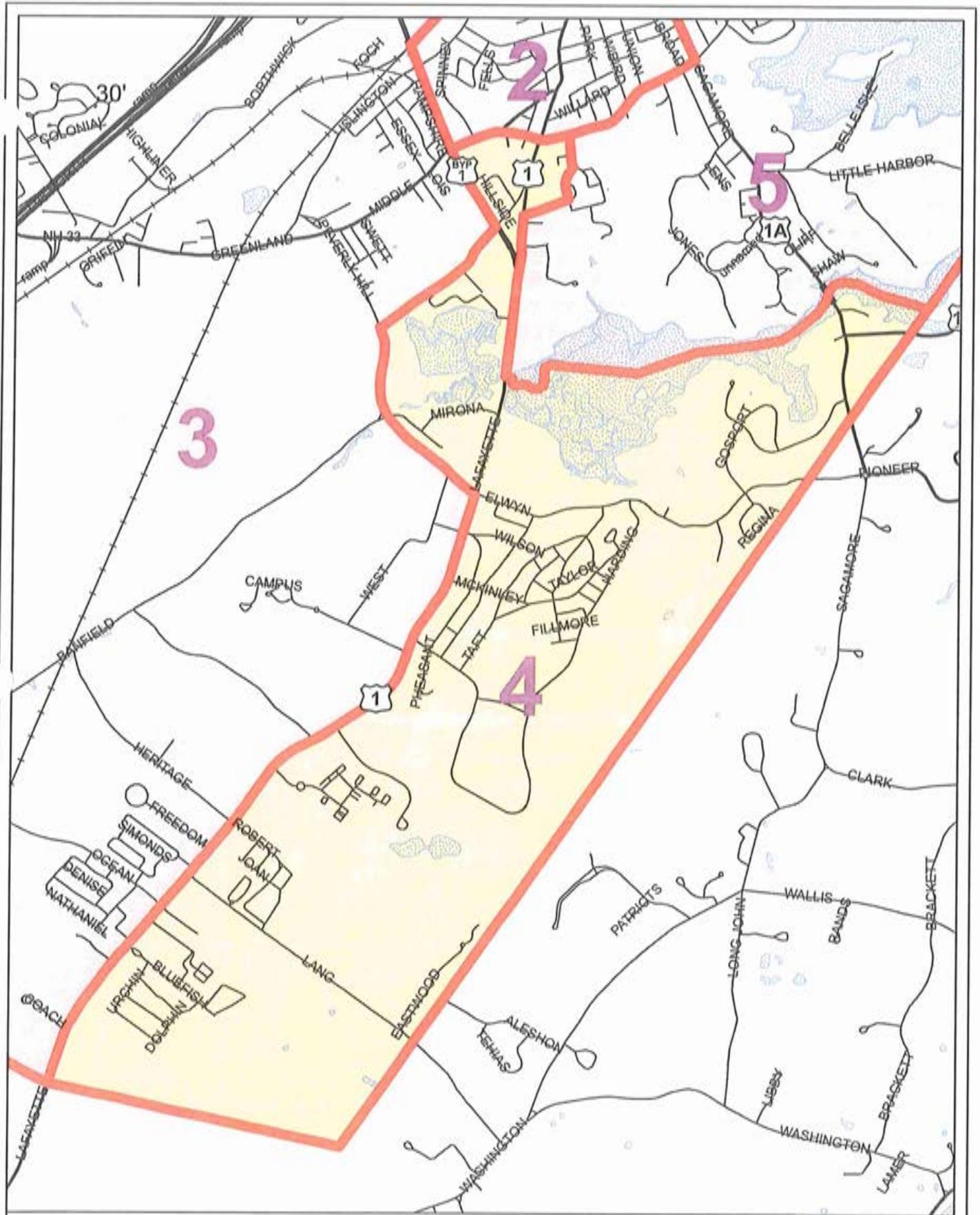
Map prepared by Portsmouth Department of Public Works

WARD 3 STREETS

AIRLINE AVE
ARTHUR F BRADY DR
ASHLAND RD
AVIATION AVE
BANFIELD RD
BARBERRY LN
BARTLETT ST
BENSON ST
BORTHWICK AVE
BOYD RD
BUCKMINSTER WAY
BURGHART ST
BUS TRANSPORTATION CTR
CAMPUS DR
CARDINAL LN
CATE ST
CENTRE ST
CLOVER LN
COACH RD
COAKLEY RD
COLONIAL DR
CONSTITUTION AVE
CORPORATE DR
COTTAGE ST
COUNTRY CLUB RD
DAVIS RD
DECATUR RD
DENISE ST
DODGE AVE
DORIS AVE
DURGIN LN
DURHAM ST
ECHO AVE
ESSEX AVE
EXETER ST
FARM LN
FLETCHER ST
FOCH AVE
FREEDOM CIR
GARDEN ST
GEORGES TER
GOOSE BAY DR
GOSLING RD
GRAFTON DR
GREENLAND RD
GREENLEAF AVE

GREENSIDE AVE
GRIFFIN RD
HALL CT
HAMPSHIRE RD
HAMPTON ST
HARVARD ST
HEATHER LN
HERITAGE AVE
HIGHLINER AVE
HILLCREST DR
HODGDON LN
HOLLY LN
I-95 NORTH
I-95 SOUTH
INTERNATIONAL DR
ISLINGTON ST
LAFAYETTE RD
LARRY LN
LEAVITT AVE
LEE ST
LOIS ST
LONGMEADOW LN
MANCHESTER SQ
MANOR DR
MAPLE ST
MARIETTE DR
MARJORIE ST
MARTHA TER
MASON AVE
MCCLINTOCK AVE
MEADOW RD
MELBOURNE ST
MIDDLE RD
MOFFAT ST
MORNING ST
NATHANIEL DR
NEW HAMPSHIRE AVE
NEWFIELDS ST
NH 33
OAK AVE
OCEAN RD
OXFORD AVE
PAMELA ST
PARK & RIDE
PATRICIA DR
PEARSON ST

PEASE BLVD
PEVERLY HILL RD
PLAINS AVE
PORTSMOUTH TRAFFIC CIR
POST RD
PRINCETON ST
ROCHESTER AVE
ROCKINGHAM AVE
RUTLAND ST
RYE ST
SCHURMAN AVE
SHEFFIELD RD
SHERBURNE RD
SIMONDS RD
SIMS AVE
SNUG HARBOR AVE
SOMERSWORTH ST
SPAULDING TPKE
STRATHAM ST
SUTTON AVE
SUZANNE DR
SWETT AVE
SYLVESTER ST
U.S. ROUTE 1 BYP
VICTORY RD
VINE ST
WALLIS RD
WBBX RD
WEALD RD
WEATHERSTONE RD
WEDGEWOOD RD
WEST RD
WHIPPLE CT
WHOLEY WAY
WINCHESTER ST
WINSOR RD
WITMER AVE
WOODBURY AVE
WOODLAWN CIR
WOODWORTH AVE
WORTHEN RD



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0 0.25 Miles
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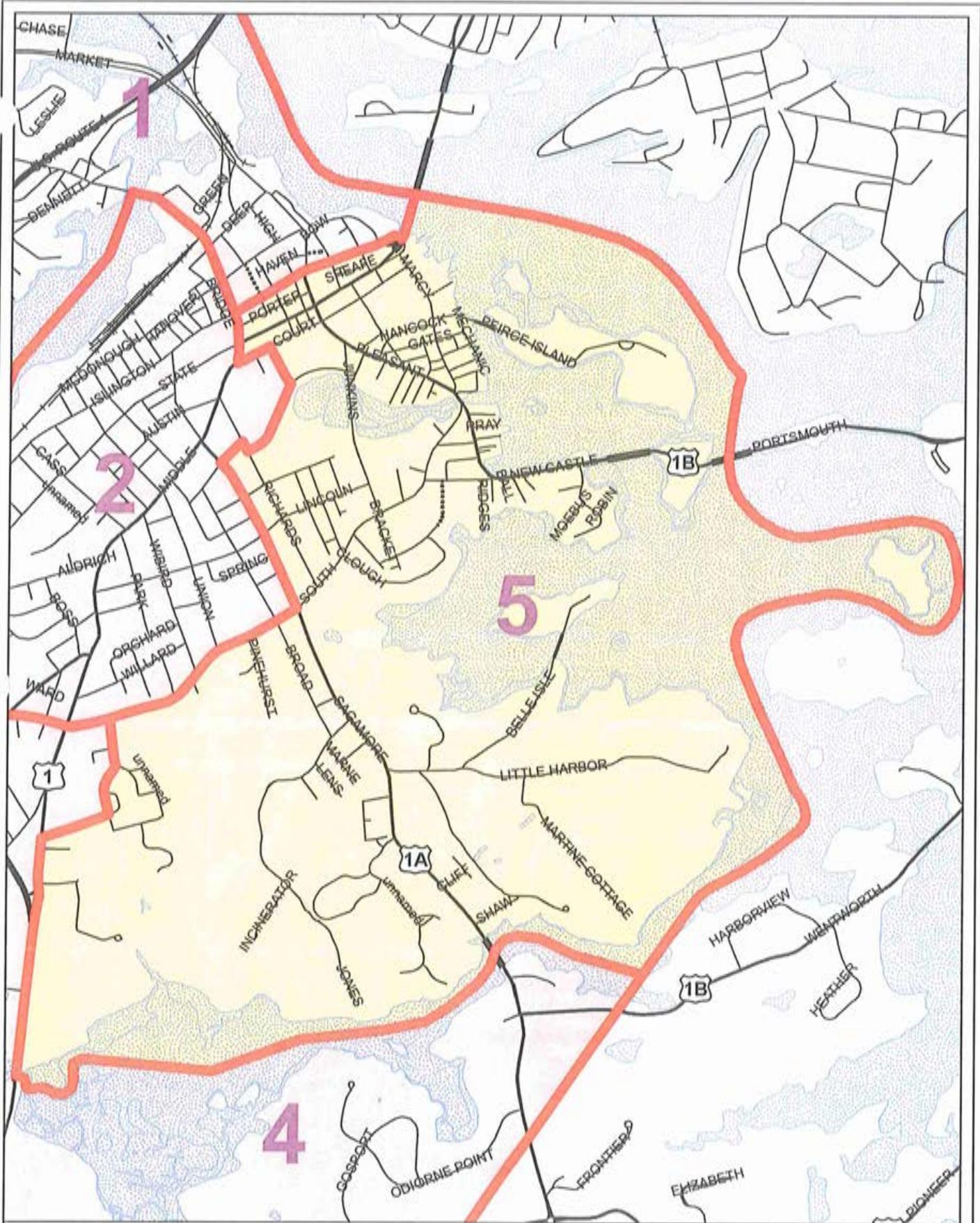
Ward 4

12/15/2015
 Map prepared by Portsmouth Department of Public Works

WARD 4 STREETS

ADAMS AVE
ANDREW JARVIS DR
ANNE AVE
ARTHUR RD
BEECHSTONE ST
BLUEFISH BLVD
CLEVELAND DR
CODFISH CORNER RD
COOLIDGE DR
DESFOSSES AVE
DOLPHIN DR
DWIGHT AVE
EASTWOOD DR
EDGEWOOD RD
ELWYN RD
ELWYN RD EXT
FILLMORE RD
FW HARTFORD DR
GARFIELD RD
GOSPORT RD
GRANT AVE
GRANT WAY
GREENLEAF AVE
GREENLEAF WOODS DR
HARDING RD
HARRISON AVE
HAYES PL
HILLSIDE DR
HOLIDAY DR
HOOVER DR
JENKINS AVE
JOAN AVE
LAFAYETTE RD
LANG RD
LONGMEADOW RD
MACKEREL AVE
MCKINLEY RD
MIDDLE RD
MIRONA RD
MONROE ST EXT
NIXON PARK
OAKWOOD DR
OCTOPUS AVE
ODIORNE POINT RD
PEVERLY HILL RD
PHEASANT LN

PIERCE PL
POLK AVE
REGINA RD
RICCI AVE
ROBERT AVE
ROCKAWAY ST
SAGAMORE AVE
SAGAMORE GRV
SALMON AVE
SHERIDAN AVE
SOUTH ST
SPRINGBROOK CIR
SQUID ST
STONECROFT RD
STRIPED BASS AVE
SUMMIT AVE
TAFT RD
TAYLOR LN
TJ GAMESTER AVE
TRUMAN PL
TUNA TER
TYLER PL
U.S. ROUTE 1 BYP
unnamed
URCHIN AVE
VAN BUREN AVE
WENTWORTH HOUSE
RD
WHITE CEDAR BLVD
WILSON RD



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0 0.25 Miles
1 inch = 1,500 feet

Ward 5

12/15/2015

Map prepared by Portsmouth Department of Public Works

WARD 5 STREETS

ANDREW JARVIS DR
ARTWILL AVE
ATKINSON ST
BALL ST
BAYCLIFF RD
BELLE ISLE RD
BLOSSOM ST
BOYAN PL
BRACKETT LN
BRACKETT RD
BROAD ST
CHAPEL ST
CHESTNUT ST
CHURCH ST
CLIFF RD
CLOUGH DR
CONGRESS ST
COURT PL
COURT ST
CURRIER'S CV
CUSTOM HOUSE CT
DANIEL ST
DRIFTWOOD LN
DUTTON AVE
EDWARD ST
ELWYN AVE
FERNALD CT
FLEET ST
FRANKLIN ST
GARDNER ST
GATES ST
GRAY'S LN
HANCOCK ST
HAVEN RD
HOLMES CT
HOWARD ST
HUMPHREY'S CT
HUNKING ST
INCINERATOR RD
JOHNSON CT
JONES AVE
JUNKINS AVE
KENT ST
LAFAYETTE RD
LEDGEWOOD DR
LENS AVE

LINCOLN AVE
LITTLE HARBOR RD
LIVERMORE ST
LOOKOUT LN
MANNING ST
MARCY ST
MARKET SQ
MARNE AVE
MARTINE COTTAGE RD
MCNABB CT
MECHANIC ST
MEETING HOUSE HILL RD
MELCHER ST
MIDDLE ST
MILLER AVE
MOEBUS TER
MT VERNON ST
NEW CASTLE AVE
PARROTT AVE
PARTRIDGE ST
PEIRCE ISLAND RD
PENHALLOW ST
PICKERING AVE
PICKERING ST
PINEHURST RD
PLEASANT POINT DR
PLEASANT ST
PORTER ST
PRAY ST
RAND CT
RICHARDS AVE
RICHMOND ST
RIDGES CT
ROBIN LN
ROCKLAND ST
ROGERS ST
SAGAMORE AVE
SALTER ST
SCOTT AVE
SHAW RD
SHEAFE ST
SHERBURNE AVE
SOUTH MILL ST
SOUTH SCHOOL ST
SOUTH ST
STATE ST

SUMMIT AVE
VERDUN AVE
VERSAILLES AVE
WALDEN ST
WALKER BUNGALOW RD
WALTON ALY
WASHINGTON ST
WATER ST
WEBSTER WAY
WENTWORTH ST
WHIDDEN ST

Wednesday, January 20, 2016

To: Portsmouth City Councilors
From: Jim Splaine, City Councilor

"City Council Policy For "Non-Meetings"

I have asked that this topic be placed on the City Council Agenda for Monday, January 25, 2016. I will offer the following motion for your consideration:

"It is the policy of the Portsmouth City Council that 'non-meetings' will be held only when necessary in order to discuss 'strategy or negotiations with respect to collective bargaining,' or 'consultation with legal counsel,' as allowed under the New Hampshire Right-To-Know Law, and that when they are held (1), the purpose of the 'non-meeting' will be publicly disclosed in a motion; (2), a public roll-call vote will be taken prior to going into the 'non-meeting;' (3), discussion in the 'non-meeting' will be limited to that topic and no other topic; (4), a record will be kept of when the 'non-meeting' begins, ends, and who is in attendance and that shall be a permanent public record."

The reason I offer this motion is that the previous City Council adopted a similar motion on October 20, 2014, by unanimous vote and it has been an agreement that Council followed during the past 15 months. It allows for the purpose and intent of "non-meetings" to be briefly discussed in public session, rather than a process that existed prior to adoption of the agreement whereby "non-meeting" of the Council would appear on the Agenda and we would meet with no prior vote being on the record.

As with all policies, every incoming City Council has to re-adopt in order for those procedures to remain in place. I offer this motion with that intent.

When the previous City Council adopted this policy of taking a public, recorded vote prior to entering into "non-meetings," it was commended by members of the public, and by an editorial in The Portsmouth Herald (excerpted in this memo).

The Preamble of the New Hampshire Right-To-Know Law states:

"91-A:1 Preamble. – Openness in the conduct of public business is essential to a democratic society. The purpose of this chapter is to ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people."

When our City Council adopts this policy, it will be providing greater accountability to our citizens about the actions of our governing body. The public's business is fully the public's business. As a City Council when the majority is present to discuss public business, we should resist the need to too frequently meet in private closed-door meetings of any kind, but when it is necessary we should first take a public, recorded vote of the City Council to do so.

That is core to our democracy.

Thank You,

Jim Splaine

City Councilor

"City Council Policy For 'Non-Meetings'"

I have asked that this topic be placed on the City Council Agenda for Monday, January 25, 2016. I will offer the following motion for your consideration: **"It is the policy of the Portsmouth City Council that 'non-meetings' will be held only when necessary in order to discuss 'strategy or negotiations with respect to collective bargaining,' or 'consultation with legal counsel,' as allowed under the New Hampshire Right-To-Know Law, and that when they are held (1), the purpose of the 'non-meeting' will be publicly disclosed in a motion; (2), a public roll-call vote will be taken prior to going into the 'non-meeting;' (3), discussion in the 'non-meeting' will be limited to that topic and no other topic; (4), a record will be kept of when the 'non-meeting' begins, ends, and who is in attendance and that shall be a permanent public record."**

The reason I offer this motion is that the previous City Council adopted a similar motion on October 20, 2014, by unanimous vote and it has been an agreement that Council followed during the past 15 months. It allows for the purpose and intent of "non-meetings" to be briefly discussed in public session, rather than a process that existed prior to adoption of the agreement whereby "non-meeting" of the Council would appear on the Agenda and we would meet with no prior vote being on the record. As with all policies, every incoming City Council has to re-adopt in order for those procedures to remain in place. I offer this motion with that intent.

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Thank You,
Jim Splaine
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Excerpts from The Portsmouth Herald editorial of October 30, 2014 titled "**Vote To Limit 'Non-Meetings' A Positive Step.**"

"Nonmeetings' differ from non-public meetings in that they do not have to be posted or in any other way disclosed to the public, minutes are not kept and as long as elected officials are speaking with counsel they are pretty much able to discuss anything they want in secret. Non-public meetings as defined by the state's Right to Know law, require councilors to state why they are going behind closed doors, to keep minutes of deliberations, and to record roll call votes.

"We applaud ... the entire council for this major improvement in government transparency. Approving this motion honors much of the spirit of the state's Right to Know law and is in keeping with Portsmouth's longstanding efforts to ensure public access to its governmental proceedings. It's half a loaf and it's better than none.

"I think we won something important that can affect openness for years to come if future city councils adhere to the same policy to which we have agreed," Splaine said. 'I'm hoping that all the other Portsmouth boards and commissions -- elected and appointed -- follow the same procedure the City Council has agreed to undertake.'

"We believe the Portsmouth City Council, as it embraces this new policy, will find that non-public meetings are more than sufficient for almost all closed-door deliberations and we look forward to spreading the word to other communities that good government grows in the sunlight of public awareness and shrinks from shadows of darkness."

What follows is the N.H. Right-To-Know Law referring to "Meetings Open To Public:"

"91-A:2 Meetings Open to Public. –

I. For the purpose of this chapter, a "meeting" means the convening of a quorum of the membership of a public body, as defined in RSA 91-A:1-a, VI, or the majority of the members of such public body if the rules of that body define "quorum" as more than a majority of its members, whether in person, by means of telephone or electronic communication, or in any other manner such that all participating members are able to communicate with each other contemporaneously, subject to the provisions set forth in RSA 91-A:2, III, for the purpose of discussing or acting upon a matter or matters over which the public body has supervision, control, jurisdiction, or advisory power. A chance, social, or other encounter not convened for the purpose of discussing or acting upon such matters shall not constitute a meeting if no decisions are made regarding such matters. "Meeting" shall also not include:

(a) Strategy or negotiations with respect to collective bargaining;

(b) Consultation with legal counsel;

(c) A caucus consisting of elected members of a public body of the same political party who were elected on a partisan basis at a state general election or elected on a partisan basis by a town or city which has adopted a partisan ballot system pursuant to RSA 669:12 or RSA 44:2; or

(d) Circulation of draft documents which, when finalized, are intended only to formalize decisions previously made in a meeting; provided, that nothing in this subparagraph shall be construed to alter or affect the application of any other section of RSA 91-A to such documents or related communications."

The following provision of the N.H. Right-To-Know Law allows for governing bodies to go into a non-public session for a wide number of purposes, most of which can cover the reasons why the Council meets in private:

"91-A:3 Nonpublic Sessions. –

I. (a) Public bodies shall not meet in nonpublic session, except for one of the purposes set out in paragraph II. No session at which evidence, information, or testimony in any form is received shall be closed to the public, except as provided in paragraph II. No public body may enter nonpublic session, except pursuant to a motion properly made and seconded.

(b) Any motion to enter nonpublic session shall state on its face the specific exemption under paragraph II which is relied upon as foundation for the nonpublic session. The vote on any such motion shall be by roll call, and shall require the affirmative vote of the majority of members present.

(c) All discussions held and decisions made during nonpublic session shall be confined to the matters set out in the motion.

II. Only the following matters shall be considered or acted upon in nonpublic session:

(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

(b) The hiring of any person as a public employee.

(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a

threatened or filed litigation against any public body for the purposes of this subparagraph.

(f) Consideration of applications by the adult parole board under RSA 651-A.

(g) Consideration of security-related issues bearing on the immediate safety of security personnel or inmates at the county correctional facilities by county correctional superintendents or their designees.

(h) Consideration of applications by the business finance authority under RSA 162-A:7-10 and 162-A:13, where consideration of an application in public session would cause harm to the applicant or would inhibit full discussion of the application.

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

(j) Consideration of confidential, commercial, or financial information that is exempt from public disclosure under RSA 91-A:5, IV in an adjudicative proceeding pursuant to RSA 541 or RSA 541-A.

III. Minutes of meetings in nonpublic session shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself, or render the proposed action ineffective, or pertain to terrorism, more specifically, to matters relating to the preparation for and the carrying out of all emergency functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. This shall include training to carry out such functions. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply."

ACTION ITEMS AND MINUTES
PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – Thursday, January 7, 2016
City Hall – Eileen Dondero Foley Council Chambers

Action Items requiring an immediate ordinance during the next Council meeting: none

Temporary Action Items requiring an ordinance during the annual omnibus:

Addition of section of roadway on east side of Cutts Street between Maplewood Avenue and Leslie Drive as NO PARKING ANYTIME.

Addition of section of roadway at the edge of the driveway at 62 Union Street, 45 feet north of the intersection with State Street as NO PARKING HERE TO CORNER.

ACTIONS:

- [1] Unanimously voted to elect Brad Lown as Chairman and Ted Gray as Vice-Chairman for the calendar year 2016.
- [2] Accepted and placed on file the minutes of the Parking and Traffic Safety Committee Meeting held December 3, 2015.
- [3] Accepted and placed on file the Financial Report dated November 30, 2015.
- [4 (VI.A.)] **Action Item:** Middle Street bicycle lane project, by Greenman-Pedersen, Inc. – **VOTED** to postpone Middle Street bicycle lane project presentation by Greenman-Pedersen, Inc.
- [5 (VII.A.)] **Action Item:** STOP sign request on Versailles Avenue at Jones Avenue - **VOTED** to place the request on file for future reference.
- [6 (VII.B.)] **Action Item:** Request for NO PARKING HERE TO CORNER on Union Street at State Street - **VOTED** to relocate NO PARKING HERE TO CORNER sign to the edge of the driveway at 62 Union Street, 45 feet north of the intersection with State Street.
- [7 (VII.C.)] **Action Item:** Request to install sidewalks on Thornton Street between Woodbury Avenue and Bartlett Street - **VOTED** to refer request to Capital Improvement Planning process.
- [8 (VIII.A.)] **Action Item:** NO PARKING restriction on east side of Summit Avenue - **VOTED** to accept staff recommendation that the parking restriction remain in place on the east side of Summit Avenue and that the roadway center line be relocated 4 feet to the east next spring.
- [9 (VIII.B.)] **Action Item:** Request for No Parking on east side of Cutts Street between Maplewood Avenue and Leslie Drive - **VOTED** to accept staff recommendation that all the NO PARKING signs remain in place and the PTS Committee voted to establish this section of Cutts Street as NO PARKING ANYTIME.
- [10 (VIII.C.)] **Action Item:** Loading Zone on Congress Street between Fleet Street and Vaughn Mall - **VOTED** to postpone the action item to a future date.

I. CALL TO ORDER:

Vice-Chairman, Ted Gray, called the meeting to order at 7:59 A.M.

II. ROLL CALL:

Members Present:

City Manager, John Bohenko
Public Works Director, Peter Rice
Deputy Fire Chief, James Heinz
Acting Deputy Police Chief, Frank Warchol
Member, Ted Gray
Member, Ronald Cypher
Member, Harold Whitehouse
Alternate Member, Mary Lou McElwain

Staff Advisors Present:

Parking and Transportation Engineer, Eric Eby
Transportation Planner, Juliet Walker

Excused Absences:

Councilor, Brad Lown
Member, Shari Donnermeyer
Parking Manager, Joey Giordano

III. SELECTION OF COMMITTEE CHAIRMAN:

Ronald Cypher motioned to nominate Brad Lown as Chairman for the calendar year 2016.
Harold Whitehouse seconded. **Motion passed 8-0.**

Harold Whitehouse motioned to nominate Ted Gray as Vice-Chairman for the calendar year 2016.
Public Works Director Rice seconded. **Motion passed 8-0.**

IV. ACCEPTANCE OF THE MINUTES:

Harold Whitehouse motioned to accept December 3, 2015, meeting minutes.
Ronald Cypher seconded. **Motion passed 8-0.**

V. FINANCIAL REPORT:

City Manager Bohenko stated that Julie Walker, Transportation Planner, would present a report at the next meeting regarding the downtown parking shuttle service.

Public Works Director Rice motioned to accept November 30, 2015, financial report.
Mary Lou McElwain seconded. **Motion passed 8-0.**

VI. PRESENTATION:

A. Middle Street bicycle lane project, by Greenman-Pedersen, Inc. – City Manager Bohenko motioned to postpone the presentation because the consultant is compiling additional information. Mary Lou McElwain seconded. **Vote 8-0, to postpone Middle Street bicycle lane project presentation by Greenman-Pedersen, Inc.**

VII. NEW BUSINESS:

A. STOP sign request on Versailles Avenue at Jones Avenue – Harold Whitehouse stated that an on-site visit was conducted on Tuesday, January 5, 2016. A STOP sign at this location would encroach on private property. Harold Whitehouse motioned to place the request on file for future reference. City Manager Bohenko seconded. **Vote 8-0, to place the request on file for future reference.**

B. Request for NO PARKING HERE TO CORNER on Union Street at State Street – Eric Eby stated the request was made because Union Street narrows 50 feet from the State Street intersection. When vehicles are parked on both sides of Union Street, it is very difficult for larger vehicles to get through. He stated there is currently a NO PARKING HERE TO CORNER sign, posted along the west side of Union Street, 20 feet north of its intersection with State Street. Staff recommended relocating the sign to the edge of the driveway at 62 Union Street, 45 feet north of the intersection with State Street. Staff discussed the change with the abutter at 62 Union Street. They are in favor of the proposed change. Eric Eby stated the sign relocation would result in the loss of one parking space.

Mary Lou McElwain requested that parking along Union Street be reviewed due to the narrowing caused by vehicles parking on both sides of the street. City Manager Bohenko requested Eric Eby review the issue.

City Manager Bohenko motioned to accept staff recommendation. Ronald Cypher seconded. **Vote 8-0, to relocate NO PARKING HERE TO CORNER sign to the edge of the driveway at 62 Union Street, 45 feet north of the intersection with State Street.**

C. Request to install sidewalks on Thornton Street between Woodbury Avenue and Bartlett Street – Eric Eby stated Martin Ryan, resident on Woodbury Avenue, requested this action item. Eric Eby stated that sidewalk installation is part of the Capital Improvement Planning process. Staff recommended referring the request to the Capital Improvement Planning process.

Harold Whitehouse motioned to accept staff recommendation. City Manager Bohenko seconded. **Vote 8-0, to refer request to Capital Improvement Planning process.**

City Manager Bohenko explained there is a process in which residents can propose projects for consideration in the Capital Improvement Planning process.

VIII. OLD BUSINESS:

A. NO PARKING restriction on east side of Summit Avenue – Eric Eby stated the request was presented at the December 3, 2015, meeting. The Committee requested staff evaluate and report back with a recommendation. Eric Eby stated traffic was observed during the morning and afternoon peak traffic periods. The morning traffic was heavy in both directions and, therefore, parking could not be added to both sides of Summit Avenue. Eric Eby stated that shifting the centerline to the east on Summit Avenue would allow for adequate width for on-street parking on the west side, while providing 12-foot wide travel lanes in each direction.

Public Works Director Rice stated that if approved, re-striping would be done in the spring. The Committee discussed roadway widths. Mary Lou McElwain expressed concern regarding pedestrian and bicycle safety. Public Works Director Rice stated that the school buses swing wide onto Summit Avenue, and this action would allow them adequate space to get around parked cars. Mary Lou McElwain suggested restricting parking on the west side during school peak traffic periods.

Staff recommended that the parking restriction remain in place on the east side of Summit Avenue, and that the roadway center line be relocated 4 feet to the east to allow more room for parking on the west side.

Public Works Director Rice stated that the staff recommendation permitted safe passage of vehicles and attempted to balance the needs of people utilizing parking on Summit Avenue.

Public Works Director Rice motioned to accept staff recommendation. Member seconded. **Vote 7-1, to accept staff recommendation that the parking restriction remain in place on the east side of Summit Avenue and that the roadway center line be relocated 4 feet to the east next spring.** Mary Lou McElwain voted opposed.

B. Request for No Parking on east side of Cutts Street between Maplewood Avenue and Leslie Drive – Eric Eby stated that he was instructed by the Committee at the December 3, 2015, meeting to evaluate and report back on parking conditions on the east side of Cutts Street. He stated that after further review, the only area where vehicles could park is the unpaved shoulder area between the Cutts Mansion exit and entrance driveways. However, the area is unpaved and subject to mud and snow accumulation. If parking were allowed on the east side, vehicles could legally park on the pavement, block sight lines, and reduce the travel lane width. Eric Eby stated that discussions with residents of the neighborhood revealed they were the ones who originally requested the NO PARKING signs.

Staff recommended that all the NO PARKING signs remain in place, with a PTS Committee vote to establish this section of Cutts Street as NO PARKING ANYTIME.

Public Works Director Rice motioned to accept staff recommendation. Harold Whitehouse seconded. **Vote 8-0, to accept staff recommendation that all the NO PARKING signs remain in place and the PTS Committee voted to establish this section of Cutts Street as NO PARKING ANYTIME.**

C. Loading Zone on Congress Street between Fleet Street and Vaughn Mall – The Vice-Chairman stated that this action item had been postponed.

Harold Whitehouse described an incident he encountered: a tractor-trailer was unloading on Congress Street directly in front of North Church. He expressed concern regarding the safety of pedestrians using the crosswalk.

City Manager Bohenko stated he would be meeting with Public Works Director Rice, the Parking Manager, and the Police Department to discuss potential ideas regarding education and enforcement to address this issue.

Andrew Chace operates Ameriprise Financial Services located at 25 Chestnut Street. He originally presented the issue of the loading zone on Congress Street between Fleet Street and Vaughn Mall. He recommended installing pedestrian signage, possibly blinking signage, near the crosswalk at Vaughan Mall to alert drivers.

City Manager Bohenko motioned to postpone the action item to a future date. Public Works Director Rice seconded. **Vote 8-0, to postpone the action item to a future date.**

IX. PUBLIC COMMENT

No public comment.

X. INFORMATIONAL

A. Woodbury Avenue/Franklin Drive corridor traffic study public meeting January 13, 2016, 6:30 PM at Portsmouth Library – Eric Eby stated the consultant, TEC, would be making a public presentation of the findings and recommendations on the Woodbury Avenue Corridor Traffic Study between Rockingham Avenue and Dennett Street. Public Works Director Rice stated that the presentation would focus on the area between Rockingham Avenue and Dennett Street and does not include the Frank Jones neighborhood.

XI. ADJOURNMENT – At 8:33 A.M., voted to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary of the Committee