

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, MAY 1, 2017

TIME: 7:00PM

AGENDA

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

PROCLAMATIONS

- 1. Police Week in Portsmouth – Peace Officers’ Memorial Day
- 2. Small Business Week

PRESENTATION

- 1. One Sky Community Services – Chris Muns, CEO

V. ACCEPTANCE OF MINUTES – APRIL 17, 2017

VI. PUBLIC COMMENT SESSION

VII. PUBLIC HEARINGS

- A. RESOLUTION APPROPRIATING THE SUM OF FOUR HUNDRED FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND FORTY CENTS (\$404,790.40) FOR THE FOUNDRY PLACE SEWER LINE PROJECT
- B. RESOLUTION APPROPRIATING THE SUM OF FOUR HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND TWENTY CENTS (\$487,954.20) FOR THE FOUNDRY PLACE WATER LINE PROJECT

VIII. APPROVAL OF GRANTS AND DONATIONS

- A. A grant in the amount of \$500,000.00 from the New Hampshire Department of Justice for the New Hampshire ICAC Task Force, “Project Forensic Shield”, contingent upon state approval of the funds

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. Adoption of Resolution Appropriating the sum of Four Hundred Four Thousand Seven Hundred Ninety Dollars and Forty Cents (\$404,790.40) for the Foundry Place Sewer Line Project
- B. Adoption of Resolution Appropriating the sum of Four Hundred Eighty Seven Thousand Nine Hundred Fifty Four Dollars and Twenty Cents (\$487,954.20) for the Foundry Place Water Line Project

X. CONSENT AGENDA

(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)

- A. Letter from Crystal Paradis, Seacoast Outright requesting permission to hold the 3rd Annual Portsmouth PRIDE event on Saturday, June 24, 2017 ***(Anticipated action – move to refer to the City Manager with power)***
- B. Letter from Mike Young, Portsmouth Babe Ruth Baseball requesting to install seasonal signage at Leary Field from May 14, 2017 through August 20, 2017 ***(Anticipated action – mover to refer to the City Manager with power)***
- C. Request for License to Install Projecting Sign:
Don Oakes owner of Sea Bags for property located at 129 Market Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

Planning Director's Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***
 - ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***
 - ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***
- D. Letter from Josh Pierce, Seacoast Area Bicycle Riders, requesting permission to host a commuter breakfast from 7:00 a.m. – 10:00 a.m. on Friday, May 19, 2017 at Popovers on Market Square. SABR also respectfully requests that the Portsmouth City Council officially recognize May 19th as Bike/Walk to Work Day in Portsmouth ***(Anticipated action – move to refer to the City Manager with power)***
- E. Police Department Donations:
a. Donation in the amount of \$400.00 from Mr. & Mrs. David Brown
b. Donation in the amount of \$200.00 from Mr. Jason Page
(Anticipated action – move to accept the donations to the Police Explorer Cadet Academy Scholarships)

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter Catherine McCauley requesting the City to transfer title to half of the “paper street” known as Oak Street that abuts 43 Mangrove Street (***Sample motion – move to refer to the Planning Board for report back***)
- B. Letter from Attorney Derek Durbin regarding request to authorize the issuance of building permits on private drive off of Swett Avenue, Moffat Street and Woodworth Avenue pursuant to RSA 674:41, I(d) and request to continue Richer request (85 Woodworth Avenue) to release the City’s interests in portions of Moffat Street and Woodworth Avenue

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

City Manager’s Items Which Require Action:

- 1. Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Fire Chief Steven E. Achilles
- 2. Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Deputy Fire Chief James B. Heinz
- 3. Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Deputy Fire Chief Carl F. Roediger
- 4. Adoption of Complete Street Demonstration Project Policy (Tactical Urbanism Policy)
- 5. Request to Establish First Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Character Based Zoning Excess Community Space
- 6. Request to Establish First Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Signs related to Public Parking in Private Parking Lots
- 7. Report Back from Planning Board Re: Release of City Interest in a Portion of Woodworth Avenue
- 8. Report Back from Planning Board Re: Happy Sewer Easement for Relocated Brick Box Sewer
- 9. Agreements for Prescott Park: NH Art Association Agreement and the Gundalow Company
- 10. Annual Renewal of Boarding House Permits
 - a) 278 Cabot Street
 - b) 350-352 Hanover Street

11. License Request for Completion of Work at 233 Vaughan Street

City Manager's Informational Items

1. Events Listing
2. Work Session Agenda for Budget Presentations
3. Reminder of FY 18 Budget Public Hearing
4. Report Back Re: Codes on Health, Inspections and Fire Safety
5. Hodgson Brook Site Walk

B. MAYOR BLALOCK

1. *Appointments to be Voted:
 - Reappointment of Barbara McMillan to the Conservation Commission
 - Reappointment of Steve Miller to the Conservation Commission
 - Reappointment of Allison Tanner to the Conservation Commission
2. *Sister Cities Blue Ribbon Committee

C. ASSISTANT MAYOR SPLAINE

1. Options and process by the City Council and by citizen-initiative for adding provisions regarding (1), campaign financial disclosure of donations and spending; (2), conflict of interest restriction; and (3), ethical standards for elected and appointed city officials and administrators into the City Charter for the November 7, 2017 City Election (See *attached memorandum*)

D. COUNCILOR DWYER

1. City Council Rules Re: Public Comment and Public Hearings (See *attached memorandum*)

E. COUNCILOR LOWN

1. Parking and Traffic Safety Committee Action Sheet and Minutes of April 6, 2017 meeting (***Sample motion – move to accept and approve the action sheet and minutes of the April 6, 2017 Parking and Traffic Safety Committee meeting***)

F. COUNCILOR SPEAR

1. Charter Amendment Timeline (See *attached memorandum*)

G. COUNCILOR DENTON

1. *Conservation Commission

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT

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

**Indicates Verbal Report*

INFORMATIONAL ITEMS

(There are no items on for this Section of the Agenda)

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

The Council Chambers
City Hall
Portsmouth, New Hampshire

A Proclamation

Whereas:

Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day and the week in which it falls as National Police Week; and

Whereas:

The members of the Portsmouth Police Department play an essential role in safeguarding the rights and freedoms of Portsmouth and the State of New Hampshire; and

Whereas:

It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department; and

Whereas:

The members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas:

The men and women of the Portsmouth Police Department unceasingly provide a vital public service:

Now, therefore, I, Jack Blalock, Mayor of the City of Portsmouth, on behalf of the members of the City Council, do hereby call upon all citizens of Portsmouth and upon all patriotic, civic, and educational organizations to observe the week of May 14th to May 20th, 2017, as

Police Week in Portsmouth

with appropriate ceremonies and observances in which all of our people may join in commemorating all law enforcement officers past and present who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.


I further call upon all citizens of Portsmouth to observe May 15, 2017, as

Peace Officers' Memorial Day

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty. Let us recognize and pay respect to the survivors of our fallen heroes by lowering all City, State and American flags in Portsmouth to half staff on Monday, May 15, 2017.



Given with my hand and the
Seal of the City of Portsmouth,
on this 1st day of May, 2017.



Jack Blalock, Mayor of Portsmouth

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

A Proclamation

- Whereas:** Much of America's and Portsmouth's progress has been driven by small business owners and entrepreneurs who take risks and work hard; and
- Whereas:** according to the NH Employment Security Information Bureau, 90% of Portsmouth's small businesses employ less than 50 employees; and
- Whereas:** the City of Portsmouth, New Hampshire celebrates the extraordinary energy and passion of its local small businesses and their contributions to our economy, neighborhoods and community; and
- Whereas:** by supporting small businesses, two out of three jobs nationwide are created and communities preserve their unique culture; and
- Whereas:** the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs; and
- Whereas:** Portsmouth, NH supports this national effort to help small businesses grow their business, create jobs, and keep our communities vibrant.

Now, therefore, I, Jack Blalock, Mayor of the City of Portsmouth, on behalf of the City Council and the residents of Portsmouth, do hereby proclaim April 30-May 6, 2017 as

Small Business Week in Portsmouth

and urge the residents of our community, and communities across the country, to continue to support small businesses and merchants this week and throughout the year.

Given with my hand and the
Seal of the City of Portsmouth,
on this 1st day of May, 2017.

Jack Blalock, Mayor of Portsmouth



755 Banfield Road Portsmouth, NH 03801 603-436-6111 www.oneskyservices.org

received
1/13/17

January 9, 2017

Mayor Jack Blalock
Portsmouth City Council
City Hall, 1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Blalock:

One Sky Community Services has been bringing valuable assistance and support to those with developmental disabilities and acquired brain disorders for over 33 years. A private 5013C nonprofit organization, we offer a comprehensive array of support services and life-enhancing activities throughout 24 communities on the Seacoast, including Portsmouth. Our sole mission is to enable infants, children, adults, and seniors to grow and enhance their abilities to live as independently as possible, as valued and fully participating members in their community of choice. One Sky facilitates planning, funding, and oversight with available community-based services to help clients expand their opportunities and attain their life goals.

Since its inception, One Sky has already served between 3,000 – 4,000 clients: a huge percentage of that number for the major portion of their lifespan. One Sky works with nearly 1,000 individuals on a yearly basis. At the present time, we are serving 171 families who live in Portsmouth.

It is very important to One Sky to continue to make a concerted effort to reach out to all the communities it serves through the various outlets available to us, to ensure that the people who live in these communities have a better appreciation of what we do and who we serve. One of those avenues is meeting with each of the 24 towns' Board of Selectmen/City Council.

It is my hope that your Council will allow us to be put on your agenda in the very near future so that we may have the opportunity to make a presentation to you and your fellow members of the Council who represent the residents of Portsmouth. Your understanding and awareness could foster invaluable support and guidance through the City's Health and Education Departments.

Thank you so much for your kind consideration of this request. You can contact Billie Tooley, our Director of Development and Outreach to set up a date and time at 603-436-6111 x.115 (b.tooley@oneskyservices.org). Should you have any further questions, please do not hesitate to call me at any time (603-436-6111 x 103).

Sincerely,

Chris Muns
CEO

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, APRIL 17, 2017

PORTSMOUTH, NH
TIME: 6:30PM

At 6:30 p.m., a roll call for attendance was done with Councilors Perkins and Pearson being absent.

City Council Present: Mayor Blalock, Assistant Mayor Splaine, Councilors Dwyer, Lown, Spear, Cyr, Denton

City Council Absent: Councilors Perkins and Pearson (arrived at 6:33 p.m.)

Assistant Mayor Splaine moved to enter into a Non Public Session regarding the Compensation of Public Employees – RSA 91-A:3 II (a). Seconded by Councilor Lown.

On a roll call vote 7-0, motion passed.

Staff Present: John P. Bohenko, City Manager; Robert Sullivan, City Attorney; Dianna Fogarty, Human Resources Director; Tom Closson, Negotiator; and Kelli L. Barnaby, City Clerk

Others Present: Richard Gamester, Fire Commission

Discussion was held regarding Contract Extensions for the Fire Chief and two Deputy Fire Chiefs.

At 6:42 p.m., Mayor Blalock declared the Non Public Session closed.

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 in memory of Nathaniel Holloway.

IV. PLEDGE OF ALLEGIANCE

Richard Smith led in the Pledge of Allegiance to the Flag.

PRESENTATIONS

1. Complete Street Demonstration Project Policy (Proposed Tactical Urbanism City Council Policy) – Juliet Walker, Planning Director

Planning Director Walker provided a brief Presentation on the Complete Street Demonstration Project Policy. She said it is based on the Policy in Burlington, Vermont but there have been some adjustments since the draft the Council was presented previously. She stated the policy outlines the process that an organization would follow for a Complete Street Demonstration.

2. Status of City Water Supply – Brian Goetz, Deputy Public Works Director

Deputy Public Works Director Goetz reported that during the recent State Street Saloon Fire 10,000 gallons-per-minute of water were delivered at peak of firefighting and that 800,000 gallons of water was estimated for duration of fire. He spoke to the new water main that was installed on State Street which was an improvement to the infrastructure. He reported that we are at a place where no water restrictions are necessary and that we have received 8 more inches of precipitation so far in water this year. He stated that monthly evaluations are conducted of the water supply.

Councilor Spear asked if the Water Department is tracking the effects of irrigation systems being used. Deputy Public Works Director Goetz said that they continue to track that information and reported there is not a large demand for irrigation installations.

Councilor Denton asked about water supply issues in Greenland. City Manager Bohenko said that the information is being updated and no commitments have been made on this matter. He said we are exploring and the numbers are daunting. He further stated that there are no detects in their wells right now but we are bringing together all the data.

Assistant Mayor Splaine suggested back in January that he would like the City Council to have a Work Session with the surrounding towns of Greenland, Newcastle, Rye and Newington to discuss water issues.

City Manager Bohenko said we want all information to have a productive meeting.

Councilor Dwyer spoke regarding the water restrictions that were put in place last year and perhaps we want to consider putting a policy in place.

3. Briefing Re: State Street Fire – Steve Achilles, Fire Chief

Fire Chief Achilles thanked publicly all those individuals and organizations that provided support. He reported that the Department is indebted to the infrastructure improvements made to the water system because there was plenty of water available for use during this general alarm fire. He outlined the time line of the incident and reviewed the progression of the sounded alarms. Chief Achilles also spoke to the structural failure of the building. He reported that \$7,000.00 in fire equipment was lost during the collapse of the building.

Assistant Mayor Splaine asked about older buildings and having fire suppression units installed. Fire Chief Achilles said the codes allow us to do certain things.

Councilor Spear said there is room to talk about changing requirements. He said what is done in one section of New Hampshire is not necessarily done here in our City.

Discussion followed regarding the collapse of the building and it being made of brick. Chief Achilles said that brick and steel can collapse.

Mayor Blalock thanked Chief Achilles and the work of the entire Department.

V. ACCEPTANCE OF MINUTES – MARCH 20, 2017 & APRIL 3, 2017

Councilor Perkins moved to accept and approve the minutes of the March 20, 2017 and April 3, 2017 City Council meetings. Seconded by Councilor Dwyer and voted.

VI. PUBLIC COMMENT SESSION

City Manager Bohenko said there will not be any changes to Thornton Street until a public meeting is held on May 11, 2017 at 6:30 p.m. at the New Franklin School. He said we will be looking forward to people coming forward to speak on the matter. He said any changes to the Ordinance would require three readings and a public hearing.

Richard Smith spoke regarding Peirce Island and asked that the Committee have the Arborist added to the Committee. He said he would like a site walk of the Island with the City Council. He said we need to protect what we have at the Island.

William Lyons spoke in support of Councilor Spear's motion on the agenda regarding surface parking in lots. He said parking is not the best use for surface lots and the Council should consider other uses. He asked that the City Council be creative on how to use these vital spaces in the lots. Mr. Lyons also spoke in support of the Complete Street Demonstration Project Policy.

MacAeda Ford said the draft change on Thornton and Bartlett Streets is a large concern for her living in the neighborhood. She spoke to the changes that would be made to the bus stops and expressed her concerns.

Beth Margeson spoke to vacancies to Boards and Commission and that in the early 1990's the ordinance was not followed. She said that the ordinance needs to be followed. She stated the cost involved is extremely small and the more people that are aware of the vacancies the more that would apply.

Patricia Bagley spoke regarding the Parking and Traffic Safety minutes in which she spoke regarding Food Trucks and provided clarification of her statements made during that meeting were not clearly defined in the Portsmouth Herald.

Mark Brighton said he is enthusiastic about composting and requested whatever the cost is to take that amount of money for composting and eliminate those funds from the Public Works Department.

Becky Vardell thanked the City Council for setting up a meeting on the parking changes on Thornton and Bartlett Streets.

Sam Tombarelli thanked the Parking and Traffic Safety Committee for the response to have further study on the parking matter on Thornton and Bartlett Streets. He hopes that Parking and Traffic Safety has the neighborhood provide their thoughts.

Zelita Morgan thanked the Fire Department for their action with the State Street Saloon fire. She also spoke to the Strategic Planning Committee for Vaughan-Worth-Bridge Revitalization Committee and feels there needs to be more residents on the Committee. She addressed the Parrott Avenue lot and said the City Council needs to stop obsessing over it. Ms. Morgan said more time needs to be spent on water contamination rather than parking in the City.

Harold Whitehouse said he is proud of living in the City with professional firefighters. He spoke on Parking and Traffic Safety Committee on a decision to alter Route 1. He would like to see a letter on letterhead that we are allowed to do this.

Doug Roberts representing PS 21, said he supports the Complete Street Demonstration Project Policy. He urged the City Council and City Manager to adopt the policy that is being presented this evening and said it is simple and clear.

Jane Zill spoke to Deputy City Manager Colbert Puff letter in the City Council packet but said she wanted to see a policy addressing the matter. She said a draft statement has been created on the actions of employees.

Paige Trace deferred her time to Jane Zill.

Jane Zill said employees are not our leaders our elected representatives are. She is not a customer, she is a taxpayer. Ms. Zill stated the City Manager and City Council need to develop a policy and that the draft policy statement allow for public comment.

Esther Kennedy said it is time for a policy for citizens to speak to City officials and feel comfortable.

VII. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. Third and final reading of Proposed Ordinance amending Chapter 7, Article VII, Section 7.704 and 7.705 to clarify the Prohibition of Truck Traffic on Banfield Road

Assistant Mayor Splaine moved to pass third and final reading of the proposed Ordinance, as presented. Seconded by Councilor Lown and voted.

VIII. CONSENT AGENDA

- A. Letter from Robert Sutherland, Jr., St. John's Lodge requesting permission to hold the St. John's March on Sunday, June 25, 2017 at 8:00 a.m.
(Anticipated action – move to refer to the City Manager with power)
- B. Letter from Megan Bickford, New Hampshire SPCA requesting permission to place laminated posters and brochures at the Dog Parks located at South Mill Pond and Route 33 Park and Ride ***(Anticipated action – move to refer to the City Manager with power)***
- C. Request for License to Install Projecting Sign:

Andree Connell owner of Buff and File Nail Bar for property located at 218 State Street ***(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)***

Planning Director's Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***

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

D. Request for License to Install Projecting Sign:

Sean Sullivan & Jeff Goss owner of The Clipper Tavern for property located at 75 Pleasant Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

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

E. Request for License to Install Projecting Sign:

Nora Fournier owner of Tailor Shop for property located at 99 Daniel Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***

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

Assistant Mayor Splaine moved to adopt the Consent Agenda. Seconded by Councilor Lown and voted.

IX. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Jane Zill regarding policy guidelines (***attached memorandum from Nancy Colbert Puff, Deputy City Manager***)

Councilor Spear moved to accept the letter and place it on file. Seconded by Councilor Cyr.

Assistant Mayor Splaine said you cannot tell the City Manager how employees operate but the Council can create policy. He said residents need to be treated respectfully. He would like to know what the policy will be about and have public comment on this matter.

City Manager Bohenko said he has standards where employees get back to residents within 48 hours of an inquiry. He said the City employees provide a great deal of help in this community beyond what they do. He is saddened by the way this all transpired and that this is a personnel matter and people can come to him at any time to speak on issues. City Manager Bohenko said we are moving forward and we have a good culture in this organization.

Motion passed.

- B. Letter from Patricia Bagley regarding Parking & Traffic Safety Committee meeting concerning Parrott Avenue Lot regulations

Councilor Lown moved to accept the letter and place it on file. Seconded by Councilor Spear.

Councilor Lown said Patricia Bagley is correct with what she has said in her letter relating to metering Parrott Avenue. He has no agenda when dealing with Parrott Avenue. He said he would go back to the Committee and have Parking, Traffic & Safety look at the original motion which was to investigate holistically all the ideas we've had in the past couple of years, come back, and have a work session.

Motion passed.

At 8:45 p.m., Mayor Blalock called for a brief recessed. At 8:55 p.m., the meeting was called back to order by Mayor Blalock.

X. REPORTS AND COMMUNICATIOONS FROM CITY OFFICIALS

A. CITY MANAGER

1. Request to Establish First Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.902 – Election Candidate Financial Disclosures (*Postponed from April 3, 2017 City Council meeting*)

City Manager said at the April 3, 2017 meeting first reading of the ordinance was postponed and he is requesting to establish first reading at the May 1, 2017 meeting.

Councilor Lown moved to authorize the City Manager to bring back for first reading the proposed Ordinance at the May 1, 2017 City Council meeting. Seconded by Assistant Mayor Splaine.

Councilor Dwyer said something like this ordinance could come back but there are changes needed for it to be meaningful. She spoke to the issues with the Ordinance and said she has no problem with the group reporting but it feels like the wrong report here.

Councilor Perkins said she agrees with Councilor Dwyer's comments. She can't contemplate how this will roll out. She said this feels like a solution looking for a problem. Councilor Perkins said there are limits to what the City Council can regulate.

Assistant Mayor Splaine said in part he agrees with Councilors Dwyer and Perkins. He said we need to include the third party contributions. He said we could use the State model and there is enforcement and spending by candidates. Assistant Mayor Splaine said we need to make sure the City cannot be bought. He spoke in favor of voting on first reading at the next meeting to hear from the public.

Councilor Spear asked City Attorney Sullivan was there a reason why onus was on the group and not the candidate. City Attorney Sullivan said the City is not at liberty to adopt whatever it wants, you need legal authority behind the ordinance you want to adopt. He said this is not the same for the State legislature. He stated the ordinance was done this way to put the requirement on the candidates. He feels we need to eliminate services and property from the ordinance.

Councilor Cyr said he agrees with Councilor Spear's comments.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock asked why it is \$100.00 for a candidate and \$99.00 for a group.

Councilor Denton said he would support the change to the ordinance.

Mayor Blalock said the intention is very good but as written it is missing too much. He said it is not definitive enough and said there is not enough to bring the ordinance forward for first reading.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Pearson said the ordinance will not do what people think it will do, most of the group endorsements will not spend any money they will use a digital means that doesn't cost money. She does not feel this is a problem.

Councilor Lown said he has been persuaded that the ordinance is not fixable, as presented.

Councilor Dwyer said we could do a little clean up and Section A could have a sentence to address what you want to report from a candidate.

Councilor Perkins said she would support that approach as stated by Councilor Dwyer. She said she supports the Legislative Committee approach as well.

Councilor Spear said that this would be voted down and asked what motion could follow to bring back the ordinance in a clean form.

On a roll call vote 2-7, motion to authorize the City Manager to bring back for first reading the proposed Ordinance at the May 1, 2017 City Council meeting failed to pass. Assistant Mayor Splaine and Councilor Denton voted in favor. Councilors Perkins, Dwyer, Lown, Pearson, Spear, Cyr and Mayor Blalock voted opposed.

Councilor Spear moved that City Manager Bohenko report back with new language for the ordinance in Section 1.902 (A) to clarify entities from candidates. Seconded by Councilor Pearson and voted.

2. Adoption of Complete Street Demonstration Project Policy (Tactical Urbanism Policy)

City Manager Bohenko requested the City Council to adopt the policy. He said if there are amendments he would request the City Council wait to adopt the policy until the May 1, 2017 City Council meeting.

Assistant Mayor Splaine moved to adopt the aforementioned Policy, as presented. Seconded by Councilor Perkins.

Assistant Mayor Splaine said Doug Roberts made a presentation on this matter at the

City-wide Neighborhood Group and thanked the organization for their hard work.

Councilor Dwyer said Item #8 could be strengthened. Planning Director Walker said she could work with Eric Eby on expanding this. Councilor Dwyer said it needs a stamp of approval. She said the methods are one thing but it is the interpretation of the data.

Councilor Cyr said we would want access to the raw data. He said in Section 2, Item 2 is there a street where this would not be applicable. Planning Director Walker said this was focused on neighborhood streets but we could make changes. City Manager Bohenko said major thoroughfares are different.

Councilor Perkins said she is supportive of the policy. She wants to make sure we are not adopting a policy on everything. She stated under stewardships you might want to consider other insurance requirements. City Manager Bohenko said if we partner with a group we will make sure we are covered.

City Manager Bohenko withdrew the Policy in order to make changes and bring it back for the May 1, 2017 City Council meeting.

3. Request for Public Hearing Appropriation of Water and Sewer Bond Premiums

City Manager Bohenko said because of our triple A rating, we receive what is known as premiums. He received the amounts available for the water and sewer side. He reported the amount of \$404,790.40 will be used for the Foundry Place sewer line project. He indicated the amount received for the Foundry Place water line project is \$487,954.20.

Councilor Spear moved to authorize the City Manager to bring back for public hearing at the May 1, 2017 City Council meeting the aforementioned Bond Premium resolutions.

4. Rescission of Bond Authorizations for Various Projects:

General Fund:

- Resolution #18-2015 for \$600,000 – Rescind amount \$76,710.00
- Resolution #5-2014 for \$400,000 – Rescind amount \$25,000.00
- Resolution #13-2012 for \$1,600,000 – Rescind amount \$75,290.00

City Manager Bohenko said that this is a rescission of general fund bonds that will not be expended.

Councilor Lown moved to approve rescinding the remaining borrowing authority with regard to the Resolutions listed above. Seconded by Councilor Perkins and voted.

5. Request to Establish Date for City Council Retreat

City Manager Bohenko said Mayor Blalock will set a date for the Retreat. Mayor Blalock said we should not consider June 10th, as it is Market Square Day.

Mayor Blalock announced that the City Council Retreat will be held on Saturday, June 3, 2017 at the Library in the Levenson Room.

Councilor Dwyer said the Council needs to start bringing topics to establish a balance for scientific items and look at commissions.

City Manager Bohenko said he would like the City Council to bring forward topics to him for the Retreat. He would like to have Information #7 regarding Report Back Re: Codes on Health, Inspections and Fire Safety discussed at the Retreat.

Councilor Perkins would like a new format used at the Retreat that would allow for more discussion. City Manager Bohenko said we could have the City Council lead the discussion on items for the Retreat as was done last year.

Mayor Blalock said Presentations should be more concise and where Councilor Pearson is an expert on Presentations and the delivery of them we should use her guidance and suggestions.

Assistant Mayor Splaine would like to thank the City Manager for providing information on Codes on Health, Inspections and Fire Safety. He said there are some very important items that need to be brought up to date. He would like to receive information on the codes prior to the Retreat to prepare the Council for the discussion at the Retreat.

City Manager Bohenko said we have robust codes and we need to update them. He said we can't go to the 2015 code because the State has not adopted those. He stated we will go forward with the most recent codes and there are things we can add.

Assistant Mayor Splaine thanked the Fire Chief for his presentation this evening.

City Manager's Informational Items

2. *Board & Commission Advertising Vacancies*

City Manager Bohenko said he would like to speak to Mayor Blalock that if there are vacancies and there is an incumbent that would be reappointed if that was advertised would cause a lot of confusion and negative feelings. He said we need to talk about that. He has asked the City Clerk to publish the vacancies once a month. He said if we want to change the ordinance we should hold three readings with a public hearing.

Councilor Spear said we should increase the budget for advertising to publish notices in the newspaper. He feels there is a great deal of benefit that people serving great lengths of time switch to other committees to open up vacancies. He said people should be encouraged to apply for serving on Boards and Commissions.

Councilor Lown said he agrees that we must follow the Ordinance. He feels that an incumbent are not considered a vacancy.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock spoke to what he considers to be a vacancy. He said we should follow the ordinance and get people to apply.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Dwyer said she would like to look at how we look at Board and Commission appointments. It may be valuable not to have people on a board for 20 years. She said we need to consider to have a board of the City Council as an Appointment Board.

Assistant Mayor Splaine said on November 7th there will be an election for 9 vacancies for positions that must be filled.

3. *Double Poles*

City Manager Bohenko said we are making progress with the double pole issue.

4. *Update Re: Peirce Island Wastewater Treatment Facility Upgrade*

City Manager Bohenko said in June we would have a tour of the Peirce Island Wastewater Treatment Facility.

5. *Report Back Re: Weed Control*

City Manager Bohenko said Public Works Director Rice has provided a report back on weed control. He spoke to the chemicals used in the control of weeds.

Assistant Mayor Splaine moved to send a copy of the memorandum to the Conservation Commission for report back to the City Council. Seconded by Councilor Denton and voted.

6. *Update Re: Plains School Reuse*

City Manager Bohenko said we would be bringing back an agreement with Pontine Theatre for a longer term lease.

Councilor Spear asked that Weston and Sampson come to report on the turf – crumb rubber issue. City Manager Bohenko said we are looking at another group to look at this and we can see if they are available for the May meeting. He said we need some kind of decision on this matter.

B. MAYOR BLALOCK

1. Strategic Planning Committee for Vaughan-Worth-Bridge Revitalization

- | | |
|--|---|
| (2) City Councilors | Councilor's Rebecca Perkins & Nancy Pearson |
| (1) Historic District Commission Member | Vince Lombardi |
| (1) Planning Board Member | Dexter Legg |
| (1) Economic Development Commission Member | Everett Eaton |
| (1) Downtown Resident | Barbara DeStefano |
| (1) Ex-Officio Member with Appointment by City Manager for Staff Liaison | |

Mayor Blalock announced the individuals that will be serving on the Committee.

Councilor Spear said he attended a meeting on MS4 Permit regarding Storm Water. He said as we transfer from these lots impervious to pervious surface that will cost money and at the State level off site improvements are permitted if a developer is going to an impervious surface they could mitigate that through a funding mechanism through the efforts the City is making. It may only be a \$20,000.00 grant but that is something we could use.

Mayor Blalock said the Committee meetings would be open to the public.

2. Appointments to be Considered:

- Reappointment of Barbara McMillan to the Conservation Commission
- Reappointment of Steve Miller to the Conservation Commission
- Reappointment of Allison Tanner to the Conservation Commission

The City Council considered the individuals listed above to be voted on at the May 1, 2017 City Council meeting.

3. Appointments to be Voted:

Assistant Mayor Splaine moved the reappointment of Adrienne Harrison, Kate Zamarchi to the Conservation Commission until April 1, 2020; reappointment of Rick Becksted, Jacqueline Cali-Pitts and Lisa Louttit to the Recreation Board until April 1, 2020. Seconded by Councilor Pearson and voted.

4. Resignation – Kimberly Meuse from the Conservation Commission

Councilor Spear moved to accept with regret the resignation of Kimberly Meuse from the Conservation Commission with a thank you letter for her service to the City. Seconded by Councilor Pearson and voted.

Mayor Blalock said that Councilor Spear will be postponing his item until the new Committee can do its work on these kinds of matters.

C. ASSISTANT MAYOR SPLAINE & COUNCILOR DWYER

1. Welcoming Communities Resolution

Assistant Mayor Splaine and Councilor Dwyer read the Resolution.

Assistant Mayor Splaine moved to approve the Resolution. Seconded by Councilor Dwyer.

Councilor Denton asked if the Police Commission or the School Department have reviewed the Resolution. City Manager Bohenko said the Police Chief has reviewed the Resolution but not the Commission or the School Department.

Councilor Cyr requested on the Resolution where all the City Councilors names are listed that his be Joshua Cyr and not Josh Cyr.

Motion passed.

D. COUNCILOR PERKINS

1. Update Re: Housing Committee Activities

Councilor Perkins provided an update on activities of the Housing Committee. She reported that the Committee adjourned at the end of the year. The policy was adopted at the City Council level. She said there will be some zoning changes coming forward. She stated a survey was done by Portsmouth Huttle on what kind of housing that will be looked for in the future. Councilor Perkins said there will be a session in June of the Portsmouth Housing Huttle with a presentation on what housing will look like in the future.

Councilor Perkins spoke regarding food trucks hours of operating being a concern. She asked the City Manager how she could move the matter forward and get the food trucks involved in a discussion. City Manager Bohenko said input can be provided to him and he would speak with staff. He said this is something that could work in the Vaughan Mall.

E. COUNCILOR DWYER

1. Council Rule Re: Public Hearings

Councilor Dwyer asked if it would be favorable to have a City Council Rule regarding Public Hearings. She said public comment has become so long this year we have been subject to people coming and talking at our public comments from other communities. She would like a rule to have residents, business owners speak first before a non-resident and then during public hearings that out of town residents have a 3 minute limit.

Councilor Perkins said this is a great topic for the Retreat.

Councilor Spear said he will make comments at the Retreat.

Assistant Mayor Splaine said he wrote the public comment session rule in 1991 and feels it is a great idea. He feels a rule would be great on this matter.

Councilor Lown said every ordinance and rule is made because someone is inconsiderate.

F. COUNCILOR SPEAR

1. Surface Parking

Councilor Spear postponed this matter due to the late hour.

G. COUNCILOR DENTON

1. Smaller Curbside Composting Pilot Program

Councilor Denton moved that the City Manager report back with a cost estimate for a contracted curbside residential composting pilot program for just the single Ward that has the largest ratio of residents living there over the least amount of backyards. Seconded by Assistant Mayor Splaine.

Councilor Spear said this is a great idea and would like to see the Public Works Department decide on the geography on this matter and inform the City.

Councilor Denton moved to amend the motion that the City Manager report back with a cost estimate for a contracted curbside residential composting pilot program for residents. Seconded by Assistant Mayor Splaine.

Councilor Spear said that this is a good idea for the budget process.

Motion passed.


XI. MISCELLANEOUS/UNFINISHED BUSINESS

Councilor Dwyer asked when the budget will be released. City Manager said on April 28th and there would be a press conference at 8:00 a.m.

Councilor Denton requested that the City Council do a walk of Hodgdon Brook in the near future.

XII. ADJOURNMENT

At 10:45 p.m., Councilor Spear moved to adjourn. Seconded by Councilor Lown and voted.



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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 1, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Appropriating the sum of Four Hundred Four Thousand Seven Hundred Ninety Dollars and Forty Cents (\$404,790.40) for the Foundry Place Sewer Line Project. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

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

**CITY OF PORTSMOUTH, NEW HAMPSHIRE
GENERAL FUND SUPPLEMENTAL APPROPRIATION
TWO THOUSAND SEVENTEEN**

RESOLUTION # **A RESOLUTION APPROPRIATING THE SUM OF FOUR HUNDRED FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND FORTY CENTS (\$404,790.40) FOR THE FOUNDRY PLACE SEWER LINE PROJECT.**

RESOLVED: **BY THE CITY COUNCIL OF THE CITY OF PORTSMOUTH, NEW HAMPSHIRE ASSEMBLED AS FOLLOWS:**

THAT, the sum of Four Hundred Four Thousand Seven Hundred Ninety Dollars and Forty Cents (\$404,790.40) be and hereby is appropriated to pay for the Foundry Place Sewer Line project, and such sum representing the amount of Four Hundred Four Thousand Seven Hundred Ninety Dollars and Forty Cents (\$404,790.40) be appropriated from premium the City received from the sale of previously issued General Obligation bonds (after payment of underwriter's discount) that is allocable to the sewer fund capital improvement projects.

THAT, the expected useful life of the project is determined to be at least 20 years.

THAT, this resolution shall take effect upon its passage.

APPROVED BY:

**_____
JACK BLALOCK, MAYOR**

ADOPTED BY CITY COUNCIL

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

SECTION 7.14-AMENDMENTS TO BUDGET AFTER ADOPTION

Any appropriation shall be made for any purpose not included in the annual budget as adopted unless voted by a two-thirds (2/3) majority of the Council after a public hearing held to discuss said appropriation. The Council shall, by resolution, designate the source of any money so appropriated.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 1, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Appropriating the sum of Four Hundred Eighty Seven Thousand Nine Hundred Fifty Four Dollars and Twenty Cents (\$487,954.20) for the Foundry Place Water Line Project. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

LEGAL NOTICE
NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 1, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Resolution Appropriating the sum of Four Hundred Eighty Seven Thousand Nine Hundred Fifty Four Dollars and Twenty Cents (\$487,954.20) for the Foundry Place Water Line Project. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.
Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk

**CITY OF PORTSMOUTH, NEW HAMPSHIRE
GENERAL FUND SUPPLEMENTAL APPROPRIATION
TWO THOUSAND SEVENTEEN**

RESOLUTION # **A RESOLUTION APPROPRIATING THE SUM OF FOUR HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS AND TWENTY CENTS (\$487,954.20) FOR THE FOUNDRY PLACE WATER LINE PROJECT.**

RESOLVED: **BY THE CITY COUNCIL OF THE CITY OF PORTSMOUTH, NEW HAMPSHIRE ASSEMBLED AS FOLLOWS:**

THAT, the sum of Four Hundred Eighty Seven Thousand Nine Hundred Fifty Four Dollars and Twenty Cents (\$487,954.20) be and hereby is appropriated to pay for the Foundry Place Water Line project, and such sum representing the amount of Four Hundred Eighty Seven Thousand Nine Hundred Fifty Four Dollars and Twenty Cents (\$487,954.20) be appropriated from premium the City received from the sale of previously issued General Obligation bonds (after payment of underwriter's discount) that is allocable to the water fund capital improvement projects.

THAT, the expected useful life of the project is determined to be at least 20 years.

THAT, this resolution shall take effect upon its passage.

APPROVED BY:

JACK BLALOCK, MAYOR

ADOPTED BY CITY COUNCIL

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

SECTION 7.14-AMENDMENTS TO BUDGET AFTER ADOPTION

No appropriation shall be made for any purpose not included in the annual budget as adopted unless voted by a two-thirds (2/3) majority of the Council after a public hearing held to discuss said appropriation. The Council hall, by resolution, designate the source of any money so appropriated.

PORTSMOUTH POLICE DEPARTMENT

MEMORANDUM

DATE: MARCH 28TH, 2017
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: BRENNA CAVANAUGH, CHAIR, PORTSMOUTH POLICE COMMISSION
DAVID J. MARA, CHIEF OF POLICE
RE: DONATION

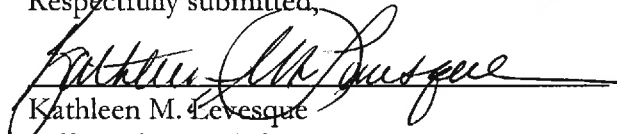
At the March 28th, 2017 special Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant:

- a.) A grant in the amount of \$500,000 from the New Hampshire Department of justice for the New Hampshire ICAC Task Force, 'Project Forensic Shield', contingent upon state approval of the funds.

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting.

We respectfully request this donation be placed on the May 1st, 2017 city council agenda.

Respectfully submitted,


Kathleen M. Levesque
Office of the Chief

copies: Board of Police Commissioners
Finance Director Judie Belanger

Admin. Mgr. Karen Senecal
Business Asst. Tammie Perez

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 Department of Justice		1.2. State Agency Address 33 Capitol St, Concord NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth NH 03801	
1.5 Subrecipient Phone # (603)427-1500	1.6. Account Number TBD	1.7. Completion Date 06/30/2019	1.8. Grant Limitation \$ 500,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603)271-3658	
"By signing this form we certify that we have complied with any public meeting for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 _____		Subrecipient Signor 1 _____	
Subrecipient Signature 2 <i>If Applicable</i> _____		Subrecipient Signor 2 <i>If Applicable</i> _____	
No signatures needed until after council vote.			
1.13. Acknowledgment: State on _____, before the undersigned, appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person as signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated _____ 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 _____			
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"), 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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**ICAC New Hampshire Task Force
Department of Justice Grant
ABSTRACT**

Grantee Name: Portsmouth Police Department

Grantee City/State/County: City of Portsmouth, NH, Rockingham County

Grantee Point of Contact

Sgt. Thomas A. Grella
NH ICAC Task Force Commander
(603) 610-7429
grellat@cityofportsmouth.com

Project Name: NH ICAC Task Force PROJECT FORENSIC SHIELD

Project Justification: Purpose of Project:

To increase efforts in conducting proactive investigations, to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain, as well as, increase community outreach.

Project Description:

Monies awarded will provide programmatic assistance to affiliates who designate their personnel in these efforts.

The task force is staffed with competent team members. Forensic examiners, astute to emerging technologies and techniques to process computers and other media systems. Investigators and interviewers are aware of criminal methodologies, trends, and habits utilized by commercial enterprises that seek to exploit children.

It is important to provide community education and its connection to crime prevention. Curriculum will be distributed through community outreach programs, live presentations, or through learning institutions. By educating community members, we hope to lower the victimization rates while increasing the number of bona fide police reports. Ultimately, this allows the police to respond faster and with greater effectiveness to these crimes.

The monies will also be utilized to maintain forensic capacity and to provide training to personnel.

Amount Requested: \$ 500,000
(\$ 250,000 FY18/250,000 FY19)

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
7. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____
Date _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. The Portsmouth Police Department as Sub-Recipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services to enhance and sustain the Internet Crimes Against Children Task Force (ICAC) in compliance with the terms, conditions, specifications, and scope of work as outlined in state award #2018IC01 under state solicitation 2018-ICAC.

2. The Sub-Recipient shall be reimbursed by the DOJ based on budgeted expenditures described in #2018IC01. The Sub-Recipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Sub-Recipients are required to maintain supporting documentation for all grant expenses both federal and match and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. All correspondence and submittals shall be directed to:
Thomas Kaempfer
NH Department of Justice
33 Capitol Street
Concord, NH 03301
603-271-8090 or Thomas.Kaempfer@doj.nh.gov

Grantee Initials _____
Date _____

EXHIBIT B

State of New Hampshire P-37 Grant Agreement

-SCHEDULE/TERMS OF PAYMENT-

1. The Sub-Recipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. Funding is contingent upon appropriated State of New Hampshire General Funds.
3. The Sub-Recipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Sub-Recipient's account receivables address per the Financial System of the State of New Hampshire.
4. The State's obligation to compensate the Sub-Recipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

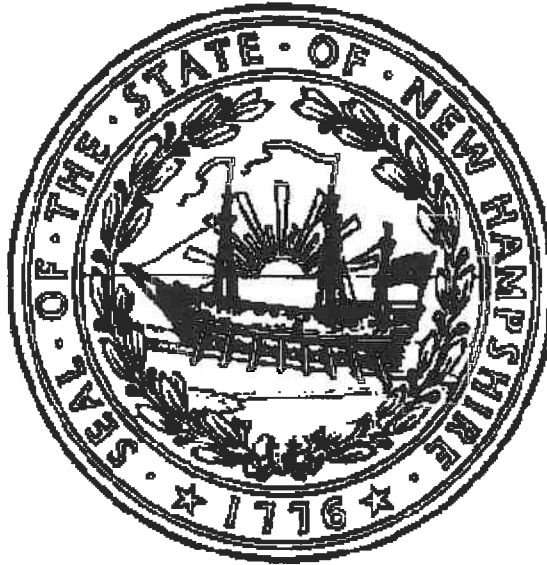
3a -The Sub-Recipient shall be awarded \$250,000.00 of the total Grant Limitation from 7/1/17 thru 6/30/2018, with approved expenditure reports.

3b -The Sub-Recipient shall be awarded \$250,000.00 of the total Grant Limitation from 7/1/18 thru 6/30/2019, with approved expenditure reports.

Grantee Initials _____
Date _____



STATE OF NEW HAMPSHIRE



DEPARTMENT OF JUSTICE

Joseph A. Foster
Attorney General

**SFY 2018/2019 Internet Crimes Against Children (ICAC)
State Grant Funding**

EXHIBIT C

Grantee Initials _____
Date _____



Introduction

The Grants Management Unit (GMU) at the New Hampshire Department of Justice (NH DOJ) has the distinction of being the State Administering Agency (SAA) for multiple federal grants. Adherence to the rules, regulations, and performance measurements of those federal grants is of the utmost importance to the GMU and NH DOJ. Funding is contingent on the proper management of all federal money and this agency takes great pride in ensuring that those requirements are met. The NH DOJ often is tasked with managing state-funded grant programs. The same strict adherence to rules, regulations, and performance measurements extends to all grants managed by the GMU.

Application and Budget

Requests for funding from the NH DOJ, both federal and/or state funds, require the applicant agency to submit a project narrative, budget, and budget narrative. The NH DOJ has a standard application that includes all necessary sections that need to be completed and should be submitted at the time of requesting funds.

- ✚ The project narrative will outline the agency's goals and objectives for the funds requested.
- ✚ The budget will be a monetary breakdown, by appropriate budget category, for all funding requested to support the goals and objectives indicated in the project narrative.
- ✚ The budget narrative will explain the reason and justification in detail for the requested funds, per budget category.

All applications will be reviewed in full by the staff of the GMU and any corrections or clarifications will be requested from the applicant agency, if required.

Awards

If selected for funding the NH DOJ and the requesting agency will enter into a state approved contract, called a P-37. Included with the state contracts are the terms and conditions of the grant and must be agreed to as part of the contract process. Contracts to an agency from the NH DOJ of \$25,000 or more, cumulatively, in the state fiscal year (July to June) require approval by the Governor and Executive Council. Once approved by Governor and Council funding of the program may begin.

Grantee Initials _____
Date _____



Payments

Grant funding awarded from the NH DOJ will be paid to the receiving agency on a reimbursement basis. Expenditure reports must be submitted to the NH DOJ on a quarterly basis, with a due date of 15 days after the end of the previous quarter. For example, with an award that begins July 1 – your first quarterly expenditure report is due October 15th, or 15 days after the close of the first quarter on September 30th. Expenditure reports must be submitted to NH DOJ even if no funding was utilized.

Performance Measurements

To ensure that the goals and objectives of the project are being met, the NH DOJ requires applicant agencies to report specific performance measurements. The New Hampshire Internet Crimes Against Children (ICAC) Task Force will be required to report the following performance measurements to the NH DOJ quarterly, due with quarterly expenditure reports:

Objective	Performance Measure(s)	Data Grantee Provides
Maintain and expand state ICAC task force to prevent, interdict, investigate, and prosecute Internet Crimes against children	Percentage increase in arrests.	Number of ICAC-related arrests during the current reporting period.
Improve task force effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children.	Percentage increase in investigations that led to an arrest or conviction. Percentage increase in prosecutions	Number of investigators/prosecutors/education and forensic specialists dedicated during the current reporting period Number of investigations initiated for Internet crimes against children during the current reporting period. Number of prosecutions initiated for Internet crimes against children during the current reporting period. Number of investigations completed for Internet crimes against children during the current reporting period, including outcome.

Grantee Initials _____

Date _____



		Number of prosecutions completed for Internet crimes against children during the current reporting period, including outcome.
	Percentage increase in computer forensic examinations that ICAC task force completes.	Number of computer forensic examinations that ICAC task force completed during the current reporting period.
	Number of community presentations made regarding dangers of Internet crimes against children	Number of presentations and/or community meetings presented by members of the ICAC task force during the current reporting period.

In addition to the above mentioned quarterly statistics, ICAC will submit one yearly narrative report, due on or before June 30th of each year beginning June 30, 2018. The report will highlight the efficacy of the ICAC program and is intended for public release.

Other performance measurements may be requested by, but not necessarily limited to, the Governor, members of the New Hampshire Legislature, or by the Attorney General. If this were to occur the ICAC will be given an appropriate amount of time to assemble and disseminate the requested information.

Allowable Costs

Reimbursable costs under this grant include:

- ✚ Salary
- ✚ Benefits
- ✚ Training
- ✚ Equipment
- ✚ Funds to support local ICAC affiliate agencies in good standing with the New Hampshire ICAC and their efforts to combat Internet crimes against children.

Unallowable Costs

Funds awarded to the ICAC may only be used to expand or enhance funds already budgeted to or by the agency. The supplanting of locally budgeted and approved funds for routine law

Grantee Initials _____

Date _____



enforcement duties is prohibited. Other items that are generally considered unallowable, and will not be reimbursed, include but are not limited to:

- ✦ Funds to support lobbying
- ✦ Construction or physical building modifications
- ✦ Compensation of Federal Employees
- ✦ Land Acquisition
- ✦ Bonuses or Commission
- ✦ Fundraising
- ✦ Entertainment

Grantee Initials _____
Date _____



**THE STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE
GRANTS MANAGEMENT UNIT**

MISSION STATEMENT

The Grants Management Unit of the Department of Justice exists to make a difference in the lives of the citizens of New Hampshire by ensuring the proper use of federal funds for criminal justice purposes. The Grants Management Unit does this through:

- * The professional administration of grant resources;
- * The adherence to all underlying federal and state requirements;
- * The coordination of federal criminal justice resources available to the state; and
- * Efficient service and assistance.



Program Title: NH ICAC Task Force – FORENSIC SHIELD

Grant Starting Date: July 1, 2017

Ending Date: June 30, 2019

Program Implementation Date: July 1, 2017

DUNS #: 073976706

Federal Funds Requested \$ 500,000 (250,000FY18, 250,000FY19) SAM Expiration: 10/22/17

Agency Name: City of Portsmouth Police Department

Chief Elected Official/Head of Agency*

Name: David J. Mara

Title: Chief of Police

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 03801

Telephone: 603-610-7457

Fax: 603-433-8809

E-mail: marad@cityofportsmouth.com

Project Director

Name: Thomas A. Grella

Title: Detective Sergeant-ICAC
Commander

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 03801

Telephone: 603-610-7429

Fax: 603-427-1574

E-mail: grellat@cityofportsmouth.com

Financial Officer

Name: Karen A. Senecal

Title: Administrative Manager

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 0.801

Telephone: 603-610-7416

Fax: 603-427-1510

E-mail: senecalk@cityofportsmouth.com

*all grant-related documents will be sent to the head of agency unless head of agency requests that they be sent to the project director



Project Narrative:

The mission of the New Hampshire ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

High speed internet access and other connected technologies have never been more accessible. Even in the state's most remote areas we find these technologies flourishing especially well. The latest mobile devices now allow users to harness nearly all the capabilities of fully functional desktop workstations while still being located in the most rural areas. Marketing strategies have also facilitated computer usage.

Cellular technology offers a cheap, if not free, way for children to socialize with their peers. The adoption of text messaging by teenagers is simply extraordinary. Text messaging has actually surpassed verbal communication as the primary way of interacting in areas throughout the country. According to an April 9, 2015 report from the Pew Research Center, 92% of teens go online daily, including 24% who said they go online "almost constantly". Teenagers and adolescents interact with strangers in social networking sites such as Omegle.com, MeetMe and Tumblr. These interactions have resulted in the potential exploitation of naive children. We are seeing a similar trend in the online gaming community. Interactive video games are now the norm. This means that once the game is integrated with an internet connection, the player can play with (or against) other live players around the world and while doing so, can communicate directly with their peers.

That's not to say that computer technology hasn't had a positive impact on young people. Communication has never been so accessible and inexpensive. Kids can now socialize with their friends anywhere without restriction. Facebook continues to be one of the most popular and frequently used social media platforms among teens; half of teens use Instagram, and nearly as many use



Snapchat.¹

Unfortunately, as the country embraced computer technology, simultaneously, a more nefarious group migrated to the internet. Criminals immediately realized that the internet could be used to promote their illicit activities. At the forefront of this movement were individuals seeking to exploit children naive to the dangers of online communications. Other studies draw similar conclusions. Another survey reports: “One-third of teens are considering meeting face-to-face with a stranger they met online with 14% of those confirming that they have already had such an encounter.” In addition, 45% of those polled have been solicited for personal information by a stranger. More alarming, is the fact that only 18% of youth said they disclosed these encounters with their parents or guardians. To reduce the online exploitation of children, ICAC Task Force members must be astute with the latest advances in technology. This is far from an easy assignment, because when new technology emerges, so does the complexity and volume of these cases.

Meeting these challenges starts with training, education, and logistical support. Digital evidence cannot be processed by just anyone. The skill-set of forensic examiners represents the highest level of expertise in the law enforcement arena. The current economic climate has not helped to meet these tasks. Local, county, and state law enforcement agencies continue to see their budgets cut.

Combined with all this, despite continued task force growth, the alarming fact remains: the online exploitation of children is not subsiding. Hence, the NH-Department of Justice Grant is essential for NH ICAC Task Force to protect children. The NH ICAC Task Force is proud to assert it was one of the First Tier ICAC task forces established under the 1998 Department of Justice Grant. Since then, the NH ICAC Task Force continued to build its capacity in order to improve its ability to arrest

¹ <http://www.pewinternet.org/2015/04/09/teens-social-media-technology-2015/> “Teens Media & Technology Overview 2015



criminals that exploit our youth. We propose to continue achieving this goal by using grant funds for: Training, improvements to our lab located in Manchester, continue to support workstations throughout the state, case investigations, victim identification, case referrals, information sharing, and community outreach programs.

Project/Program Description Design and Implementation:

This project will run for a period of 24 months. The project shall begin July 01, 2017 and end on June 30, 2019.

The Portsmouth Police Department will serve as grantee. Detective Sergeant Thomas A. Grella will serve as the Task Force Commander and project director with overall responsibility for project management and budget oversight.

As the grantee, the Portsmouth Police Department will have the responsibility for overall project oversight, fiscal management, quality control, and supervision of affiliate agencies. The Portsmouth Police Department will implement and oversee investigations, community outreach and training related to this project. The Portsmouth Police Department will work with the established network of task force affiliate agencies within New Hampshire, (currently at 98). These agencies offer technical resources, criminal investigators and forensic examiners for investigating technology-facilitated crimes against and exploitation of children.

The Portsmouth Police Department retains primary responsibility for receiving, assigning and disseminating all ICAC leads to include: Cybertips, Peer-to-peer investigations, solicitation investigations, and traveler cases throughout the state. The Portsmouth Police Department will be responsible for all reporting requirements of this grant to include statistical reporting (compiling, collating and reporting), Progress Reports, case tracking, and any other reporting as required by the State of New Hampshire.



**FY18 NH ICAC: Forensic Shield Grant
New Hampshire Department of Justice**

Project Goal	Objective	Performance Measure	Data Grantee Provides
Properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; provide training and equipment to those involved in investigating and prosecuting ICAC; and provide community education regarding the prevention of ICAC.	Maintain and expand state ICAC task force to prevent, interdict, investigate, and prosecute Internet Crimes against children	Percentage increases in arrests	Per reporting period, provide # of ICAC related arrests
	Improve task force effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children.	Percentage increase in: documented complaints, # investigations, Case dispositions, child victims identified, and cases prosecuted	Per reporting period, provide # of ICAC related investigative activities by category
	Increase proactive efforts by identifying individuals in NH who are accessing child pornography	Percentage increase in computer forensic examinations that ICAC task force completes.	Per reporting period, provide # of ICAC related computer forensic exams
	Improve community outreach through media, education, and events	Percentage increase in public presentations, events, and public awareness campaigns	Per reporting period, provide # ICAC related community outreach events.

Sustainability and Evaluation Plan:

Sustainability

These types of investigations have no boundaries and are a statewide problem. The federal government acknowledged the need for coordinated agency effort to combat this issue. Since its inception, the ICAC program has been funded solely with federal grant funds that have resulted in many investigations leading to the arrest and conviction of perpetrators in NH. However, since 1998, the access to the internet and the volume of unidentified perpetrators has increased to a level that exceeds the federal funding allocated for these investigations.

The federal funding cannot solely support all these investigative efforts. Currently, the NH ICAC Task Force is level funded each year. Due to the statewide nature of the problem, the expertise required to investigate these crimes, and the randomness of where these perpetrators are within the state, it is impractical for individual agencies to maintain this type of specialized investigator within their agency or to absorb the additional costs for investigators along with the costly investigative equipment required. As such, without the NH grant funding, the level of investigations and community outreach would return to the



levels supported by the federal government.

Evaluation Plan

The ICAC task forces across the nation utilize ICAC Data Systems to collect and track data from each affiliate agency. On a monthly basis, these agencies are required by the federal grant program to submit monthly activity. In addition, the Task Force Commander is required to prepare and submit a bi-annual progress report to the federal government. As a requirement for the ICAC Forensic Shield project, the commander will provide quarterly data and written progress reports indicating the comparison to prior year's federal activities to show the increase in activity resulting from the NH funding, should this grant be approved.

Program Management/ Administrative Capabilities:

In 1998, the Portsmouth Police Department acted as a grantee and lead agency for the ICAC Task Force Program, in Northern New England.. In the initial days of the Task Force, the Portsmouth Police Department managed all grant operations conducted by what was then known as the Northern New England ICAC Task Force. This included Portsmouth Police Department as well as a small number of affiliate agencies from Maine and Vermont.

Past employees of the Portsmouth Police Department continue to be highly active with the current ICAC mission. For example, former Portsmouth Police Chief Bradley J. Russ, is the Program Director for the National Criminal Justice Training Center of Fox Valley College as well as Retired Detective Timothy West, who is the Program Coordinator of the Montana ICAC Task Force.

The accomplishments of these individuals and the current staff at the Portsmouth Police Department ensure that the NH ICAC Task Force is one of the most progressive in the nation. This also demonstrates an effective management strategy which spans more than nineteen years. All



evidence points to the Portsmouth Police Department as having the required capabilities and competencies to carry out this project.

Detective Sergeant Thomas A. Grella currently acts as the Commander of the NH ICAC Task Force and has served in that capacity since 2011. He has over 26 years of law enforcement experience. He has received advanced training in the management and supervision of the ICAC Task Force.

The task force *lead* agencies affiliated with the task force are Concord, Nashua, Manchester, Rochester, Hinsdale, Derry, Bedford, and Portsmouth. Investigators from these agencies provide assistance on a collateral duty basis at their agency. These investigators have various skills sets that contribute to the overall mission of the task force. In addition, there are many other agency affiliates with the task force whose investigators provide assistance on an as needed basis. The overall total of agencies who have signed agreements with the NH ICAC Task Force is 98.

Karen Senecal is the Administrative/Fiscal Manager for this project. Ms. Senecal acts as the financial point of contact for this project. She is tasked with maintaining all fiscal documentation relevant to accounts receivable and payable. This includes management of grant monies, salary, employee benefits, audits, and other fiscal duties. No portion of Ms. Senecal's salary or benefits will be paid by this project.

Project start - 07/01/2017 Project end – 06/30/2019

A	Personnel /Salaries	\$178,319
B	Personnel / Fringe Benefits	\$124,246
C	Travel	\$15,300
D	Equipment	\$12,000
E	Supplies	\$32,205
F	Construction	\$0
G	Consultants & Contracts	\$132,850
H	Other	\$5,080
I	Indirect Costs	\$0
	TOTAL	\$500,000

A) PERSONNEL SALARIES

Regular Salaries	7/1/17 - 6/30/18 12mo. Costs	2% Cola 7/1/18 - 6/30/19 12mo. Costs	%	24-mo Salary
100% Bourque, Steve (Rochester Police Department), NH) <small>07/01/16-06/30/17</small>	\$60,433	\$61,642	1.00	= \$122,075
40% Tompkins, Scott (Derry Police Department) <small>07/01/16-06/30/17</small>	\$69,610	\$71,002	0.4	= \$56,245

Total 12-Month Salary **\$178,319**

B) PERSONNEL FRINGE BENEFITS

Regular Benefits	07/01/16-06/30/17 12 mo. Costs	2% Cola (sal/Hlth/Dnt) 7/1/18 - 6/30/19 12mo. Costs	%	12-mo Benefits
100% Bourque, Steve (Rochester PD)				
Holiday Pay	\$2,557	\$2,608	1	\$5,165
Early Report	\$3,777	\$3,853	1	\$7,630
Longevity Pay	\$0	\$0	1	\$0
Clothing Stipend	\$500	\$510	1	\$1,010
Speciail Detail Stipend	\$0	\$0	1	\$0
Health	\$19,879	\$20,276	1	\$40,155
Dental	\$250	\$255	1	\$505
AD&D	\$0	\$0	1	\$0
Retirement	\$19,650	\$20,042	1	\$39,692
Medicare	\$968	\$987	1	\$1,956

Life	\$9	\$9	1	\$18
	\$47,589	\$48,541	1	= \$96,130

40% Tompkins, Scott (Derry PD)

Holiday Pay	\$0	\$0.00	0.4	\$0
Longevity Pay	\$520	\$530.40	0.4	\$420
Clothing Stipend	\$650	\$663.00	0.4	\$525
Special Detail Stipend	\$0	\$0.00	0.4	\$0
Health (Buyout)	\$8,349	\$8,516.35	0.4	\$6,746
Dental	\$959	\$977.85	0.4	\$775
AD&D	\$190	\$190	0.4	\$152
Retirement	\$23,096	\$23,558	0.4	\$18,662
Medicare	\$1,017	\$1,037	0.4	\$822
Life	\$17	\$17	0.4	\$13
	\$34,798	\$35,490.13	0.4	= \$28,115

Total 12-month Benefits **\$124,246**

C) TRAVEL

<u>Purpose</u>	<u>Location</u>	<u>Item</u>	<u>Calculation</u>	<u>Cost</u>
<u>Training-Forensic Capacity</u>	TBD	Lodging	(9 x 150 x 4nights x 2)	\$2,700
		Airfare	(9 x 400 x 2)	\$7,200
		Meals	(9 x 75 x 4 x 2)	\$5,400
<u>Meetings</u>	TBD	Lodging	(\$0 x 0 x 0 x 0)	\$0
		Airfare	(\$0 x 0)	\$0
		Meals	(\$0 x 0 x 0 x 0)	\$0
			(0x0)	\$0

Total Travel **\$15,300**

D) EQUIPMENT

Celebrite (mobile forensic device)	(1 x 12000)	\$12,000
		\$0

Total Equipment **\$12,000**

E) SUPPLIES

Workstation (PC, monitor, printer)	(4ea x \$1000)	\$4,000
Cell Phones	(9 ofc x 50ea x 12mo x 2yr)	\$10,800
Optical Media (i.e. magnetic, flash media)	(9ofc x \$150ea x 2yr)	\$2,700
Productivity Software (i.e. MS Office 2@2504)	(9ofc x \$250ea x 1)	\$2,250
Electronic Evidence Protection Supplies	(9ofc x \$150 x 2yr)	\$2,700
Community Outreach/Marketing supplies (ex: programs, flyers)	\$4878per yr x 2yr	\$9,755

Total Supplies **\$32,205**

F) CONSTRUCTION

NONE	N/A	\$0
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Total Construction **\$0**

G) CONSULTANTS & CONTRACTS

Agency: **Manchester Police Department**

7/1/17 - 6/30/18 2% Cola
12mo. Costs 7/1/18 - 6/30/19
12mo. Costs

Det. Rob Tremblay	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17			
	Total Contract Rate	\$72	\$73			

# Hours			
	FY18	FY19	
	125	125	\$18,175.96

Total Manchester \$18,176

Agency: **Manchester Police Department**

Det. Matthew Solari	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17			
	Total Contract Rate	\$72	\$73			

# Hours			
	FY18	FY19	
	125	125	\$18,175.96

Total Manchester \$18,176

Agency: **Bedford Police Department**

Det. Matthew Fleming	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15			
	Total Contract Rate	\$67	\$68			

# Hours			
	FY18	FY19	
	125	125	\$16,854.07

Total Bedford \$16,854

Agency: **Nashua Police Department**

Det. Dan Hodges	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16			
	Total Contract Rate	\$71	\$72			

# Hours			
	FY18	FY19	
	125	125	\$17,845.49

Total Nashua \$17,845

Agency: **Nashua Police Department**

Det. Peter Laroche	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16			
	Total Contract Rate	\$71	\$72			

# Hours			
	FY18	FY19	
	125	125	\$17,845.49

Total Nashua \$17,845

Agency: **Concord Police Department**

Det. Joe Chaput	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15			
	Total Contract Rate	\$67	\$68			

# Hours			
	FY18	FY19	
	125	125	\$16,854.07

Total Concord \$16,854

Agency: **Concord Police Department**

			# Hours		
Det. Michael Cassidy	OT Rate	\$52	\$53		
	Medicare	\$1	\$1		
	Retirement	\$15	\$16	FY18	FY19
	Total Contract Rate	\$68	\$69	125	125
					\$17,184.54
					Total Concord \$17,185

Agency: **Other NH ICAC Affiliate providing support to an ICAC Operation***

			# Hours		
* As apprvd by NH ICAC Cmdr	OT Rate	\$50	\$51		
	Medicare	\$1	\$1		
	Retirement	\$15	\$15	FY18	FY19
	Total Contract Rate	\$65	\$67	75	75
					\$9,914.16
					Total \$9,914

Total Consultants & Contracts \$132,850

D) OTHER

Internet Access- undercover account	(\$100 x 12accts x 2yr)	\$3,000
Forensic Certifications	(\$395 x 2cert x 2yr)	\$1,580
Professional Forensic Memberships	(\$250 x 2yr)	\$500
Undercover U.S. Mailbox	(00 x 0)	\$0
Production Software/Lic. Renewals	(0 x*0)+(0 x 0)+(0 x 0)	\$0

Total Other \$5,080

J) INDIRECT COSTS

NONE	N/A	\$0
		Total Indirect Costs \$0



New Hampshire Department of Justice

BUDGET NARRATIVE:

Personnel (Salaries and Fringe Benefits):

Detectives Steve Bourque and Scott Tompkins. He have attended extensive training in computer forensics and achieved status as the forensic examiner for the ICAC Taskforce. Detective Bourque will provide 100% of his duty time and Detective Tomkins will provide 40% of his duty time to conducting ICAC forensic examinations, investigations, and assisting local federal law enforcement bureaus on a case-by-case basis. As such, this project will provide for reimbursement of a portion (100% and 40 respectively) of Det. Bourque and Detective Tompkins salary and benefits.

Definitions:

Personnel/Salary: The collective bargaining agreements at Rochester and Derry police departments dictate the salary and benefits of each detective. As a result, the salary figures included in the grant for the second year are **projected** based on an average 2% COLA increase effective 7/1/18.

Fringe:

Holiday Day Pay: Includes 11 contractual holidays for Bourque and 0 for Tompkins

Longevity Pay: A stipend based on years of service of their employment.

Clothing Stipend: A stipend for required clothing.

Special Detail Pay: A stipend for being promoted to Detectives, per contract.

Early Report Pay: A Stipend to report for roll call 15 minutes before shift (Bourque)



Health: Employer portion of health insurance premiums for Bourque. The rates are established by the Rochester police department. Health Buyout stipend for Tompkins. Rate set by Derry police Department.

Dental: Employer portion of dental insurance premiums. The rates are established by the Derry and Rochester police departments.

Retirement and Medicare: In the state of NH, all public employees are required to participate in the New Hampshire Retirement System (NHRS). The rate for FY18 & 19 (city's fiscal year) will be 29.43%.

Medicare: Sworn staff/employer are required to pay Medicare on these earnings (1.45%)

Life: Employer portion of life insurance premiums. The rates are established by the Derry and Rochester police departments.

Travel:

The travel expenses are directly related to two trainings per year. Investigators will be exposed to the latest investigative techniques, behavioral issues of the offender and many other break-out sessions relative to investigating child exploitation cases. The sources for training will be carefully selected, will be industry-known as first rate training opportunities, and during this grant cycle we intend to send nine investigators.

As computer science is a constantly changing topic, we strive to train investigators in these areas to continue their education in technology facilitated crimes against the exploitation of children.

Equipment:

The equipment item listed allows the NH ICAC Task Force to increase its capacity and capability to investigate technology related crimes against and exploitation of children. The



Cellebrite mobile forensic device allows for the extraction of evidence related to investigations from mobile devices.

Supplies:

Workstations/Optical Media/Productivity Software: The supplies listed will outfit the lab to accommodate the increase in staffing. Four workstations will be added to the ICAC Lab in Manchester, to include storage media and productivity software.

Cell Phones: In addition to effectively investigate undercover operations each investigator will be outfitted with a cell phone.

Electronic evidence protections supplies: To protect evidence there are tools and equipment need to maintain its integrity.

General supplies: Lastly community outreach and marketing supplies to include programs flyers and handouts will be used to internet safety presentations and other educational efforts.

Construction:

No construction costs are included in this proposal.

Consultants and Contracts:

This grant includes funds for reimbursement of overtime expenses to the lead affiliates of NH ICAC. The cities of Concord, Manchester, Bedford, and Nashua, have historically dedicated personnel and resources to the NH ICAC efforts. With the current economy, it is very difficult for these local jurisdictions to justify spending local tax dollars to fund overtime expenses for investigations which may lie outside their primary jurisdiction. This allocation of funds will allow for continued and increased participation by these local agency investigators in the NH ICAC investigative efforts.



The calculation for per hour cost in this section is based on the employee's overtime rate (provided by the agency for rates effective on 7/1/17 and projected 7/1/18), plus Medicare (1.45%) and the New Hampshire Retirement System mandated employer contribution rate of 29.43% (detailed above under the Fringe section). Agencies listed in this section submit signed payroll records that include a date/per hour breakdown of costs attributable to approved grant related activities for reimbursement.

Other:

These costs represent the 12 months of having general internet access, covert/undercover ISP accounts.

Indirect Costs:

No indirect costs are included in this proposal.

Summary:

The total amount requested by the Portsmouth Police Department for the New Hampshire Internet Crimes Against Children Task Force is \$500,000.



I have read and understand the grant guidance provided with this application, to include specific guidelines and conditions, debarment certifications and other included materials provided with this application or solicitation.

In submitting this application, the applicant agrees to comply with the grant requirements set forth in the grant program guidance, grant award documents and other materials provided by the NH Department of Justice and/or the U.S. Department of Justice.

Name of Individual submitting application: _____

Date submitted: _____

Please Note: This application is intended to be submitted electronically. Original signatures, if required, will be obtained at a later date if an award is made. Attachments listed on the checklist should be scanned and submitted with the application. All application documents should be submitted electronically.



P.O. Box 842 Portsmouth, NH 03802 (603) 552-5824 www.SeacoastOutright.org

April 17, 2017

Honorable Mayor Jack Blalock
Portsmouth City Council
City Hall, 1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Blalock and Council Members:

On behalf of myself, the Board of Directors, the youth, and the many residents of the Portsmouth and surrounding towns who support Seacoast Outright, I would like to extend deep and sincere gratitude for the City's time, support and dedication in helping us establish and execute the First Annual Portsmouth PRIDE in 2015 and last year's Second Annual Portsmouth PRIDE. This event has reached thousands in our community, and has grown to be a greater success than we ever could have dreamed three years ago.

We were honored, at PRIDE 2015, to receive the Mayor's Award from former Mayor Robert Lister, for our work with LGBTQ+ youth. Last year, in 2016, an estimated 2,500 people attended Portsmouth PRIDE (up from approximately 2,000 in 2015), and it was again incredibly well-received by the region. We also heard from many business owners that it was their busiest day of the year. People of all ages came together to celebrate the inclusivity of all members of our community. Our favorite result, of course, was the incredible show of support that this "City of the Open Door" put forward for its youth. It was also, dare we say, "A Tiny Bit Huge."

Just as we had hoped, Portsmouth PRIDE has become the signature event needed to keep Seacoast Outright strong and well-recognized within a community that appreciates diversity and values its youth. As we look forward to June 24, 2017, we are extremely excited to make Portsmouth PRIDE 2017 an even greater success. There has perhaps never been a time in recent memory when the coming together of a community to demonstrate its support for its LGBTQ+ youth has been more important.

We were proud to have hosted an event last year that was safe, fun and family-friendly and that is what we will do once again. Attached, you'll find a rough timeline and description of our vision for 2017.

Notably, we are relocating the main event from Market Square to Strawberry Banke, which will greatly decrease the city resources that were generously provided for our 2015 and 2016 events (since the hours-long street closures of Pleasant and Daniel Streets are not requested). Instead, after two years of marching by color on sidewalks, we hope to march as one rainbow down temporarily-closed streets on our route from the Library to Strawberry Banke. We've also enclosed a map with our proposed route and are excited to work together with you to establish the best plan for Portsmouth PRIDE 2017.

We look forward to answering any questions, and meeting with the City to approve our Third Annual event!

Crystal Paradis, Portsmouth PRIDE Coordinator

Seacoast Outright Board:

Jd Dorr, Executive Director
Pip Clews, Chair
Christine Stilwell, Treasurer
Sarah Buckley, Secretary

Patrick Carroll
Joyce Kemp
Rebecca Rutter-Sanborn
Mercy Carbonell

PRIDE 2017 Event Proposal

We are requesting your approval to host a third annual community-based and family-friendly Portsmouth PRIDE event on Saturday June 24, 2017.

Walkers will gather at the Portsmouth Public Library. We are seeking your permission to temporarily block off the Portsmouth PRIDE march route [proposed in attached map as: Parrott Ave to Junkins Ave, Junkins Ave from Parrott to Pleasant Street, Pleasant St from Junkins to State Street, State Street from Pleasant to Marcy Street and Marcy Street from State Street to the entrance of Strawberry Banke] for approximately 30 minutes from 3:15pm to 3:45pm in order for walkers to proceed as a group from the Portsmouth Library/Middle School parking lot to the main gathering site at Strawberry Banke. There will be no floats, only individuals marching in celebration of our LGBTQ+ youth, with some banners and signage for each color of the rainbow.

Since we are gathering at Strawberry Banke, we will not be requesting hours-long closure of Pleasant Street to Market Square and Daniel Street. We are hoping that after two years of successfully marching as individual color groups on sidewalks on separate routes to the event, that we can close off the streets necessary to march as one unified rainbow for the amount of time it will take our roughly 2,500–3,000 marchers to proceed from the library to Strawberry Banke (which we estimate taking no longer than 30 minutes).

Event Timeline:

Saturday, June 24, 2017

2:00 pm – 6:00 pm — Portsmouth PRIDE event booths open (Strawberry Banke site)

3:15 pm – 3:45 pm — Portsmouth PRIDE March (Portsmouth Public Library lawn to Strawberry Banke)

3:45 pm – 6:00 pm — Speaking program, followed by entertainment (Strawberry Banke site)

All day — Out & About (Promoting patronage of restaurants and businesses throughout downtown)

7:00 pm – 9:00pm — Youth PRIDE Post-Party (site TBD)

8:00 pm – 11:59pm — Portsmouth PRIDE 21+ After Party (at 3S Artspace)

Event Description

Portsmouth PRIDE March

Our marchers will gather at the Portsmouth Public Library on Parrott Ave and, at 3:15pm, will march to the main event location at Strawberry Banke, route to be determined with city input. Our rainbow-forming color teams have become an anticipated trademark of the Portsmouth PRIDE march, and we will be repeating this element again in 2017. We hope to march as one unified rainbow this year, gathering at the main location to celebrate in our signature rainbow crowd. There will not be any floats, only individual marchers with co-captains carrying the banner for each color of the rainbow, as in the 2015 and 2016 events.

Portsmouth PRIDE Program

The stage program at Strawberry Banke will begin around 3:45pm and will include brief remarks and a few musical/entertainment performances. The official stage program will run until 6pm, under the sound guidelines required at Strawberry Banke to not disturb the surrounding neighborhood. At 6pm, the event at main location will end and transition into “Out & About.”

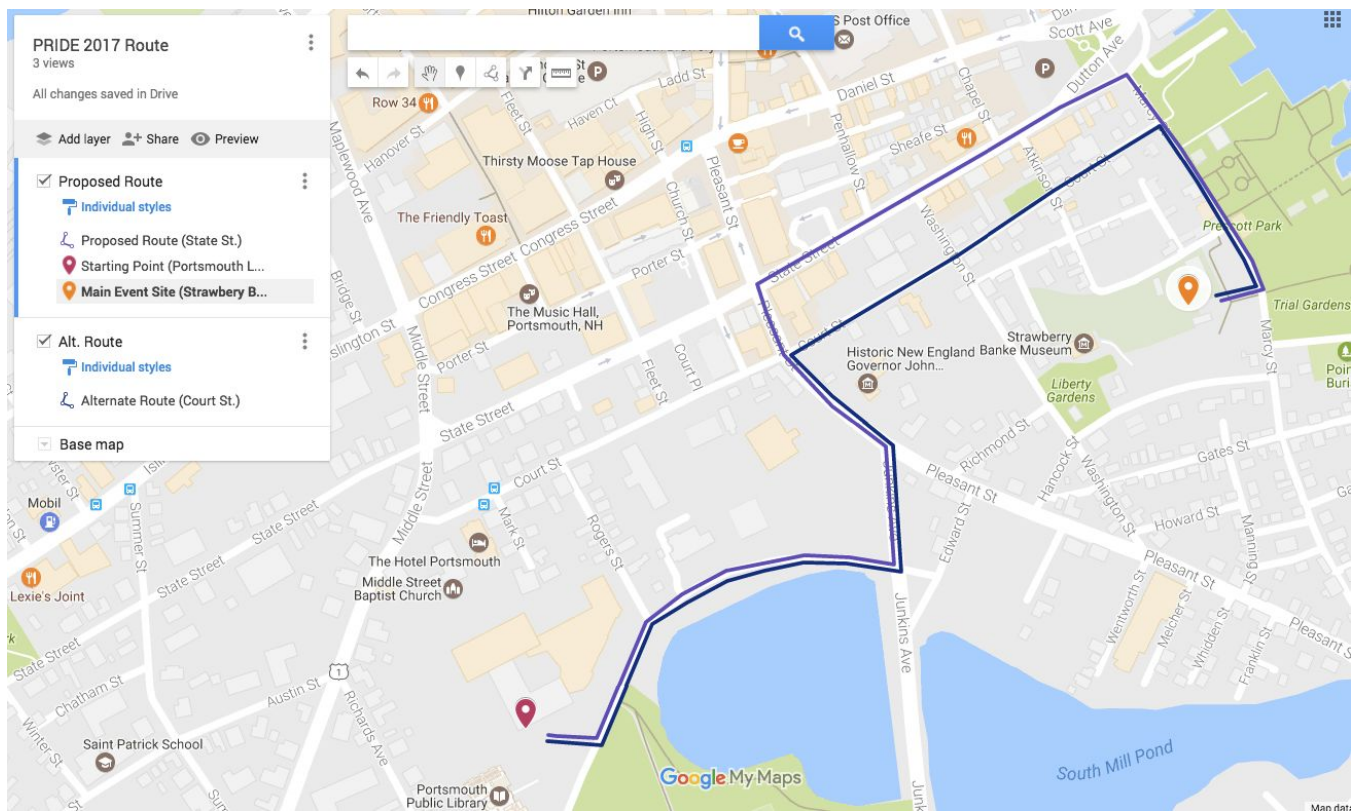
Out & About

Out & About is from 5-9pm, where attendees are encouraged to visit stores and restaurants throughout the downtown area, with locations highlighted who have actively partnered with Portsmouth PRIDE to offer discounts and specials in celebration of PRIDE.

PRIDE Youth Post-Party and 21+ After Party

There will be two parties after the main event and Out & About. The youth after party, for those under 21, will take place at a location to be determined (last year, this took place at Seacoast Rep North) and will feature alcohol-free dancing and celebration. The 21+ after party will take place at 3S Artspace, from 8pm-midnight, with a DJ and special VIP reception from 7pm-8pm.

Proposed Portsmouth PRIDE 2017 March Route



Map: https://drive.google.com/open?id=1NJIItO55fMNAw46Vi_V_PwG2XDk

We would love to work together to find a route that makes the most sense for the city. Here are our proposed routes:

Preferred Route (Parrott > Junkins > Pleasant > State > Marcy)

This .82-mile route is our preferred march route. It contains great visibility both on the Parrott Ave stretch (as seen from City Hall Hill) and the corner turning from Pleasant Street to State Street is in view of Market Square, which will add some visibility to crowds downtown.

Alternate Route (Parrott > Junkins > Pleasant > Court > Marcy)

This .80-mile route is an alternate march route. It will have less visibility to the downtown/Market Square area on the smaller Court Street, which is why our team greatly prefers the State Street route. It also joins Court Street at Pleasant, so is not blocking the Fire Station (as we would if joining at Rogers).

Starting Point (Portsmouth Library/Middle School Lot)

This lot was used as our main gathering and starting point last year and it was very successful. It's a well-known spot with nearby parking options and plenty of room for our marchers to gather.

Proposed Route (Parrott > Junkins > Pleasant > State > Marcy)

We will be entering Strawberry Banke from the main entrance point across from Prescott Park. This access point to our main event site gives plenty of room for our marchers to enter through a rainbow balloon archway. Prescott Park's matinee of Mary Poppins lets out at 3:30pm, around the time of our arrival, and our program on our main stage begins at 3:45 (we will wait for Mary Poppins show to end before starting our main stage program).

Portsmouth, New Hampshire

Babe Ruth Baseball

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

April 18, 2017

APR 18 2017

Dear Mr. Bohenko,

On behalf of the Portsmouth Babe Ruth, I wanted to thank you, the City Council, Rus Wilson, and members of the Recreation Department for your continued support allowing us to utilize Leary Field for our program.

By allowing us to call Leary Field our home, we have been able to provide an annual baseball program for approximately 150 players aged 13-18 from the greater Portsmouth area.

This letter serves to ask your permission to place 10 (ten) outfield signs, approximately 4' x 6' (dark green with white lettering) on the outer perimeter fencing facing inwards towards Leary Field.


Being able to sell this advertising, allows us to keep our costs down, scholarship players that can't afford our annual registration fee, and to continue to make annual improvements to Leary Field in coordination with Rus Wilson and his staff.

We are proud to say that we have never turned away any player at Portsmouth Babe Ruth because of on field ability or inability to pay the fee.


These banners would be displayed beginning on or around May 14th, 2017 and will be removed by August 20th, 2017.

Thank you for your consideration.

Regards,


Mike Young
President
Portsmouth Babe Ruth
162 Orchard Street
Portsmouth NH, 03801

MEMORANDUM

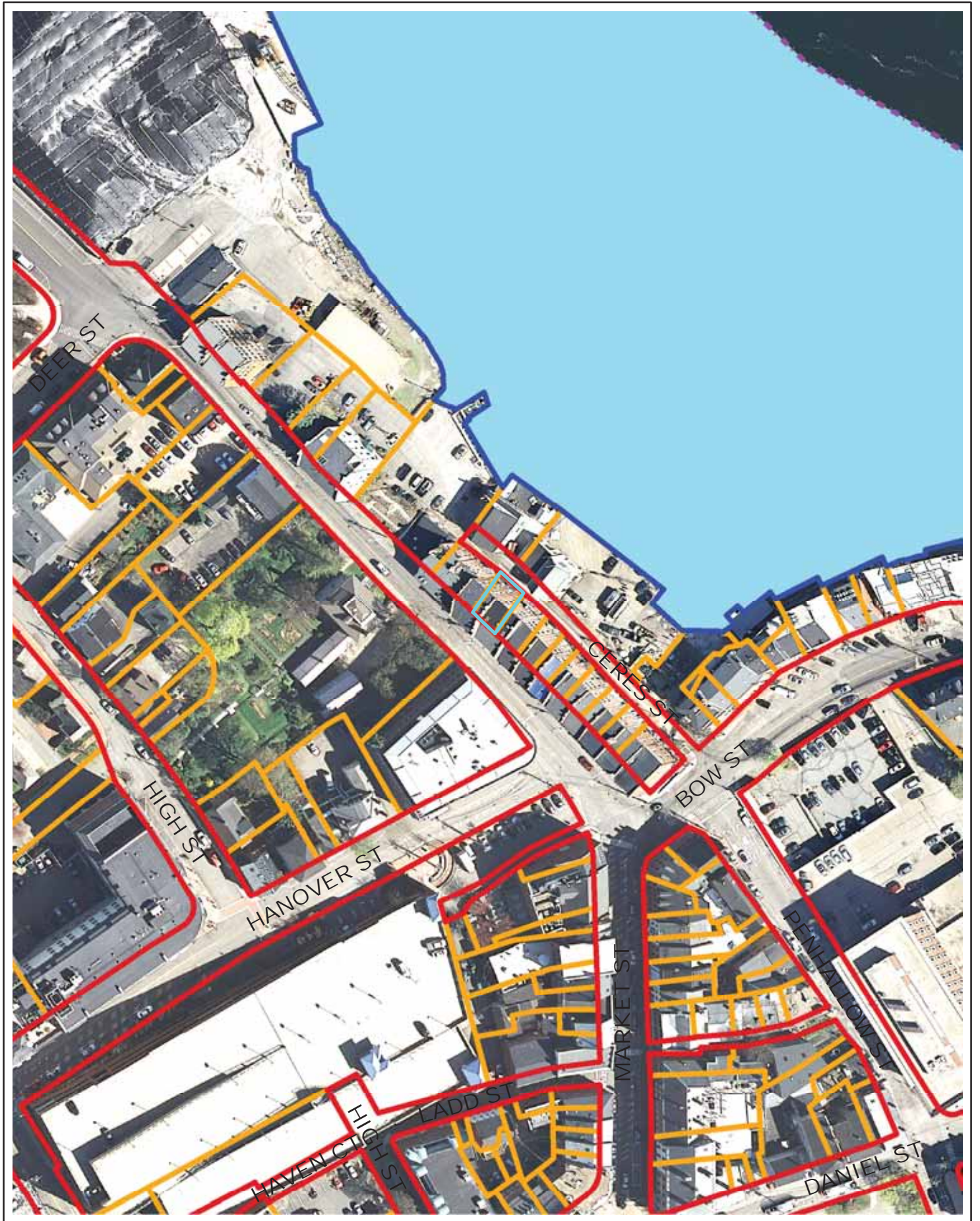
TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director 
DATE: April 24, 2017
RE: City Council Referral – Projecting Sign
Address: 129 Market Street
Business Name: Sea Bags
Business Owner: Don Oakes

Permission is being sought to install a projecting sign on an existing bracket, as follows:

Sign dimensions: 36" x 24"
Sign area: 6 sq. ft.
Height from sidewalk to bottom of sign: >7'

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

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



2

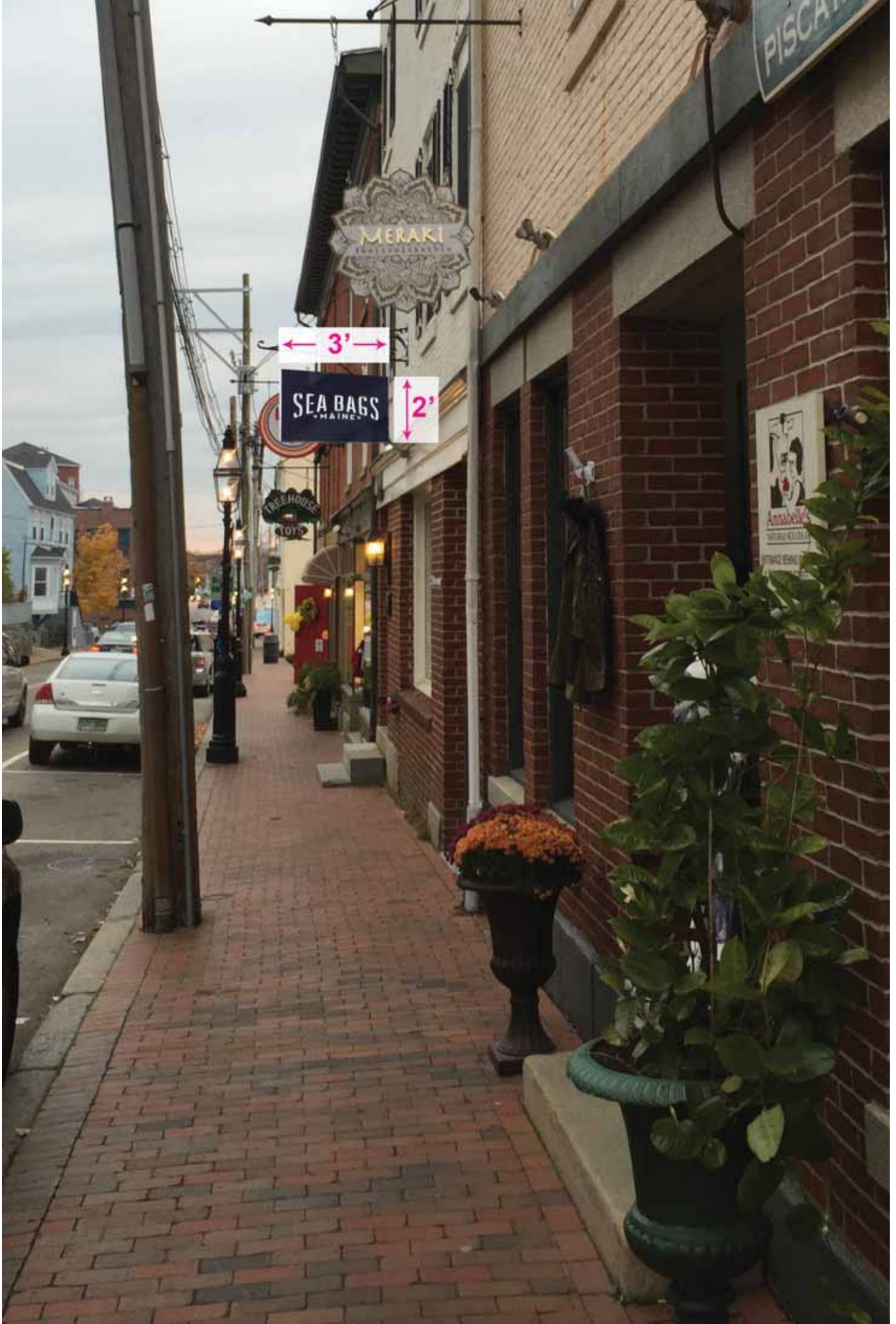
0 75 150 300 Feet

Map produced by Planning Department 4-24-17

**Request for Projecting Sign License
129 Market St**



2-sided 24" x 36" cedar carved and hand painted sign



MERAKI
RESTAURANT & BAR

← 3' →

SEA BAGS
MAINE

↑ 2' ↓

TREEHOUSE
BOYS

PISCATAWAY

Annabelle's
NATURAL ICE CREAM

CITY OF PORTSMOUTH, NH
SIGN PERMIT APPLICATION

DATE: 6-Mar-17

Inspection Department, 1 Junkins Ave. Portsmouth, NH 03801
 Office Number: (603) 610-7243 (Facsimiles Not Accepted)

Zone Dist.: CD5

Street Address of Sign(s): 129 Market St. Map #: _____ Sign District: 3
 Business Name: Sea Bags Phone #: 207-780-074
 Business Owner Name: Don Oakes Phone #: 207-765-391
 Sign Contractor: Carrot Signs Address: 364 Main St. Berwick, ME 04011 Phone #: 207-725-076

EXISTING SIGNS: (On ENTIRE Property)

PROPOSED SIGNS:

	#	Qty.	L (In.)	H (In.)	S.F. (S.F.)	Ht.* (Ft.)	Ltg.**	Being Removed?		Qty.	L (In.)	H (In.)	S.F. (S. F.)	Ht.* (Ft.)	Ltg.**
Wall / Attached	1					n/a			1					n/a	
	2					n/a			2					n/a	
	3					n/a			3					n/a	
	4					n/a			4					n/a	
	5						n/a		5					n/a	
Free- Standing	6								6						
	7								7						
	8								8						
Projecting	9								9	1	36	24	6.0	>7	N
	10								10						
Awning	11								11						
Canopy	12								12						
Parapet	13								13						
Roof	14								14						
Marquee	15								15						
Spl. Event	16	-----	-----	-----	-----	-----	-----	-----	16						
Temp.	17	-----	-----	-----	-----	-----	-----	-----	17						

Existing Signs Total: SF

New Signs Total: 6.0 SF

* Height is from ground to sign bottom for Projecting & Awnings, and to sign top for Free-Standing & Monuments.
 ** Ltg.: E=External, I/F=Internal/Florescent, I/N=Internal/Neon, H=Halo, LED=Light Emitting Diode

Total the sign areas of all existing sign(s) that are remaining on the property and all new sign(s) here:
Do not include any existing signs that are being removed.

Wall Attached:	_____ SF	Awning:	_____ SF	Roof:	_____ SF	
Spl. Event	_____ SF	Free-Stand.:	_____ SF	Canopy:	_____ SF	
SF	Projecting:	_____ 6.0 SF	Parapet:	_____ SF	Temporary:	_____ SF

TOTAL SIGN AREA: 6.0 SF (exclude temporary & F.S. signs)

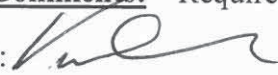
Total # of New Signs: 1 Total # Temp. Signs: _____

Store front dimension is NEEDED for complete review of application:

Store Front Linear Frontage: 16 Feet - **On Site Plan List Setback dimensions and Location of Signs**

For Office Use:	Allow Area: Factor	<u> </u> 2	X	<u> </u> 16	Store Front	<u> </u> 32.8 SF TOTAL
Allow FS Hgt. <u> </u> 12	Allow Area: Factor	_____	X	_____		<u> </u> SF TOTAL
Allow. Areas: (ea.)	Wall =	<u> </u> 40	Projecting =	<u> </u> 12	Roof =	<u> </u> na
Temp. =	Freestd. =	<u> </u> 20	Parapet =	<u> </u> na	Awning =	<u> </u> 20
					Canopy =	<u> </u> na

Stipulations / Comments: Requires license from city council.

Zoning Official: 

Code Official: _____

Date: 28-Mar-17



Seacoast Area Bicycle Riders

PO Box 765, Portsmouth, NH 03802

www.seacoastbikes.org

MEMORANDUM

TO: City of Portsmouth Councilors
FROM: Josh Pierce, Seacoast Area Bicycle Routes
DATE: April 25, 2017
RE: Seacoast Bike/Walk to Work Day

Friday May 19, 2017 will be Bike/Walk to Work Day in the Seacoast. To mark the event, Seacoast Area Bicycle Riders (SABR), the Rockingham Planning Commission, and a range of other businesses and organizations are jointly planning a series of Commuter Breakfasts in the towns of Dover, Durham, Exeter, North Hampton, Portsmouth, Pease Tradeport, Newmarket, Lee and the Stratham Industrial Park.

For the last 14 years SABR has held an alternative commuter breakfast in Market Square on the third Friday of May. For the past nine years we have done so at Popovers on Market Square, using their sidewalk permit and relying on Popovers for all of our food and beverages.

The goals of Bike/Walk to Work Day 2017 are to promote bicycling and walking as healthy and safe ways to get to work, decrease traffic congestion, improve air quality, and raise public awareness of opportunities to improve bicycle and pedestrian facilities in the Seacoast.

In 2016 we had a record turnout of bicycle and pedestrian commuters, and we hope to see similar gains this year. We also see the commuter breakfasts as an opportunity for town parks and recreation programs to pass out information on upcoming summer programs, and gather input from cyclists and walkers on bicycle and pedestrian needs.

Requested Action:

On behalf of the coalition of project organizers, SABR respectfully requests that the Portsmouth City Council allow SABR to host a commuter breakfast from 7 – 10 a.m. on Friday, May 19 at Popovers on Market Square. SABR also respectfully requests that the Portsmouth city Council officially recognize May 19 as Bike/Walk to Work Day in Portsmouth.

Sincerely,

Josh Pierce
President

Seacoast Area Bicycle Riders Board of Directors

Josh Pierce
President

Andrew Richmond
Secretary

Lisa Cote
Treasurer

Anne Rugg
Jeff Latimer

Karen Saltus
Ned Reynolds

PORTSMOUTH POLICE DEPARTMENT

MEMORANDUM

DATE: APRIL 26, 2017
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: BRENNA CAVANAUGH, CHAIR, PORTSMOUTH POLICE COMMISSION
DAVID J. MARA, CHIEF OF POLICE
RE: DONATION


At the April 25th, 2017 monthly Police Commission meeting, the Board of Police Commissioners approved and accepted the following donations:

1. Two donations as follows in support of Police Explorer Cadet Academy scholarships:
 - a. A donation in the amount of \$400 from Mr. & Mrs. David Brown.
 - b. A donation in the amount of \$200 from Mr. Jason Page

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting.

We respectfully request this donation be placed on the May 1st, 2017 city council agenda.

Respectfully submitted,


Kathleen M. Levesque
Office of the Chief

copies: Board of Police Commissioners
Finance Director Judie Belanger

Admin. Mgr. Karen Senecal
Business Asst. Tammie Perez

April 18, 2017

Catherine McCauley, Broker Associate
Diane Silva Realty & Associates, LLC
239 Islington Street
Portsmouth, NH 03801



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

RE: Oak Street (Paper Street), Portsmouth, NH

Dear City Council Members,

I represent Debra Regan, owner of the property located at 43 Mangrove Street, Map 218, Lot 6. The property is soon to be conveyed to a new owner on April 27th. The new owner of the home would like to request the City of Portsmouth transfer title to half of the "paper street" known as Oak Street that abuts the property.

I have also spoken with the neighbors at 55 Mangrove Street, Map 218, Lot 7 who also abut the property on the other side of the paper street. They would be interested in acquiring part of the paper street to merge with their existing lot. Attached is a tax map of the properties.

The abutting neighbor at Map 218, Lot 5 has recently received Planning Board approval for a 3 lot subdivision. The plan shows the area behind the subject property noted as "Proposed Conservation Easement Area". It appears that this portion of Oak Street would not be developed into a public way to access that portion of the property.

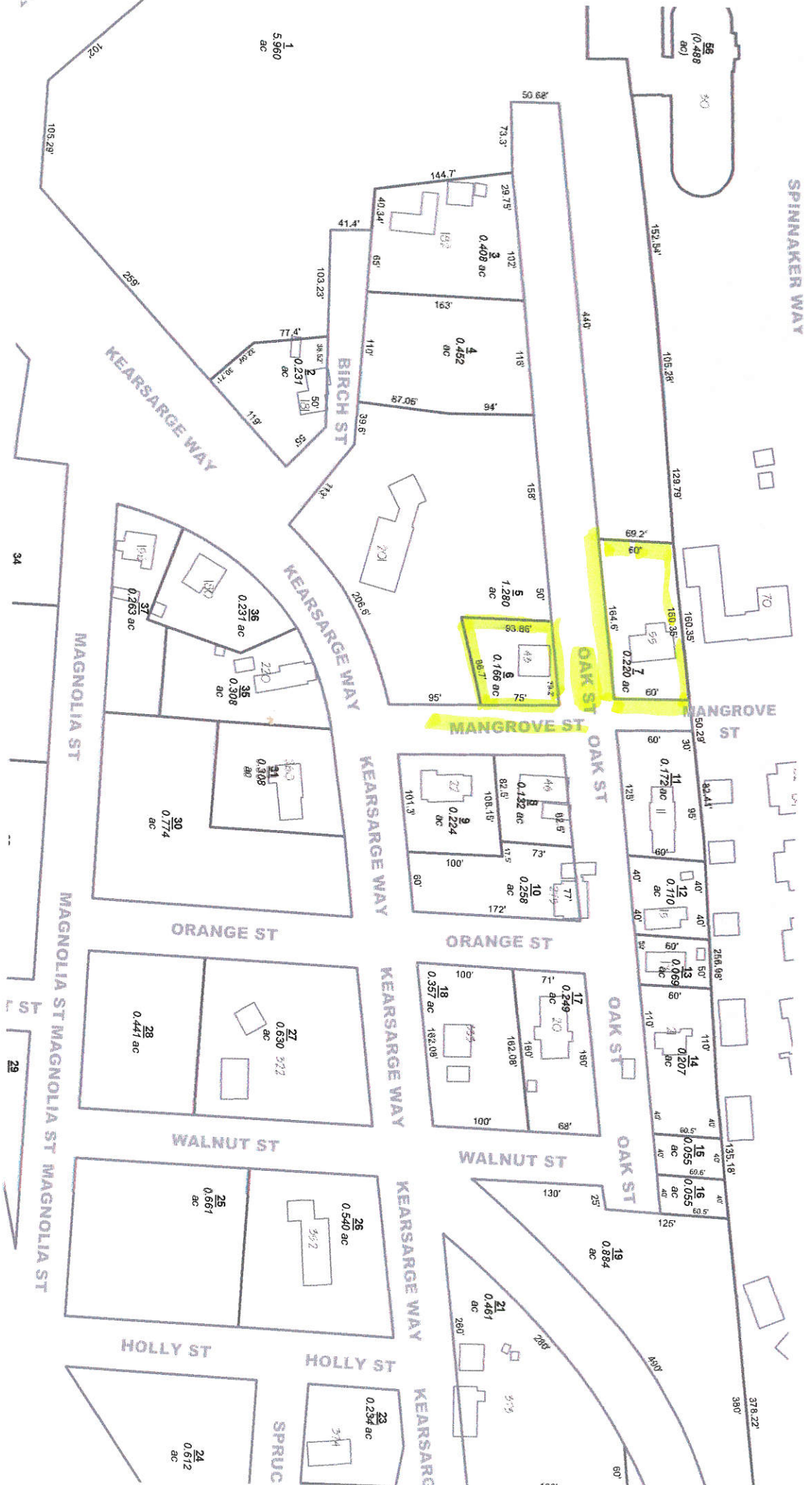
Please let me know what steps are needed to move forward with this request. Thank you in advance for your consideration in this matter.

Sincerely,

Catherine McCauley

cc: City of Portsmouth Planning Board
Debra Regan
David & Kathleen Levasseur
Jennifer Armstrong

Enclosures



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MANGROVE ST

OAK ST

MANGROVE ST

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BIRCH ST

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By _____

N/F DAVID J. & KATHLEEN LEVASSEUR
55 MANGROVE STREET
PORTSMOUTH, N.H. 03801
2956/1097

N/F ERN A. MORAN
22 MANGROVE STREET
PORTSMOUTH, N.H. 03801
3296/2899

N/F JAMES R. & MARY ANN KEARSARGE
280 KEARSARGE WAY
PORTSMOUTH, N.H. 03801
4837/2733

N/F CITY OF PORTSMOUTH DPW
P.O. BOX 628
PORTSMOUTH, N.H. 03802
2749/792

N/F DAVID T. HUBERT
182 BIRCH STREET
PORTSMOUTH, N.H. 03801
3432/2844

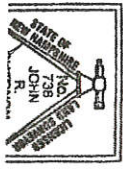
N/F STEVE A. HART
P.O. BOX 338
PORTSMOUTH, N.H. 03802
4212/488

N/F RUSSELL B. JR. & KATHERINE B. GONZALEZ
190 KEARSARGE WAY
PORTSMOUTH, N.H. 03801
6214/2847

N/F ROY & KRISTEN
190 KEARSARGE WAY
PORTSMOUTH, N.H. 03801
5314/1842

TH	CHORD BEARING	DELTA ANGLE
S10°09'28"W	35°54'43"	
S19°25'57"W	17°21'44"	
S01°28'35"W	18°32'59"	

TH	CHORD BEARING	DELTA ANGLE
N61°51'03"E	35°08'47"	
S06°27'08"E	2°41'34"	



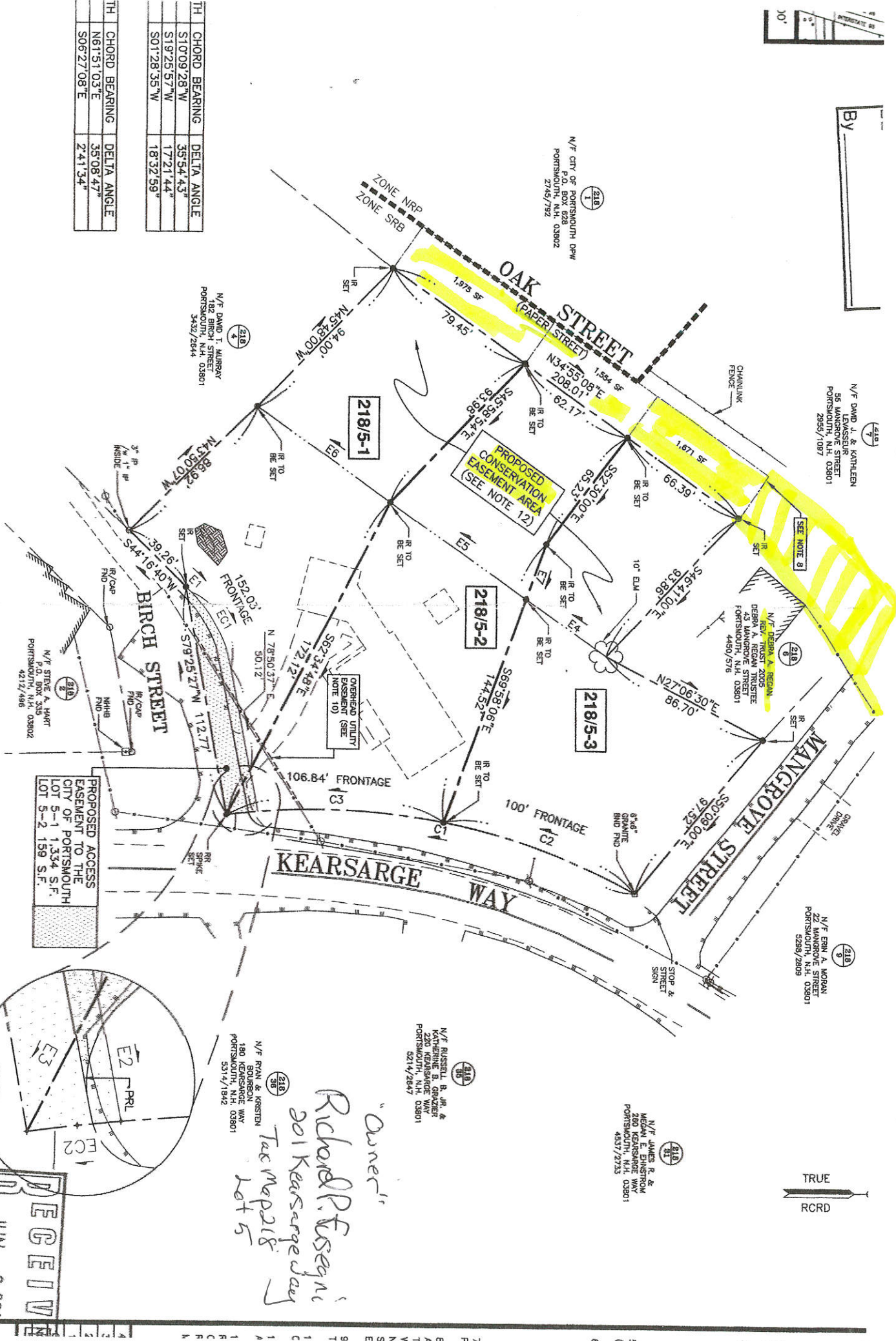
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GRAPHIC SCALE

WAIVER REQUESTED:
CITY OF PORTSMOUTH SUBDIVISION REGULATIONS:
1) SECTION VI 2.A. LOT ARRANGEMENT: TO ALLOW FOR PROPOSED LOT LINES NOT PERPENDICULAR OR RADIAL TO EXISTING LOT LINES.
2) SECTION VI 2.B. LOT SIZE: TO ALLOW CORNER LOT

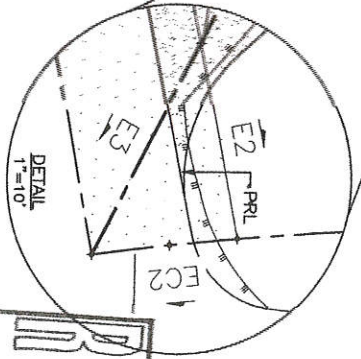
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Planning Dept Copy
Plan # 05-03-16

"Owner"
Richard P. Ferguson
201 Kearsarge Way
Tax maps 218
Lots 5



RECEIVED
JUN 8 2018

DURBIN LAW OFFICES, P.L.L.C

144 Washington Street
P.O. Box 1222
Portsmouth, NH 03802
603-287-4764
www.durbinlawoffices.com
durbinlawoffices@gmail.com

Derek R. Durbin, Esq.
derek@durbinlawoffices.com

BY: HAND-DELIVERY

Portsmouth City Council
Attn: Jack Blaylock, Mayor
1 Junkins Avenue
Portsmouth, NH 03801

RE: Request to authorize the issuance of building permits on private drive off of Swett Avenue, Moffat Street and Woodworth Avenue pursuant to RSA 674:41, I(d)

Request to Continue Richer request (85 Woodworth Ave.) to release the City's interests in portions of Moffat Street and Woodworth Avenue

Dear Mayor Blalock,

Please accept the following request to the City Council to authorize the issuance of building permits for the construction of single family homes off of Swett Avenue, Moffat Street and Woodworth Avenue, pursuant to RSA 674:41, I(d). This request is being submitted in conjunction with a lot consolidation plan that will be soon be submitted to the Planning Board. The Applicant, David Calkins, a city resident, is proposing to consolidate five (5) lots located off of the aforementioned streets into two (2) larger lots to accommodate the development of two (2) single family homes. The situation is rather unusual in that portions of the streets upon which the lots have frontage were never constructed by the City. Therefore, they are so-called "paper streets" which are depicted on the City's tax maps, but were never constructed as originally laid out. The subject lots and streets were dedicated as part of a subdivision created in 1902 known as "Prospect Park". Due to the lack of frontage on a public way, Mr. Calkins is proposing to access the two (2) consolidated lots from a private drive or driveway.

It is the City Legal Department's opinion, from discussions with the Mr. Calkins and his representatives, that in order for the lots to be accessed and built upon as conceptually proposed (from a private drive), the City Council must first authorize the issuance of building permits pursuant to the language of RSA 674:41, I(d). See Exhibit A. While it is my legal opinion that this statute may not apply under the circumstances presented by Mr. Calkins' development plans, Mr. Calkins has agreed voluntarily to submit to the process outlined in the statute requiring City Council authorization.



It is important to note that as of last night, the Board of Adjustment has unanimously granted all of the required variance relief for the proposed consolidated lots to be developed as proposed. Mr. Calkins in consultation with his engineer and surveyor, are presently in the process of refining the lot consolidation plans for submission to TAC and the Planning Board.

Ultimately, RSA 674:41, I(d) requires that the City Council first refer Mr. Calkins request to the Planning Board for review and comment before it can authorize the issuance of building permits. Mr. Calkins would respectfully request that the City Council refer the matter to the Planning Board at its regularly scheduled meeting on Monday, May 1st.

In a separate but interrelated matter, Mr. Calkins would also respectfully request that the City Council delay its deliberations on a request brought forward by the Richers, owners of 85 Woodworth Avenue, seeking a release of the City's interest in abutting portions of Moffat Street and Woodworth Avenue. It is anticipated that the Richers' release request will be on the agenda for the May 1, 2017 meeting, as it was recommended for approval by the Planning Board during its meeting last week.

The Richers' property is located directly across the street from the lots that Mr. Calkins is seeking to consolidate and develop. *See Exhibit B.* If the release were to be granted, it would effectively eliminate one or more potential access ways to the subject lots and the ability to create any future public connector between Swett and Woodworth Avenues, something that the Public Works Department has expressed a desire in and which Mr. Calkins has attempted to accommodate.

The Richers' request was brought forward to the City Council only after Mr. Calkins initially applied for variance relief from the Board of Adjustment in January. Therefore, there is no prejudice to the Richers in the Council continuing their request to a future meeting when Mr. Calkins request can be discussed and deliberated on at the same time. Mr. Calkins submits that this is the most fair and equitable approach that the City Council can take in addressing the potentially competing interests involved with the two requests.

We thank you for your time and consideration of these important matters.

Sincerely,



Derek R. Durbin, Esq.

CC: Robert Sullivan, Esq.

TITLE LXIV PLANNING AND ZONING



CHAPTER 674 LOCAL LAND USE PLANNING AND REGULATORY POWERS

Regulation of Subdivision of Land

Section 674:41

674:41 Erection of Buildings on Streets; Appeals. –

I. From and after the time when a planning board shall expressly have been granted the authority to approve or disapprove plats by a municipality, as described in RSA 674:35, no building shall be erected on any lot within any part of the municipality nor shall a building permit be issued for the erection of a building unless the street giving access to the lot upon which such building is proposed to be placed:

(a) Shall have been accepted or opened as, or shall otherwise have received the legal status of, a class V or better highway prior to that time; or

(b) Corresponds in its location and lines with:

- (1) A street shown on the official map; or
- (2) A street on a subdivision plat approved by the planning board; or
- (3) A street on a street plat made by and adopted by the planning board; or
- (4) A street located and accepted by the local legislative body of the municipality, after submission to the planning board, and, in case of the planning board's disapproval, by the favorable vote required in RSA 674:40;

or

(c) Is a class VI highway, provided that:

- (1) The local governing body after review and comment by the planning board has voted to authorize the issuance of building permits for the erection of buildings on said class VI highway or a portion thereof; and
- (2) The municipality neither assumes responsibility for maintenance of said class VI highway nor liability for any damages resulting from the use thereof; and
- (3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds; or

(d) Is a private road, provided that:

- (1) The local governing body, after review and comment by the planning board, has voted to authorize the issuance of building permits for the erection of buildings on said private road or portion thereof; and
- (2) The municipality neither assumes responsibility for maintenance of said private roads nor liability for any damages resulting from the use thereof; and
- (3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds for the lot for which the building permit is sought; or

(e) Is an existing street constructed prior to the effective date of this subparagraph and is shown on a subdivision plat that was approved by the local governing body or zoning board of adjustment before the municipality authorized the planning board to approve or disapprove subdivision plats in accordance with RSA 674:35, if one or more buildings have been erected on other lots on the same street.

II. Whenever the enforcement of the provisions of this section would entail practical difficulty or unnecessary hardship, and when the circumstances of the case do not require the building, structure or part thereof to be related to existing or proposed streets, the applicant for such permit may appeal from the decision of the administrative officer having charge of the issuance of permits to the zoning board of adjustment in any municipality which has adopted zoning regulations in accordance with RSA 674, or, in municipalities in which no board of adjustment exists, to the local legislative body, or to a board of appeals, whichever is appropriate, in

accordance with RSA 674:14 and 674:15, including the requirement for a public hearing. In a municipality which does not require building permits, direct application may be made to the zoning board of adjustment, or the local legislative body, or the board of appeals for permission to erect the building. In passing on such appeal or application, the board of adjustment, local legislative body, or board of appeals may make any reasonable exception and shall have the power to authorize or issue a permit, subject to such conditions as it may impose, if the issuance of the permit or erection of the building would not tend to distort the official map or increase the difficulty of carrying out the master plan upon which it is based, and if erection of the building or issuance of the permit will not cause hardship to future purchasers or undue financial impact on the municipality. Any such decision made in this connection by a board of adjustment, local legislative body, or by a board of appeals pursuant to this section and RSA 674:14 and 674:15 shall be in writing, together with the reasons for the decision, and shall be subject to review in the manner described in RSA 677.

II-a. Municipalities may except any lot, including island lots for islands served exclusively by boats, from the requirements of paragraphs I and II by an affirmative vote of the local legislative body pursuant to RSA 675, first submitted to the planning board for its approval and:

(a) If approved by the board, approved by a majority of those present and voting at a regular or special meeting of the local legislative body; or

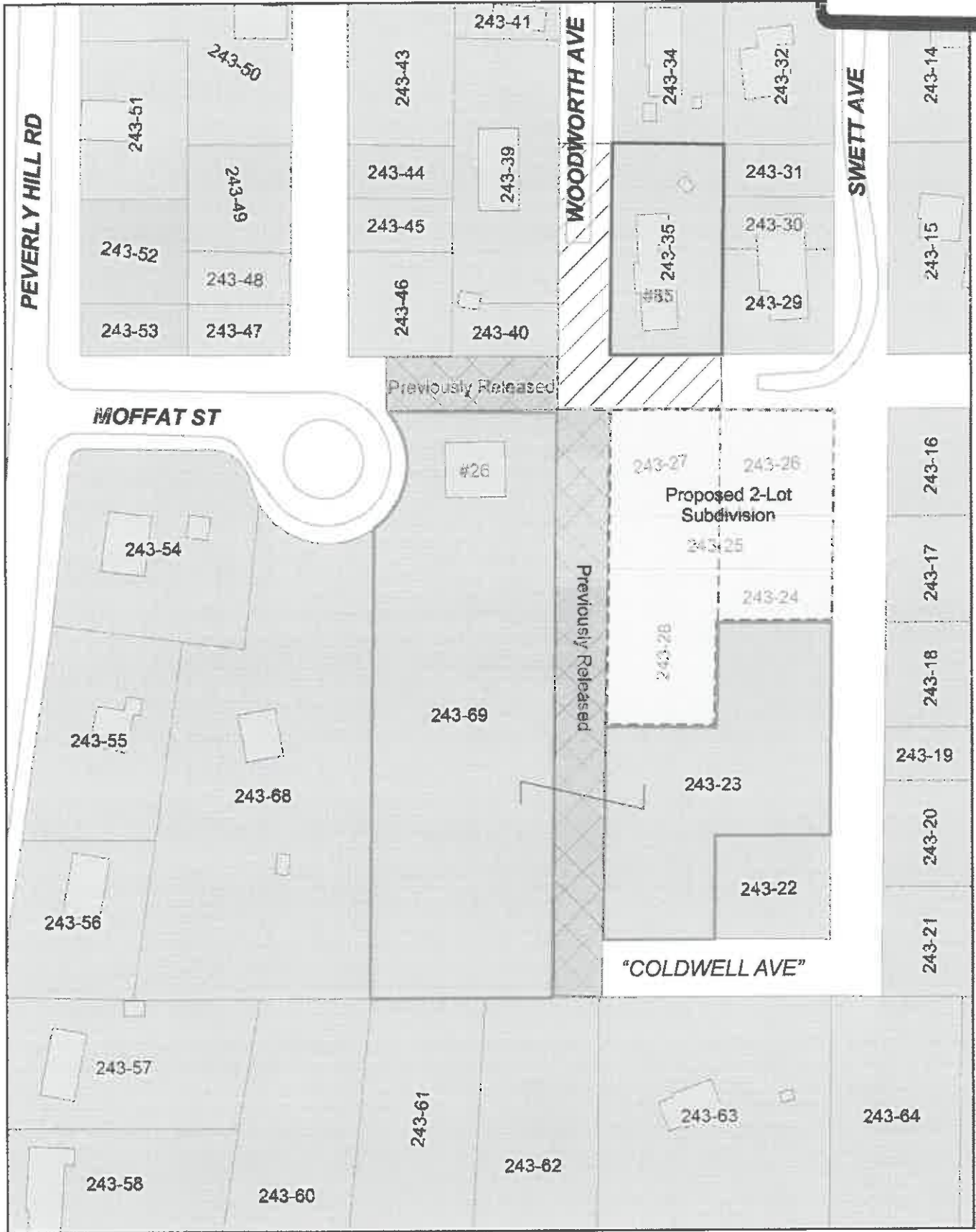
(b) If disapproved by the planning board, approved by not less than 2/3 of those present and voting at a regular or special meeting of the local legislative body.

III. This section shall supersede any less stringent local ordinance, code or regulation, and no existing lot or tract of land shall be exempted from the provisions of this section except in accordance with the procedures expressly set forth in this section. For purposes of paragraph I, "the street giving access to the lot" means a street or way abutting the lot and upon which the lot has frontage. It does not include a street from which the sole access to the lot is via a private easement or right-of-way, unless such easement or right-of-way also meets the criteria set forth in subparagraphs I(a), (b), (c), (d), or (e).

IV. In addition to the requirements for the erection of buildings in paragraph I and notwithstanding the exceptions provided in paragraph II, the planning board for a county in which there are located unincorporated towns or unorganized places shall require every building which is erected on leased land located within an unincorporated town or unorganized place to have a building permit. A building permit shall be required under this paragraph regardless of the proximity of the building to any street or highway. The county shall, by resolution, authorize the planning board to issue building permits under this paragraph.

Source. 1983, 447:1. 1988, 131:2, 3. 1989, 266:20. 1995, 291:10. 1998, 344:6. 2002, 270:1, 5. 2004, 154:1, 2. 2005, 226:1, 2, eff. Sept. 3, 2005.

tabular



Woodworth Ave / Moffat St / Swett Ave

 Area of paper streets requested to be released




1 inch = 100 feet

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: April 27, 2017

To: Honorable Mayor Jack Blalock and City Council Members

From: John P. Bohenko, City Manager 

Re: City Manager's Comments on May 1, 2017 City Council Agenda

Presentation:

1. **One Sky Community Services.** Chris Muns, CEO of One Sky Community Services will make a presentation to City Council on Monday evening regarding the organization's support services to Seacoast communities. [See attached letter.](#)

Acceptance of Grants/Donations:

1. **Acceptance of Police Department Grant.** [Attached under Section VIII of the Agenda is a memorandum](#), dated March 28, 2017, from Kathleen M. Levesque, Executive Assistant, Office of the Police Chief, regarding the acceptance of a grant. At the March 28, 2017 monthly Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant and donation:
 - a. A grant in the amount of \$500,000 from the New Hampshire Department of Justice for the New Hampshire ICAC Task Force, "Project Forensic Shield," Contingent upon state approval of funds.

The Police Commission submits the information to the City Council pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their next meeting.

I recommend the City Council move to accept and approve the grant to the Portsmouth Police Department, as presented. Action on this matter should take place under Section VIII of the Agenda.

Items Which Require Action Under Other Sections of the Agenda:

1. Public Hearing Re: Bond Premium.

1.1 **Public Hearing Re: Appropriation of Water and Sewer Bond Premiums.** As a result of the April 17th City Council meeting, under Section VII of the Agenda, I am bringing back for a public hearing the following [attached proposed Resolutions](#) for the appropriation of Water and Sewer Bond Premiums:

- A. Resolution appropriating the sum of four hundred four thousand seven hundred ninety dollars and forty cents (\$404,790.40) for the Foundry Place Sewer Line Project.
- B. Resolution appropriating the sum of four hundred eighty seven thousand nine hundred fifty four dollars and twenty cents (\$487,954.20) for the Foundry Place Water Line Project.

The City of Portsmouth currently holds the highest bond rating available from Standard and Poor's rating agency (AAA).

The City was able to take advantage of its excellent bond rating when on June 23, 2015 and June 16, 2016 the City of Portsmouth issued \$10,025,000 and \$21,748,000 in bonds respectively. The proceeds of the bond will finance \$11,623,000 of General Fund capital projects, \$6,250,000 for School projects, \$8,900,000 for Water projects, and \$5,000,000 for Sewer Projects for a total of \$31,773,000 in projects.

In addition to the \$31.773 million principal, the City received a premium of \$2,792,004.18 from the winning underwriter at closing. A premium is the amount by which the purchase price of a bond is greater than its par value. Under certain market conditions, in order to enhance the marketability of the bonds, bond underwriters will structure their bids with bond premiums. In this case, the City of Portsmouth received a True Interest Cost (TIC) rates of 2.72% (2015) and 1.87% (2016) and total bond premiums of \$2,792,004.18. Under Federal Tax Law and State Statutes, the City is restricted on how to appropriate and use these funds.

RSA 33:3-states that any premium received shall not be used to increase the amount to be spent for the purpose for which the loan was originally incurred. Therefore, the City cannot use this money to increase the costs of the projects set forth for the \$31.773 Million bond issuance. However, the RSA states "*a city by a vote of two-thirds of the City Council may authorize the expenditure for the premiums received for any purpose or purposes for which bonds or serial notes may be issued for an equal or longer period of time.*"

The bond premium of \$2,792,004.18 has been allocated respectively as follows:

- General Fund in the amount of \$1,899,259.58 (\$1,850,000 supplemental appropriation passed 08/15/16 to purchase Foundation Seacoast land);
- Water Fund \$487,954.20; and
- Sewer Fund \$404,790.40.

In accordance with State Statute, I recommend that the City Council authorize appropriations of \$892,744.60 from bond premiums for capital projects as follows:

Sewer Fund Project:

- Foundry Place Sewer Line project - \$404,790.40

Water Fund Project:

- Foundry Place Water Line project - \$487,954.20

If approved as recommended, this will leave a bond premium balance in the General Fund of \$49,259.58 to be used at a later date.

As these projects have a useful life that exceeds the original bond issue from which the premiums were received, and would be eligible for bonding under the Municipal Finance Act, it is in the best interest of the City to utilize the premium of \$892,744.60 to fund costs associated with Water Fund and Sewer Fund projects.

I recommend the City Council adopt the following Resolutions:

- A. Resolution appropriating the sum of four hundred four thousand seven hundred ninety dollars and forty cents (\$404,790.40) for the Foundry Place Sewer Line Project.*
- B. Resolution appropriating the sum of four hundred eighty seven thousand nine hundred fifty four dollars and twenty cents (\$487,954.20) for the Foundry Place Water Line Project.*

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

Consent Agenda:

1. **Request for License to Install Projecting Sign.** Attached under Section VIII of the Agenda is a request for projecting sign licenses (see attached memorandums from Rick Taintor, Planning Director):

➤ Don Oakes, owner of Sea Bags for property located at 129 Market Street.

I recommend the City Council move to approve the aforementioned Projecting Sign License as recommended by the Planning Director and, further, authorize the City Manager to execute the License Agreement for this request. Action on this item should take place under Section VIII of the Agenda.

2. **Acceptance of Police Department Donations.** Attached under Section VIII of the Agenda is a memorandum, dated April 26, 2017, from Brenna Cavanaugh, Chair, Portsmouth Police Commission regarding the acceptance of donations. At the April 25, 2017 monthly Police Commission meeting, the Board of Police Commissioners approved and accepted the following donations:

- a. Two donations in support of Police Explorer Cadet Academy:
 - Mr. and Mrs. David Brown in the amount of \$400.00
 - Mr. Jason Page in the amount of \$200.00

The Police Commission submits the information to the City Council pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at this evening's meeting.

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

City Manager's Items Which Require Action:

1. **Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Fire Chief Steven E. Achilles.** The Portsmouth Fire Commission has approved the attached [Employment Agreement](#) with Fire Chief Steven E. Achilles.

For your information and to facilitate discussion regarding this matter and two other Deputy Fire Chief contracts, [attached is a letter from Thomas Closson, City Negotiator](#), outlining the highlights of this Employment Agreement.

Move to accept the proposed Employment Agreement between the Portsmouth Fire Commission and Fire Chief Steven E. Achilles, to expire on June 30, 2020.

2. **Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Deputy Fire Chief James B. Heinz.** The Portsmouth Fire Commission has approved the [attached Employment Agreement](#) with Deputy Fire Chief James B. Heinz.

Move to accept the proposed Employment Agreement between the Portsmouth Fire Commission and Deputy Fire Chief James B. Heinz, to expire on June 30, 2020.

3. **Request for Approval of Proposed Employment Agreement between the City of Portsmouth Fire Commission and Deputy Fire Chief Carl F. Roediger.** The Portsmouth Fire Commission has approved [the attached Employment Agreement](#) with Deputy Fire Chief Carl F. Roediger.

Move to accept the proposed Employment Agreement between the Portsmouth Fire Commission and Deputy Fire Chief Carl F. Roediger, to expire on June 30, 2020.

4. **Adoption of Complete Street Demonstration Project Policy (Tactical Urbanism Policy).** For your information, [attached is a copy of the amended Complete Street Demonstration Project Policy \(Tactical Urbanism Policy\)](#) reflecting the amendment on Page 3, Item #8 as follows:

- (8) All Project Sponsors shall collect data and monitor use of the demonstration project using methods approved by DPW **in advance of the project's implementation.** A report, including a summary of the data collected, **the raw data collected,** and an evaluation of the effectiveness of the project, shall be provided to the DPW at the conclusion of the project.

I recommend the City Council move to adopt the aforementioned Policy, as amended.

5. **Request to Establish First Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Character Based Zoning Excess Community Space.** As you will recall, at the April 3, 2017 City Council meeting, the Council voted to refer the draft zoning amendment to the Planning Board for report back. This proposed Zoning Ordinance amendment would allow excess community space provided by a development in an Incentive Overlay District to be credited for use in another development in the same Incentive Overlay District. [Attached for your information is a memorandum from Planning Director Rick Taintor](#) explaining the background of the proposed Vaughan Street Hotel and Waterfront Park as well as the provisions of the proposed amendment.

The Planning Board held a public hearing on this draft amendment to the Zoning Ordinance at its meeting on April 20, 2017. The Board voted to recommend that the amendment be enacted with the following four changes:

1. When a developer proposed to contribute unimproved land in lieu of a confirming community space, require the application to include a complete site plan and design for the future community space.

2. In 10.5A46.23(2)(a) of the draft amendment [to be redesignated as (b)], insert the word “excess” before the words “unimproved land” to clarify the intent.
3. Reduce the maximum term of a Prospective Development Incentive Agreement from 15 years to 10 years.
4. Insert a new provision requiring the grant of a conditional use permit by the Planning Board in order for a developer to be able to use the excess community space to support a future project, regardless of whether the future project would need a conditional use permit otherwise.

The attached revised amendment incorporates the Planning Board’s recommended changes (additions underlined, deletions ~~struck through~~).

Therefore, I recommend the City Council move to accept the Planning Board’s recommendation, and further, establish a first reading of the proposed Ordinance at the May 15, 2017 City Council meeting.

6. **Request to Establish First Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Signs related to Public Parking in Private Parking Lots.** At its March 6, 2017 meeting the City Council passed third reading on an ordinance relating to signs for public parking in a private parking lot. This ordinance was enacted as an amendment to the City Ordinances, Chapter 7, Article I – Parking Meters, and requires that any sign located at the entrance to a private parking lot receive a permit from the Department of Public Works.

Attached is a memorandum from Planning Director Rick Taintor which outlines the reasons for an amendment to the Zoning Ordinance to exempt signs and other elements related to public parking in private parking lots from specific zoning standards when authorized under a permit from the Department of Public Works.

The Planning Department drafted the attached amendment to the Zoning Ordinance to implement these exemptions, and the City Council voted at its March 20th meeting to refer this proposed amendment to the Planning Board for report back.

At its meeting on April 20, 2017, the Planning Board voted unanimously to recommend that the Zoning Ordinance be amended as proposed.

Therefore, I recommend the City Council move to accept the Planning Board’s recommendation, and further, establish a first reading of the proposed Ordinance at the May 15, 2017 City Council meeting.

7. **Report Back from Planning Board re: Potential Release of City Interest in a Portion of Woodworth Ave.** As you will recall at the March 20, 2017 City Council meeting, the Council referred the request from Raymond and Maryrose Richer for a potential release of City interest in the portions of two paper streets (Moffat Street and Woodworth Avenue) adjoining their property at 85 Woodworth Avenue to the Planning Board for a public hearing and report back to the City Council. [Attached is a memorandum from Planning Director Rick Taintor outlining the background regarding this request.](#)

The Planning Board held a public hearing at its meeting on April 20, 2017, and voted (8-1) as follows:

Voted to recommend that the City release any interest it may have in the paper streets abutting 85 Woodworth Avenue, as shown on the exhibit titled "Woodworth Ave/ Moffat St /Swett Ave," prepared by the Planning Department for this meeting, with the following exception:

1. *The area between the end of the accepted portion of Woodworth Avenue and the intersection with Moffat Street shall be reserved for snow storage.*

[Attached is a map](#) showing the portions of Woodworth Avenue and Moffat Street that are recommended to be released at this time, along with two other segments of the same streets that were released by vote of the City Council on March 6, 2017, and a proposed two-lot subdivision abutting the paper street portion of Moffat Street.

I recommend the City Council move to accept the Planning Board's recommendation as outlined above, and further, authorize the City Manager to proceed with the execution of the appropriate documents regarding this matter.

8. **Report Back from Planning Board Re: Happny Sewer Easement for Relocated Brick Box Sewer.** At the March 6, 2017 City Council meeting, the Council voted to refer to the Planning Board a proposal to acquire from Peter Happny a sewer easement off Rock Street in connection with the construction of the new municipal parking garage; and to convey to Mr. Happny a narrow strip of City-owned land adjoining Rock Street Park.

[Attached is a memorandum from Planning Director Rick Taintor](#) explaining the location and original design of the 48" brick box sewer around the parking garage as well as the alternative design which requires an easement across the Happny property.

In exchange for the sewer easement, Mr. Happny has requested that the City convey to him 2,275 +/- square feet of land that runs along the front of his building. The [attached sketch plan](#) shows the proposed easement and conveyance.

At its meeting on April 20, 2017, the Planning Board voted unanimously to recommend that City Council vote to accept the sewer easement and grant the land conveyance as proposed.

I recommend the City Council move to accept the Planning Board's recommendation, and further, authorize the City Manager to proceed with the execution of the appropriate documents regarding this matter.

9. **Agreements for Prescott Park: NH Art Association and The Gundalow Company.**

As you know, following the City Council's adoption of the Prescott Park Master Plan in February, I have been working with City staff to prepare for the 2017 season. This is the first season during which the park operations and oversight of agreements with non-profit users in the park fall under the management control of the City Manager. As a result, I have been working with the The Gundalow Company, the NH Arts Association, and the Prescott Park Arts Festival in planning for their 2017 operations in the Park. To assist in

this transition, the Mayor appointed the Blue Ribbon Prescott Park Policy Advisory Committee whose charge is to assist the City staff in performing this new role. The Committee has met a total of four times and have been very helpful as a sounding board in preparing for this season. In addition to advising me on Park operations for the 2017 season, the Committee will also assist me in developing license agreements, which, according to the Master Plan, are to be negotiated in preparation for the 2018 season.

Once again, the staff and the Committee have focused its work on creating agreements for 2017. The City's separate agreements with the The Gundalow Company and the NH Arts Association expired in 2016. As a result, new agreements for 2017 have been prepared for the City Council's consideration on Monday night. In the case of the Prescott Park Arts Festival, the organization has a current Operating Agreement (not expired). However, I have been working closely with the Advisory Committee, City staff and the Prescott Park Arts Festival to create a Letter Agreement to establish an agreed upon set of terms for use of the Park in 2017.

At this time, I am seeking the City Council's authorization to enter into agreements with The Gundalow Company and the NH Arts Association ([see attached](#)). Summaries of both agreements are below.

A brief summary of the proposed agreement with The Gundalow Company follows:

Agreement with:	The Gundalow Company
Organizational Mission:	The Company exists to protect the maritime heritage and environment of the Piscataqua River region through education and action.
Park Area Utilized:	Use of Sheafe Dock along Prescott Park Waterfront; Use of Sheafe Warehouse for certain periods at the beginning and end of the season.

Activities Authorized: Docking of *The Piscataqua* vessel; public sails and related programming aboard the vessel; ticket sales for public sails; mission-related programming within the Sheafe Warehouse

Term: Expires November 1, 2017

Annual License Fee: \$5,500

Signage: A signage plan is to be submitted and approved.

A brief summary of the proposed agreement with the NH Arts Association follows:

Agreement with: NH Art Association

Organizational Mission: The Association exists to connect visual artists with the public through ongoing exhibits and educational activities to encourage appreciation for contemporary culture, foster creativity, and enhance community spirit

Park Area Utilized: Use of the first floor of the Sheafe Warehouse; use of limited areas in the vicinity around the Sheafe Warehouse as approved by the City Manager.

Activities Authorized: Annual juried Art show, related talks and demonstrations; sale of paintings in the Sheafe Warehouse; pop-art classes; one-day outdoor public art exhibition

Term: August 29, 2017

Annual License Fee: \$1,500

Signage: A signage plan is to be submitted and approved.

I recommend the City Council move to authorize the City Manager to enter into agreements with The Gundalow Company and the NH Arts Association for the 2017 season in Prescott Park.

10. **Annual Renewal of Boarding House Permits.** As you are aware, annually, the City Council considers and takes action on the renewal of Boarding House Permits. The City currently has two active Boarding Houses, one at 278 Cabot Street and another at 350-352 Hanover Street.

- a) **278 Cabot Street.** Pursuant to Article VIII: Boarding Houses, Section 9.804: Permit Renewal, I have [attached a draft Permit](#) for the boarding house located at 278 Cabot Street. This facility was inspected on April 14, 2017 by the Code Enforcement Officer and Health Officer and recommended for the reissue of the permit.

I recommend that the City Council move to approve the Boarding House permit for 278 Cabot Street for a one year permit to expire May 2, 2018.

- b) **350-352 Hanover Street.** Pursuant to Article VIII: Boarding Houses, Section 9.804: Permit Renewal, I have [attached a draft Permit](#) for the boarding house located at 350-352 Hanover Street. This facility was inspected on April 13, 2017 by the Code Enforcement Officer and Health Officer and recommended for reissue of the permit.

I recommend that the City Council move to approve the Boarding House permit for 350-352 Hanover Street for a one year permit to expire May 2, 2018.

11. **License Request for Completion of Work at 233 Vaughan Street.** Chinburg Builders is currently conducting work at 233 Vaughan Street. Chinburg Builders applied for and received from the City an encumbrance permit to utilize a portion of Green Street intermittently to facilitate its construction activities for the final residential unit at 233 Vaughan Street. The encumbered area is used primarily for the delivery and removal of materials. No parking spaces are impacted and the use is coordinated with Sanel Auto Parts, a property owner with a loading area accessed by Green Street. [See attached sketch of area encumbered.](#)

Chinburg Builders anticipates that it will need to utilize the area intermittently for deliveries until October 20, 2017 and thus requests a license. City staff has no objection to the grant of a license provided that it includes terms and conditions similar to those already contained in the encumbrance permit which includes flaggers as appropriate, signage and no storage of materials. City staff has had no complaints or concerns to date during the encumbrance permit period.

I recommend the City Council move to authorize the City Manager to negotiate and enter into a license with Chinburg Builders to facilitate completion of construction activities at 233 Vaughan Street.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on April 17, 2017. In addition, this can be found on the City's website.
2. **Work Session Agenda for Budget Presentations.** [Attached for your information is the City Council Work Session Agenda](#) for the Saturday, May 6, 2017 FY18 Budget Presentations. The Work Session will be held in the Levenson Room at the Library from 8:00 a.m. to 2:30 p.m.
3. **Reminder of FY18 Budget Public Hearing.** This is a reminder that the City Council FY18 Budget Public Hearing will be held on Wednesday, May 10, 2017 at 6:30 p.m., in the Eileen Dondero Foley Council Chambers.
4. **Report Back Re: Codes on Health, Inspections and Fire Safety.** As requested by the City Council, at the City Council Retreat on June 3rd, Deputy City Manager Nancy Colbert Puff will give the City Council an update on various City ordinances that address building, health, and life safety codes.
5. **Hodgson Brook Site Walk.** For your information, a site walk at Hodgson Brook is scheduled for Tuesday, May 23, 2017 at 3:30 p.m. Councilor Josh Denton, Sustainability Committee Member Lawrence Lariviere, Deputy City Manager Nancy Colbert Puff and Environmental Sustainability Coordinator Peter Britz will be attending the site walk.



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CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
INTERNAL PERSONNEL MATTER

To: City Manager John Bohenko and Members of the Portsmouth City Council
From: Tom Closson
Re: Senior Fire Officer Employment Agreements
Date: April 12, 2017

I am pleased to recommend the attached three year Employment Agreements for Fire Chief Achilles and Deputy Fire Chiefs Heinz and Roediger. The highlights of these Employment Agreements are as follows:

- Three year term (through June 30, 2020). Note, the first year of the proposed Employment Agreement for Deputy Heinz will replace the last year of his existing Employment Agreement, putting all three Senior Fire Officers on the same timeline.
- Annual salary advancements consistent with the City's existing pay plan.
- Annual COLAs consistent with the City's rolling 10-year average CPI-U calculation.
- Additional benefits consistent with the existing Employment Agreements for all three employees.
- All other language (i.e. regarding duties, termination, severance, etc.) consistent with the employees' existing Employment Agreements, and in accordance with the City's template Employment Agreement.

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission/Board") and Steven E. Achilles (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment and Term

The Commission/Board agrees to employ the Employee and the Employee agrees to accept employment in the position of Fire Chief for a 3-year term commencing on July 1, 2017 and ending on June 30, 2020. The Commission/Board and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on week-ends. The Employee agrees to devote all of his professional efforts to the successful fulfillment of his responsibilities to the Commission/Board and the City.

3. Salary

Effective July 1, 2017, the Employee shall be on Grade 27, step G of the City of Portsmouth Non-Union Salary Schedule, which is One Hundred and Thirty-Five Thousand Nine Hundred and Sixty-seven Dollars (\$135,967) per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized or as may be required by law. Thereafter, the Employee will continue to receive salary step increases consistent with existing City policy. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

Effective July 1st of 2018 and 2019, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. The COLA Adjustment percentage shall be determined by taking the 10 year average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

4. Certification

This Section is not applicable to the Fire Chief position.

5. Termination for Cause

This Agreement may be terminated by the Commission/Board at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission/Board, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission/Board.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission/Board, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission/Board, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission/Board shall hold this hearing within twenty (20) days after receipt of such request. The Commission/Board shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission/Board in its discretion shall so determine, the Commission/Board may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six month's salary or the balance of the contract, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission/Board and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission/Board thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission/Board, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association. The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9.

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

- a. The Fire Chief shall be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Fire Chief is on-call at all times, it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Fire Commission of any and all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.
- c. The City recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits, subject to budgetary authorization to be approved by the Fire Commission as an element of the annual Department budget.
- d. The City hereby agrees to pay, within budgetary constraints and subject to the approval of the Fire Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For the Commission/Board:

Employee:

Date: _____

Date: _____

Approved by the Portsmouth City Council:

Date

Certified by the City Clerk

City Clerk

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission/Board") and James B. Heinz (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment and Term

The Commission/Board agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy Fire Chief for a 3-year term commencing on July 1, 2017 and ending on June 30, 2020. The Commission/Board and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on week-ends. The Employee agrees to devote all of his professional efforts to the successful fulfillment of his responsibilities to the Commission/Board and the City.

This Employment Agreement is intended to replace and supersede the existing Employment Agreement between these parties dated December 2, 2013.

3. Salary

Effective July 15, 2017, the Employee shall be on Grade 22, step E of the City of Portsmouth Non-Union Salary Schedule, which is one hundred and one thousand seven hundred and eighty dollars (\$101,780) per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized or as may be required by law. Thereafter, the Employee will continue to receive Salary step increases consistent with existing City policy. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

Effective July 1st of 2018 and 2019, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. The COLA Adjustment percentage shall be determined by taking the 10 year average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

4. Certification

This Section is not applicable to the Deputy Fire Chief position.

5. Termination for Cause

This Agreement may be terminated by the Commission/Board at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission/Board, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission/Board.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission/Board, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission/Board, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission/Board shall hold this hearing within twenty (20) days after receipt of such request. The Commission/Board shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission/Board in its discretion shall so determine, the Commission/Board may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six month's salary or the balance of the contract, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission/Board and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission/Board thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission/Board, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association. The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9.

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

- a. The Deputy Fire Chief shall be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Deputy Fire Chief is on-call at all times, it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Fire Commission of any and all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.
- c. Upon execution of this Agreement, the Employee will be credited with previously accrued sick leave. The Employee will accrue sick days in accordance with the PMA contract. The Employee shall accumulate sick leave without limitation and the City agrees to pay the Employee a sum equal to ninety percent (90%) of all unused sick leave upon his separation of retirement from the City. At the option of the Employee, the sick leave may be divided and taken over a period of up to three years prior to retirement.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For the Commission/Board:

Employee:

Date: _____

Date: _____

Approved by the Portsmouth City Council:

Date

Certified by the City Clerk

City Clerk

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission/Board") and Carl F. Roediger (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment and Term

The Commission/Board agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy Fire Chief for a 3-year term commencing on July 1, 2017 and ending on June 30, 2020. The Commission/Board and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on week-ends. The Employee agrees to devote all of his professional efforts to the successful fulfillment of the responsibilities to the Commission/Board and the City.

3. Salary

Effective July 1, 2017, the Employee shall be on Grade 22, step E of the City of Portsmouth Non-Union Salary Schedule, which is one hundred and one thousand seven hundred and eighty dollars (\$101,780) per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized or as may be required by law. Thereafter, the Employee will continue to receive Salary step increases consistent with existing City policy. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

Effective July 1st of 2018 and 2019, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. The COLA Adjustment percentage shall be determined by taking the 10 year average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS's calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

4. Certification

This Section is not applicable to the Deputy Fire Chief position.

5. Termination for Cause

This Agreement may be terminated by the Commission/Board at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission/Board, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission/Board.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission/Board, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission/Board, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission/Board shall hold this hearing within twenty (20) days after receipt of such request. The Commission/Board shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission/Board in its discretion shall so determine, the Commission/Board may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six month's salary or the balance of the contract, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission/Board and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission/Board thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission/Board, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association. The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9.

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

- a. The Deputy Fire Chief shall be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Deputy Fire Chief is on-call at all times, it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Fire Commission of any and all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For the Commission/Board:

Employee:

Date: _____

Date: _____

Approved by the Portsmouth City Council:

Date

Certified by the City Clerk

City Clerk

CITY OF PORTSMOUTH
CITY COUNCIL POLICY No. 2017 –

COMPLETE STREET DEMONSTRATION PROJECT POLICY

WHEREAS, a core commitment of the City's Complete Street Policy is to incorporate Complete Street principles into the City's Master Plan, area plans, transportation plans, the Zoning Ordinance and Site Plan Review Regulations, standards and specifications documents, and other plans, manuals, rules, regulations and programs as appropriate.

WHEREAS, City staff have been working with the Parking & Traffic Safety Committee to develop a Neighborhood Traffic Calming Program that provides a process and guidance for considering and implementing a variety of traffic calming measures in response to neighborhood concerns and requests.

WHEREAS, the City Council recognizes that it will be beneficial to enable non-municipal groups and organizations, hereby known as Project Sponsors, to undertake demonstration projects in public rights-of-way;

NOW THEREFORE, the City Council adopts the following policy:

I. DEFINITIONS

Demonstration Project

A demonstration project is a short-term street or sidewalk design project that is designed in accordance with the City's Complete Street Policy and/or Walk and Bicycle Friendly Community Policies.

Project Sponsor

A project sponsor is the entity applying for permission to implement a demonstration project. A project sponsor may be an individual, group, or business entity that has the ability to satisfy the requirements included herein.

II. SITE REQUIREMENTS, CLEARANCE AND ACCESS

(1) Demonstration projects may only be located in the public right-of-way on roads under City jurisdiction.

(2) Project shall be located on a road with a speed limit that is 30 MPH or less.

(3) Projects shall be designed to minimize interference with access to and service of public utilities, utility covers, valves, building standpipes, fire hydrants, and other services and operations located within or accessed from the public right-of-way.

(4) Projects should not block or limit driveway access, unless the driveway owner specifically permits use of their driveway for the demonstration. Such permission must be illustrated by a letter of support.

(5) Demonstration Projects shall maintain or improve the existing level of accessibility to individuals with disabilities per the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

(6) Demonstration projects shall not be located in proximity to ongoing construction projects within the public right-of-way.

(7) No street or public right-of-way shall be blocked for project installation unless specifically allowed by the Portsmouth Department of Public Works (DPW).

III. FUNDING

(1) The Project Sponsor shall be responsible for all related project materials and elements. In some scenarios, the City of Portsmouth may provide funding or in-kind support to benefit the project, but financial support from the City is not guaranteed or required.

IV. COMMUNITY SUPPORT

(1) Demonstration projects must demonstrate community support from property owners/businesses in the impacted area adjacent to the project site. Support must be demonstrated through individual letters or petition.

(2) The Project Sponsor must provide individual letter(s) of support from any property owners/businesses whose property access will be impacted by the demonstration.

V. PERMITTING AND NOTIFICATION

(1) Initial Project Request: Project Sponsor shall submit initial project request at least 3 months from the desired implementation date. DPW will review the proposal and confirm compliance with applicable laws/regulations. DPW will also review to determine that the Demonstration Project will have minimal impact on access to and service of public utilities, utility covers, valves, building standpipes, fire hydrants, and other services and operations located within or accessed from the public right-of-way. Once receiving initial approval from the DPW, the Project Sponsor shall revise materials in response to DPW feedback and submit a demonstration project application.

(2) Project Application: The Project Sponsor shall submit a complete permit application to DPW a minimum of 2 months before desired implementation date. If DPW determines the application to be complete, the Public Works Director shall review the application and make a recommendation for approval or denial to the City Manager.

(3) Project Approval: Once receiving a recommendation, the City Manager may grant or deny the project permit or refer the application to the City Council. At any time during the project application and approval process, the project may be referred to the Parking & Traffic Safety Committee for input.

(4) Upon receiving permit approval, the Project Sponsor shall notify all households and businesses within 300' of the proposed project location at least 7 days before the planned installation date, via a flyer or letter.

(5) Any temporary changes to on-street parking will be subject to review and approval by the Department of Public Works Parking Division.

(6) The Project Sponsor shall post a project information sign at the project site for the duration of the project. The sign shall be reviewed and approved by DPW.

VI. STEWARDSHIP

(1) The Project Sponsor shall comply with all applicable traffic laws or other relevant city or state laws or ordinances. DPW will identify any concerns related to compliance with applicable laws and ordinances when reviewing the Project Sponsor's initial project request.

(2) The Project Sponsor shall designate a primary contact person who can be reached by the City 24/7 for the duration of the project in case of emergencies or unexpected issues/concerns. This person must be available for a site inspection once the project has been installed, and must be willing and able to troubleshoot should adjustments be necessary.

(3) The Project Sponsor is responsible for any property damage that occurs as a direct result of the demonstration project.

(4) The Project Sponsor is required to submit a certificate of insurance that meets city insurance requirements and that names the city as certificate holder as well as an additional insured for the duration of the event. In cases where the City is a co-sponsor of the proposed project, the City may waive the insurance requirement.

(5) The Project Sponsor shall remove all elements/features of the Demonstration Project and restore the project site to its original conditions by the end of the permit period. If the Project Sponsor fails to remove the project and its various elements within the agreed time frame, the City will do so at the expense of the Project Sponsor, and Partner may be considered ineligible to lead future Demonstration Projects. If an emergency situation requires the City to remove or damage parts of the project before the end of the permit period, the City will not be held liable for damages to the project elements.

(6) The Project Sponsor shall communicate with affected neighbors and attempt to resolve any concerns that may arise during the project's duration. The Project Sponsor shall notify DPW about any concerns raised during the project's duration.

(7) The Demonstration Project permit shall be revocable by the Public Works Director if the project no longer meets the intent of the approved Demonstration Project proposal.

(8) All Project Sponsors shall collect data and monitor use of the demonstration project using methods approved by DPW in advance of the project's implementation. A report, including a summary of the data collected, the raw data collected, and an evaluation of the effectiveness of the project, shall be provided to the DPW at the conclusion of the project.

This policy shall take effect upon the passage by the City Council.

Adopted by the Portsmouth City Council on: _____.

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

MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: April 24, 2017
RE: Proposed Zoning Ordinance amendment to allow excess community space provided by a development in an Incentive Overlay District to be credited for use in another development in the same Incentive Overlay District

Under amendments to the Character-Based Zoning enacted in January 2017, proposed developments in the North End and West End Incentive Overlay Districts are eligible to build with greater building footprint (coverage) or height, or with reduced off-street parking, in return for providing either workforce housing or community space (which must be in the form of specific types itemized in the ordinance, such as parks, plazas, greenways, etc.). The Planning Department has drafted a proposed amendment to allow for “banking” the community space incentives, in order to allow community spaces to be created before a specific development project has been identified. The proposed amendment has been drafted to address a specific development proposal and a planned City open space project, but it also has broader potential applicability in the North End and West End.

At its meeting on April 3, 2017, the City Council voted to refer the draft zoning amendment to the Planning Board for a report.

Background – Proposed Vaughan Street Hotel and Waterfront Park

Cathartes is proposing to develop a new hotel at 225 and 299 Vaughan Street, two parcels that are currently occupied by Sanel Auto Parts and a municipal parking lot. Cathartes also owns an adjacent parcel that extends behind 3S Artspace to North Mill Pond. In order to gain additional building footprint area for the planned hotel, Cathartes proposes to develop the land on North Mill Pond into a public waterfront park, employing an existing provision at Section 10.5A43.43 of the Zoning Ordinance.

The site of the proposed waterfront park is part of the North Mill Pond Path, a multi-use path that the Planning Department has proposed for connecting Market Street to Maplewood Avenue, with an eventual extension down to Bartlett Street. The portion of the North Mill Pond Path between Market Street and Maplewood Avenue is also shown in the North End Vision Plan prepared by TPUDC, and is identified in the Capital Improvement Plan for funding in Fiscal Year 2018. Cathartes’ proposed project, which includes the central portion of the path, is thus timely and would help the City to create this important amenity at lower public cost than without the developer’s involvement.

Under the applicable provision of the Zoning Ordinance, the Planning Board may grant a conditional use permit to allow an increase in building footprint from 20,000 to 40,000 square feet if

at least 30% of the total property area is assigned and improved as community space. The proposed waterfront park has a total area of 43,326 square feet (0.99 acre), which is more area than is needed to provide the building footprint incentive for the proposed hotel. While Cathartes is willing to work with the City to move the North Mill Pond Path project forward, the developer does not want to give up the additional incentive potential that the excess land could provide for a future development. Thus, the developer and the City have a common interest in creating a mechanism to allow the transfer of land for public use to be credited to a future development project.

Proposed Amendment

The draft Zoning Ordinance amendment would authorize the Planning Board to allow a contribution of excess community space to be credited toward a future development project that may not yet be identified and could be carried out either by the current developer or by another landowner in the area. The proposed amendment includes the following provisions:

- If authorized by a conditional use permit from the Planning Board, a developer may convey land to the City for community space and credit that conveyance toward incentives for a future development project in the same overlay district.
- If the developer conveys the land without creating an improved community space (such as a park, plaza, greenway, etc.), the City may build the community space and charge the cost back to the future development project.
- The terms of the conditional use permit will be enshrined in an agreement between the developer and the Planning Department (similar to the agreements that are executed for any approved site plan or subdivision).

While the proposed amendment has been developed in order to allow a specific City project to be funded in part by a specific private development proposal, staff believe that it could have broader applications in the future. For example, during the discussions about the character-based zoning for the West End, some residents raised concerns that the community space provisions could result in the creation of small unconnected green spaces on a project-by-project basis, but there was no mechanism allow multiple landowners to work together to provide larger, more meaningful public spaces. Given the right circumstances, the transferable development rights created by the proposed amendment could be that mechanism, facilitating the eventual creation of a neighborhood park or plaza for the West End.

Planning Board Report

The Planning Board held a public hearing on this draft amendment to the Zoning Ordinance at its meeting on April 20, 2017. The Board voted to recommend that the amendment be enacted with the following four changes:

1. When a developer proposes to contribute unimproved land in lieu of a conforming community space, require the application to include a complete site plan and design for the future community space.

2. In 10.5A46.23(2)(a) of the draft amendment [to be redesignated as (b)], insert the word “excess” before the words “unimproved land” to clarify the intent.
3. Reduce the maximum term of a Prospective Development Incentive Agreement from 15 years to 10 years.
4. Insert a new provision requiring the grant of a conditional use permit by the Planning Board in order for a developer to be able to use the excess community space to support a future project, regardless of whether the future project would need a conditional use permit otherwise.

The attached revised amendment incorporates the Planning Board’s recommended changes (additions underlined, deletions ~~struck through~~) and is the version that should be presented for first reading at the May 1st City Council meeting.

PROPOSED ZONING ORDINANCE AMENDMENT
As Recommended by the Planning Board on April 20, 2017
(Additions to 3/28/17 draft underlined; deletions ~~struck through~~)

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance, Article 5A – Character-Based Zoning, Section 10.5A46 – Incentive Overlay Districts, be amended by inserting the following new Section 10.5A46.23:

- 10.5A46.23 When a proposed **development** in an Incentive Overlay District includes **community space** in excess of the amount required to support a proposed incentive under Section 10.5A43.43 or Sections 10.5A46.10 through 10.5A46.22, the Planning Board may grant a conditional use permit to allow the excess **community space** to be credited to the developer or its assigns for use in another **development** in the same Incentive Overlay District.
- (1) The conditional use permit shall specify the total amount of **community space** provided, the portion of such **community space** to be credited toward incentives in the proposed **development**, and the amount of excess **community space** that may be credited toward a future project in accordance with the standards set forth in Section 10.5A43.43 or Sections 10.5A46.10 through 10.5A46.22.
 - (2) The conditional use permit may allow for conveyance to the City of unimproved land in lieu of **community space** that conforms to the types shown in Figure 10.5A45.10, subject to the following:
 - (a) The application for a conditional use permit to credit unimproved land in lieu of **community space** shall include a complete site plan and design for the proposed **community space**.
 - (b) In order for a future **development** to receive incentive credit for the excess unimproved land, the future developer will be required to improve the land to be a conforming **community space** as determined by the Planning Board at the time of site plan approval, except as provided in (b) below.
 - (c) At any time after receiving title to such unimproved land, the City may, at its option, improve such land to be a conforming **community space**. If the City exercises this option, in order for a future **development** to receive the incentive credit, the

future developer shall pay to the City an amount representing the cost to the City of carrying out the improvements that were required to improve the land to be a conforming community space.

- (3) The terms of the conditional use permit shall be documented in a Prospective Development Incentive Agreement (PDIA) to be entered into between the developer and the Planning Department. The maximum term of a PDIA shall not exceed ~~fifteen (15)~~ ten (10) years, following which the rights to any unused incentive shall become null and void.
- (4) The only effect of a conditional use permit and PDIA under this section shall be to increase the allowable **building footprint** or **building height**, or to reduce the required **off-street parking**, in accordance with Section 10.5A43.43 or Sections 10.5A46.10 through 10.5A46.22.
- (5) The granting of a conditional use permit and the execution of a PDIA under this Section 10.5A46.23 shall not be deemed to supersede or waive any of the other provisions of this Article 5A or other applicable provisions of this Ordinance, nor shall such approval be considered to represent the granting of land use approval for any future **development**.
- (6) Future use of the excess **community space** to support a future project shall require the granting of a conditional use permit by the Planning Board, whether or not the **community space** is on the same parcel as the future project.

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

M E M O R A N D U M

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: April 24, 2017
RE: Proposed Zoning Ordinance amendment to exempt signs and other elements related to public parking in private parking lots from specific zoning standards when authorized under a permit from the Department of Public Works

At its March 6, 2017, meeting the City Council passed third reading on an ordinance relating to signs for public parking in a private parking lot. This ordinance was enacted as an amendment to the City Ordinances, Chapter 7, Article I – Parking Meters, and requires that any sign located at the entrance to a private parking lot receive a permit from the Department of Public Works.

Signs on private property are also regulated Article 12 of the Zoning Ordinance. In order to avoid duplication of reviews and potential conflicts between different City ordinances and department, staff recommends that signs relating to public parking on private lots be exempt from zoning regulation if the public parking use is allowed through a permit from DPW. This exemption would apply both to signs at the entrance to the lot and to any signs in the interior of the lot that relate to public parking.

In addition to the sign standards, the Zoning Ordinance also provides for Historic District Commission review of new structures (including ticket kiosks and freestanding signs) in the Historic District. Therefore, it is also recommended that such structures be exempt from HDC review if the public parking use has been allowed through a permit from DPW.

The Planning Department drafted the attached amendment to the Zoning Ordinance to implement these exemptions, and the City Council voted at its March 20th meeting to refer this proposed amendment to the Planning Board for a report.

At its meeting on April 20, 2017, the Planning Board voted unanimously to recommend that the Zoning Ordinance be amended as proposed.

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. In Article 6 – Overlay Districts, Section 10.630 – Historic District, subsection 10.633.20 – Exemptions from Certificate, insert a new item (27) as follows:

(27) Parking ticket kiosks, freestanding signs and other site elements related to public parking in private parking lots when authorized under a permit from the Department of Public Works.

B. In Article 12 – Signs, Section 10.1222 – Signs Not Requiring a Permit, amend Section 10.1222.20 to read as follows:

10.1222.20 Directional signs or information signs with a sign area up to 4 square feet, located so as not to create a traffic safety hazard or to block line of sight from a motor vehicle. ~~A directional sign with a sign area greater than 4 square feet requires a sign permit.~~ **A directional or information sign pertaining to public parking in a private parking lot that has been authorized under a permit from the Department of Public Works is exempt regardless of sign area.**

C. In Article 12 – Signs, Section 10.1290 – Sign Definitions, amend the definition of “Information sign” by changing the words “2 square feet” to **“4 square feet.”**

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

M E M O R A N D U M

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: April 21, 2017
RE: City Council Referral – The request of Raymond and Maryrose Richer for the City to release any interest it may have in the portions of two paper streets (Moffat Street and Woodworth Avenue) adjoining their property at 85 Woodworth Avenue

In a letter to the City Attorney dated January 11, 2017, Raymond and Maryrose Richer have requested that the City release to them its interest in the “paper street” portions of Woodworth Avenue and Moffat Street adjoining their property at 85 Woodworth Avenue. At its March 20th meeting the City Council voted to refer this request to the Planning Board for a public hearing and a report back. The Planning Board held a public hearing at its meeting on April 20, 2017, and voted (8-1) as follows:

Voted to recommend that the City release any interest it may have in the paper streets abutting 85 Woodworth Avenue, as shown on the exhibit titled “Woodworth Ave / Moffat St / Swett Ave”, prepared by the Planning Department for this meeting, with the following exception:

- 1. The area between the end of the accepted portion of Woodworth Avenue and the intersection with Moffat Street shall be reserved for snow storage.*

Attached to this memorandum is a map showing the portions of Woodworth Avenue and Moffat Street that are recommended to be released at this time, along with two other segments of the same streets that were released by vote of the City Council on March 6, 2017, and a proposed two-lot subdivision abutting the paper street portion of Moffat Street.

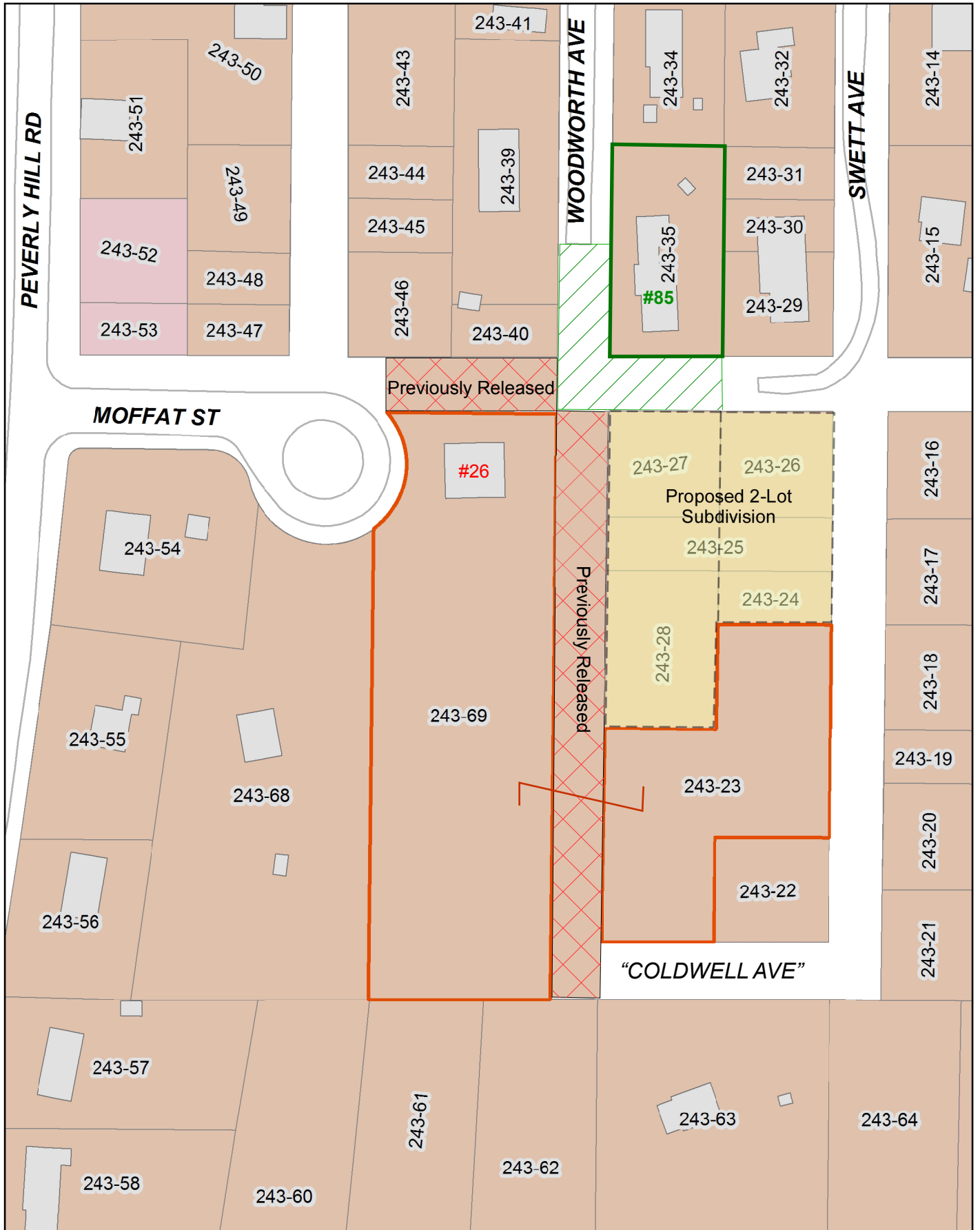
Background

The status of “paper streets” in the City is an issue that arises from time to time, usually when the owners of an abutting parcel wishes to expand their property, or when a developer wishes to construct a public street within the paper street alignment. When these requests are referred to the Planning Board for comment, the Planning Department generally relies on legal analysis presented by the owner to determine the status of the paper street. Such requests are typically also reviewed with the City Attorney to confirm any legal interpretation, and with the Department of Public Works to identify any City interest that may exist in the paper streets (such as sewer or stormwater infrastructure).

The present case is somewhat different in that the Richers are concerned about a proposed two-lot subdivision that would involve the construction of a new street across land that they have been maintaining and using as part of their yard for many years. (This proposed subdivision has

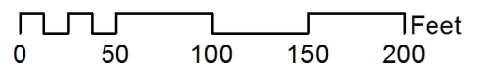
received several variances from the Zoning Board of Adjustment, but has not yet been submitted to the Planning Board.) There are thus two competing interests in these paper streets, and neither party has presented a legal analysis to support their positions.

In order to provide the Planning Board with the information necessary to evaluate the Richers' request, the Planning Department researched the history of the paper streets in the area and consulted with the Legal Department about the applicability of New Hampshire statutes to these paper streets. Attached is an excerpt from the staff memorandum for the April 20 Planning Board meeting addressing the Richers' request, as well as a plan of the proposed subdivision submitted to the Zoning Board of Adjustment.



Woodworth Ave / Moffat St / Swett Ave

 Area of paper streets requested to be released



1 inch = 100 feet

**Excerpt from the Planning Department Staff Memorandum
For the Planning Board Meeting on April 20, 2017**

C. The request of Raymond and Maryrose Richer for the City to release any interest it may have in the portions of two paper streets (Moffat Street and Woodworth Avenue) adjoining their property at 85 Woodworth Avenue. (City Council referral)

Description

The owners of property at 85 Woodworth Avenue are requesting that the City release its interest, if any, in the portions of two “paper streets” abutting their lot. On March 20, the City Council voted to refer this request to the Planning Board for a report.

Paper Streets: Dedication, Acceptance and Release

A paper street is one which shows on a plan, especially the City tax map, but which does not exist on the ground. The most common way for that situation to come about is when a street is “dedicated” to public use by a landowner recording a plan showing the street. This happened frequently in the days before planning board approval was required for the recording of plans. A street so dedicated becomes a public street only when “accepted” by the City. The acceptance can be formal, often by vote of the City Council, or by implication based on City use and maintenance of the street.

For a street dedicated (shown on a recorded plan) before 1969, the dedication was automatically terminated if the City did not accept the street within 20 years.¹ The owners of lots fronting on those paper streets may have implied easements to use the paper streets for access and development, but such easements do not override local zoning and subdivision regulations.

As noted in the staff memorandum for the Board’s February meeting, the lots and streets in this area originated in a 1902 subdivision plan of “Prospect Park”. Several of the streets in the subdivision were partially constructed and accepted by the City, and a number of lots were developed. However, the area east of the Moffat Street cul-de-sac has remained undeveloped because of the extensive wetlands and challenging topography. As a result, the dedications of the paper streets in this area terminated in 1922. While the City is being asked to formally release any interest it has in these paper streets, such a vote is not technically required and would not necessarily have any impact, except to clarify the record.

Moffat Street, Woodworth Avenue and Swett Avenue: Recent and Current Proposals

The undeveloped lots and paper streets at the end of Swett and Woodworth Avenues have recently been the focus of attention by property owners and prospective developers:

- A developer is in the process of preparing a plan to consolidate five parcels and re-subdivide them into two building lots. The Zoning Board of Adjustment granted several variances for this project on February 21, and another variance application will be heard by the ZBA on April 18. It is anticipated that the application for subdivision approval may be submitted to the Planning Department shortly after the ZBA meeting, and may be on

¹ “In summary, if a paper street was dedicated by the owner between 1893 and 1969, the dedication ended automatically unless acceptance by the municipality occurred within 20 years.” *A Hard Road to Travel: New Hampshire Law of Local Highways, Streets, and Trails* (2015: New Hampshire Municipal Association), page 44.

the Planning Board agenda in May or June. The subdivision proposal calls for extending Woodworth and Swett Avenues to the paper street portion of Moffat Street, and to construct a street within the Moffat Street layout to create frontage for the new lots. Because the City has never accepted this portion of Moffat Street and the dedication has therefore terminated, the consent of the abutting owners would be needed for the subdivision application to be considered by the Planning Board.

- Possibly in response to this proposed subdivision, the owners of abutting property at the end of the Moffat Street cul-de-sac petitioned the City Council to release paper street portions of Moffat Street and Woodworth Avenue that abut their two parcels. The Council referred this request to the Planning Board, which voted on February 16 to recommend in favor, and the Council accepted the Board's recommendation at its March 6 meeting. Because the Planning Department was aware of the subdivision proposal, it was careful to ensure that the release did not include the (paper) intersection of Woodworth Avenue and Moffat Street.

Now, another property owner is interested in obtaining a release of the paper streets abutting their property. The Richers have maintained the undeveloped portion of Woodworth Avenue in front of their house as part of their yard, and they are opposed to the proposed street improvements because of how it would affect the enjoyment of their home.

This request reflects a potential conflict between abutting property owners over the future of the land encompassed by the paper streets. However, it is important to note that there is no evidence that the City has any interest in these streets, and therefore the City's action on this request would probably have no practical effect other than to clarify this for the record.

The packet for this meeting includes two exhibits to provide context for this request:

- A map titled "Woodworth Ave / Moffat St / Swett Ave" prepared by the Planning Department, showing the relationship among the recent release of paper streets, the proposed subdivision, and the Richers' current request to release the paper streets abutting their property.
- A plan titled "Board of Adjustment Site Plan / Lot Line Adjustment Plan / Lot Consolidation Plan" showing the proposed roadways to be constructed between the current ends of Swett and Woodworth Avenues.

Municipal Interests

The Planning Department requested input from the Department of Public Works on both proposals for the existing paper streets: i.e., (1) the extension of Woodworth and Swett and construction of Moffat to facilitate the proposed subdivision, and (2) the request by the Richers to release the portions of paper streets abutting their property. With respect to the subdivision plan, DPW Director Peter Rice has indicated that DPW "would not oppose the looping of the roadway assuming we ensure the layout allows for plowing and trash truck circulation." With respect to the Richers' request to release any the City's interest in the paper streets, DPW noted that this would permanently prevent the creation of a loop road, and therefore the City should work toward the following:

1. Create a permanent turn-around at the end of Swett Avenue big enough for trash trucks.

2. Cut down the hill on Swett Avenue by 2-3 feet to more closely meet standards.
3. Reserve the area at the end of Woodworth Avenue for snow storage.

The first two items could be required as conditions of subdivision approval, and the third could be done in connection with the release of the paper streets.

Planning Department Recommendations

The following two options are presented for the Board's consideration. As discussed above, staff do not believe that the City has any interest in these paper streets, and therefore neither of the options would likely have any impact other than to signal the City's interest (or lack thereof) in the potential construction of a new street.

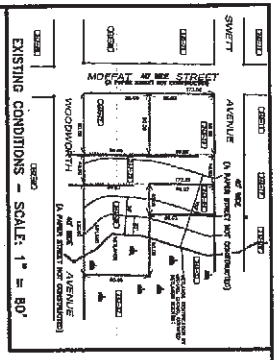
Option 1

Vote to recommend that the City release any interest it may have in the paper streets abutting 85 Woodworth Avenue, as shown on the exhibit titled "Woodworth Ave / Moffat St / Swett Ave", prepared by the Planning Department for this meeting, with the following exception:

1. *The area between the end of the accepted portion of Woodworth Avenue and the intersection with Moffat Street shall be reserved for snow storage.*

Option 2

Vote to recommend that the City not release any interest it may have in the paper streets abutting 85 Woodworth Avenue.



EXISTING CONDITIONS - SCALE: 1" = 80'

ZONING SUMMARY:
SR8 - SINGLE FAMILY RESIDENTIAL

SINGLE FAMILY RESIDENTIAL PERMITTED
TWO-FAMILY DWELLINGS NOT PERMITTED

DIMENSIONAL STANDARDS

MINIMUM LOT SIZE 15,000 SF
FRONTAGE 100 FT
LOT DEPTH 100 FT
FRONT SETBACK 30 FT
SIDE SETBACK 10 FT
REAR SETBACK 30 FT
BUILDING COVERAGE 20% MAX
OPEN SPACE 40% MIN.

INLAND WETLANDS PROTECTION DISTRICT
INLAND WETLAND PROTECTION BUFFER 100 FT
LIMITED CUT AREA 50 FT
VEGETATED BUFFER STRIP 25 FT

MAP 243, LOT 26
LOT AREA ±10,412 SF
BUILDING COVERAGE ±1,412 SF (13.5%)
OPEN SPACE 77%

MAP 243, LOT 27
LOT AREA ±20,635 SF
BUILDING COVERAGE ±1,800 SF (8.7%)
OPEN SPACE 87%

ROADWAY TO BE CONSTRUCTED,
CONNECT TO EXISTING PAVEMENT
ON WOODMORTH AVENUE

APPROXIMATE LIMITS OF ROADWAY CONSTRUCTION
PROPOSED ROADWAY EXTENSION TO BE DEDICATED
AS A PUBLIC STREET

GRAVEL
CITY SIGN STORAGE

LOT LINE TO BE ABANDONED

40' WIDE

(A PAPER STREET NOT CONSTRUCTED)

WOODWORTH AVENUE

MOFFAT 40' WIDE STREET
(A PAPER STREET NOT CONSTRUCTED)

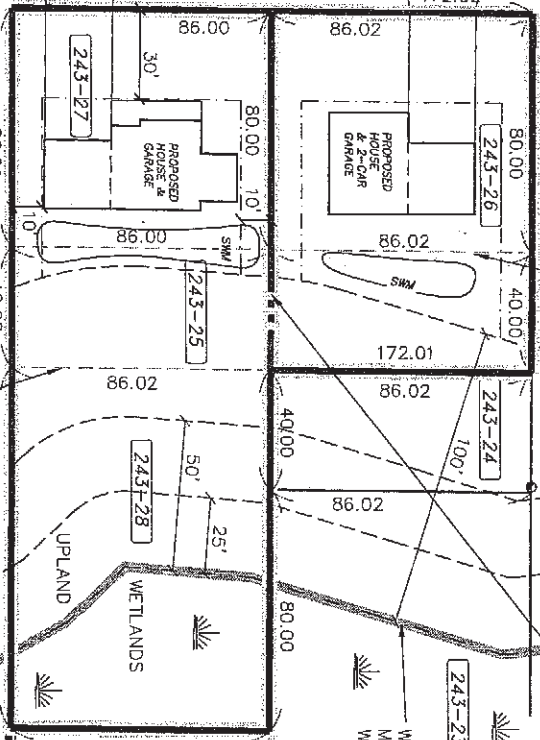
SWETT AVENUE

WOODWORTH AVENUE

(A PAPER STREET NOT CONSTRUCTED)

WOODWORTH AVENUE

(A PAPER STREET NOT CONSTRUCTED)

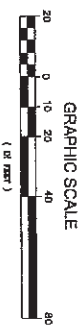


REFERENCE PLANS:
1. PROSPECT PARK ANNEX NO. 2, PORTSMOUTH, N.H., OWNED BY LEVANT WOODWORTH AND SWEET, JR. COURT ST., BOSTON MASS. SURVEYED BY GEORGE HORTON, C.E., 1902.
2. PRELIMINARY BOUNDARY SURVEY BY JAMES VERBA AND ASSOCIATES, INC., DATED OCTOBER, 2016.

EVANORON DATUM ASSUMED

WETLANDS IDENTIFICATION BY
MICHAEL CUOMO, CERTIFIED
WETLANDS SCIENTIST

LEGEND
SWM POTENTIAL STEEP WATER MANAGEMENT AREA



135 EAST STREET PORTSMOUTH, NH 03801 TEL: 603.883.2000 FAX: 603.883.2000	
ISSUED FOR: BOARD OF ADJUSTMENT	DATE: JANUARY 18, 2017
DRAWN BY: APPROVED BY: CHECKED BY: DATE:	DATE: DATE:
SCALE: 1" x 17" = 1" = 40'	CONCRETE:
TAX MAP 243, LOT 26 NORTH WOODS REV. TRUST & ROSE FRANKL TRUST P.O. BOX 459 HAMPDEN, ME 04444	TAX MAP 243, LOTS 25, 27 & 28 COLMAN C. GARLAND 416 SADDLEBACK DRIVE FAIRVIEW, TX 75069
AGENT: DAVID CALKINS 175 WOODLAWN CIRCLE PORTSMOUTH, NH	TITLE: BOARD OF ADJUSTMENT SITE PLAN / LOT LINE ADJUSTMENT PLAN / LOT CONSOLIDATION PLAN
SHEET NUMBER: 1 OF 1	P4814

MEMORANDUM

TO: John P. Bohenko, City Manager
FROM: Rick Taintor, Planning Director *RT.*
DATE: April 24, 2017
RE: City Council Referral – Proposal to acquire from Peter Happny a sewer easement off Rock Street; and to convey to Mr. Happny 2,275 ± s.f. of City-owned land adjoining Rock Street Park

At its meeting on March 6, 2017, the City Council voted to refer to the Planning Board a proposal to acquire from Peter Happny a sewer easement off Rock Street in connection with the construction of the new municipal parking garage; and to convey to Mr. Happny a narrow strip of City-owned land adjoining Rock Street Park.

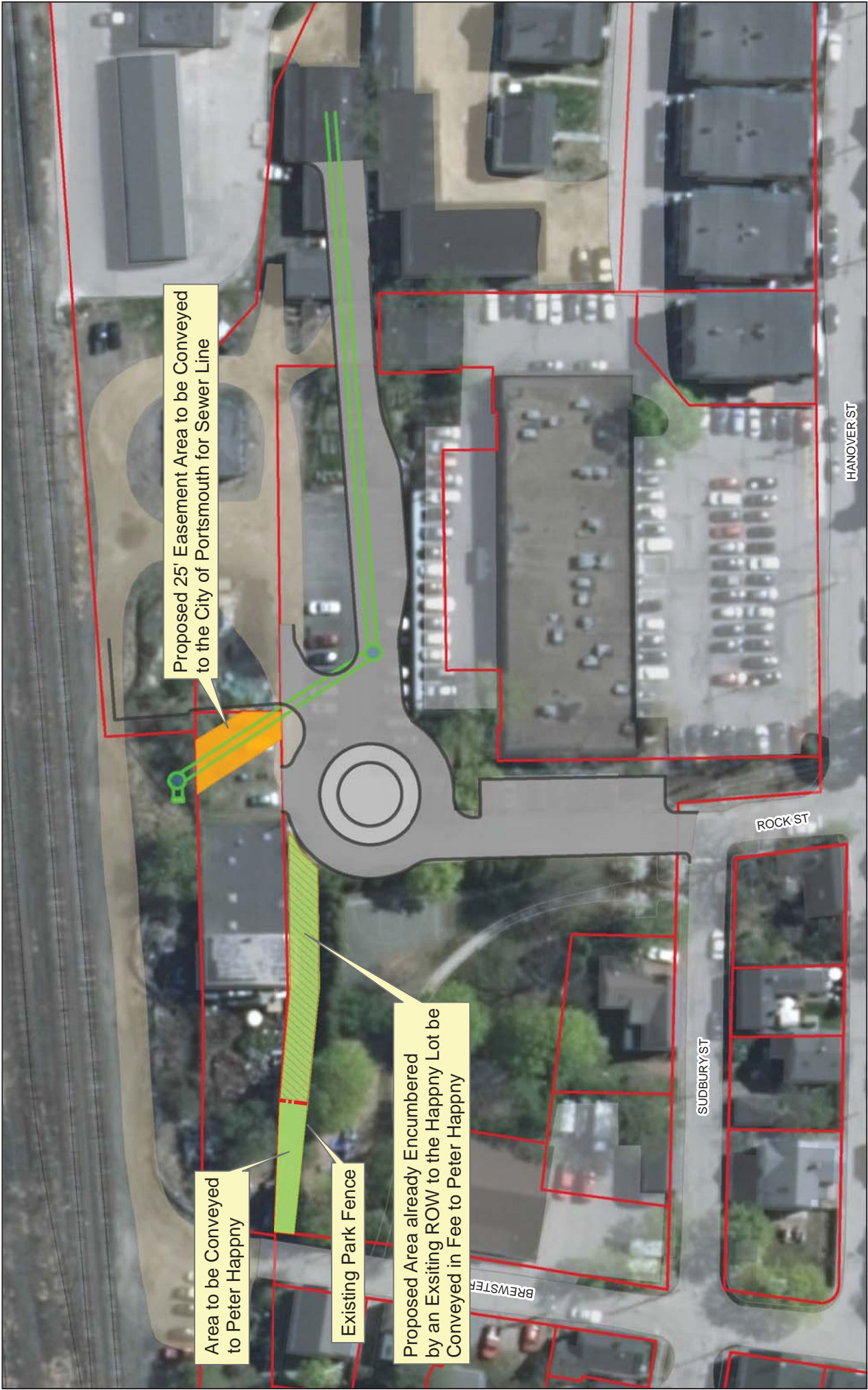
The relocation of the 48" brick box sewer around the parking garage and into the new street (Foundry Place) will be a significant part of the roadway and utility work required for the construction of the new parking garage. The original design included keeping the the sewer line completely on City property, which would entail two 90-degree turns in the line. While the sewer would work as designed, it is not an optimal solution to have such a steep angle on a sewer of this size.

In order to reduce the angles of bends in the line, the project team has proposed an alternative design running the realigned sewer across the abutting parcel owned by Peter Happny. This alignment requires the City to acquire an easement across the Happny property.

In exchange for the sewer easement, Mr. Happny has requested that the City convey to him a 2,275 ± s.f. strip of land that runs along the front of his building. Mr. Happny currently occupies this land, which is separated from the Rock Street Park by a chain-link fence and a row of mature arborvitae. A portion of this land is also already subject to an easement to access the front of Mr. Happny's building. Thus, Mr. Happny currently has the legal right to use most of the land, and the conveyance would give him the fee title to the easement area and a small additional area.

The attached sketch plan shows the proposed easement and conveyance.

At its meeting on April 20, 2017, the Planning Board voted unanimously to recommend that City Council vote to accept the sewer easement and grant the land conveyance as proposed.



Proposed 25' Easement Area to be Conveyed to the City of Portsmouth for Sewer Line

Area to be Conveyed to Peter Happny

Existing Park Fence

Proposed Area already Encumbered by an Existing ROW to the Happy Lot be Conveyed in Fee to Peter Happny

HANOVER ST

ROCK ST

SUDBURY ST

BREWSTER

PROPOSED LAND SWAP WITH PETER HAPPNY FOR SEWER LINE RECONFIGURATION

**AGREEMENT BETWEEN THE
CITY OF PORTSMOUTH AND THE GUNDALOW COMPANY**

This Agreement is entered into between the City of Portsmouth (hereinafter “City”), with a principal place of business at 1 Junkins Avenue, Portsmouth, 03801 and The Gundalow Company, a non-profit IRS Section 501(c)(3) corporation (hereinafter “Company”) with a principal place of business at 60 Marcy Street, Portsmouth NH

WHEREAS, the City owns and operates Prescott Park (hereinafter “the Park”) located on Marcy Street in the City of Portsmouth; and

WHEREAS, the Company exists to protect the maritime heritage and environment of the Piscataqua River region through education and programming, which includes the ownership and operation of one (1) so-called non-commercial gundalow boat identified as the Piscataqua; and

WHEREAS, the Company desires to operate the Piscataqua for educational and programming purposes, as a non-commercial vessel, from Prescott Park and the City desires to facilitate that purpose.

NOW THEN, the City and the Company agree as follows:

DOCKAGE

1. During the term of this Agreement, Company may dock the Piscataqua at designated facilities in Prescott Park. The Piscataqua shall be docked at the existing so-called Sheafe Dock owned by the City of Portsmouth and located adjacent to the Sheafe Warehouse.
2. Company uses a small work boat and may continue to keep it tied up at the docking float. No other docking of vessels of any kind is authorized by this agreement.

ANNUAL LICENSE FEE

3. The Company shall pay an annual license fee to the City on or before July 15, 2017 in the single lump sum amount of \$5,500.00.

USE OF DOCK AND QUAY

4. The use of the Sheafe Dock and the quay area as described above shall be for the docking of the Piscataqua for the purposes described in this Agreement and for no other purpose. The permitted purposes are as follows:

- a. To tie up the Piscataqua.
- b. To conduct educational programs onboard the Piscataqua as approved in advance in writing by the City. In furtherance of this provision, the Company shall make a single written request of the City prior to May 15, 2017. To the extent that the Company thereafter desires to add educational programs, the Company shall secure written approval in advance from the City.
- c. The following activities are specifically not permitted in Prescott Park, on the ramp or float of the so-called Sheafe Dock, in the quay area, or onboard the Piscataqua:
 - i. The staging of theatrical or other events involving amplified sound or music.
 - ii. The handling of motor vehicle fuel or the refueling of any boat.
 - iii. The sale of any goods or services or except tickets for public sails.
- d. The sale, transport, use, and possession of alcoholic beverages by the Company and its passengers shall be as follows:
 - i. Alcoholic beverages may be kept onboard the Piscataqua for consumption at times when the Piscataqua is not docked at the Park so long as it is properly secured and locked when not being served. Beer and wine may be consumed but not sold onboard the Piscataqua, for a period of twenty (20) minutes before and twenty (20) minutes after the commencement or the conclusion of scheduled cruises. Beer and wine are not permitted to be consumed or sold on the dock. Other than as provided above, there shall be no sale, transport, use, possession or consumption of alcoholic beverages in the Park or on the dock.

USE OF PROPERTY OTHER THAN DOCK AND QUAY

- 5. With prior written approval of the City Manager, from May 2, 2017 to June 15, 2017 and from September 1, 2017 to October 31, 2017 the Company is granted a limited right of entry to use the first floor of the Sheafe Warehouse otherwise used by the New Hampshire Art Association for following purposes:
 - i. Education programs for school groups in conjunction with school group sailing trips;
 - ii. Mission-related educational programs for adults and families;

- iii. Annual meeting of Gundalow Company members;
 - iv. Gundalow Company monthly board meetings;
 - v. Volunteer training;
 - vi. Educational exhibit with watershed model, touch tanks and interpretive panels, staffed by trained volunteers and opened to the public on a regular schedule;
 - vii. Orientation space for passengers before, after, or in place of a sail on the Piscataqua.
6. The Company may on a day-to-day basis utilize a small portable table and umbrella located adjacent to the Sheafe Dock for the purpose of selling tickets for scheduled sails and no other purpose. The table shall be attended at all times and shall not obstruct the passage of pedestrians. The table and umbrella are to be removed when not in use. Prior to deployment, the Company shall seek approval of the table and umbrella assembly from the City Manager.

ADDITIONAL SERVICES TO BE PROVIDED BY CITY

7. The City shall allow the Company the reasonable use of electricity on an intermittent basis. The City shall bear the cost of the electricity provided to the pedestal located at the entrance to the Sheafe Dock.
8. The City shall allow the Company the reasonable use of non-potable water on an intermittent basis to be provided by means of a water connection to the Park sprinkler system. The City shall bear the cost of the water provided.

TERM

9. This Agreement becomes effective on its completed execution by the parties and shall remain in full force and effect unless otherwise terminated until November 1, 2017.

INSURANCE AND FINANCES

10. Company shall maintain at all times during the term of this Agreement general liability insurance in a coverage amount of at least \$2,000,000.00 per occurrence naming the City of Portsmouth as additional insured; a certificate indicating the existence of such insurance shall be kept on file at all times in the office of the City Attorney of the City of Portsmouth.
11. Financial Books and records of the Company shall be open for review at all times by the City upon reasonable notice to the Company.

12. At any time during the term of this Agreement, on request of the City, the Company shall provide the City with a full accounting of all income and expense, including donations, sponsorships, and income of any form received by the Company for the prior calendar year.
13. On or before October 1, 2017, the Company shall provide the City with complete annual financial statements reflecting all financial activities of the Company.

PROPERTY DAMAGE INSURANCE

14. The City shall provide property damage insurance for the Sheafe dock. The purpose of this insurance will be to protect the City from any property damage which may be occasioned to the dock. The Company may, at its option, secure such other and further insurance as the Company deems necessary beyond those insurances required by this Agreement.

MISCELLANEOUS

15. The Company shall only conduct private parties onboard the Piscataqua in accordance with a written private party or charter policy approved in advance in writing by the City.
16. Neither this Agreement nor any of the authority granted under it shall be transferrable or assignable in any way by the Company.
17. In the event of a breach of this Agreement by the Company in any manner which does not create a risk to health or safety, as determined in the sole discretion of the City, the City shall provide a thirty (30) day opportunity to cure the breach by the Company. Subsequent to such a cure period or at any time following a breach of the Agreement which does create a risk to health or safety, as determined in the sole discretion of the City, the City may suspend or terminate this agreement under such terms and conditions as may be established by the City.
18. This Agreement describes the entire relationship between the City and the Company.
19. The Company shall have no authority to conduct any activity in Prescott Park not specifically authorized herein.
20. The Company's point of contact in all matters related to this agreement will be the City Manager or his or her designee.

21. The Company agrees to comply at all times with federal, state and local law, including any ordinances adopted by the Portsmouth City Council, reference the existing Park ordinance, Chapter 8, Article II.
22. The Company shall be responsible for all necessary maintenance and repair of the Sheafe dock.
23. The Company agrees to indemnify and hold harmless the City of Portsmouth and all its respective agents and employees from any and all liability arising in any way out of the exercise of rights granted to the Company under this Agreement.
24. On the termination of this Agreement at any time for any reason, the Company shall be solely responsible for relocating the Piscataqua elsewhere from Prescott Park.
25. The Company shall provide the City with an annual inspection report detailing the seaworthiness of the Piscataqua for the purpose of assuring that the Gundalow is safe for maritime use and shall not become a burden on the City by its inability to be removed from the Park.
26. The Company shall ensure all areas of the Park covered under this agreement are kept in orderly condition at all times. No trash or storage of unused materials shall be allowed to accumulate on the site.

SIGNAGE

27. A signage plan shall be submitted to the City Manager within two weeks of execution of this agreement. The following signs are approvable by the City Manager in accordance with the following terms:
 - a. Two signs to be erected on the gangway related to the 2017 Gundalow programming and schedule.
 - b. A single A-Frame at Water Street
 - c. No logos or donor information shall be displayed on the signs; the one exception may be the Gundalow Company logo.

GUNDALOW COMPANY

Dated: _____

Molly Bolster, Executive Director

Dated: _____

, President

As authorized by the Gundalow Company
Board of Directors on _____, 2017.

CITY OF PORTSMOUTH

Dated: _____

John P. Bohenko
City Manager

Approved by vote of the City Council on
_____, 2017.

h\rps\agr\gundalow\2017 agr

**AGREEMENT BETWEEN THE
CITY OF PORTSMOUTH AND THE NH ART ASSOCIATION**

This Agreement is entered into between the City of Portsmouth (hereinafter “City”), with a principal place of business at 1 Junkins Avenue Portsmouth, NH 03801 and NH Art Association, a non-profit IRS Section 501(c)(3) corporation (hereinafter “Association”) with a principal place of business at 136 State Street, Portsmouth NH 03801, under the terms and conditions described below.

WHEREAS, the City owns and operates Prescott Park (hereinafter “the Park”) located on Marcy Street in the City of Portsmouth; and

WHEREAS, the Association exists to connect visual artists with the public through ongoing exhibits and educational activities to encourage appreciation for contemporary culture, foster creativity, and enhance community spirit; and

WHEREAS, the Association desires to utilize the Sheafe Warehouse for arts programming and educational activities and the City desires to facilitate that purpose.

NOW THEN, the City and the Association agree as follows:

THE SHEAFE WAREHOUSE

1. During the term of this Agreement, the Association is granted a limited right of entry to use the first floor of the Sheafe Warehouse in Prescott Park for its annual Art show, related talks, and demonstrations within the Sheafe Warehouse.
2. The Association is granted a limited right of entry to use outdoor areas in the vicinity of the Sheafe Warehouse for additional programming described below.

ANNUAL LICENSE FEE

3. The Association shall pay an annual license fee to the City on or before July 15, 2017 in the single lump sum amount of \$1,500.00.

USE OF SHEAFE WAREHOUSE

4. The Association is granted a limited right of entry to use the first floor of the Sheafe Warehouse. In furtherance of this provision the Association shall make a single written request of the City prior to May 15, 2017 with a schedule of the events for the season. To the extent that the Association thereafter desires to add educational programs, the Association shall secure written approval in advance from the City Manager. The permitted purposes are as follows:

- a. To conduct its annual Art Show and associated art demonstrations and talks within the Sheafe Warehouse.
- b. To hold a single-day, temporary outdoor public art installation. Final details for the space to be used for these activities as well as schedule shall be approved in writing by the City Manager. Activities will not be permitted to interfere with movement of the public through the Park.
- c. To hold pop-up art classes sponsored by the NH Art Association in areas approved by the City Manager. Classes shall be offered by donation only.
- d. The sale of paintings associated with the Association's Art Show.
- e. The following activities are specifically not permitted in the Sheafe Warehouse or other areas used for NH Arts programming
 - i. The storage of combustible materials.
 - ii. Smoking or use of open flame.
 - iii. The staging of theatrical or other events involving amplified sound or music.
 - iv. The sale of any goods, services or tickets other than addressed above.
 - v. The sale, transport, use, and possession of alcoholic beverages by the Association is prohibited.

ADDITIONAL SERVICES TO BE PROVIDED BY CITY

- 5. The City shall allow the Association the reasonable use of electricity on an intermittent basis.
- 6. The City shall allow the Association the reasonable use of water provided by means of a spigot on the Shaw Warehouse in support of its programming. The City shall bear the cost of the water provided.

TERM

7. This Agreement becomes effective on its completed execution by the parties and shall remain in full force and effect unless otherwise terminated until August 29, 2017.

INSURANCE AND FINANCES

10. Association shall maintain at all times during the term of this Agreement general liability insurance in a coverage amount of at least \$2,000,000.00 per occurrence naming the City of Portsmouth as additional insured; a certificate indicating the existence of such insurance shall be kept on file at all times in the office of the City Attorney of the City of Portsmouth.
11. Financial books and records of the Association shall be open for review at all times by the City upon reasonable notice to the Association.
12. At any time during the term of this Agreement on request of the City, the Association shall provide the City with a full accounting of all income and expense, including donations, sponsorships, and income of any form received by the Association for the prior calendar year.
13. On or before October 1, 2017 the Association shall provide the City with complete annual financial statements reflecting all financial activities of the Association.
14. On or before October 1, 2017 the Association shall provide a summary of the programs offered in Prescott Park under this agreement including a summary of proceeds of its activities having taken place in the Park for the 2017 season.

PROPERTY DAMAGE INSURANCE

15. The City shall provide property damage insurance for the Sheafe Warehouse. The purpose of this insurance will be to protect the City from any property damage which may be occasioned to the Warehouse. The Association may, at its option, secure such other and further insurance as the Association deems necessary beyond those insurances required by this Agreement.

MISCELLANEOUS

16. The Association shall submit a security plan, which addresses its plan for accessing and securing the site at the beginning and end of each day.

The City makes no representation as to the suitability of the Warehouse for storage of works of art.

17. Neither this Agreement nor any of the authority granted under it shall be transferrable or assignable in any way by the Association.
18. In the event of a breach of this Agreement by the Association in any manner which does not create a risk to health or safety, as determined in the sole discretion of the City the City shall provide a seven (7) day opportunity to cure the breach by the Association. Subsequent to such a cure period or at any time following a breach of the Agreement which does create a risk to health or safety, as determined in the sole discretion of the City, the City may suspend or terminate this agreement under such terms and conditions as may be established by the City.
19. This Agreement describes the entire relationship between the City and the Association.
20. The Association shall have no authority to conduct any activity in Prescott Park not specifically authorized herein.
21. The Association's point of contact in all matters related to this agreement will be the City Manager or his or her designee.
22. The Association agrees to comply at all times with federal, state and local law, including any ordinances adopted by the Portsmouth City Council, including the existing Park ordinance, Chapter 8, Article II.
23. The Association agrees to indemnify and hold harmless the City of Portsmouth and all its respective agents and employees from any and all liability arising in any way out of the exercise of rights granted to the Association under this Agreement.
24. The Association shall ensure the first floor of the Sheafe Warehouse and the approved areas for use for additional activities are kept in orderly condition at all times. No trash or storage of unused materials shall be allowed to accumulate on the site.

SIGNAGE

25. A signage plan shall be submitted to the City Manager within two weeks of execution of this agreement. The following signs are approvable by the City Manager in accordance with the following terms:
 - a. Limited interpretative signage (erected for one day only) associated with the single-day public art installation.

- b. A sign to be erected on one interior door to the Sheafe Warehouse related to the Art Show and 2017 NH Art programming to take place in the Park.
- c. A single A-Frame at Water Street
- d. No logos or donor information shall be displayed on the signs; the one exception may be the NH Art Association logo.

NH ART ASSOCIATION

Dated: _____

Barbara Albert, President

Dated: _____

, President

As authorized by the NH Art Association Board of Directors on _____, 2017.

CITY OF PORTSMOUTH

Dated: _____

John P. Bohenko
City Manager

Approved by vote of the City Council on _____, 2017.



To Jason
3-10-17

COPY

CITY OF PORTSMOUTH, NEW HAMPSHIRE
OFFICE OF THE CITY CLERK

BOARDING HOUSE PERMIT APPLICATION

INSTRUCTIONS: Please print or type clearly and complete all information accurately. Incomplete applications will not be accepted.

APPLICANT INFORMATION

Applicant Name: Paul White Telephone: 207 439 41894

Address: PO Box 1325 City/State/Zip: Portsmouth N.H. 03802-132

Boarding House Location: 278 Cabot ST

Number of Rooms 12

CERTIFICATION

I, the undersigned, have completed this application accurately, in accordance with Chapter 9, Article VIII of the Boarding House Ordinance:

Signature: Date: 3/1/17

Administrative Use Only

Approved by the Zoning Officer:

Date 4-14-17

Approved by the City Council: _____

BOARDING HOUSE PERMIT

CITY OF PORTSMOUTH, NEW HAMPSHIRE

Permit Number: 2017-02

Date: May 2, 2017

BE KNOWN, that Janet L. White-Nay and Paul H. White, Trustee, P.O. Box 1325 Portsmouth, NH 03802-1325 is licensed to operate a boarding house located at 278 Cabot Street within the City of Portsmouth, NH for the following number of rooms:

Number of Rooms: 12

The boarding house complies with City Ordinance Chapter 9, Article VIII, Sections 9.801 – 9.805 at the date of issuance of permit.

This permit will expire: May 2, 2018

Attest:

Kelli L. Barnaby, City Clerk
OFFICE OF THE CITY CLERK



CITY OF PORTSMOUTH, NEW HAMPSHIRE
OFFICE OF THE CITY CLERK

BOARDING HOUSE PERMIT APPLICATION



INSTRUCTIONS: Please print or type clearly and complete all information accurately.
Incomplete applications will not be accepted.

APPLICANT INFORMATION

Applicant Name: G Edward Gowen Jr Telephone: 603-867-9260

Address: 355 Great Bay Rd City/State/Zip: Greenland NH
03840

Boarding House Location: 350-352 Hanover St Portsmouth NH 03801

Number of Rooms 12

CERTIFICATION

I, the undersigned, have completed this application accurately, in accordance with Chapter 9, Article VIII of the Boarding House Ordinance:

Signature: Edward Gowen Date: 2-26-17

Administrative Use Only

Approved by the Zoning Officer:

[Signature] Date 4-13-17

Approved by the City Council: _____

BOARDING HOUSE PERMIT

CITY OF PORTSMOUTH, NEW HAMPSHIRE

Permit Number: 2017-01

Date: May 2, 2017

BE KNOWN, that G. Edward Gowen, Jr., 355 Great Bay Road Greenland, NH 03840 is licensed to operate a boarding house located at 350-352 Hanover Street within the City of Portsmouth, NH for the following number of rooms:

Number of Rooms: 12

The boarding house complies with City Ordinance Chapter 9, Article VIII, Sections 9.801 – 9.805 at the date of issuance of permit.

This permit will expire: May 2, 2018

Attest:

Kelli L. Barnaby, City Clerk
OFFICE OF THE CITY CLERK

Green Street area for intermittent use for deliveries for 233 Vaughan Street.



Event Listing by Date

Starting Date: 4/17/2017

Ending Date: 12/31/2017

Start End	Type Description	Location	Requestor	Vote Date
4/23/2017 4/23/2017	ROAD RACE LOCO Sports, LLC is the coordinator of this race. This race is being sponsored by Portsmouth Mercedes-Benz Start time: 8:00 a.m.	Route 33 - Greenland Road	LOCO Sports	3/ 6/2017
5/ 6/2017 5/ 6/2017	WALK Jenelle Dolan, Development Specialist is the contact for this event. Tel. 978-729-5849	Little Harbour Elementary School	March of Dimes	7/11/2016
5/ 7/2017 5/ 7/2017	EVENTS Barbara Massar is the contact for this event. This event begins at Noon to 4:00 p.m.	Pleasant Street - State Street - Market Square	Children's Day - Pro Portsmouth	9/ 6/2016
5/ 7/2017 5/ 7/2017	RIDE Melissa Walden, Associate of Development is the contact. This event begins at 7:00 a.m. at Redhook Brewery.	Start at Redhook Brewery	American Lung Association	10/ 3/2016
5/ 7/2017 5/ 7/2017	WALK Richard Wagner is the contact for this event. This event begins at 2:00 p.m. and ends at 5:00 p.m.	City Hall Lower Parking Lot	AIDS Reponse Seacoast	3/20/2017
5/13/2017 5/13/2017	FUND Ridges Court - Street Closure from 9:00 a.m. to 4:00 p.m. for the Music Hall's 26th Annual Kitchen Tour from 9:00 a.m. to 4:00 p.m. Contact: Ashleigh Tucker Pollock, Special Events Manager & Rental Coordinator 603-766-2202	Ridges Court	Music Hall	2/ 6/2017
5/13/2017 5/13/2017	RACE Contact: Carolyn Ostrom, NH Community Relations, Specialist - 617-501-2728 costrom@vtrnhkomen.org Ed Harvey, Race Director 603-862-1246 Edmund.Harvey@unh.edu	Strawbery Banke	Susan G. Komen Foundation	8/15/2016
5/28/2017 5/28/2017	FUND Lilia-Potter-Schwartz is the contact for this event. This is a triathlon at begins at Portsmouth High School	Portsmouth High School	Education to All Children	12/ 5/2016
5/28/2017 5/28/2017	ROAD RACE	Redhook Brewery - Pease Tradeport	Runner's Alley	12/19/2016
6/10/2017 6/10/2017	FESTIVAL Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m.	Market Square	Market Square Day - Pro Portsm	9/ 6/2016
6/10/2017 6/10/2017	ROAD RACE Barbara Massar is the contact for this event. The road race starts at 9:00 a.m. in Market Square	Starts in Market Square	Market Square Road Race - Pro	9/ 6/2016
6/17/2017 6/17/2017	RACE Rain Date of June 18, 2017	Pleasant Street	Big Brothers Big Sisters of Ne	9/19/2016

Event Listing by Date

Starting Date: 4/17/2017

Ending Date: 12/31/2017

Start End	Type Description	Location	Requestor	Vote Date
6/17/2017 6/17/2017	WALK Jenelle Dolan, Development Manager is the contact for this event. This event begins at 8:00 a.m. at Strawberry Bank.	Begins and Ends at Strawberry Bank	March of Dimes	4/ 3/2017
6/24/2017 6/24/2017	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/ 6/2016
7/ 1/2017 7/ 1/2017	MUSIC Barbara Massar is the contact for this event. This is part of the Summer in the Streets series begins at 5:00 p.m. and ends at 9:30 p.m.	Pleasant Street	Pro Portsmouth - Summer in the	9/ 6/2016
7/ 4/2017 7/ 4/2017	RACE Rick Mason is the contact for this event. This is the Pack & Boots 5K - for Veteran's Count	TBD	Richard Mason	4/ 3/2017
7/ 8/2017 7/ 8/2017	FESTIVAL Barbara Massar is the contact for this event. This event is part of the Summer in Street Series. It begins at 5:00 to 9:30 p.m.	Downtown - Pleasant Street	Pro Portsmouth - Summer in the	9/ 6/2016
7/ 8/2017 7/ 8/2017	FUND Allan Scholtz, Secretary is the contact for this event. 8:00 a.m. to 4:00 p.m. collection	Market Square	Portsmouth Professional Fire F	4/ 3/2017
7/15/2017 7/15/2017	BIKE TOUR Contact: Chris Vlangas 1-800-757-0203 Event begins at 7:30 a.m. from Shapleigh Middle School in Kittery.	From Kittery, ME to Route 1B to Rye back to Kitter	Cystic Fibrosis Foundation	11/21/2016
7/15/2017 7/15/2017	FESTIVAL Barbara Massar is the contact for this event. This event is part of the Summer in the Streets begins at 5:00 p.m. to 9:30 p.m.	Downtown - Pleasant Street - between State Street	Pro Portsmouth - Summer in the	9/ 6/2016
7/21/2017 7/23/2017	ART EXH Lennie Mullaney is the contact for this event. This is the annual Wet Paint-out Weekend. The event takes place throughout greater Portsmouth Artists register at NHAA.	Throughout the City	NH Art Association	1/23/2017
7/22/2017 7/22/2017	MUSIC Barbara Massar is the contact for this event. This is part of the Summer in the Streets series which begins at 5:00 p.m. and ends at 9:30 p.m.	Pleasant Street	Pro Portsmouth - Summer in the	9/ 6/2017
7/29/2017 7/29/2017	MUSIC Barbara Massar is the contact for this event. This event is part of the Summer in the Streets series which begins at 5:00 p.m. and ends at 9:30 p.m.	Pleasant Street	Pro Portsmouth - Summer in the	9/ 6/2016

Event Listing by Date

Starting Date: 4/17/2017

Ending Date: 12/31/2017

Start End	Type Description	Location	Requestor	Vote Date
8/19/2017 8/19/2017	BOAT This is the 7th annual Round Island Regatta	Peirce Island Boat Launch	Gundalow Company - Round Island	3/6/2017
8/19/2017 8/19/2017	FUND Allan Scholtz, Secretary is the contact for this event. 8:00 a.m. to 4:00 p.m. is the time of this event.	Market Square	Portsmouth Professional Fire F	4/3/2017
8/26/2017 8/26/2017	BIKE TOUR Contact: Emily Christian, Logistics Manager - 781-693-5154	Along the Seacoast	National Multiple Sclerosis So	2/6/2017
9/4/2017 9/4/2017	RACE Sister Mary Agnes is the contact for this event. This event begins at 9:00 a.m.	Pease International Tradeport	St. Charles Children's Home	4/3/2017
9/16/2017 9/16/2017	WALK Ken La Valley, Chair is the contact for this event. This evening begins at 10:00 a.m. to Noon at Little Harbour School. Registration begins at 8:30 a.m.	Little Harbour School	American Foundation for Suicid	3/6/2017
9/17/2017 9/17/2017	RACE Jennie Halstead, Executive Director is the contact. This race begins at 7:30 a.m. with registration Start of the race: 9:00 a.m.	Portsmouth Middle School	My Breast Cancer Support	12/5/2016
9/23/2017 9/24/2017	FESTIVAL Contact: Bruce MacIntyre This is a two day event - Saturday events starting at 10:00 a.m. and ending at 10:00 p.m. Sunday events starting at 1:00 p.m. and ending at 5:00 p.m.	Congress Street, Market Square	Portsmouth Maritime Folk Festi	2/6/2017
9/23/2017 9/24/2017	FUND Caroline Amport Piper is the contact person for this event. This event is the Fairy House Tours that runs on Saturday, September 23rd and September 24, 2017. 11:00 a.m. to 3:00 p.m.	South End	Friends of the South End	4/3/2017
9/24/2017 9/25/2017	RIDE	Along Route 1A	Granite State Wheelmen, Inc.	11/21/2016
9/24/2017 9/24/2017	WALK Kelly Bosco is the contact for this event. Tel. (603) 606-6590 ext. 2151 kbosco@alz.org	Little Harbour School	Alzheimer's Association	1/23/2017
11/12/2017 11/12/2017	RACE Jay Diener is the contact for this event. This event begins at 8:30 a.m.	Portsmouth High School - Start and Finish	Seacoast Half Marathon	3/20/2017
12/10/2017 12/10/2017	RACE Thomas M. Bringle, Director of Development is the contact for this event. Tel. (603) 724-6080 or tbringle@arthritis.org	Little Harbour School	Arthritis Foundation	1/23/2017



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
(603) 431-2000

CITY COUNCIL BUDGET WORK SESSION PRESENTATIONS

DATE: SATURDAY, MAY 6, 2017
LOCATION: PORTSMOUTH PUBLIC LIBRARY – LEVENSON ROOM
TIME: 8:00AM TO 2:30PM
SUBJECT: FY 2018 BUDGET PRESENTATIONS

AGENDA

8:00 a.m.	Budget Summary	John P. Bohenko, City Manager Judie Belanger, Finance Director
8:30 a.m.	Police	David Mara, Police Chief
9:15 a.m.	Fire	Steven Achilles, Fire Chief
10:00 a.m.	Break	
10:15 a.m.	Public Works	Peter Rice, Public Works Director
	Parking and Transportation	Eric Eby, Parking & Transportation Engineer
11:15 a.m.	Recreation/Senior Services	Rus Wilson, Recreation Director Brinn Sullivan, Senior Services Coordinator
11:45 a.m.	Lunch	
12:00 p.m.	Planning, Inspection, Health	Nancy Colbert Puff, Deputy City Manager
	Finance, Accounting, Assessing Tax Collector, Information Technology	Judie Belanger, Finance Director
	Welfare	Ellen Tully, Welfare Administrator
	Human Resources	Dianna Fogarty, Human Resources Director
	Legal	Robert Sullivan, City Attorney
	City Clerk	Kelli Barnaby, City Clerk
	Library	Steven Butzel, Library Director
1:00 p.m.	School Department	Steve Zadavec, Superintendent of Schools
2:30 p.m.	Adjourn	

Wednesday, April 26, 2017

To City Councilors
From Jim Splaine, resident

At the City Council meeting of May 1st, I have an item on the Agenda:

Options and process by the City Council and by citizen-initiative for adding provisions regarding (1), campaign financial disclosure of donations and spending; (2), conflict of interest restrictions; and (3), ethical standards for elected and appointed city officials and administrators into the City Charter for the November 7, 2017 City Election.

So that everyone will have the same information regarding the schedule and process required for placing City Charter amendments onto the November 7th City Election ballot, I ask that we receive an update concerning:

1. What are deadlines for placing City Charter amendments for citizens to vote?
2. What are the restrictions or limitations concerning the types of issues that may be voted on, considering that efforts to put some Charter amendments on the ballot two years ago were unsuccessful?
3. Specifically for City Council-initiated Charter amendments, what is the required schedule and process?
4. Specifically for citizen-initiated Charter amendments, what are the petition requirements and deadlines?

So that all citizens will know the requirements and process early enough to plan their efforts, it would be useful to have this information prepared for the City Council meeting of Monday, May 15th.

Thank You.

CITY OF PORTSMOUTH PORTSMOUTH, NH 03801

DATE: April 27, 2017
TO: Portsmouth City Council Members
FROM: Councilor M. Christine Dwyer
RE: Proposed Addition/Amendment to Current Council rules re: Public
Comment and Public Hearings

Proposed Addition/Amendment to Current Council rules re: Public Comment

Residents, business owners and other taxpayers of the City of Portsmouth will speak prior to other speakers at public comments, within existing guidelines for public comment.

Proposed Addition/Amendment to Current Rules Re: Public Hearings

Residents, business owners, and other taxpayers of the City of Portsmouth will follow current rules regarding time allotments for speaking at Public Hearing. Others will be limited to 5 minutes for one round of comments.

The Council may vote to waive the time limits, as desired, to hear from content experts, legal representatives, and so forth.

ACTION ITEMS

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – April 6, 2017
City Hall – Eileen Dondero Foley Council Chambers

MEMBERS PRESENT: Brad Lown, Chairman;
Nancy Colbert Puff, Deputy City Manager;
Peter Rice, Public Works Director;
James Heinz, Deputy Fire Chief;
Frank Warchol, Police Captain;
Members: Ted Gray, Ronald Cypher, Shari Donnermeyer,
Mary Lou McElwain

ALSO PRESENT: Eric Eby, Parking and Transportation Engineer
Juliet Walker, Assistant Planning Director

ABSENT: Harold Whitehouse, Member

Action Items requiring an immediate ordinance during the next Council meeting:

- Chapter 7, Article I Parking Meters, Section 7.105: Parking
C. Designated Motorcycle Parking Area
- Chapter 7, Article V Bicycle Regulations
- Chapter 7, Article XVII Moped Regulations

Temporary Action Items requiring an ordinance during the annual omnibus: none

1. Accepted and placed on file the February 2, 2017 meeting minutes.
2. Accepted and placed on file the financial reports dated March 2017 and April 2017.
3. Public Comment: Two Speakers: Arthur Carakatsane, Derek Nadeau
4. (VI.A.) **Action Item:** Request for stop sign on Cleveland Drive at Arthur Road and Taft Road – **VOTED to direct staff to report back at a future meeting.**
5. (VI.B.) **Action Item:** Request for Valet Service license on Pleasant Street near Court Street – **VOTED to direct staff to report back at a future meeting.**

6. (VI.C.) **Action Item:** Food truck pilot program, referred from City Council for consideration – **VOTED to recommend against the adoption of the proposed food truck program to the City Council.**

Public Speakers: Arthur Carakatsane, Barbara DeStefano, Rick Becksted, Pat Bagley, Kevin O’Leary, William Hardy, Judy Miller and Clement Dwyer

7. (VI.D.) **Action Item:** Parrot Avenue parking lot regulations. – **VOTED to direct staff to report back on aspects of parking, traffic and safety regarding metering the Parrot Avenue parking lot.**
8. (VII.A.) **Action Item:** Report back on Bartlett Street and Thornton Street intersection – **VOTED to accept staff recommendation to change the section of Thornton Street between Woodbury Avenue and Bartlett Street from two-way traffic flow to one-way traffic flow. The one-way flow would be from Woodbury Avenue to Bartlett Street and remove the STOP signs on Bartlett Street and Thornton Street.**
9. (VII.B.) **Action Item:** Report back on proposed bicycle, moped and motorcycle ordinances – **VOTED to approve the bicycle ordinance, which will bring it into conformance with current state laws and local policies, as written. VOTED to approve the moped ordinance and motorcycle ordinance as written.**

Public Speaker: Marc Stettner

10. Informational:

V.III.A. Downtown traffic modeling project update:

Resource Systems Group, Inc. (RSG) was hired to conduct the Downtown traffic modeling project. They will be presenting to the Committee once the project is complete.

V.III.B. Middle Street bike lane project update:

Juliet Walker reported that she and Eric Eby would be meeting with NHDOT and evening parking counts would be conducted on Middle Street.

V.III.C. Bike share (Zagster) program update:

Juliet Walker provided an overview of the program that will begin May 2017.

11. Public Comment: Three Speakers: Rick Becksted, Pat Bagley and Randal Leach

12. Miscellaneous:

Quarterly accident report for 12/24/2016 to 03/20/2017.

13. Adjournment – At 9:48 a.m., **VOTED** to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary to the Committee

MEETING MINUTES

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – April 6, 2017
City Hall – Eileen Dondero Foley Council Chambers

I. CALL TO ORDER:

Chairman Lown called the meeting to order at 8:00 a.m.

II. ROLL CALL:

Members Present:

Chairman, Brad Lown
Deputy City Manager, Nancy Colbert Puff
Public Works Director, Peter Rice
Deputy Fire Chief, James Heinz
Police Captain, Frank Warchol
Member, Ted Gray
Member, Ronald Cypher
Member, Shari Donnermeyer
Alternate Member, Mary Lou McElwain

Staff Advisors Present:

Parking and Transportation Engineer, Eric Eby
Assistant Planning Director, Juliet Walker

Member Absent:

Member, Harold Whitehouse

III. ACCEPTANCE OF THE MINUTES:

Ted Gray motioned to accept the February 2, 2017 meeting minutes. Ron Cypher seconded.
Motion passed 9-0.

IV. FINANCIAL REPORT:

Public Works Director Rice motioned to accept the financial reports dated March 2017 and April 2017. Deputy City Manager, Nancy Colbert Puff, seconded.
Motion passed 9-0.

V. PUBLIC COMMENT:

Arthur Carakatsane asked the Committee to suspend the rules to allow him and others to speak to action item VI.C. during Committee discussion.

Public Works Director Rice motioned to suspend the rules to allow for public comment during action item VI.C. Ted Gray seconded. **Vote 9-0, to suspend rules to allow for public comment.**

Derek Nadeau spoke against changing the Parrot Avenue parking lot regulations. He expressed concern about how any change would negatively impact downtown residents and hospitality industry workers utilizing the lot.

VI. NEW BUSINESS:

A. Request for stop sign on Cleveland Drive at Arthur Road and Taft Road. The Committee conducted an on-site visit on Tuesday, April 4, 2017. Eric Eby stated a resident at 73 Taft Road initiated the action item. The resident complained about vehicles speeding through the intersection and the snow banks limiting sight lines. She requested a 3-way or 4-way STOP sign at the location. Eric Eby recommended reporting back to the Committee once he has collected traffic data, speed data, turning movement counts and reviewed the major movements at the intersection. He stated a traffic calming test pilot could be an option if speed was determined to be excessive.

Ted Gray inquired about existing traffic counts and vehicle speed data. Eric Eby stated there is no existing data. Mary Lou McElwain supported gathering data to analyze safety issues.

Public Works Director Rice motioned to direct staff to report back. Shari Donnermeyer seconded. **Vote 9-0, to direct staff to report back at a future meeting.**

B. Request for Valet Service license on Pleasant Street near Court Street. The Committee conducted an on-site visit on Tuesday, April 4, 2017. Shari Donnermeyer inquired about the specifics of the requested valet spots. Eric Eby stated in the letter from Northeast Valet, they proposed for year-round valet service from Monday through Sunday, beginning 5 p.m. to midnight. They requested the last three metered spots closest to Court Street in front of Louie's Restaurant.

Public Works Director Rice motioned to direct staff to report back at a future meeting. He expressed concern about losing three parking spaces and the valet spots being next to each other. Shari Donnermeyer seconded. **Vote 9-0, to direct staff to report back at a future meeting.**

C. Food truck pilot program, referred from City Council for consideration. Chairman Lown stated this action item was referred by the City Council for a recommendation. Eric Eby presented a map of the proposed parking locations for the food trucks. The area included: Hanover St. between Market St. and Fleet St., Fleet St. between Hanover St. and Congress St., Haven Court

behind the parking garage, loading zone area on High St., and the two 15-minute parking spaces in the Vaughan Mall parking lot. The hours of operations would be 10 p.m. to 2 a.m.

Deputy City Manager, Nancy Colbert Puff, provided the Committee with background regarding this action item. She stated the proposal presented today was presented to the City Council and they referred the action item to the PTS Committee for a final recommendation.

Eric Eby stated a benefit of referring it to the PTS Committee is that the action item could be executed as a pilot program for a trial period. If the program was successful, an ordinance could be adopted. However, it could be easily dismissed if unsuccessful without going through the ordinance process.

Ron Cypher spoke against the proposed locations because of nearby residences. Shari Donnermeyer spoke to other cities having food trucks in separate areas away from the downtown. Mary Lou McElwain spoke against the proposed locations in the downtown and commented on concerns regarding noise, health, sanitation issues and trash pollution.

Public Works Director Rice clarified that the role of the Committee was confined to the impacts associated with parking. He stated that the operational challenges mentioned by members would be policy decisions for the City Council to address with City staff.

Mary Lou McElwain expressed concern that if the Committee approved the recommendation it would be reported as though the Committee approved of all aspects of the program. Chairman Lown clarified that the Committee would be addressing the loss of downtown parking spaces for specific hours on a regular basis for use by the food truck vendors.

The Committee discussed the current parking demands in the proposed areas, and recommending that the pilot program be seasonal, if approved.

The Committee voted earlier to suspend the rules to allow for public comment.

Arthur Carakatsane submitted a letter to the Chairman dated March 29, 2017, which outlined the concerns of the Harbour Hill Condominium Association, and their opposition to the proposed food truck pilot program. He addressed the following: undocumented data about who wanted the program, late-night hours of operation, proximity to residences, and to the Hilton Garden Inn, culinary alternatives, food trucks becoming a “public nuisance”, traffic, congestion and pedestrian safety. He also submitted a letter from Dan Kostick, a resident at the Harbour Hill Condos, stating his opposition to the program.

Barbara DeStefano spoke against the proposed food truck pilot program in the downtown. She stated she represented the tenants of Portwalk. She commented that the parking spaces proposed for the food trucks were consistently occupied during the hours of proposed operations. She expressed concern for additional noise and trash.

Rick Becksted commented on food trucks at July 4th festivities. He suggested moving the proposed locations further away from downtown and restricting operations to 10 p.m. to 1 a.m.

Pat Bagley spoke against the proposed food truck pilot program. She expressed concern about the hours of operation, noise and safety issues.

Kevin O'Leary spoke against the proposed food truck pilot program. He agreed with the issues expressed by previous speakers and expressed concern about the precedent the program may set.

William Hardy submitted a letter to the Chairman dated January 14, 2017, sent to Mayor Blalock and City Manager Bohenko supporting a food truck program. Mr. Hardy owns Vagabond Coffee Car, a small food truck and a cart. He has been active in the Portland food truck scene. He expressed the need to have a full-day program to prove the concept is viable.

Judy Miller spoke against the pilot program and concurred with statements made by other residents. She expressed concern that the hours of operation could encourage unwelcomed behavior.

Clement Dwyer spoke against the pilot program. He questioned the financial impact of the program and who would benefit from it. He spoke against the proposed locations and hours of operation. He requested the Committee deny the proposal.

Shari Donnermeyer expressed support for food trucks in general, but opposed the locations and agreed that the time limitation (10 p.m. to 2 a.m.) would not support a profit.

Police Captain Warchol spoke to safety concerns about the parking spaces for the pilot program. He talked about the flow of pedestrian traffic around the trucks and the tendency for pedestrians to stand or walk in the street. He also mentioned that the trucks could delay people leaving the City and other safety issues that could occur because of the delay. He stated he could not support the pilot program based on safety issues.

Ted Gray spoke against the pilot program due to the hours of operation and safety concerns. He motioned to dismiss the food truck pilot program. Ron Cypher seconded.

Public Works Director Rice spoke to the motion. He suggested amending the motion to specifically state that the time structure and location needed to be revised and brought back for reconsideration. He stated the concept was not bad, but the concerns expressed by residents and Committee members should be addressed before moving forward with a pilot program.

Deputy City Manager, Nancy Colbert Puff, clarified that the City has an existing food truck program that allows for one truck on State St. and one on Hanover St. The Committee briefly discussed the existing program.

Chairman Lown suggested amending the motion to state the Committee recommended against the adoption of the proposed food truck program at this time. Ted Gray amended his motion and Ron Cypher seconded. **Vote 9-0, to recommend against the adoption of the proposed food truck program to the City Council.**

D. Parrot Avenue parking lot regulations. Eric Eby stated the action item was presented to the Committee for discussion purposes. The Committee has the authority to change parking lot regulations. Currently, the Parrot Avenue lot allows parking up to 72-hours. It is free for the entire time period. Enforcement is difficult due to the inability to accurately track vehicles.

Public Works Director Rice stated that the City Council referred the action item to the Committee in order to investigate methods to increase turnover. He stated some of the discussion centered on reducing the parking time limit to 24-hours, which could create more parking spaces for downtown workers and patrons.

Chairman Lown clarified that from his discussion with the City Council, that they wanted the Committee to investigate the effects on parking, traffic and safety if meters were installed. He stated they would also like an assessment as to what might happen to the Parrot Ave parking spaces and the surrounding neighborhood if it was metered. Public Works Director Rice asked if the consideration was for the same rates and time limits as elsewhere. Chairman Lown stated the inquiry was based on increasing turnover and availability of the spaces for people who need them.

Mary Lou McElwain asked about John Burke's Downtown Parking Utilization Study and how it related to this lot and requested a report back from staff before making a final decision.

Shari Donnermeyer asked for clarification on City Council's direction.

Mary Lou McElwain motioned to direct staff to report back on aspects of parking, traffic and safety regarding metering the Parrot Avenue parking lot. Public Works Director Rice seconded. **Vote 9-0, to direct staff to report back on aspects of parking, traffic and safety regarding metering Parrot Avenue parking lot.**

VII. OLD BUSINESS:

A. Report back on Bartlett Street and Thornton Street intersection. Eric Eby stated traffic in this area has been a concern for neighborhood residents for some time. He collected traffic count data and discovered that 75% of the traffic traveling Bartlett St. turns left onto Thornton St. and then right onto Woodbury Ave.

He stated a guardrail was located in front of 358 Thornton St. because vehicles failed to negotiate the left turn and would run off the roadway. To try and control vehicle speeds, a 4-way STOP sign was installed at the intersection of Bartlett St. and Thornton St., however it has not solved the problem. Traffic continues to use Thornton St. as a cut through.

Eric Eby recommended, based on the data collected, changing the section of Thornton St. between Woodbury Ave and Bartlett St. from two-way traffic flow to one-way traffic flow. The one-way flow would be from Woodbury Ave to Bartlett St. He stated the traffic analysis confirmed that the intersections could handle the traffic volumes and would improve the safety. Also, he discovered that the above-mentioned section of Thornton St. was currently listed as a one-way

street in Chapter 7 Ordinances (Article III, Section 7.336). Therefore, an ordinance change would not be required if the action item was approved.

Mary Lou McElwain inquired about the median and parking on Thornton St. coming from Woodbury Ave. Eric Eby explained that parking would be available on the left side of the median and traffic would enter on the right side of the median onto Thornton St.

Ron Cypher asked about the 4-way STOP sign at Bartlett St. and Thornton St. Eric Eby recommended the 4-way STOP sign be removed, as it would no longer be warranted with the change in traffic flow. He also recommended installing a speed radar sign at Bartlett St. and Thornton St. to monitor speed and traffic volumes.

Mary Lou McElwain commented on traffic volumes and speed on Dennett St. Eric Eby stated the traffic volumes were low on Dennett St. from Maplewood Ave to Woodbury Ave. He noted that Bartlett St. was part of a designated truck route between Route 1 Bypass and Islington St. He recommended keeping the current STOP sign configuration on Bartlett St. because of the truck route designation.

Public Works Director Rice requested that the Dennett St. intersection be monitored for traffic speeds and volumes.

Vote 9-0, to accept staff recommendation to change the section of Thornton Street between Woodbury Avenue and Bartlett Street from two-way traffic flow to one-way traffic flow. The one-way flow would be from Woodbury Avenue to Bartlett Street and remove the STOP signs on Bartlett Street and Thornton Street.

B. Report back on proposed bicycle, moped and motorcycle ordinances. Eric Eby stated the three proposed ordinances were being presented for final approval. The bicycle ordinance changes were previously approved by the Committee in 2015, but were never submitted to City Council for formal adoption. The question of moped and motorcycle parking was raised and it was decided to address all three ordinances together.

The newly proposed motorcycle ordinance identified the first parking space on Pleasant St. at Market Square as motorcycle parking. This would occur only between April 1 and November 30. The one vehicle space would be restriped to create four or five motorcycle parking spaces. All motorcycles would be required to pay the parking meter fees for the hours of enforcement. Eric Eby stated the designated motorcycle parking space was part of a test pilot last fall. Video observation confirmed that it reserved parking for motorcycles, which would otherwise have to compete with vehicles for parking.

The newly proposed moped ordinance allows mopeds to park on sidewalks, like bicycles, as long as they have a license plate to clearly identify them as a moped (i.e., motors that are 50 cubic centimeters or less) or they display a permit issued by the City of Portsmouth, identifying the vehicle as complying with the definition of a moped.

The proposed bicycle ordinance changes would bring them into conformance with current state laws and local policies.

The Committee discussed motorcycle parking in Market Square, motorcycle noise and parking enforcement.

Shari Donnermeyer motioned to suspend the rules to allow for public comment. **Vote 8-0, to suspend rules to allow for public comment.** (Public Works Director Rice was not present for voting.)

Marc Stettner spoke to the motorcycle and moped ordinances. He spoke against the fees associated with the motorcycle ordinance. He advised the Committee to adopt a program that was fair, based on surrounding communities. He recommended changing the language of the motorcycle ordinance, stating that motorcycles are subject to free or reduced parking meter fees. He also recommended expanding the area beyond the one location at Pleasant St. and Market Square. He also recommended noting the New Hampshire Revised Statutes Annotated (RSA) in the moped definition section of the ordinance.

Mr. Stettner proposed 2-wheeled vehicles be allowed to park for free in the triangular NO PARKING areas at the ends of on-street parking spaces.

Chairman Lown clarified that the Committee does not have jurisdiction to create fees. The Fee Committee would be responsible for the authorization of any fees.

Shari Donnermeyer motioned to approve the moped and bicycle ordinances. Deputy City Manager, Nancy Colbert Puff, seconded. **Vote 8-0, to approve the moped ordinance and bicycle ordinance, which will bring it into conformance with current state laws and local policies, as written.**

Shari Donnermeyer questioned the location of the motorcycle designated parking space and suggested it be moved to another location. Chairman Lown stated motorcyclists had historically congregated at the location.

Ron Cypher motioned to approve the motorcycle ordinance as written. Deputy City Manager, Nancy Colbert Puff, seconded. **Vote 8-0, to approve the motorcycle ordinance as written.**

VIII. INFORMATIONAL:

A. Downtown traffic modeling project update – Eric Eby notified the Committee that a consultant had been hired to conduct the downtown traffic modeling project. Resource Systems Group, Inc. (RSG) was chosen. They will be presenting to the Committee once the project is complete. Eric Eby stated they would be reviewing the impact of changing one-way streets to two-way streets in the downtown.

B. Middle Street bike lane project update – Juliet Walker notified the Committee that she and Mr. Eby would be meeting with the NHDOT coordinator to discuss project design issues. She also stated evening parking counts would be conducted on Middle St. at the request of residents.

C. Bike share (Zagster) program update – Juliet Walker provided an overview of the Zagster program scheduled to begin in May 2017. She provided the Committee with details regarding station locations and capacity. Six stations and 30 bikes would be part of the program. The station locations were identified as: Parrot Ave at Junkins Avenue, Market Square in front of North Church, Memorial Bridge Lot, Russell St. in front of the Sheraton parking lot, Bridge St. on the sidewalk near the parking lot, and Summer St. at Islington St.

IX. PUBLIC COMMENT:

Rick Becksted spoke against the bike share station on Market Square because of congestion and proposed it be placed on the sidewalk. He spoke against the one-way traffic flow on Thornton St. because of congestion.

Pat Bagley spoke against the bike share station on Market Square. She suggested moving the station around the corner for safety, but spoke in favor of the program as a whole.

Randal Leach spoke in favor of the one-way traffic flow on Thornton St. He resides at 358 Thornton St and observed the traffic problems in the area for many years. He requested semi-trucks be prohibited on Bartlett St.

Eric Eby addressed the concerns about the Market Square bike share station. He stated the station would calm traffic and increase pedestrian safety.

X. MISCELLANEOUS:

A. Quarterly accident report for 12/24/2016 to 03/20/2017. Police Captain Warchol noted there was one pedestrian accident in the time period. The driver was issued a citation and no injuries were reported.

Mary Lou McElwain requested Josh Pierce, President of the Seacoast Area Bicycle Riders, present at the May meeting. The Committee agreed and it will be placed on the May agenda.

Mary Lou McElwain inquired about two bike share locations and thanked Police Captain Warchol for the accident report.

XI. ADJOURNMENT – At 9:48 a.m., **voted** to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary of the Committee

**CITY OF PORTSMOUTH
LEGAL DEPARTMENT
MEMORANDUM**

RECEIVED

APR 24 2017

DATE: April 24, 2017
TO: JOHN P. BOHENKO, CITY MANAGER
FROM: KELLI L. BARNABY, CITY CLERK
ROBERT P. SULLIVAN, CITY ATTORNEY
RE: CHARTER AMENDMENT TIMELINE

KLB


This memorandum will respond to your request for a timeline indicating the actions and steps necessary for the process of a Charter Amendment to be initiated by the City Council (as opposed to citizen petition) in order to meet the election date of November 7, 2017 for the required referendum vote.

The answer to this question is provided by RSA 49-B:5 which in turn references RSA 49-B:4-a for the review and approval process required by the Secretary of State, Attorney General and the Commissioner of the Department of Revenue Administration. Briefly, the process is as follows:

1. The City Council votes to hold a public hearing on a specific Charter Amendment RSA 49-B:5 I.
2. The notice of that public hearing is published in a newspaper having general circulation in the City at least seven (7) days prior to the hearing. The notice must contain the actual text of the proposed amendment and a brief explanation. RSA 49-B:5 I.
3. Subsequent to the public hearing if the Council votes to proceed the City Clerk is required to file a report regarding the proposed Charter Amendment with the Secretary of State, the Attorney General and the Commissioner of the Department of Revenue Administration. Those entities then have fourteen (14) days to notify the City Clerk in writing of receipt of the report. RSA 49-B:4-a (d).
4. Those entities then have forty-five (45) days after the receipt of report to review and approve the proposed amendment and give notice to the City Clerk of that determination. Failure to specify objections to the Charter Amendment within that forty-five (45) day period, "shall constitute approval" by those entities. RSA 49-B:4-a(d).
5. The City Councilors may then order the proposed amendment to be placed on the ballot at the next regular municipal election. RSA 49-B:5 I (b).

Based on the foregoing the minimal timeline appears to be as follows:

a.	City Council vote to hold a public hearing	Seven (7) day notice required plus two (2) days to place advertisement in newspaper	9 days
b.	Notice to state agencies	Fourteen (14) days	14 days
c.	State Agency Response Time	Forty-five (45) days	<u>45 days</u> 68 days

Given that the City Clerk must file her final ballot form for printing no later than September 14, 2017, then the first step in the foregoing process must take place prior to July 8, 2017. Given the current schedule of City Council meetings it would appear that the regular Council meeting date at which the Council must vote on a specific Charter Amendment in order to meet the foregoing timeline is June 19, 2017.

The foregoing assumes the minimum possible deadlines for achieving the various actions required by statute. It assumes, for example, that the City Clerk can get a notice of hearing published in two (2) days and not three (3). Thus, in order to allow sufficient time for every step to be taken and still have some time to accommodate procedural issues which might arise, it is recommended that the City Council actually take a vote on any proposed Charter Amendments at the Council meeting of June 5, 2017.