

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, NOVEMBER 19, 2018 TIME: 6:30PM

- 6:30 PM – NON PUBLIC SESSION RE: RSA 91-A:3 II (e) – LITIGATION REGARDING JAMES G. BOYLE AS TRUSTEE, ET. ALS.

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

## PRESENTATION

- 1. McIntyre Property

- V. ACCEPTANCE OF MINUTES – SEPTEMBER 4, 2018

- VI. PUBLIC COMMENT SESSION

- VII. PUBLIC HEARINGS & VOTES ON ORDINANCES AND/OR RESOLUTIONS

- A. Public Hearing – Ordinance amending Chapter 7 – Parking Meter Zones (Voted to postpone second reading and reopen the public hearing at the November 19, 2018 City Council meeting)

ORDINANCE AMENDING CHAPTER 7, ARTICLE I, SECTION 7.102 – PARKING METER ZONES, SUBSECTION A, DOWNTOWN HIGH OCCUPANCY ZONE

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

*(Sample motion:*

- 1) *Move to suspend the rules and bring forward the Fee Committee report back relative to resident discount at on-street parking meters; and*
- 2) *Move to pass second reading and schedule a third and final reading of the proposed Ordinance, as amended, at the December 3, 2018 City Council meeting.)*

- B. Public Hearing – Ordinance Amending Chapter 10 – Proposed Sign Ordinance

ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE BY DELETING THE EXISTING ARTICLE 12 – SIGNS AND INSERTING IN ITS PLACE IN A NEW ARTICLE 12 – SIGNS AS PRESENTED IN THE DOCUMENT TITLED “PROPOSED

AMENDMENTS TO THE PORTSMOUTH ZONING ORDINANCE: ARTICLE 12 – SIGNS”, DATED SEPTEMBER 25, 2018

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

***(Sample motion – move to pass second reading and schedule third and final reading at the December 3, 2018 City Council meeting to amend the Zoning Ordinance by deleting the existing Article 12 – Signs and inserting in its place a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs”, dated September 25, 2018.)***

- C. Third and final reading of Ordinance amending Chapter 7, Article XIX, Section 7.1901 – 7.1905 - Shared Active Transportation ***(Sample motion – move to pass third and final reading of the proposed Ordinance)***
- D. Third and Final Reading of Ordinance amending Chapter 14, Article II, Section 14.2 - Demolition Ordinance ***(Sample motion – move to pass third and final reading of the proposed Ordinance, as amended)***

**VIII. APPROVAL OF GRANTS/DONATIONS**

- A. \*Acceptance of Donations Re: USS New Hampshire
- Wilcox Industries Corp - \$500.00
  - Renee Plummer dba Two International Marketing - \$500.00
  - Piscataqua Savings Bank - \$500.00
  - Sean Mahoney - \$500.00
  - Propeller Club of the United States 06/92 - \$500.00

***(Sample motion – move to accept and approve the donations for the USS New Hampshire, as presented)***

- B. Acceptance of Grant for Household Hazardous Waste Collection ***(Sample motion – move to accept and expend a \$4,287 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract)***
- C. Acceptance of Grants and Donation – Portsmouth Police Department
- a. Bulletproof Vest Grant - \$5,817.50
  - b. FY 2018 Internet Crimes Against Children Task Force Funding Grant - \$274,854.00
  - c. Highway Safety Grants - \$31,930.00
  - d. Lonza Biologics Corporation - \$4,000.00

***(Sample motion – move to accept and approve the grant and donations to the Portsmouth Police Department, as presented)***

- D. \*Acceptance of Donation - Portsmouth Fire Department - \$2,000.00 from Oreen M. Audette, “In Memory of Our Loved Ones” from, the Audette Family

## IX. CONSENT AGENDA

### **(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)**

- A. Request for License to Install Projecting Sign for Regina Piantedosi owner of Regina Piantedosi for property located at 46 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)**
- B. Letter from Donald Allison, Eastern States 20 Mile Road Race requesting permission to hold the race on Sunday, March 24, 2019 **(Anticipated action – move to refer to the City Manager with power)**
- C. Letter from Lilia Potter-Schwartz, Race to Educate requesting permission to hold an annual race on Sunday, May 26, 2019 at 12:30 p.m. **(Anticipated action – move to refer to the City Manager with power)**
- E. Letter from Emily Christian, National Multiple Sclerosis requesting permission to hold the 2019 Walk MS: Portsmouth on Saturday, April 13, 2019 from 10:00 a.m. until 2:00 p.m. **(Anticipated action – move to refer to the City Manager with power)**

## X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Email Correspondence **(Sample motion – move to accept and place on file)**
- B. Letter from Jim Splaine regarding Coakley Landfill & Coakley Landfill Group
- C. Petition from Residents of Pinehurst Road requesting to change the zoning for the properties on Pinehurst Road from General Resident A (GRA) to Single Resident B (SRB) **(Sample motion – move to refer to the Planning Board for report back)**
- D. Letter from Colette Foley regarding Middle Street and Lafayette Road Bicycle Lanes

## XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

### A. CITY MANAGER

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

1. Acceptance of Doble Deed
2. Report Back Re: Quitclaim Deed - Property located off of Lafayette Road – Tax Map 296, Lot 2
3. 299 Vaughan Temporary Construction License
4. 135 Congress Street Temporary Construction License
5. 46-64 Maplewood Avenue Amended Fee for Approved Temporary Construction License
6. 90 & 110 Brewery Lane License for Street Lights on Public Property
7. Request for First Reading Re: Zoning Ordinance Amendments to Article 11 Off-Street Parking
8. 2019 Schedule of City Council Meetings and Work Sessions
9. Next Steps Re: Mayor's Blue Ribbon Committee on Sister Cities and Citizen Diplomacy
10. Holiday Parking
11. Banfield Road Improvements

#### *City Manager's Informational Items:*

1. Events Listing
2. Peirce Island Wastewater Treatment Facility Upgrade Project: Progress Report November 2018

### B. MAYOR BLALOCK

1. Appointment to be Considered:
  - Chase Hagaman reappointment to the Zoning Board of Adjustment

### C. COUNCILOR ROBERTS

1. Parking and Traffic Safety Committee Action Sheet and Minutes of the November 1, 2018 meeting (***Sample motion – move to accept and approve the action sheet and minutes of the November 1, 2018 Parking and Traffic Safety Committee meeting***)
2. \*Proposed Demolition of St. Patrick School



**D. COUNCILOR PEARSON**

1. \*Update on Foundry Garage Art

**E. COUNCILORS DWYER & RAYNOLDS**

1. Memorandum and Minutes from Fees Schedule Study Committee:
  - Resident Discount at Parking Meters in conjunction with expansion of the meter rates in High Occupancy Zones
  - Proposed amendment to City Policy 2018-02 - License Fee for Encumbrance of City Property

**F. COUNCILOR DENTON**

1. \*Request the City complete a Capital Improvement form for a Level 3 480 volt Direct Current Fast Charger to be placed in Market Square

**XII. MISCELLANEOUS/UNFINISHED BUSINESS**

**XIII. ADJOURNMENT**

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

*\* Indicates verbal report*

**INFORMATIONAL ITEM**

1. Notification that the minutes of the Planning Board meeting of September 20, 2018 are available on the City's website
2. Notification that the minutes of the Site Review Technical Advisory Committee meeting of October 2, 2018 are available on the City's website

## **CITY COUNCIL MEETING**

MUNICIPAL COMPLEX  
DATE: TUESDAY, SEPTEMBER 4, 2018

PORTSMOUTH, NH  
TIME: 7:00 PM

### **I. CALL TO ORDER**

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

### **II. ROLL CALL**

PRESENT: Mayor Blalock, Assistant Mayor Lazenby, Councilors Roberts, Pearson, Dwyer, Denton, Perkins and Becksted

ABSENT: Councilor Reynolds

### **III. INVOCATION**

Mayor Blalock asked everyone to join in a moment of silence in memory of City employee Dan Zimmer.

### **IV. PLEDGE OF ALLEGIANCE**

Mayor Blalock led in the Pledge of Allegiance.

### **PRESENTATIONS:**

1. Letter of Recognition from Mayor Blalock to Portsmouth Underbelly Tour

Mayor Blalock presented George Hosker-Bouley and Sarah Shanahan a letter of recognition for the Portsmouth Underbelly Tours started in 2004 by Mr. Hosker-Bouley and Laura Pope and ending after 14 years. Mr. Hosker-Bouley and Ms. Shanahan entertained the crowd by accepting the recognition in their Underbelly Tour characters.

- 2, Cooperative Alliance for Seacoast Transportation (COAST)

Rad Nichols of COAST gave a brief presentation regarding the upcoming comprehensive analysis they will be undertaking over the next 22 months.

Councilor Dwyer asked if the scope of this analysis is for the bus service only or will it look for connections to other types of services. Mr. Nichols stated that they are not confined to any box and are looking for any opportunities to serve COAST customers including the City of Portsmouth and the riders. He stated that there is currently on-demand service in Exeter/Newmarket which allows more flexibility.

Councilor Roberts asked about other opportunities for change.

Mr. Nichols stated that there is a higher level question that needs to decide community or ridership as they do not have enough funding to be both. Other issues include early day or late day service and whether to be commuter based or service based. He continued that the wants, needs and expectations of the public transit system need to be determined.

Councilor Roberts stated he feels that there is a lot of interest in expanding the service and wonders if COAST is limiting themselves by saying they are not looking for more money.

Mr. Nichols stated that the system works better if the community asks them for what they want and then go forward accordingly.

City Manager Bohenko discussed the change to the City's senior transportation services with COAST taking it over beginning in October and will be a starting point in looking for other ways to expand in the community.

Councilor Becksted asked if they are working with the Rockingham Planning Commission, Pease Development Authority and area businesses.

Mr. Nichols stated those are all on the list of who they will be reaching out.

## **V. ACCEPTANCE OF MINUTES – AUGUST 6, 2018**

**Assistant Mayor Lazenby moved to approve and accept the minutes of the August 6, 2018 City Council meeting, seconded by Councilor Denton.**

**Councilor Denton noted a minor correction on page 12. Motion voted.**

## **VI. PUBLIC COMMENT SESSION**

Erik Anderson – discussed the city's property valuations stating he listened during the Work Session held prior to this meeting and feels that the letters the Assessor's office will be sending out will generate a lot of hearings. He stated that the City Council should try to protect all of the citizens and feels that people are getting to the tipping point of not being able to afford to stay in their homes, people who have been here their entire lives. He continued that the assessments are not driven by property improvements but by people who have no vested interest in the city and are taking advantage of the market. He concluded by asking the Council to keep the 5 year term and cap on solar exemptions at \$25,000 and that it expire with the sale of the property.

## **VII. PUBLIC HEARINGS & VOTES ON ORDINANCES AND/OR RESOLUTIONS**

### **A. Public Hearing – Boarding or Rooming Houses**

**ORDINANCE AMENDING CHAPTER 9, ARTICLE VIII – BOARDING OR ROOMING HOUSES, SECTIONS 9.801 – 9.805**

Planning Director Walker explained that this ordinance change is to bring the definitions in line with the Zoning Ordinance.

City Attorney Sullivan explained the original ordinance was brought forward to address boarding house issues in relation to a property on Brewster Street which included meals and lodging, but this will include rooming houses as well which only provides the room. Currently there are 2 Boarding Houses licensed annually.

Mayor Blalock read the public hearing notice and asked if anyone wished to speak.

Seeing no one, Mayor Blalock closed the public hearing.

**Councilor Pearson moved to pass second reading and schedule a third and final reading of the proposed amendment to the Boarding House Ordinance at the September 17, 2018 City Council meeting, as presented. Seconded by Councilor Dwyer and voted.**

**B. Public Hearing – Exemption for Solar Energy Systems**

RESOLUTION RE: EXEMPTION FOR SOLAR ENERGY SYSTEMS

• **PRESENTATION**

City Assessor Lentz gave a brief power point presentation regarding the proposed changes to the Solar Energy Exemptions.

• **CITY COUNCIL QUESTIONS**

City Manager Bohenko explained that there would be no major revenue loss with this exemption as there is with the elderly and veterans' tax exemptions. He stated it would be a wash as it is based on the value added determined by the assessor for the solar array.

Discussion ensued regarding the current solar exemption versus the new proposal.

Councilor Dwyer stated that the explanation of taxation and assessment should be clarified in some way as it is not a part of the resolution.

Councilor Roberts asked why we are changing the current solar exemption. Assessor Lentz explained that it is being expanded because there are a lot more properties that have solar now and this allows everyone to apply for the credit that weren't able to do so before.

• **PUBLIC HEARING SPEAKERS**

Mayor Blalock read the public hearing notice and asked for anyone wishing to speak:

Elizabeth Bratter – stated she is confused with the way this will work as there is no loss of revenue to the City but the homeowner will get an exemption. She asked if solar-heated pools would be included.

City Manager Bohenko explained that the assessment is capped at \$25,000 and if the value is assessed at \$10,000, it is the \$10,000 that the exemption is based.

John Dunston – stated that the tax exemption encourages the development of solar systems but if they are not exempted and the costs go up for homeowners, they won't build in those communities.

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

- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

**Councilor Denton moved to adopt the proposed Resolution, as presented, seconded by Councilor Pearson.**

City Assessor Lentz reviewed the comparison of the Current Solar Exemption to the Proposed Exemption as follows:

**Current Solar Exemption:**

- Exemption deducted from the assessed value of property.
- Exemption amount is based upon the cost of Solar equipment
- 5 year term
- Exemption is capped at \$25,000
- Applies only to systems installed in year 2011 or later; and
- Expires upon sale of property

**Proposed Solar Exemption:**

- Exemption deducted from the assessed value of property
- Exemption will be based on the assessed value
- No expiration date
- No cap to exemption
- No year installation required
- Expired upon sale of property, new owner can apply

Councilor Dwyer again stated that she would like an explanation added regarding the meaning of taxation and assessment as a footnote to the resolution. She stated that the phrase "long-term promise" may not be something that is allowed under State RSA and that another Council could overturn this. She stated that the intent could be to continue it as long as the RSA allows it.

City Attorney Sullivan clarified that one Council cannot put a limitation on another Council.

**Councilor Dwyer moved to amend by adding a footnote to the resolution explaining the meaning of taxation and assessment. Seconded by Councilor Denton and voted.**

Councilor Denton stated that the new exemption will allow the new owners to reapply but this would require the paperwork of the solar energy system and asked if the Assessors Office would keep that on file.

Assessor Lentz stated as long as the State allows her to keep it, she will keep it.

**Councilor Becksted moved to add language that the exemption would expire upon sale of the property or to have a minimum of 2 years before the new owner could apply for the exemption, no second.**

City Manager Bohenko stated this would not comply with State RSA.

Councilor Denton stated this will further incentivize people to go to solar energy along with the currently offered incentives offered by both the federal and state governments.

**Motion passed on a 7-1 vote, Councilor Becksted voted opposed.**

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

*(There are no items under this section of the agenda)*

## **IX. CONSENT AGENDA**

**Councilor Roberts moved to adopt the Consent Agenda as presented. Seconded by Councilor Dwyer and voted.**

- A. Letter from Matt Junkin, Seacoast Rotary, requesting to hold the 10<sup>th</sup> Annual Seacoast Rotary Turkey Trot 5k on Thanksgiving, November 22, 2018 at 8:30 a.m. ***(Anticipated action – move to refer to the City Manager with power)***
  
- B. Request for License to Install Projecting Sign for Laurie Smith, owner of Yogasmith LLC for property located at 16 Market Square ***(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)***
- C. \*Acceptance of Donation to the Coalition Legal Fund
    - Town of Rye - \$5,000.00***(Anticipated action – move to approve and accept the donation, as listed, to be placed in the Coalition Legal Fund)***
  
  - D. Letter from Barbara Massar, Pro Portsmouth, Inc., requesting permission to hold the following events:
    - First Night Portsmouth 2019, Monday, December 31, 2018; 4pm - Midnight
    - Children's Day, Sunday, May 5, 2019; Noon – 4pm
    - 42<sup>nd</sup> Annual Market Square Day Festival & 10K Road Race, Saturday, June 8, 2019; 9am – 4pm

- 17<sup>th</sup> Annual Summer in the Street, Saturday evenings 5pm – 9:30pm; June 29<sup>th</sup>, July 6<sup>th</sup>, July 13<sup>th</sup>, July 20<sup>th</sup> and July 27<sup>th</sup>  
**(Anticipated action – move to refer to the City Manager with power)**

- E. Letter from Liz Good, Moderator, North Church of Portsmouth, UCC, requesting permission to hold it's annual Rally Sunday in Market Square sanctuary on Sunday, September 16, 2018 **(Anticipated action – move to refer to the City Manager with power)**

**X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Email Correspondence

**Assistant Mayor Lazenby moved to accept and place on file. Seconded by Councilor Pearson and voted.**

**XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

1. Approval of Extension of Employment Agreement for Stephen Zadavec, Superintendent of Schools

**Councilor Pearson moved to approve the extension of the employment agreement to expire on June 30, 2021 with Stephen Zadavec, Superintendent of Schools. Seconded by Councilor Perkins and voted.**

2. Approval Re: Step Increases for Police Chief Robert Merner

**Councilor Pearson moved to approve the Police Commission's recommendation for step increases as indicated in the Police Commissions' letter dated August 29, 2018, seconded by Councilor Denton.**

Police Commission Chair Onosko explained that there was an oversight during the original contract process when Chief Merner was hired which failed to include the language to move up to step F in year 2.

City Manager Bohenko clarified that Tom Closson and the City Council have worked to standardize all non-union contracts which recommends that Step F comes into play when an employee has been with the City for 10 years but does allow for the Commission to come forward for Council approval.

**Motion voted.**

3. Request for First Reading Re: Chapter 7, Section 7.102 – Parking Meter Zones, Subsection A, Downtown High Occupancy Zone

Parking Manager Ben Fletcher presented a brief power point report outlining the recommended High Occupancy Zone changes.

Assistant Mayor Lazenby asked how over 100% occupancy is achieved. Parking Manager Fletcher explained that it is based on revenue and is because people leave earlier than the allotted time they paid for and then someone else comes in and pays again.

Councilor Becksted stated he would like to see quarterly data regarding people who live and work downtown as they end up being affected as well as the visitors.

Councilor Perkins asked how far off of the 85% mark are we still even after having adjusted the rates previously. Mr. Fletcher stated we are still above.

Councilor Roberts stated the Parking and Traffic Safety Committee will be discussing this at the September 6<sup>th</sup> meeting.

**Councilor Perkins moved to schedule a first reading of the proposed Ordinance at the September 17, 2018 City Council meeting as presented. Seconded by Assistant Mayor Lazenby and voted.**

4. McIntyre Project – Extension of Negotiating Principles

Deputy City Manager Colbert Puff gave a brief presentation of the timeline of the project and issues to date and reviewed the proposed schedule for the next several months if the extension is approved.

Mayor Blalock explained that the original timeline was based on the GSA being out of the building by January 1, 2019 but now are not vacating until June 2019.

Deputy City Manager Colbert Puff stated that the GSA also continues to search for space for one of their tenants. She stated that the USPS relocation hearing is scheduled to be held in the City Council Chambers on September 19<sup>th</sup> and further explained that the GSA is not responsible for the Post Office relocation, but is for other tenants such as SSI and the FBI. She continued that the City of Portsmouth has made it clear through the RFP process and otherwise that we would like the Post Office to stay in the building, but there are issues with temporarily relocating, disruption of service, etc.

Discussion ensued regarding the USPS with the Mayor and City Council urging residents to attend the public relocation hearing on 09/19.

**Councilor Pearson moved to allow the City Manager to continue to negotiate exclusively with Redgate/Kane on the McIntyre Project until November 30, 2018. Seconded by Councilor Dwyer and voted.**

5. Establish a Non-Public Session Re: Collective Bargaining Guidelines

**Assistant Mayor Lazenby moved to establish a Non-Public Session regarding Collective Bargaining Guidelines on October 9, 2018 at 6:30 p.m. Seconded by Councilor Perkins and voted. (Councilor Pearson was out of chambers at time of vote)**



6. Request to Schedule First Reading Re: Proposed Ordinance for the creation of a Highway Noise Overlay Zoning District

**Councilor Becksted moved to schedule a first reading for the September 17, 2018 City Council meeting on the following zoning amendments related to the creation of a Highway Overlay District:**

- ***Amendment to Zoning Map to add Highway Noise Overlay District as shown on the map titled “Proposed Highway Noise Overlay District”, dated July 17, 2018;***
- ***Insert new Section 10.613.60 identifying the Highway Noise Overlay District on the Zoning map;***
- ***Insert new Section 10.670 Highway Noise Overlay District;***
- ***Amend Article 15 – Definitions, Section 10.1530 – Terms of General Applicability)***

**Seconded by Assistant Mayor Lazenby and voted.**

**City Manager’s Informational Items:**

1. Events Listing
2. Presentation: Citizen Request for Transitional Zoning Option for Bartlett Street Area

Planning Director Walker gave a brief power point presentation outlining some areas that may be suitable for review and also explained the current process.

Councilor Dwyer stated that there are a series of concepts and feels that we can’t keep cutting areas into small pieces and we can’t anticipate the future. She stated that she was trying to conceptualize something that gave the Planning Board some discretion. She stated that this is an opportunity to add options that the Planning Board can have in those cases of non-residential to residential in terms of what is approved for density and not just for this area but others around the city.

Councilor Roberts stated he agrees with the transitional zoning idea as he didn’t like the number of customizations required to create this zoning change because there may not be those opportunities in other cases.

Councilor Dwyer would like to move to have the Planning Board undertake these concepts and report back.

City Manager Bohenko suggested that Planning Director Walker take it back as an information item first without a specific request for a report back.

*Mayor Blalock called for a recess at 9:10 p.m. Reconvened at 9:17 p.m.*

3. Bicycle / Pedestrian Plan Program Update
4. Report Back Re: Path to Silver Bicycle Friendly Community Status
5. Update on Doble Property Transfer and Preparation for Reuse

6. Appointment of Administrative Official as Ex Officio Member to Planning Board
7. Portsmouth Water Division Receives Public Communications Award from the New England Water Works Association
8. Portsmouth Public Works' Intern Program Continues to Improve Data Planning

**B. MAYOR BLALOCK**

1. Appointment to be Considered:
  - Thomas Watson reappointment to the Economic Development Commission
  - Jolanda Fannin reappointment to the Board of Library Trustees
  - Marsha Filion appointment to the Board of Library Trustees

The aforementioned appointments were considered and will be voted at the September 17, 2018 City Council meeting.

2. Appointment to be Voted:
  - Shari Donnermeyer reappointment to the Parking & Traffic Safety Committee

**Councilor Roberts moved to approve the reappointment of Shari Donnermeyer to the Parking and Traffic Safety Committee with term to expire September 17, 2021. Seconded by Assistant Mayor Lazenby and voted.**

3. Mayor's Appointment of Historical Society Representative to the Demolition Committee– Barbara Ward

**Assistant Mayor Lazenby moved to appoint Barbara Ward as the Historical Society represented to the Demolition Committee. Seconded by Councilor Dwyer and voted.**

**C. COUNCILORS ROBERTS**

1. Accessory Dwelling Unit Ordinance – Request for Report Back

Councilor Roberts requested a report back on Accessory Dwelling Unit ordinance if the time is appropriate.

Councilor Dwyer asked that garden cottages be included in the report back.

Planning Director Walker will report back at the October 1, 2018 City Council meeting.

**D. COUNCILOR DENTON**

1. Flier 1 – Burned; Flier 2 – Portsmouth Peoples Climate Movement; Flier 3 – Portsmouth Electric Vehicle Show

Councilor Denton reported on 3 upcoming events which he will be participating and urged others to attend.

## **E. COUNCILOR PERKINS**

1. Food Trucks – referral to the Planning Board for zoning change consideration

Councilor Perkins discussed a recent case that went before the Zoning Board of Adjustment for a food truck to be allowed to park on a vacant property on Islington Street so felt it was a good time to bring it up to the Council again. She stated that a policy needs to be developed so that people don't have to go to the ZBA.

Councilor Dwyer stated it makes sense to have the Planning Board look at appropriate zones.

Councilor Roberts stated that food trucks are different than restaurants and feels it encourages a sense of community and livens up areas. He would like to see it tried out and then act accordingly.

## **XII. MISCELLANEOUS/UNFINISHED BUSINESS**

- A. Legislative Subcommittee Report
  - Summary of Legislative Subcommittee's recommendations to the City Council regarding four floor Polices to be considered NHMA policy recommendations for the Legislative Police Conference

Councilor Dwyer explained that 4 communities have identified additional bills to be considered at the upcoming session on September 14<sup>th</sup> so the City Council needs to decide if we support these additional items or not.

**Assistant Mayor Lazenby moved to support Floor Policy #1 if the abatement interest rate is amended to 2.5%. Seconded by Councilor Pearson and voted.**

**Assistant Mayor Lazenby moved to accept and support Floor Policies #2, #3, and #4 as written. Seconded by Councilor Perkins and voted.**

**Assistant Mayor Lazenby moved to appoint Councilor Dwyer as the City's voting delegate at the upcoming NHMA Policy Conference, Seconded by Councilor Perkins and voted.**

Councilor Dwyer stated she is concerned that the Police Commission is holding a public input session regarding requirements for a new police station but the Council was not notified. She stated she hopes that the session will be taped as the Council will be making the decisions.

## **XIII. ADJOURNMENT**

**Assistant Mayor Lazenby moved to adjourn at 9:45 p.m., seconded and voted unanimously.**

Respectfully submitted:  
VALERIE A. FRENCH, DEPUTY CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 19, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article I, Section 7.102 – Parking Meter Zones, Subsection A, Downtown High Occupancy Zone. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 19, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 7, Article I, Section 7.102 – Parking Meter Zones, Subsection A, Downtown High Occupancy Zone. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

ORDINANCE #  
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article I, Section 7.1 – PARKING METERS of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 7.102          PARKING METER ZONES

All of those streets, parts of streets and off-street parking lots, the time for parking upon which is limited by any ordinance of the City of Portsmouth, and any such areas, the time for parking upon which may at any time hereafter be limited by any ordinance of the City or any amendment thereto are designated as parking meter zones. Parking in parking meter zones shall be for a maximum time permitted of parking of three (3) consecutive hours, unless otherwise established by ordinance. The rate for such parking shall be:

A.      DOWNTOWN HIGH OCCUPANCY ZONE:

Parking shall be at the rate of two dollars (\$2.00) per hour in the following areas. Parking for verified Portsmouth residents using an approved personal meter device, as defined in Section 7.101, shall be at a rate of **\$0.50** less than this rate. Proof of residency shall be determined using standards established by the Portsmouth Revenue Administrator.

1. Daniel Street, starting at Chapel Street through to Market Square
2. Bow Street, starting at Chapel Street through to Market Street
3. Congress Street, starting at Market Square through to Chestnut Street
4. Pleasant Street, starting from Court Street through to Market Square
5. Market Street, starting from Moffatt-Ladd House through to Market Square
6. Deer Street, starting at Market Street through to Maplewood Avenue
7. Fleet Street, starting at Hanover Street through to State Street
8. Hanover Lot, at intersection with Market Street
9. Penhallow Street, starting at State Street through to Bow Street
10. Chapel Street, starting at Daniel Street through to State Street
- 11. Hanover Street from Maplewood Avenue to Market Street**
- 12. Portwalk Place from Deer Street to Hanover Street**
- 13. High Street from Deer Street to Hanover Street**
- 14. Bow Street from Chapel Street to Daniel Street**
- 15. Daniel Street from Chapel Street to Bow Street**
- 16. State Street from Marcy Street to Middle Street**
- 17. Washington Street from State Street to Court Street**
- 18. Ladd Street Lot at Hanover Garage**

- B. Parking in all other parking meter zones shall be at the rate of one dollar fifty cents (\$1.50) per hour. **Parking for verified Portsmouth residents using an approved personal meter device, as defined in Section 7.101, shall be at a rate of \$0.50 less than this rate. Proof of residency shall be determined using standards established by the Portsmouth Revenue Administrator.**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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Jack Blalock, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 19, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 10 – Zoning Ordinance by deleting the existing Article 12 – Signs and inserting in its place in a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs, dated September 25, 2018. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 19, 2018 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a proposed Ordinance amending Chapter 10 – Zoning Ordinance by deleting the existing Article 12 – Signs and inserting in its place in a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs, dated September 25, 2018. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

PM00293962

**Proposed Zoning Ordinance Amendments**  
**Article 12 – Signs**  
**September 25, 2018**

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 — Zoning Ordinance, be amended by deleting the existing Article 12 – Signs, and inserting in its place a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs”, dated September 25, 2018.

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



Article 12 – Signs  
Comparison of Proposed Amendments with Existing Ordinance  
September 25, 2018

## Article 12 Signs

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Section 10.1210	Purpose and Intent
Section 10.1220	General Sign Regulations
Section 10.1230	Sign Districts
Section 10.1240	Permitted Sign Types
Section 10.1250	Sign Dimensional Standards
Section 10.1260	Sign Illumination
Section 10.1270	Additional Sign Regulations
Section 10.1280	Nonconforming Signs
Section 10.1290	Sign Definitions

### Section 10.1210 Purpose and Intent

10.1211 The purpose of this Article is to regulate the type, number, location, size and illumination of signs on private property in order to maintain and enhance the character of the city’s commercial districts and residential neighborhoods and to protect the public from hazardous and distracting displays.

10.1212 This Article is intended to permit signs only as accessory uses to a permitted use on the same lot and not as principal uses on a lot. When a principal commercial use or activity is not open to the public or has been abandoned, all allowed accessory signs shall be removed regardless of their content.

10.1213 This Article is not intended to regulate the content of signs except as follows:

10.1213.10 When a sign is allowed because it is necessary to identify a building address or for safe access to or egress from the lot, only that relevant message may be presented.

10.1213.20 A sign that advertises a product or service not available on the lot (an “off-premise sign”) is not permitted. However, when a sign is permitted as accessory to a commercial use, the sign may contain a noncommercial message instead of a commercial message.

## Section 10.1220 General Sign Regulations

### 10.1221 Sign Permits

- 10.1221.10 No sign shall be erected without a sign permit issued by the Code Official except in accordance with the provisions of this Ordinance or a decision by the Board of Adjustment.
- 10.1221.20 No sign permit will be issued for any premises on which there is an outstanding violation of any part of this Ordinance.
- 10.1221.30 In the Historic District, a sign that violates any requirement of this Article, including the design standards set forth in Section 10.1274, shall require a Certificate of Appropriateness from the Historic District Commission (HDC) under Section 10.630, in addition to the sign permit issued by the Code Official.
- 10.1221.40 Any sign located within a public right of way, including a projecting sign that extends over the public right of way, requires City Council approval and license in accordance with Chapter 8 of the municipal code.

### 10.1222 Signs Not Requiring A Permit

The following signs are permitted without a sign permit and shall not be included in the calculation for aggregate signage on a lot:

- 10.1222.10 Signs required, or deemed necessary for the public welfare and safety, by a municipal, state or federal agency, such as traffic control devices ~~and directional signs.~~
- 10.1222.20 ~~Directional signs or information signs~~ Signs with a sign area up to 4 square feet containing only content of a general directive or informational nature such as the following:
- (a) Identifying a building address or unit number;
  - (b) Directing or guiding to entrances, exits or parking areas;
  - (c) Identifying handicapped parking, no parking, or loading areas;
  - (d) Identifying or directing to a public service facility or accommodation;
  - (e) Identifying an official inspection station;
  - (f) Notices concerning restrictions on access to private property (e.g., no trespassing, no hunting, etc.).
- 12.1222.21 All such signs shall be located so as not to create a traffic safety hazard or to block line of sight from a motor vehicle.
- 12.1222.22 A freestanding sign under this provision shall comply with the height standards for freestanding signs in Section 10.1223.33.

~~12.1222.23~~ 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.

10.1222.30 ~~A building marker~~ One building identification sign per lot, composed of either (a) unpainted letters carved into, embedded in or embossed on ~~a~~ the material of the building wall above the first story with a sign area up to 12 square feet; or (b) a metal plaque affixed to the building wall no more than 5 feet above ground level, with a sign area up to 4 square feet. Such signs are typically used to provide historical information about the building such as the name of the building or the date of its construction.

10.1222.40 Miscellaneous ~~business~~ signs mounted on a wall, window or door at a building entrance, provided that (a) there shall be only one group of ~~miscellaneous business~~ such signs per entrance; (b) each group of such signs shall not exceed 4 square feet in area (measured as a single sign in accordance with Section 10.1252) and shall be placed within 3 feet of the entrance; (c) no individual sign in the sign group shall exceed one square foot in area; and (d) no letter, character, image or graphic shall be more than 2 inches in height. The intent of this provision is to allow for the provision of ~~common business~~ information that is not intended to be read from more than 3 feet from the sign, such as including but not limited to restaurant menus, credit card stickers, hours of operation, owner and contact information, etc.

10.1222.50 Internal signs.

10.1222.60 Illuminated signs more than 3 feet behind any window or opening through which they might be visible from private or public right of way.

~~10.1222.70~~ ~~Signs for historical associations and historical monuments up to 8 square feet per lot.~~

~~10.1222.80~~ ~~Temporary signs as follows:~~

~~10.1222.81~~ ~~Real estate signs providing information concerning the availability of the property for sale or for lease, up to 8 square feet in residential districts and 32 square feet in all other districts.~~

~~10.1222.82~~ ~~Site development signs up to 16 square feet per sign in residential districts and 32 square feet per sign in all other districts.~~

~~10.1222.70~~ Flags of the United States, the State of New Hampshire or the City of Portsmouth that have been officially adopted by law or ordinance, limited in number and size as follows:

10.1222.71 Each lot may have up to 3 flags (free-standing or attached to a building) that are up to 24 sq. ft. in area (per flag) in Sign Districts 1, 2 and 3, and up to 60 sq. ft. in Sign Districts 4, 5 and 6.

10.1222.72 In addition to the above, each dwelling unit or condominium unit on a lot may have up to one flag not exceeding 6 sq. ft. in area attached to the dwelling unit or condominium unit.

10.1222.980 Signs on registered motor vehicles that are used in the ordinary conduct of a business, but not including signs on vehicles that are parked on, or in view of, a street when the vehicle is not actively being used in the conduct of business.

10.1222.90 Low wattage or low voltage temporary decorative lighting and displays used for holidays, festivals and special events, provided they do not pose a safety or nuisance problem due to light trespass or glare.

## 10.1223 Temporary Signs

10.1223.10 The following temporary signs are allowed without a sign permit and shall not be included in the calculation for aggregate signage on a lot:

10.1223.11 One temporary sign placed on a lot while the lot (or a dwelling unit or commercial unit on the lot) is being offered for sale or lease by a real estate agent or through advertising in a local newspaper of general circulation, and for a period of 14 days following the date on which a contract of sale or lease has been executed.

10.1223.12 Temporary signs placed on a lot that is under active development, to be removed within 14 days after issuance of the first certificate of occupancy.

10.1223.13 Temporary signs placed on a lot for a period of 90 days prior to, and 7 days after, an election involving candidates for a federal, state or local office that represents the district in which the lot is located.

10.1223.20 The following temporary signs are allowed with the issuance of a sign permit:

10.1223.21 One temporary sign placed on a lot for more than 90 days while the lot (or a dwelling unit or commercial unit on the lot) is being offered for sale or lease.

10.1223.22 Temporary signs placed on a lot that is under active development for more than 14 days after issuance of the first

certificate of occupancy, but not to exceed 60 days after the issuance of said certificate.

10.1223.30 The following provisions apply to all temporary signs whether requiring a sign permit or allowed without a permit:

10.1223.31 The maximum sign area of a temporary sign allowed by this section shall be as follows:

<u>Sign District 1 or 2</u>	<u>6 sq. ft.</u>
<u>Sign District 3</u>	<u>16 sq. ft.</u>
<u>Sign District 4, 5 or 6</u>	<u>32 sq. ft.</u>

10.1223.32 The maximum height of a temporary freestanding sign shall be as follows:

<u>Sign District 1, 2 or 3</u>	<u>4 ft.</u>
<u>Sign District 4, 5 or 6</u>	<u>12 ft.</u>

10.1223.33 A temporary freestanding sign shall comply with the required setback for the applicable sign district as set forth in Section 10.1253. In Sign District 1 a temporary freestanding sign shall be set back at least 7 feet from any lot line.

10.1223.35 Temporary signs shall not be illuminated in any way.

10.1223.36 A property owner may not accept a fee for posting or maintaining a temporary sign allowed by this Section 10.1223, and any sign that is posted or maintained in violation of this provision is not authorized.

10.1223.40 Special Event Signs

Special event sign permits shall be issued. In addition to other permanent and temporary signs allowed by this Article, one sign may be placed on a lot immediately preceding and during a special event on that lot, subject to provided that all the following conditions are met:

10.1223.41 A sign permit for the special event sign shall be obtained for the special event sign from the Code Official. Only one permit for a special event sign shall be issued for a lot in any 3-month period.

10.1223.42 A lot may have one special event sign for one consecutive 7-day period every 3 months, for a maximum of 4 special event signs per year. If a special event sign permit is not used in one quarter it shall not be carried over to the next quarter.

10.1223.43 The special event sign shall not be limited to size or location, but shall not be placed in such a manner as to create a traffic safety problem.

10.1223.44 The special event sign shall be removed at the end of the event.

## 10.12234 Signs Prohibited in All Districts

The following signs are prohibited in all sign districts:

10.12234.10 Animated signs.

10.12234.20 Signs that move or flash, or give the appearance of such motion (for example, by means of traveling lights). Beacons, rotating and flashing lights are prohibited except where such lighting devices are deemed necessary for the public safety and welfare by federal, state or municipal authorities.

10.12234.30 Banners, pennants or flags (except as permitted by Section 10.1222.80) which are signs under the definition of “sign” herein, ~~except as temporary signs allowed under Section 10.1275.~~

10.12234.40 Balloons or other inflated devices displayed more than one day per month.

10.12234.50 Mobile signs.

10.12234.60 Signs mounted, attached or painted on vehicles, trailers or boats, except as permitted by Section 10.1222.90.

10.12234.70 Any sign emitting sound.

10.1224.80 Any sign projected via illumination on the exterior of any structure, or on or above a surface such as a driveway, sidewalk or street, regardless of the technology used to project the sign. This prohibition shall not apply where the structure or surface on which the sign is projected is within the same lot as the principal use to which the sign is accessory.

10.1224.90 Any sign advertising a product or service not provided on the lot on which the sign is located (“off-premise sign”).

## 10.12245 Maintenance of Signs

10.12245.10 All signs and sign structures shall be properly maintained and kept in a neat and proper state of maintenance and appearance.

10.12245.20 Any sign of any type and located within any district which is found by the Code Official to be in a state of disrepair, illegible or ~~are considered~~ dangerous, shall be repaired or removed.

10.122~~4~~<sup>5</sup>.30 Upon failure to comply with an order to repair or remove a sign within thirty days, the Code Official is authorized to cause removal of the sign at the expense of the owner of the property on which the sign is located.

## Section 10.1230 Sign Districts

10.1231 The City is hereby divided into sign districts for the purpose of establishing standards for the number, type, size, location and illumination of signs. These sign districts are overlay districts. A property shall be subject to the regulations of both the sign district and the underlying zoning district.

10.1232 Unless otherwise specified by ordinance, the sign districts shall correspond to underlying zoning districts as follows:

<b>Sign Districts</b>	<b>Underlying Zoning Districts</b>
Sign District 1	All Rural and Residential Districts <del>Municipal</del> Natural Resource Protection
Sign District 2	Mixed Residential Office Mixed Residential Business Waterfront Business Character District 4-L1 Character District 4-L2
Sign District 3	Character District 4-W Character District 4 Character District 5
Sign District 4	Business Office Research
Sign District 5	General Business Gateway <u>Neighborhood Mixed-Use Corridor</u> <u>Gateway Neighborhood Mixed-Use Center</u>
Sign District 6	Industrial Waterfront Industrial Airport Districts

10.1233 In order to address the characteristics of a specific area or its surroundings, an area may be changed to a different sign district than specified in Section 10.1232 following the same procedures as for a change in the underlying zoning district. (For example, a portion of the General Business district may be changed from Sign District 5 to Sign District 2 in order to protect an adjacent neighborhood from excessive light.)

10.1234 Any sign not specifically allowed in a sign district is not permitted.

## Section 10.1240 Permitted Sign Types

10.1241 The types of signs permitted in each sign district shall be as set forth in the following table, except as otherwise provided herein.

**Table of Permitted Sign Types**

	Sign District					
	1	2	3	4	5	6
Freestanding sign	N	P	P	P	P	P
Wall sign	P	P	P	P	P	P
Projecting sign	P	P	P	P	P	P
Parapet sign	N	N	N	N	P	P
Roof sign	N	N	N	N	P	P
Awning sign	N	P	P	P	P	P
Marquee sign	N	P	P	P	P	P
Canopy sign	N	N	N	P	P	P
Changeable or animated signs						
Animated sign	N	N	N	N	N	N
Changeable sign	N	P	P	P	P	P

P = Permitted N = Prohibited

10.1242 ~~Each side of a building facing a street may have one parapet sign (if permitted by Section 10.1241); or one wall sign above the first ground floor, may be allowed for each street façade, provided that the use is primarily above the first floor. The parapet sign or wall sign shall not be placed on a floor higher than the highest floor occupied by the applicable use.~~

10.1243 Only one freestanding sign shall be permitted per lot, except that a ~~shopping center~~ lot with more than one driveway may have one freestanding sign at the site's primary driveway and one smaller freestanding sign at each additional driveway ~~not on the same street~~ complying with the area and height standards in Section 10.1251.30.

## Section 10.1250 Sign Dimensional Standards

### 10.1251 Sign Area

10.1251.10 The maximum aggregate sign area shall be as follows:

	Sign District					
	1	2	3	4	5	6
Per linear foot of building frontage per establishment	0.5	1.0	2.0	1.5	1.5	2.0



10.1251.20 The maximum sign area for individual signs shall be as follows:

	Sign District					
	1	2	3	4	5	6
Freestanding sign	n/a	20	20	100	100	150
Wall sign	4	16	40	200	200	100
Projecting sign						
Ground floor use	2	16	12	16	16	16
Upper-floor use	n/a	0	8	8	8	8
Parapet sign	n/a	n/a	n/a	n/a	100	150
Roof sign	n/a	n/a	n/a	n/a	200	100
Awning sign	n/a	16	20	20	20	20
Marquee sign	n/a	16	20	20	20	20
Canopy sign	n/a	n/a	n/a	20	20	20

All dimensions in square feet

n/a = not applicable (sign type not permitted)  
n.r = no requirement

10.1251.30 When a ~~shopping center lot~~ has more than one freestanding sign, the freestanding sign at the site’s primary driveway shall comply with the maximum sign area specified in Section 10.1251.20 and the maximum sign height specified in Section 10.1253.10; and the ~~other~~ freestanding signs at other driveways shall not exceed 75 square feet in area. comply with the following standards:

<u>Sign District</u>	<u>On same street as primary driveway</u>		<u>On different street from primary driveway</u>	
	<u>Maximum Sign Area</u>	<u>Maximum Sign Height</u>	<u>Maximum Sign Area</u>	<u>Maximum Sign Height</u>
<u>2</u>	<u>10 sq. ft.</u>	<u>5 ft.</u>	<u>10 sq. ft.</u>	<u>5 ft.</u>
<u>3</u>	<u>10 sq. ft.</u>	<u>5 ft.</u>	<u>20 sq. ft.</u>	<u>5 ft.</u>
<u>4</u>	<u>20 sq. ft.</u>	<u>12 ft.</u>	<u>40 sq. ft.</u>	<u>12 ft.</u>
<u>5</u>	<u>40 sq. ft.</u>	<u>12 ft.</u>	<u>75 sq. ft.</u>	<u>15 ft.</u>
<u>6</u>	<u>40 sq. ft.</u>	<u>12 ft.</u>	<u>75 sq. ft.</u>	<u>15 ft.</u>

10.1251.40 A sign projected via illumination on the exterior of a structure, or on or above a surface such as a driveway, sidewalk or street, shall comply with the sign area requirements for a wall sign.

## 10.1252 Measurement of Sign Area

10.1252.10 Sign area shall be measured in one of the following ways, at the applicant’s discretion:

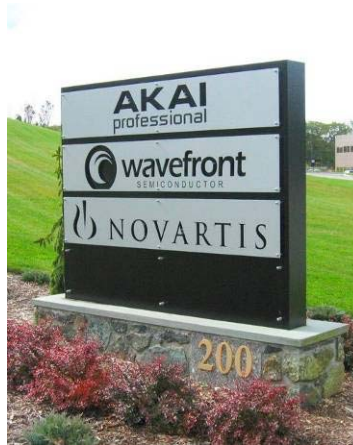
- (a) the area that can be enclosed by one polygon with no more than eight sides; or
- (b) the area that can be enclosed by a circle, oval, triangle or rectangle, or any two such shapes.

10.1252.20 The sign area of a freestanding sign shall include all structural supports whether or not they contribute through shape, color or otherwise to the sign's message, except as follows:

10.1252.21 The base of a monument sign, up to one foot above the ground, shall not be included in the computation of sign area provided that such base is not illuminated in any way ~~and contains no information other than the street number.~~



Height of base is less than one foot –  
**Not included in sign area**



Height of base is one foot –  
**Not included in sign area**

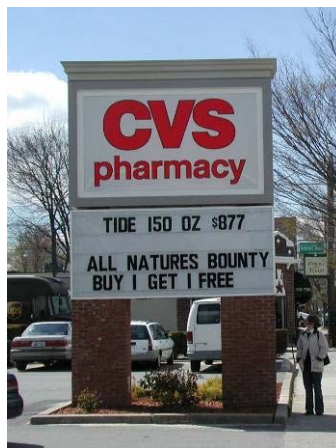


Height of base is greater than one foot –  
**Included in sign area**

10.1252.22 The vertical supports of a pole sign shall not be included in the computation of sign area, provided that (1) the total width of all such supports is less than one-third of the width of the sign, and (2) the supports are not illuminated in any way.



Total width of supports is less than 1/3 of the width of the sign –  
**Not included in sign area**



Total width of supports is greater than 1/3 of the width of the sign –  
**Included in sign area**



Width of support is greater than 1/3 of the width of the sign –  
**Included in sign area**



**Width of support is approximately 1/3 of the width of the sign**

- 10.1252.30 For a sign that is painted or engraved on, or otherwise applied directly to, a building or other structure, the sign area shall include any background of a different color, material or appearance from the remainder of the wall or structure, and shall include all related text, images and graphics.
- 10.1252.40 The sign area of a canopy sign shall include all text and symbols, whether or not illuminated, and all illuminated areas; but shall not include non-illuminated areas that are distinguished from the background only by color stripes.
- 10.1252.50 The sign area of a projecting sign shall not include the area of supporting brackets with no text, images or graphics.
- 10.1252.60 Where a sign has two faces that are parallel or where the interior angle formed by the faces is 45 degrees or less, only one display space shall be measured in computing total sign area.
- 10.1252.70 The sign area of a spherical, free-form, sculptural or otherwise non-planar sign shall be equal to 75 percent of the areas of the 4 vertical sides of the smallest rectangular box that will encompass the sign.
- 10.1252.80 Decorative lighting on a building or structure, including neon and other accent lighting, and any illuminated building panel, shall be considered a wall sign for the purposes of this section, and shall be counted as part of the aggregate sign area allowed.

## 10.1253 Sign Height and Setback

10.1253.10 The maximum and minimum heights and minimum setbacks for signs in each sign district shall be as set forth in the following table, except as otherwise provided herein.

**Table of Sign Height and Setback Requirements**

	Sign District					
	1	2	3	4	5	6
Projecting sign						
Minimum clearance (ground to bottom of sign)	7	7	7	7	7	7
Freestanding sign						
Minimum setback from lot line	<del>5</del> n/a	5	5	20	10	20
Maximum height (ground to top of sign)	<del>7</del> n/a	7	12	20	20	20
<del>Temporary freestanding sign</del>	<del>4</del>	<del>4</del>	<del>8</del>	<del>12</del>	<del>12</del>	<del>20</del>

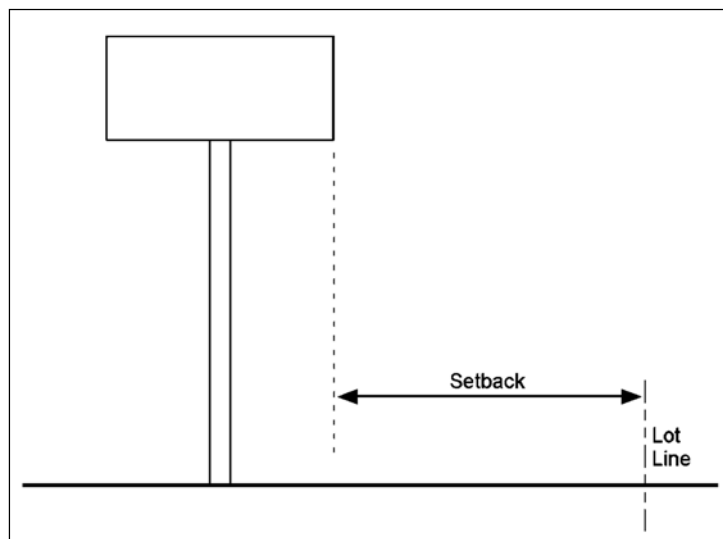
All dimensions in feet

n/a = not applicable (sign type not permitted)

10.1253.20 Where a driveway intersects with a street, no sign shall be erected or maintained between the heights of 2.5 feet and 10 feet above the edge of pavement grades within the area bounded by (a) the side lines of the driveway and street and (b) lines joining points along said side lines 20 feet from the point of intersection.

10.1253.30 The height of a freestanding sign shall be measured with respect to the elevation of the centerline of the adjacent public right-of-way.

10.1253.40 The setback of a sign from a lot line shall be measured as the shortest horizontal distance from the lot line to the any part of the sign, whether or not such part of the sign is at ground level.



10.1253.50 A projecting sign shall project no closer than 1 foot to the edge of the vehicular travel way, if any.

## Section 10.1260 Sign Illumination

### 10.1261 Types of Illumination

10.1261.10 Signs may only be illuminated as set forth in the following table, except as otherwise provided herein.

**Table of Sign Illumination Requirements**

	Sign District					
	1	2	3	4	5	6
External illumination	N	P	P	P	P	P
Halo lettering	N	P	P	P	P	P
Internal illumination						
Freestanding sign	N	P	N	P	P	P
Wall sign	N	P	P	P	P	P
Projecting sign	N	N	N	N	N	N
Parapet sign	n/a	N	N	N	P	P
Roof sign	n/a	N	N	N	P	P
Awning sign	n/a	N	P	N	P	P
Marquee sign	n/a	N	P	N	P	N
Canopy sign	n/a	n/a	n/a	P	P	P
Direct illumination	N	N	P	P	P	P

P = Permitted    N = Prohibited    n/a = not applicable (sign type not permitted)

10.1261.20 Temporary signs shall not be illuminated.

10.1261.30 Signs in the Historic District shall be illuminated only by external illumination, notwithstanding anything to the contrary in Section 10.1261.

### 10.1262 Hours of Illumination

Signs shall not be illuminated between 11:00 p.m. and 6:00 a.m., except that signs may be illuminated during the operation of a use or activity that is open to customers or the public, and for not more than one hour after the activity ceases.

### 10.1263 Illumination Standards

10.1263.10 A light source for external illumination of a sign shall be mounted and shielded so that said light source is not visible three feet above grade at the lot line and so that the lighting is confined to the area of the sign.

10.1263.20 A light source for internal illumination of a sign constructed of translucent materials and wholly illuminated from within shall not require shielding.

- 10.1263.30 A sign or its illuminator shall not by reason of its location, shape or color interfere with pedestrian or vehicular traffic or be confused with or obstruct the view or effectiveness of any official traffic signal or traffic marking.
- 10.1263.40 Illuminance of the sign face shall not exceed the following standards:
  - 10.1263.41 External illumination: 50 foot-candles as measured on the sign face.
  - 10.1263.42 Internal illumination: 5,000 nits (candelas per square meter) during daylight hours, and 500 nits between dusk and dawn, as measured at the sign's face.
  - 10.1263.43 Direct illumination: 5,000 nits during daylight hours, and 500 nits between dusk and dawn, as measured at the sign's face.
- 10.1263.50 Light sources shall utilize energy efficient fixtures to the greatest extent practicable. Light fixtures including bulbs or tubes used for sign illumination shall be selected and positioned to achieve the desired brightness of the sign with the minimum possible wattage, while ensuring compliance with all applicable requirements of this Ordinance.
- 10.1263.60 A sign using direct illumination shall consist only of letters, numbers and other common typographical characters, all of which shall be in no more than three colors against a dark background, and the total illuminated area shall not exceed 30 percent of the total area of the sign.

## Section 10.1270 Additional Sign Regulations

### 10.1271 Signs on More Than One Façade of a Building

- 10.1271.10 A use in a building with more than one exterior wall facing a street may have signs on each such wall, ~~up to the maximum sign area per linear foot of building frontage per establishment.~~
- 10.1271.20 ~~A store~~ An establishment with a public entrance on a side of the building not facing a street may have signs on that side as well as on the street-facing wall(s), ~~up to the maximum sign area per business.~~
- 10.1271.30 Regardless of the location of signs, the maximum sign area per establishment shall be based only on the building frontage as defined in Section 10.1290.
- ~~10.1271.30 A non-illuminated sign that is not visible from a public right of way, such as drive-through menu signs and car wash menus, shall not be counted in the maximum aggregate sign area for the business or lot.~~

## 10.1272 Roof Signs

- 10.1272.10 A roof sign shall be parallel to the main façade of the building on which it is mounted,
- 10.1272.20 A roof sign on a pitched, hip, gambrel or mansard roof shall not extend above the elevation midway between the level of the eaves and the highest point of the roof. A roof sign is not permitted on a flat roof.
- 10.1272.30 The maximum height of a roof sign shall not exceed the lesser of 36 inches or 25% of the vertical height of the roof.

## 10.1273 Marquee Signs

- 10.1273.10 All text, images and other graphics on a marquee sign shall be displayed on the outside vertical faces of the marquee, and shall be no more than 1.5 feet tall.
- 10.1273.20 The sign area of a marquee sign shall be included in the maximum aggregate sign area allowed for ~~said property~~ the lot.

## 10.1274 Relation of Sign to Building Façade in the Historic District

In the Historic District, a ~~hanging-wall sign~~ or projecting sign should align with some horizontal element on the façade. For example, the top of the sign may align with the top of the window, the bottom of the sign may align with the bottom of the window, the bottom of sign may align with the top of the lintel, etc.

## ~~10.1275 Temporary Signs~~

### ~~10.1275.10~~ ~~New Business~~ Interim Signs

~~An temporary new business interim~~ sign may be erected while awaiting arrival of a permanent sign for which a sign permit has been issued. ~~A new business--~~ The interim sign shall conform to the same dimensional and other requirements as the approved permanent sign and shall be allowed only until the permanent sign is installed or for 60 days, whichever is the shorter period of time. A sign permit ~~must be obtained~~ for an new business-interim sign must be obtained from the Code Official.

## Section 10.1280 Nonconforming Signs

- 10.1281 A nonconforming sign or sign structure shall be brought into conformity with this Ordinance if it is altered, reconstructed, replaced, or relocated. For the purpose of this provision, the alteration of a sign or sign structure includes any change in size, shape, materials or technology. A change in text or graphics is not an alteration or replacement for purposes of this subsection.



10.1282 Nonconforming signs must be maintained in good condition. Maintenance required by this Subsection shall include replacing or repairing of worn or damaged parts of a sign or sign structure in order to return it to its original state, and is not a change or modification prohibited by Subsection 10.1281.

10.1283 A nonconforming sign shall be removed, made conforming, or replaced with a conforming sign ~~in either of the following situations: if~~

~~(a)~~ 50 percent or more of the nonconforming sign is blown down, destroyed, or for any reason or by any means taken down, altered, or removed.

~~10.1284~~ ~~A nonconforming sign shall be removed if (b)~~—The use of the nonconforming sign, or the property on which it is located, has ceased, become vacant, or been unoccupied for a continuous period of 8 months or more. An intent to abandon is not required as the basis for removal under this section.

## Section 10.1290 Sign Definitions

Aggregate sign area  
See under sign area.

Animated sign  
A sign that uses movement or a change of lighting to depict action or create a special effect or scene. See also changeable sign.

Awning  
A cloth, plastic or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use.

Awning sign  
A sign that is painted on or otherwise applied or attached to an awning. An internally illuminated awning shall be considered an awning sign whether or not it contains any text or graphics.

Banner sign or banner  
A sign that consists of text or other graphic elements on a non-rigid material either enclosed or not enclosed in a rigid frame and secured or mounted to allow motion caused by the atmosphere. See also temporary sign.

Building frontage  
The maximum horizontal width of the ground floor of a building that approximately parallels and faces a public street or right of way.  
(a) Where an individual occupant's main entrance faces a driveway or parking lot, the width of the occupant's ground floor space facing the occupant's entrance shall be considered that occupant's separate and distinct building frontage.



- (b) Where two or more uses occupy the ground floor of a building, the portion of the building frontage occupied by each use will be that use's separate and distinct building frontage for the purpose of calculating allowed sign area.
- (c) A corner lot or through lot shall be considered to have a separate and distinct building frontage on each street.
- (d) When a building is not parallel to the street, or has a front wall that is angled or curved, the building frontage shall include any portion of the front wall that is oriented at an angle of 30 degrees or less from the front lot line.

~~Building marker sign~~

~~A sign indicating the name of a building, the date of its construction, and/or incidental information about its history. One per site, maximum area of 2 square feet, not included in the maximum sign area.~~

Canopy

A freestanding structure constructed of rigid materials, providing protective cover over an outside service area.

Canopy sign

A sign attached to, affixed to or otherwise mounted on a canopy.

Changeable sign

A sign or portion thereof with characters, letters or symbols that can be changed, whether electronically or manually without altering the face or surface of the sign. A sign on which the message changes more than once per day shall be regulated as an animated sign. A sign on which the only changes are mechanical or electronic indication of time or temperature is not considered a changeable or animated sign.

Direct illumination

Illumination of a sign by light emitted directly from a lamp, luminary or reflector, and not diffused through translucent materials or reflected or projected from an external source. Examples include, but are not limited to, signs using luminous gas-filled tubes (e.g., neon) or light-emitting diodes (LED). (See also external illumination, externally illuminated sign, internal illumination, internally illuminated sign.)

~~Directional sign~~

~~A sign directing or guiding vehicles or people to entrances, exits or parking.~~

~~Directory sign~~

~~A sign that lists businesses in a multi-tenant building, office park, or industrial park.~~

External illumination

Illumination of a sign by a source of light not contained within, or on the surface of, the sign itself. (See also direct illumination, externally illuminated sign, internal illumination, internally illuminated sign.)

#### Externally illuminated sign

A sign that is illuminated by a light source that is not contained within, or on the surface of, the sign itself

#### Freestanding sign

A sign that is permanently erected in a fixed location and supported by 1 or more columns, upright poles or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building, structure, or other sign. Examples include, but are not limited to, monument signs and pole signs.

#### Halo lettering.

An externally illuminated sign in which light sources are placed out of direct view behind opaque sign elements (letters or graphics), creating a glow around the sign elements.

#### Halo Lettering



#### Information sign

~~A sign that does not exceed 4 square feet of sign area and includes only information of a general directive or informational nature such as the following:~~

- ~~(a) Handicapped parking, no parking, loading area;~~
- ~~(b) To give direction to a public service facility or accommodation; an official inspection station;~~
- ~~(c) Building address or unit number;~~
- ~~(d) No trespassing, no hunting, etc.~~

#### Internal sign

A sign that is not intended to be viewed from outside the property, and that is located so as not to be visible from any street or from any adjacent lot. Examples include, but are not limited to, signs in the interior areas of shopping centers, ~~and non-illuminated signs inside a building and more than 3 feet inside any window or door,~~ and signs located completely within a building and not visible from outside the building.

#### Internal illumination

Illumination of a sign by light that is diffused through a translucent material from a source within the sign. (See also direct illumination, external illumination, externally illuminated sign, internally illuminated sign.)

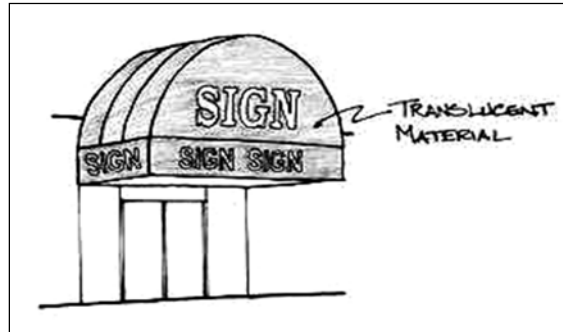
### Internally illuminated sign

A sign that is illuminated by light from a source within the sign through a translucent material. (See also direct illumination, external illumination, externally illuminated sign, internal illumination, halo lettering.)

Examples of internally illuminated signs include:

(a) Internally illuminated translucent sign, which may have opaque surfaces with translucent letters or translucent surfaces with opaque letters. An opaque surface with translucent letters is preferred to a translucent surface with opaque lettering.

(b) Internally illuminated awning signs.



(c) Internally illuminated channel letters.



### Marquee

A structure other than a roof that is attached to, supported by and projecting from a building, and that provides shelter for pedestrians.

### Marquee sign

A wall sign that is mounted on or attached to a marquee.

### Mobile sign

A sign on a trailer or other wheeled apparatus, whether or not self-propelled, that is not permanently affixed to the ground. (See also: temporary sign.)

### Monument sign

A freestanding sign constructed of a solid material and mounted on a solid base that is placed directly on the ground.

### ~~New business sign~~

~~A temporary sign that is erected or installed while awaiting installation of a permanent sign for which a sign permit has been issued.~~

Nit

A unit of luminance, equal to one candela per square meter.

Parapet

An extension of a vertical building wall above the line of the structural roof.

Parapet sign

A wall sign attached to the face of a parapet.

Pennant sign or pennant

See banner sign.

Parapet sign

A sign attached to a parapet wall, with its face parallel to the plane of the parapet wall and extending no more than 18 inches from such wall.

Pole sign

A freestanding sign that is permanently supported in a fixed location by a structure of poles, uprights or braces from the ground and not supported by a building or base structure.

Projecting sign

A sign attached to and projecting from the wall of a building with the face of the sign at an interior angle of more than 45 degrees to the building wall to which it is attached.

~~Real estate sign~~

~~A temporary sign that advertises the availability of the property for sale or lease.~~

Roof sign

A sign that is located:

- (a) above the level of the eaves on pitched or gambrel roofs;
- (b) above the roof deck of a building with a flat roof; or
- (c) above the top of the vertical wall of a building with a mansard roof.

Sign

Any symbol, design or device used to identify or advertise any place, business, product, activity, service, person, idea or statement. Any representation that is illuminated and consisting wholly or in part, of text, images or graphics shall be considered a sign. Signs need not include text, and may consist of stripes, spots, or other recognizable designs, shapes or colors. Displays comprising of merchandise, figurines, mannequins, decorations and other similar articles, arranged inside a building and visible outside of a window, shall not be considered a sign.

Sign area

The total surface area of a sign display, including all text, images and graphics, and any distinctive surface, board, frame or shape on or within which the text, images and graphics are displayed.

Aggregate sign area

The total sign area of all signs on a lot or building, as indicated by the context, excluding the area of freestanding signs allowed by Article 12.

Sign band

A painted stripe or otherwise distinct scheme which indicates the establishment's logo by use of certain colors or patterns.

~~Site development sign~~

~~A temporary sign that identifies a development which is under construction and/or the owners, architects, contractors, real estate agents and lenders involved with the development; and that may include sales and leasing information.~~

~~Special event sign~~

~~A temporary sign limited to one consecutive 7 day period every 3 months, for a total of 4 events per year. If a sign is not used in a quarter it shall not be carried over to the next quarter.~~

Temporary sign

A sign, other than a mobile sign, that is not permanently affixed to a building or structure or permanently mounted in the ground, and that pertains to an activity or event of limited duration. ~~Examples of temporary signs include, but are not limited to, new business sign, site development sign, and special event sign. A temporary sign, when permitted, shall not be included in the calculation of aggregate sign area on a lot.~~ (See also mobile sign.)

Wall sign

A sign attached to, erected against or hanging from the wall of a building, with the face in a parallel plane to the plane of the building wall, and extending no more than 18 inches from such wall. A wall sign may also be inside of a building if it is illuminated and visible through the window from a private or public right of way.

1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

3  
4 That a new provision entitled Chapter 7, VEHICLES, TRAFFIC AND PARKING,  
5 Article XIX SHARED ACTIVE TRANSPORTATION be added to the Ordinances of the  
6 City of Portsmouth to read as follows:  
7

8  
9 **ARTICLE XIX – SHARED ACTIVE TRANSPORTATION**

10  
11 **Section 7.1901: PURPOSE**

12  
13 The purpose of this ordinance is to deal with the emerging concept of Shared Active  
14 Transportation in which various types of small, wheeled vehicles such as electric  
15 scooters and bicycles are made available specifically for shared-use by the public. In  
16 particular, this ordinance is adopted to protect against the public safety hazards and  
17 visual distractions created by the indiscriminate placement of vehicles utilized in Shared  
18 Active Transportation on the streets, sidewalks and public areas of the City.  
19

20  
21 **Section 7.1902: SHARED ACTIVE TRANSPORTATION**

22  
23 For the purpose of this ordinance Shared Active Transportation shall refer to the  
24 concept by which various types of small, wheeled vehicles are made available for  
25 shared-use by the general public by a Shared Active Transportation Provider. The  
26 vehicles used in Shared Active Transportation (shared vehicles) may include, but shall  
27 not be limited to bicycles, e-bicycles, scooters and e-scooters. Excluded are vehicles  
28 subject to registration by the State of New Hampshire Department of Motor Vehicles.  
29

30  
31 **Section 7. 1903: PARKING OF UNATTENDED SHARED VEHICLES**

32  
33 Unattended shared vehicles may only be parked on streets, sidewalks or other City  
34 property in the following areas:  
35

- 36 a. Areas specifically designated and marked by the City for the parking of  
37 shared vehicles, such as bike corrals, bike racks, or other locations that  
38 are designated by the City for parking of shared vehicles.  
39  
40 b. Areas in which a Shared Active Transportation Provider has received a  
41 license from the City Council pursuant to the processes for the creation of  
42 sidewalk encumbrances for the purpose of parking shared vehicles.  
43  
44 c. Areas authorized by written contract with the City of Portsmouth.  
45  
46

47 **Section 7.1904: ENFORCEMENT**

48  
49 If any shared vehicle is found unattended in violation of the provisions of this ordinance  
50 by any City official, then;

- 51
- 52 a. If the vehicle has identification indicating the owner of the vehicle and has  
53 a telephone number or an e-mail address for that owner, then the owner  
54 shall be contacted and given two (2) hours to properly park the vehicle.  
55
  - 56 b. If the vehicle does not contain the ownership information described above,  
57 or if two (2) hours has passed since the owner has been notified that the  
58 vehicle is improperly parked, then the City shall remove the shared vehicle  
59 from the street, sidewalk or other location of improper parking and secure  
60 the vehicle in a location to be determined by the City.  
61
  - 62 c. If a shared vehicle is left unattended in a manner which blocks pedestrian  
63 or vehicle passage on a sidewalk or street or otherwise creates a public  
64 safety hazard it shall be removed immediately.  
65
  - 66 d. Whenever a shared vehicle has been removed from the street, sidewalk or  
67 public areas by the City it shall not be returned to the owner unless or  
68 until:  
69
    - 70 i. The owner has provided satisfactory proof that the person  
71 making that request actually owns the shared vehicle; and  
72
    - 73 ii. The owner has paid a fee to the City in compensation for the  
74 removal of the shared vehicle, as adopted by the City  
75 Council during the annual budget process.  
76
  - 77 e. Any shared vehicle that has been removed from the street, sidewalk or  
78 other public area in the City and not redeemed as allowed by this  
79 ordinance within thirty (30) days shall be disposed of by the City without  
80 compensation to the owner.  
81

82  
83 **Section 7.1905: APPEAL**

84  
85 Any determination made by any City official in connection with the enforcement of this  
86 ordinance may be appealed to the Parking Clerk who shall have the authority to make a  
87 final determination with respect to the issue being appealed.  
88  
89  
90  
91  
92

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

95  
96 All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

97  
98 This ordinance shall take effect upon its passage.

99  
100 APPROVED:

101  
102 \_\_\_\_\_  
103 Jack Blalock, Mayor  
104

105  
106  
107 ADOPTED BY COUNCIL ON \_\_\_\_\_, 2018:

108  
109 \_\_\_\_\_  
110 Kelli L. Barnaby, City Clerk  
111



1 ORDINANCE #  
2 THE CITY OF PORTSMOUTH ORDAINS

3  
4 That Chapter 14, Article II, Section 14.2 - DEMOLITION of the Ordinances of the  
5 City of Portsmouth be amended to read as follows (deletions from existing language  
6 ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from  
7 existing):  
8

9  
10 **Section 14.201 PURPOSE**

11  
12 The purpose of this Article is to encourage the preservation of buildings and places of  
13 historic, architectural and ~~community~~ cultural value.  
14

15  
16 **Section 14.202 DEFINITIONS**

17  
18 As used in this Article, the following words or phrases shall have the meanings set forth  
19 below, except when the context requires a different meaning.  
20

21 Demolition: Razing or destruction, entirely or in part, of a building or structure, whether  
22 or not reconstruction is planned after demolition, or removal of a building or structure in  
23 whole or in part from its present location. For the purpose of this Article, demolition shall  
24 not include (a) interior demolition that does not affect the exterior of the building or  
25 structure, or (b) work necessary to repair or replace exterior finishes such as roofing,  
26 siding, trim or windows.  
27

28 Demolition Review Committee: A committee appointed by the City Council and  
29 comprised of five members as follows: one member of the Historic District Commission,  
30 one member of the Planning Board, one member of the Portsmouth Historical Society,  
31 the Chief Building Inspector or his/her designee, and the Planning Director or his/her  
32 designee. Representatives of the Historic District Commission and Planning Board shall  
33 be appointed annually or as necessary.  
34

35 **Code Official: As defined in the zoning ordinance.**  
36  
37

38 **Section 14.203 APPLICABILITY**

39  
40 The requirements of this Article shall apply to any demolition except:  
41

- 42 (1) Demolition of a building or structure that has been granted a Certificate of  
43 Approval by the Historic District Commission; or **has been approved for**  
44 **demolition in association with a project approved, following a public**  
45 **hearing, by either the Planning Board or the Board of Adjustment.**  
46

47 (2) Demolition of any “dangerous building” that has been ordered to be  
48 demolished pursuant to Chapter 14, Article I, Section 14.109(C).  
49

50 **(3) Minor demolition projects, as determined by the Code Official, that**  
51 **are not located in the Historic District, including but not limited to**  
52 **chimneys, decks, porches, steps, small outbuildings or other similar**  
53 **design features.**  
54

55 **(4) Removal of partial roof components for vertical expansion such as**  
56 **dormers or skylights on structures that are not located in the**  
57 **Historic District.**  
58

59  
60 **Section 14.204: APPLICATION AND NOTICE**  
61

62 A. **APPLICATION:** Prior to the commencement of any demolition, the owner(s),  
63 contractor, or agent (hereinafter Applicant) must (a) submit a completed  
64 Demolition Permit Application (hereinafter Application) to the Inspection  
65 Department, (b) post a sign or signs as required by paragraph B below, and (c)  
66 publish a legal notice as required by paragraph B below. **Such Application shall**  
67 **include a Demolition Plan that includes a scaled site plan showing the**  
68 **location of the building(s) and photographs of the existing structure(s) and,**  
69 **if applicable, elevations of the proposed structure(s).**  
70

71 B. **SIGNAGE:** The applicant shall post one or more signs on the building to be  
72 demolished, or on the lot where such building is located, so as to be clearly  
73 visible from all public ways. In the event that visibility at the building’s location  
74 would be hindered in such a manner as to obstruct notice of the sign, the  
75 applicant will be required to post a sufficient number of signs as to insure clear  
76 visibility. Said sign(s) shall be provided by the Inspection Department at the time  
77 of application for the Permit.  
78

79 **C. LEGAL NOTICE:**  
80

81 (1) If the building to be demolished was constructed more than 50 years prior  
82 to the date of application and the area to be demolished (building footprint  
83 or gross floor area) is greater than 500 square feet, the **legal** notice shall  
84 read as follows:  
85

86 **NOTICE**  
87

88 An application has been submitted to demolish ~~the~~**is** building **(or a portion thereof)**  
89 **located at** \_\_\_\_\_ . Further information about the proposed  
90 demolition is available from the Inspection Department, City Hall, 1 Junkins Avenue,  
91 Portsmouth, NH 03801 (tel. 610-7243). You may object to the demolition by filing a  
92 written objection with the Inspection Department at the above address.

93  
94 If no written objection is received in the Inspection Department within 30 days from the  
95 date of this notice, the Demolition Permit will be issued. If a written objection is received  
96 within said period, the Demolition Review Committee will hold a public hearing on the  
97 matter within 75 days from the date of this notice. Notice of the public hearing will be  
98 published in a newspaper of general circulation, posted on the City's website, and given  
99 to all parties who have filed objections to the proposed demolition.

100  
101 Date of this Notice: \_\_\_\_\_

- 102  
103 (2) If the building to be demolished was constructed 50 years or less prior to  
104 the date of application, or the area to be demolished (building footprint or  
105 gross floor area) is 500 square feet or less, the **legal** notice shall read as  
106 follows:  
107  
108

109  
110 NOTICE

111  
112 An application has been submitted to demolish ~~theis~~ building (or a portion thereof)  
113 **located at** \_\_\_\_\_. Further information about the proposed  
114 demolition is available from the Inspection Department, City Hall, 1 Junkins Avenue,  
115 Portsmouth, NH 03801 (tel. 610-7243). You may object to the demolition by filing a  
116 written objection with the Inspection Department at the above address.  
117

118 If no written objection is received in the Inspection Department within 30 days from the  
119 date of this notice, the Demolition Permit will be issued. If a written objection is received  
120 within said period, the Inspector may order an additional delay in issuing the Demolition  
121 Permit, up to a maximum of 90 days from the date of this notice.  
122

123 Date of this Notice: \_\_\_\_\_

- 124  
125 (3) In either case, the required sign(s) shall remain posted until the Inspection  
126 Department has issued a demolition permit.  
127

128 **DC. PUBLICATION:** The applicant shall, within seven (7) days of submitting an  
129 Application, have published **the required** a legal notice in a newspaper of  
130 general circulation in Portsmouth. All costs which are incurred for publication of  
131 the legal notice are to be paid by the applicant who also will provide copies of the  
132 published legal notice to the Inspection Department prior to the expiration of the  
133 thirty (30) day period contained in the legal notice. The legal notice shall include  
134 the wording required by Section 14.204. **CB** (1) or (2), as applicable, and shall  
135 also contain the address and description of the building or structure to be  
136 demolished and the name and address of the applicant.  
137  
138

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**Section 14.205: PROCEDURE**

- A. If the building to be demolished was constructed more than 50 years prior to the date of application and the area to be demolished (building footprint or gross floor area) is greater than 500 square feet, the following procedure shall be followed:
  - (1) If a written objection is not received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall verify that the notice requirements in Section 14.204 have been satisfied and the demolition may proceed.
  - (2) If a written objection is received by the Inspection Department within thirty (30) days of the date of notice, the Building Inspector shall have fifteen (15) days to notify the applicant in writing that the ~~Demolition~~ **Plan** must be reviewed by the Demolition Review Committee (**hereinafter Committee**) before proceeding and forward the application to each member of the ~~Demolition Review~~ Committee.
    - (a) The ~~Demolition Review~~ Committee shall schedule a public hearing within thirty (30) days of notification from the Building Inspector. Notice of the public hearing shall be given to all parties who have filed objections, posted in two public places and on the City’s website, and published in a newspaper of general circulation at least ten (10) days prior to the hearing, not including the day of the hearing or the day of posting.
    - (b) The ~~Demolition Review~~ Committee shall hear all public testimony on the building’s significance. The owner or the owner’s representative shall be invited to attend the hearing.
    - (c) At the conclusion of the hearing, the ~~Demolition Review~~ Committee shall determine that the building is “significant” or “not significant” based on whether the building is of such historic, architectural or **community-cultural** value that its removal would be to the detriment of the public interest.
    - (d) If the Committee finds the building is “not significant,” no further review is required.
    - (e) If the Committee finds the building is “significant,” the following steps shall be taken:
      - (i) The Committee shall hold a meeting with the owner or owner’s representative within fifteen (15) days, or at the applicant’s earliest convenience, to discuss alternatives to

185 the proposed Demolition Plan. Public comment shall be  
186 accepted by the Committee at the meeting.

- 187  
188 (ii) ~~After the meeting provided for in paragraph (i) above, if no~~  
189 ~~alternatives to demolition have been identified and agreed to~~  
190 ~~by the applicant, and if the applicant agrees, the applicant~~  
191 ~~shall submit basic measured drawings of the building (plan~~  
192 ~~and elevations) as determined by the Demolition Review~~  
193 ~~Committee. In addition, if the applicant agrees, the~~  
194 ~~Committee shall document the building photographically.~~  
195 ~~The applicant shall also be encouraged to salvage significant~~  
196 ~~architectural features identified by the Committee.~~  
197

198 After the meeting provided for in paragraph (i) above,  
199 the Committee shall:

- 200  
201 a. Approve the Application as submitted; or  
202 b. Approve any alternatives to the Demolition  
203 Plan which have been agreed to by the  
204 applicant; or,  
205 c. Determine to delay the issuance of the  
206 demolition permit for up to the maximum  
207 time period allowed by this ordinance.  
208

- 209 (iii) Following the completion of documentation ~~and (if~~  
210 ~~applicable) salvage~~ as set forth in (ii) above, no further  
211 review is required.  
212

213 B. If the building to be demolished was constructed 50 years or less prior to the date  
214 of application, or the area to be demolished (building footprint or gross floor area)  
215 is 500 square feet or less, the following procedure shall be followed:  
216

- 217 (1) If a written objection is not received by the Inspection Department  
218 within thirty (30) days of the date of notice, the Building Inspector  
219 shall verify that the notice requirements in Section 14.204 have  
220 been satisfied.  
221  
222 (2) If a written objection is received by the Inspection Department  
223 within thirty (30) days of the date of notice, the Building Inspector  
224 shall order an additional delay period, not to exceed sixty (60) days  
225 from the date of receipt of the written objection(s) in instances  
226 where a significant building, site, or life safety condition is  
227 presented in the objection. However, in no event shall the delay  
228 period ordered by the Building Inspector exceed ninety (90) days  
229 from date of notice.  
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**Section 14.206: DEMOLITION PERMIT**

Upon completion of the procedure outlined in Section 14.205, the Building Inspector shall issue a Demolition Permit after the expiration of any delay period ordered pursuant to Section 14.205.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

\_\_\_\_\_  
Jack Blalock, Mayor

ADOPTED BY COUNCIL ON \_\_\_\_\_, 2018:

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

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-A

**GRANT AGREEMENT**

The State of New Hampshire and the Grantee hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> City of Portsmouth		<b>1.4 Grantee Address</b> 680 Peverly Hill Road Portsmouth, NH 03801	
<b>1.5 Effective Date</b>	<b>1.6 Completion Date</b> June 30, 2019	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$4,287
<b>1.9 Grant Officer for State Agency</b> Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> 603-271-2047	
<b>1.11 Grantee Signature</b>		<b>1.12 Name &amp; Title of Grantee Signor</b>	
<b>1.13 Acknowledgment: State of New Hampshire, County of _____</b> On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  (Seal)			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14 State Agency Signature(s)</b>		<b>1.15 Name/Title of State Agency Signor(s)</b>  Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>  By: _____ Attorney, On: ____ / ____ / _____			
<b>1.17 Approval by the Governor and Council</b>  By: _____ On: ____ / ____ / _____			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as “the State”), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as “the Project”).

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.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as “the Effective Date”).

4.2 Except as otherwise specifically provided for 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, compensation 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.**

7.1 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 or 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 such 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 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, papers, 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 or 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 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 interests 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 of 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 sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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 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 or 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 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 intent 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.

**EXHIBIT A**  
**List of Services**

1. The Grantee shall conduct the collection portion of its Project for **Portsmouth, Greenland, and Newington** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (the contractor). For purposes of this agreement, the contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the contractor hires for participating in the Project.
2. The Grantee shall spend its grant monies solely for the purpose of paying the Project's contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07.
3. The Grantee shall enter into a contract with a contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
  - a. That the contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Hw 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent;
  - b. That the contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator;
  - c. That the contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
  - d. That the contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the Department. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract;
  - e. That the contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
  - f. That the contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.

**EXHIBIT A**

**Page 2**

- g. That the Grantee shall not pay the contractor until after (1) the Department has received copies of all Project manifest forms required under Part Env-Hw 510, including Copy #2 of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered, and (2) the Department has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements. The Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable State or federal law;
  - h. That the contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.
  - i. That the Department may exercise its authority to modify, suspend or terminate the Project if it decides that the Project poses a threat to human health or the environment; and
- 4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.07. Said activities shall include those set forth in the Grantee's application for Grant Monies, as approved by the Department.
  - 5. The Grantee shall keep a count of persons participating in the Project and to conduct a questionnaire of said persons incorporating, at a minimum, the questions set forth on the Participant Exit Survey.
  - 6. The Grantee shall conduct the collection portion of its project on or before the completion date shown in Section 1.6 of the contract. Failure to do so may result in termination of this agreement.
  - 7. The Grantee shall allow the Department to have access to and conduct any monitoring of the Project deemed necessary by the Department to ensure its compliance with the terms of the contract and with state and federal statutes and regulations.

**EXHIBIT B**  
**Method of Payment**

1. The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this contract and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, and storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes for compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Wm 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent. However, the payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim or cause of action related to the performance of this agreement or the enforcement of all applicable state or federal laws.
2. Upon fulfillment of the terms and conditions of this contract, including all of the conditions of a successful completion of the Project, the Department shall pay to the Grantee Grant Monies in the amount not to exceed **\$4,287**. This amount is based on a rate of **\$0.16625 per capita** and on a population base of **25,787** to be made to the Grantee within 30 days of either the Department's receipt of the Grantee to be served by this Project. However, in no case shall the Department pay more than fifty percent (50%) of the total costs of the Project. Payment shall be made to the Grantee within 30 days of either the Department's receipt of the Grantee's invoice or the Department's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Nonreimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Wm 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's awarding of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.
7. The Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301-6509.

**EXHIBIT C**  
**Special Provisions**

1. The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
  
2. Paragraph 15 of the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

**Certificate of Authorization, City of Portsmouth, New Hampshire**

I Kelli Barnaby, City Clerk for the City of Portsmouth, New Hampshire am responsible for keeping City records. I do hereby certify that:

At the regular City Council meeting held on November 19, 2018, the City Council voted to accept Household Hazardous Wastes Collection grant funds and to enter into a grant contract with the NH Department of Environmental Services. The City Council further authorized the City Manager to execute any documents which may be necessary for this grant contract.

This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

The following person has been appointed to and now remains in the office indicated above:  
John P Bohenko, City Manager.

**IN WITNESS THEREOF**, I have hereunto set my hand as the City Clerk of Portsmouth, New Hampshire, on

this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kelli Barnaby, City Clerk (seal)

**STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_  
(Notary Justice/Justice of the Peace)

personally appeared Kelli Barnaby who acknowledged herself to be the City Clerk of Portsmouth, New Hampshire, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

**IN WITNESS THEREOF**, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace) (seal)

**PORTSMOUTH POLICE DEPARTMENT**

**MEMORANDUM**

RECEIVED

**OCT 29 2018**

DATE: OCTOBER 24<sup>TH</sup>, 2018  
TO: JOHN P. BOHENKO, CITY MANAGER  
FROM: JOSEPH ONOSKO, PORTSMOUTH POLICE COMMISSION  
ROBERT M. MERNER, CHIEF OF POLICE  
RE: GRANT AND DONATIONS

**CITY MANAGER  
PORTSMOUTH, NH**

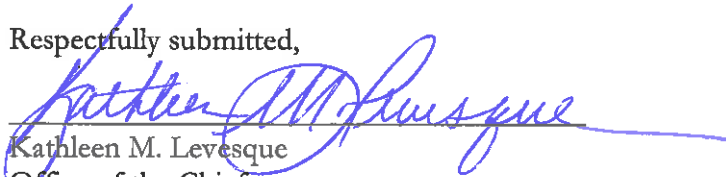
At the October 23<sup>rd</sup>, 2018 Police Commission meeting, the Board of Police Commissioners approved and accepted the following grants and donations:

- a. Bulletproof Vest Grant – A grant in the amount of \$5,817.50 has been received from the Bureau of Justice Assistance under the FY 2018 Bulletproof Vest Partnership. Under this partnership, the Bureau of Justice Assistance provides matching grant dollars of 50% of the cost to replace aged bulletproof vests for Portsmouth officers
- b. FY 2018 Internet Crimes Against Children Task Force Funding Grant – A grant in the amount of \$274,854 has been received from the US Department of Justice. This grant funds the New Hampshire Internet Crimes Against Children (ICAC) Task Force for the 2018 Federal Fiscal Year. The Portsmouth Police Department is the Headquarters for the New Hampshire ICAC Task Force. These grant monies will be distributed by the ICAC Commander to our task forces throughout the state
- c. Highway Safety Grants – Multiple Grants from the New Hampshire Department of Safety totaling \$31,930 distributed, as shown below, have been awarded to the Portsmouth Police Department:
  - i. STEP Patrols \$9,286.
  - ii. Operation Safe Commute \$2,971.
  - iii. Join the NH Clique \$ 440.
  - iv. Distracted Driving \$6,380.
  - v. Pedestrian Bicycle \$5,115.
  - vi. DWI Patrols \$7,738.Total Amount Awarded: \$31,930.
- d. A donation in the amount of \$4,000 from Lonza Biologics Corporation to help the Portsmouth Police Training Department, given in appreciation for the extensive active-shooter response training provided to nearly a thousand Lonza employees.



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 item be placed on the City Council meeting agenda for the October 1<sup>st</sup>, 2018 regular City Council meeting.

Respectfully submitted,



Kathleen M. Levesque  
Office of the Chief

Attachments: Award Notice of Prospective Award

copies: Board of Police Commissioners  
Finance Director Judie Belanger

Admin. Mgr. Karen Senecal  
Business Asst. Tammie Perez

## Karen Senecal

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**From:** BVP Email Account <ojp@public.govdelivery.com>  
**Sent:** Wednesday, October 03, 2018 11:59 AM  
**To:** Karen Senecal  
**Subject:** Bulletproof Vest Partnership 2018 Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2018 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2018 BVP awards is available at: <https://ojp.gov/bvpbasi/>. *See Attached.*

The FY 2018 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2018. The deadline to request payments from the FY 2018 award is August 31, 2020, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx>

Stab Resistant Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx>

As a reminder, all jurisdictions that applied for FY 2018 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <https://ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://ojp.gov/bvpbasi/bvpprogramresources.htm>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team  
Bureau of Justice Assistance

This email was sent to [ksenecal@cityofportsmouth.com](mailto:ksenecal@cityofportsmouth.com) using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

	<b>Totals for NE(30 Jurisdictions):</b>	<b>\$92,996.94</b>
NH	BARRINGTON TOWN	\$1,207.50
NH	BARTLETT TOWN	\$727.50
NH	BEDFORD TOWN	\$2,960.00
NH	BRENTWOOD TOWN	\$1,685.20
NH	CESHIRE COUNTY	\$2,155.50
NH	CHESTER TOWN	\$800.00
NH	CLAREMONT CITY	\$2,800.00
NH	CONCORD CITY	\$7,000.00
NH	CONWAY TOWN	\$4,878.00
NH	DEERING TOWN	\$895.00
NH	DOVER CITY	\$2,840.32
NH	DUNBARTON TOWN	\$900.00
NH	EPSOM TOWN	\$2,250.00
NH	EXETER TOWN	\$1,721.23
NH	FARMINGTON TOWN	\$3,573.24
NH	GILFORD TOWN	\$2,012.50
NH	GOFFSTOWN TOWN	\$3,550.00
NH	GRAFTON COUNTY	\$1,087.50
NH	HAMPTON FALLS TOWN	\$1,590.00
NH	HANOVER TOWN	\$2,600.00
NH	HENNIKER TOWN	\$1,276.00
NH	HOOKSETT TOWN	\$3,577.50
NH	KEENE CITY	\$3,492.50
NH	LACONIA CITY	\$2,791.24
NH	LEBANON CITY	\$4,200.00
NH	LEE TOWN	\$1,993.50
NH	LONDONDERRY TOWN	\$5,600.00
NH	LYNDEBOROUGH TOWN	\$1,650.00
NH	MASON TOWN	\$1,600.00
NH	MERRIMACK TOWN	\$6,332.50
NH	MILFORD TOWN	\$2,557.50
NH	MONT VERNON TOWN	\$765.00
NH	MOULTONBOROUGH TOWN	\$1,500.00
NH	NASHUA CITY	\$14,332.50
NH	NORTH HAMPTON TOWN	\$4,257.50
NH	PORTSMOUTH CITY	\$5,817.50
NH	RINDGE TOWN	\$1,198.50
NH	ROCHESTER CITY	\$12,214.00
NH	SALEM TOWN	\$4,565.00
NH	SANDOWN TOWN	\$2,125.00
NH	SOMERSWORTH CITY	\$1,020.00
NH	SPRINGFIELD TOWN	\$800.00
NH	SWANZEY TOWN	\$1,570.00
NH	THORNTON TOWN	\$979.50
NH	WAKEFIELD TOWN	\$1,000.00
NH	WINDHAM TOWN	\$3,300.00

\*



# APPLICATION DETAILS

**1. Agency Profile**

**2. Application**

**3. Payment**

Participant PORTSMOUTH CITY

**4. Status**

Fiscal Year 2018

**5. Personal Information**

Number of Agencies Applied 0

**Help**

Total Number of Officers for Application 93

*\*66 FT officer positions budgeted  
\*27 Aux slots budgeted*

JUR: PORTSMOUTH CITY, NH

Number of Officers on Approved Applications 93\*

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)

Fiscal Year 2018

Vest Replacement Cycle 5

Number of Officers 93\*

Number of Stolen or Damaged Emergency Replacement Needs 0

Number of Officer Turnover 0

NJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
AXII	13	\$895.00	\$11,635.00	\$0.00	\$11,635.00
<b>Grand Totals</b>	<b>13</b>		<b>\$11,635.00</b>	<b>\$0.00</b>	<b>\$11,635.00</b>

*Full Cost*

*50% 6mm  
5817.50*



U.S. Department of Justice

Office of Justice Programs

Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION		Grant Number: 2018-MC-FX-K057
Name & Address of Recipient:	City Of Portsmouth 1 Junkins Ave	
City, State & ZIP:	Portsmouth, New Hampshire 03801-4554	
Recipient Project Director/Contact:	Robert Merner Chief Of Police	
Phone:	(603) 610-7432	
Title of Program:	FY 18 Internet Crimes Against Children Task Force Invited Applicants	
Title of Project:	FY 18 Internet Crimes Against Children Task Force Invited Applicants	
Amount of Award:	\$ 274,854	Date of Award: 09/26/2018
Awarding Agency:	Office of Juvenile Justice and Delinquency Prevention Tenzing Lahdon	
Supplement:	No	
Statutory Authority for Program:	FY18(OJJDP- MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423	
Impact/Focus:	State	CFDA Number: 16.543
Project Description:	<p>The National Internet Crimes Against Children (ICAC) Task Force Program, consists of state and local law enforcement task forces dedicated to developing effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. Each State and local task force that is part of the national program shall: 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resources of such task force; 6) establish or adopt investigative and prosecution standards consistent with established norms, to which such task force shall comply; 7) investigate, and seek prosecution on tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System, the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate the possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence for ICAC task force lead agencies and affiliate agencies; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and, 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes</p>	



**U.S. Department of Justice**

**Office of Justice Programs**

**Office of Communications**

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*Washington, D.C. 20531*

against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Portsmouth Police Department (PD) will continue its efforts to provide an effective statewide response to technology-facilitated crimes against children in the State of New Hampshire (NH). This funding will be used to support salaries and benefits of Portsmouth PD employees tasked with duties related to the administration and implementation of the Internet Crimes Against Children (ICAC) Task Force program within the State of New Hampshire. The NH ICAC Task Force Commander position will be funded on a full time basis and is responsible for coordinating and managing NH ICAC activities and oversight of affiliate agencies. In addition, grant funds will partially support a Portsmouth PD detective responsible for ICAC investigations and forensic examinations and also support computer forensic training and certification for the detective. The Portsmouth PD will also provide overtime reimbursement for costs incurred by five+ affiliate agencies to conduct ICAC operations, investigations, prosecutions and provide for increased educational/public internet safety presentations. Other investigative costs such as internet access, software licenses and training registration fees will also be supported. CA/CF.

For more information about this grant, contact the Office of Justice Program's Office of Communications at (202) 307-0703.



U.S. Department of Justice

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2018

Chief Robert Merner  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

Dear Chief Merner:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Internet Crimes Against Children Task Force Invited Applicants in the amount of \$274,854 for City of Portsmouth.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

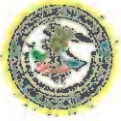
- Program Questions, Tenzing Lahdon, Program Manager at (202) 598-6500; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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### OCR Letter to All Recipients

September 26, 2018

Chief Robert Merner  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

Dear Chief Merner:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

*RAM*  
*10-11-18*



### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, *Partnerships with Faith-Based and Other Neighborhood Organizations*, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

RMM  
10-11-18

### Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### Ensuring the Compliance of Subrecipients

SAA's must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAA's must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

RMM  
10-11-18

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



**U.S. Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention**

**Cooperative Agreement**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Portsmouth 1 Junkins Ave Portsmouth, NH 03801-4554		4. AWARD NUMBER: 2018-MC-FX-K057	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2019	
		6. AWARD DATE 09/26/2018	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 026000715	8. SUPPLEMENT NUMBER 00		Initial
2b. GRANTEE DUNS NO. 073976706	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE New Hampshire Internet Crimes Against Children (ICAC) Task Force Program	10. AMOUNT OF THIS AWARD		\$ 274,854
	11. TOTAL AWARD		\$ 274,854
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(OJDP - MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.543 - Missing Children's Assistance			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Robert Memer Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-11-18
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F MC 70 00 00 274854		21. TMCTGT0188	



U.S. Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 13

PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

RMM  
10-11-18



PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after— (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

RMM  
10-11-18



PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)– 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

29. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.

30. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

31. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

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32. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

33. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

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36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
38. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
39. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
40. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
  - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.

*RAM*  
*10-11-18*





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41. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:
- "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
- The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
43. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.
44. The recipient agrees to designate one of the regional task forces as its representative to the ICAC Task Force Advisory Board. This designation must be in writing and forwarded to OJJDP for approval within ninety days of award.
45. Withholding of funds: Disclosure of lobbying
- The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.
46. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.
47. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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10-11-18



U.S. Department of Justice  
Office of Justice Programs  
*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Lou Ann Holland, OJJDP NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Portsmouth

This award is made as part of the Internet Crimes Against Children Task Force Program. Awards under this program will be used to support State and local law enforcement agencies to maintain and expand State and regional task forces to address technology-facilitated child exploitation. None of the following activities will be conducted either under this award or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

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10-11-18





U.S. Department of Justice  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY  
Cooperative Agreement**

PROJECT NUMBER  
2018-MC-FX-K057

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This project is supported under FY18(OJJDP - MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423

1. STAFF CONTACT (Name & telephone number)  
Tenzing Laddon  
(202) 598-6500

2. PROJECT DIRECTOR (Name, address & telephone number)  
John Peracchi  
Detective Sergeant  
1 Junkins Ave  
Portsmouth, NH 03801-4554  
(603) 610-7432 ext.401

3a. TITLE OF THE PROGRAM  
OJJDP FY 18 Internet Crimes Against Children Task Force Invited Applicants

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT  
New Hampshire Internet Crimes Against Children (ICAC) Task Force Program

5. NAME & ADDRESS OF GRANTEE  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

6. NAME & ADDRESS OF SUBGRANTEE  
*(NO subgrantee's)*

7. PROGRAM PERIOD  
FROM: 10/01/2018 TO: 09/30/2019

8. BUDGET PERIOD  
FROM: 10/01/2018 TO: 09/30/2019

9. AMOUNT OF AWARD  
\$ 274,854

10. DATE OF AWARD  
09/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The National Internet Crimes Against Children (ICAC) Task Force Program, consists of state and local law enforcement task forces dedicated to developing effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. Each State and local task force that is part of the national program shall: 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resources of such task force; 6) establish or adopt investigative and

*RMM*  
*10-11-18*

prosecution standards consistent with established norms, to which such task force shall comply; 7) investigate, and seek prosecution on tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System, the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate the possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence for ICAC task force lead agencies and affiliate agencies; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and, 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Portsmouth Police Department (PD) will continue its efforts to provide an effective statewide response to technology-facilitated crimes against children in the State of New Hampshire (NH). This funding will be used to support salaries and benefits of Portsmouth PD employees tasked with duties related to the administration and implementation of the Internet Crimes Against Children (ICAC) Task Force program within the State of New Hampshire. The NH ICAC Task Force Commander position will be funded on a full time basis and is responsible for coordinating and managing NH ICAC activities and oversight of affiliate agencies. In addition, grant funds will partially support a Portsmouth PD detective responsible for ICAC investigations and forensic examinations and also support computer forensic training and certification for the detective. The Portsmouth PD will also provide overtime reimbursement for costs incurred by five affiliate agencies to conduct ICAC operations, investigations, prosecutions and provide for increased educational/public internet safety presentations. Other investigative costs such as internet access, software licenses and training registration fees will also be supported. CA/CF.

RMM

10-11-18

**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT**

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

**Grant Agreement Title: Portsmouth Highway Safety Grant**

**Grant Agreement #: 19-155**

**Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, 2 <sup>nd</sup> Floor Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Portsmouth Police Department		<b>1.4. Subrecipient Address</b> 3 Junkins Avenue Portsmouth, NH 03801	
Chief's Email Address: dmara@cityofportsmouth.com		Grant Contact Email: ksenecal@cityofportsmouth.com	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City</b>		<b>1.4.2 DUNS</b> 073976706	
<b>1.5. Subrecipient Phone #</b> 610-7457	<b>1.6. Effective Date</b> 10/01/18	<b>1.7. Completion Date</b> 09/30/19	<b>1.8. Grant Limitation</b> \$31,930.00
<b>1.9. Grant Officer for State Agency</b> Jeffrey Landi		<b>1.10. State Agency Telephone Number</b> 271-6709	
<b>"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."</b>			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Robert ... f of Police	
<b>Subrecipient Signature 2</b>		<b>Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment: State officer, personally appeared person(s) whose name is signed indicated in block 1.12.</b>		_____, on / / , before the undersigned _____, known to me (or satisfactorily proven) to be the _____, acknowledged that he/she executed this document in the capacity _____	
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On: / /	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By: _____		On: / /	

**Signatures completed after accepted by PC & CC**

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of services attached hereto as EXHIBIT A (the scope of services 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 1.6 ("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.
4. **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 intent 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.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Match Requirement
STEP PATROLS	\$9,286.00	\$9,286.00	N/A	N/A	\$2,321.50
OPERATION SAFE COMMUTE	\$2,971.00	\$2,971.00	N/A	N/A	\$742.75
JOIN THE NH CLIQUE	\$440.00	\$440.00	N/A	N/A	\$110.00
DISTRACTED DRIVING	\$6,380.00	\$6,380.00	N/A	N/A	\$1,595.00
PEDESTRIAN BICYCLE	\$5,115.00	\$5,115.00	N/A	N/A	\$1,278.75
DWI PATROLS & MOBILIZATIONS	\$7,738.00	\$7,738.00	N/A	N/A	\$1,934.50
E-Crash (MDT's)	N/A	N/A	N/A	N/A	N/A
E-Crash (Printers, Scanners, Receivers)	N/A	N/A	N/A	N/A	N/A
Speed Enforcement Data Collection Equipment	N/A	N/A	N/A	N/A	N/A
Total Approved Costs (Include Non-Federal Share)	\$31,930.00	\$31,930.00	N/A	N/A	\$7,982.50

**EXHIBIT A**

**Scope of Services for Highway Safety Grants**

**NH Office of Highway Safety Grant-Funded Patrol Mission Statement**

***It is the mission of the Office of Highway Safety, under the direction of the Governor and the Commissioner of Safety, in partnership with New Hampshire law enforcement to save lives and reduce injuries on New Hampshire roads.***

**As part of the effort to achieve this mission, officers assigned to grant-funded overtime patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.**

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# Exhibit A.1

## Join NH the Clique Enforcement Patrols

This Statewide enforcement campaign involves the participation of New Hampshire law enforcement agencies that will be conducting patrols during the same days to encourage and inform all motor vehicle operators and their occupants the importance of wearing a seatbelt. Occupants of a motor vehicle involved in a crash are 50% more likely to survive a crash if they are wearing a seat belt. **In 2017, 57.5% motor vehicle occupants that were victims of the fatal crash were not wearing seatbelts.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce seat belt unrestrained crashes in their community by 10%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce unrestrained seat belt crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- Join the NH Clique patrols must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers up to the age of 18 are known to frequent.
- This seatbelt enforcement initiative shall be conducted:

**Monday, May 13 through Sunday, June 2, 2019- \*\*At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

***Note: Please e-mail Captain William Haynes and your Field Representative in advance if a patrol will not be conducted.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



## Exhibit A.2

### Sustained Traffic Enforcement Patrols (STEP)

This law enforcement effort focuses on addressing highway safety issues within your community that is supported by local data (i.e. speeding, red light running, etc.), that indicates contributing causes of roadway crashes, severity of injuries, and fatalities. **In 2017, speed played a role in 26.5% percent of New Hampshire's 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- STEP patrols shall be conducted during commuting hours and be 3-4 hours in length.
- OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Operation Safe Commute Enforcement

This statewide enforcement campaign involves the participation of New Hampshire law enforcement agencies that will be conducting patrols on the same days and times to encourage all motor vehicle operators to focus on operating their vehicles safely. **In 2017, New Hampshire had 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- During the Operation Safe Commute Campaign, it is **required** that at least one officer conduct 3-4 hour patrols during the following highlighted dates and times:

Friday October 5, 2018	1500-1900
Wednesday, November 21, 2018	1500-1900
Friday, December 21, 2018	0600-1000
Friday, January 18, 2019	0600-1000
Friday, February 15, 2019	1500-1900
Friday, March 29, 2019	1500-1900
Tuesday, April 16, 2019	0600-1000
Friday, May 24, 2019	1500-1900
Friday, June 14, 2019	1500-1900
Wednesday, July 3, 2019	1500-1900
Friday, August 2, 2019	0600-1000
Friday, August 30, 2019	1500-1900
Wednesday, September 11, 2019	0600-1000

***Note: Please e-mail Captain William Haynes and your Field Representative in advance if a patrol will not be conducted.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# Exhibit A.3

## Distracted Driving Enforcement

This is an enforcement effort designed to encourage all motor vehicle operators to focus their attention on the task of driving and operating their vehicles safely without being distracted. In New Hampshire many crashes have been caused by distraction and inattention with hand held mobile electronic devices contributing to many of these crashes. **In 2017, there were 7 Distracted/Inattention fatalities and 9,997 crashes with distraction listed as a contributing factor in New Hampshire.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- These distracted driving patrols shall be conducted in a 3-4 hour timeframe.
- OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact to enforce unsafe driving behavior.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**“U Drive. U Text. U Pay”**  
**National Enforcement Mobilization**

Law enforcement awarded Distracted Driving enforcement projects are required to participate in the National Highway Traffic Safety Administration (NHTSA) “U Drive. U Text. U Pay.” Mobilization.

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- This mobilization will focus on the apprehension of the distracted driver and adherence to all traffic laws. This mobilization is required to be conducted during the following time-frame:

*Monday, April 8, 2019 through Monday, April 15, 2019\*\*At least one 4 hour Distracted Driving enforcement effort must be conducted during this time-period\*\**

*Note: Please e-mail Captain William Haynes and your Field Representative in advance if mobilization effort will not be conducted.*

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# Exhibit A.4

## Pedestrian Bicycle Enforcement

Law enforcement agencies conducting PEDESTRIAN/BICYCLE enforcement patrols shall conduct these overtime patrols aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **In 2017, there were 12 pedestrian fatalities and 2 bicycle fatalities of the 102 victims.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce pedestrian bicycle serious bodily injury crashes in their community by 20%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- It is encouraged that Pedestrian Bicycle enforcement patrols be conducted in a 3-4 hour timeframe.
- To have the greatest impact, law enforcement agencies shall conduct these patrols at locations and during those times (i.e. summer months, evenings, downtown locations, commuting times, etc.) that their local crash data indicates there is an increased risk for this unsafe behavior.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# Exhibit A.5

## Impaired Driving Enforcement (DUI)

Primary emphasis will be placed on apprehending the impaired driver; however, adherence to all traffic laws shall be enforced. **In 2017, there were 49 alcohol and/or drug related fatal crashes which claimed 52 victims (51% of the 102 fatalities).**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- Law Enforcement awarded DUI enforcement grants are **required** to conduct the National Traffic Safety Administration (NHTSA) “*Buzzed Driving is Drunk Driving*” and “*Drive Sober or Get Pulled Over (DSGPO)*” Mobilizations (see “*Buzzed Driving is Drink Drunk Driving*” and “*Drive Sober or Get Pulled Over*” National Mobilizations below for details).
- OHS strongly encourages departments to review their local crash data to determine locations and times where grant-funded DUI Enforcement efforts would have the greatest impact.
- Grant funded DUI enforcement efforts should be conducted within the timeframe 1800-0300.

**Note: DUI Enforcement patrols including DUI Saturation patrols must be no more than 4 hours in duration.**

**Note: If approved by the NHOHS to conduct DUI Sobriety Checkpoints then duration must be 6 hours.**

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**“Drive Sober or Get Pulled Over”**  
**National Mobilizations**

Law Enforcement awarded DUI enforcement grants are required to conduct these efforts during the National Traffic Safety Administration (NHTSA) “*Drive Sober or Get Pulled Over (DSGPO)*” Mobilizations.

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:

- These mobilizations will focus on the apprehension of the impaired driver and adherence to all traffic laws and are required to be conducted during the following time-frames:

***“Drive Sober or Get Pulled Over” - Thursday, December 13, 2018 through Monday, December 31, 2018\*\*At least one 4 hour DUI enforcement effort must be conducted during this time-period\*\****

***“Drive Sober or Get Pulled Over” - Wednesday, August 14, 2019 through Monday, September 2, 2019 \*\*At least one 4 hour DUI enforcement effort must be conducted during this time-period\*\****

***Note: If approved by the NHOHS to conduct DUI Sobriety Checkpoints then these mobilizations shall be 6 hours in duration.***

***Note: Please e-mail Captain William Haynes and your Field Representative in advance if mobilization effort will not be conducted.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Exhibit A.6

### e-Crash Equipment

This project provides funding to law enforcement agencies to purchase eCrash equipment. *Law Enforcement agencies participating in this project must have the correct vendor and the necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash and agree to submit electronically to the Division of Motor Vehicles, the latest version of New Hampshire's crash report.*

Currently there are over 200 law enforcement agencies that have the necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash. It is the goal of the Office of Highway Safety to have all New Hampshire's law enforcement agencies submitting electronically to the Division of Motor Vehicles. This will allow for important crash data to identify where and why highway safety issues are occurring to quickly deploy resources to address these highway safety concerns ultimately saving more lives.

Performance measure for project:

***All law enforcement agencies shall provide, at the completion of this project their results and if the Highway Safety Performance Measure has been achieved and that 25% of crashes are being submitted electronically to the Department of Safety Division of Motor Vehicles. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roads in FFY2019.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



**Under this project law enforcement agencies may purchase the following e-Crash equipment:**

**Printer, Bar Code Scanner, GPS Receiver Equipment**

**Law Enforcement Agencies are required to comply by the following requirements before purchasing e-Crash (Printers, Scanners, Receivers) equipment:**

- NHOHS Final approval to purchase equipment
- Must have an approved vendor
- Must have the necessary IPSECC VPN connectivity
- E-Crash equipment cannot exceed the amount of \$1,000.00 per unit to include shipping.
- Only cruisers that are **primarily** (used 50% of the time for enforcement efforts) used for citation, crash enforcement and have connectivity to the state system will be considered eligible for this E-Crash equipment grant.

A **unit** includes the following e-crash equipment (cannot exceed the amount of \$1,000.00 per unit including shipping):

**Compatible Printer w/Mobile Adapter Kit  
Compatible Bar Code Scanner  
Compatible USB GPS Receiver**

**NOTE:** Additional paper or additional equipment purchased outside the scope of a “unit” will not be reimbursed.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**Mobile Data Terminal Equipment**

*Law Enforcement agencies participating in this project must have an approved vendor and necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash and agree to submit electronically to the Division of Motor Vehicles, the latest version of New Hampshire’s crash report.*

**Law Enforcement Agencies are required to comply by the following requirements before purchasing e crash (MDT) equipment:**

- NHOHS Final approval to purchase equipment
- Must have an approved vendor
- Must have the necessary IPSECC VPN connectivity
- Only cruisers that are **primarily (used 50% of the time for enforcement efforts)** used for citation, crash enforcement and have connectivity to the state system will be considered eligible for this E-Crash equipment grant.
- *Law enforcement agencies purchasing e Crash (MDT) equipment cannot exceed the dollar amount for each type of equipment (see below):*

**Laptop**

**OHS will reimburse 50% up to \$1,500 for a laptop.**

**DockingStation/Mounting Hardware/Stand**

**OHS will reimburse 50% up to \$500 for docking station/mounting hardware/stand**

**NOTE:** Does not include the purchase of equipment outside the scope of the above mentioned equipment.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## **Exhibit A.7**

### **Speed Enforcement Data Collection Equipment**

This project provides funding for law enforcement agencies to purchase speed enforcement equipment that has data collection capabilities to include radar trailers, display signs, and other data collection equipment.

*The NHOHS will reimburse law enforcement agencies 50% of the purchase price of speed enforcement equipment that has data collection capabilities.*

This equipment will help law enforcement agencies to identify problem areas and provide information to the motoring public of posted speed limits on roads traversing through New Hampshire communities to minimize the potential of speed related crashes and the resulting injuries, and fatalities.

**In 2017, speed played a role in 26.5% percent of New Hampshire's 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide at the completion of this project their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roads in FFY2019.*

**Law Enforcement Agencies are required to comply by the following requirements before purchasing speed enforcement data collection equipment:**

- Receive final approval from the NHOHS.
- Have an approved NHOHS Enforcement Grant.
- Provide documentation to the NHOHS that equipment to be purchased is Buy American Compliant.
- Provide documentation (i.e. a quote from the vendor, etc.) to the NHOHS that speed enforcement data collection equipment has the necessary software to collect data (i.e. speeds, time of day, day of week, number of vehicles, etc.) used in identifying roads where speeding is a problem.
- All data retrieved from the purchased speed enforcement data collection equipment must be submitted to the NHOHS quarterly.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Additional Grant Requirements/Recommendations

**\*\* If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to your NH Office of Highway Safety Field Representative and cc Commander, Captain William Haynes ([william.haynes@dos.nh.gov](mailto:william.haynes@dos.nh.gov)) to advise of the scheduling conflict and the agency shall be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

- Officers funded during these enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Departments will be reimbursed for actual hours worked.
- Enforcement Grants are for overtime enforcement only. Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Part-time officers will be reimbursed at their normal hourly rate of pay.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to “exempt employees”. This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- Departments must keep on file copies of summonses, documented stops/contacts, officers’ time schedules written under this grant program, and all other pertinent information. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

**Exhibit A (Continued)**

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the **Portsmouth Police Department** (hereinafter referred to as the Subrecipient) a Highway Safety Grant in the amount of **\$31,930.00**, as further described in the Subrecipient's applications, which is hereby incorporated by reference and made a part of this Grant Agreement. **In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement #19-155, including Exhibits B, C, and the provisions of Exhibit A (A.1 – A.7) excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Match Requirement
<b>STEP PATROLS</b>	<b>\$9,286.00</b>	<b>\$9,286.00</b>	N/A	N/A	<b>\$2,321.50</b>
<b>OPERATION SAFE COMMUTE</b>	<b>\$2,971.00</b>	<b>\$2,971.00</b>	N/A	N/A	<b>\$742.75</b>
<b>JOIN THE NH CLIQUE</b>	<b>\$440.00</b>	<b>\$440.00</b>	N/A	N/A	<b>\$110.00</b>
<b>DISTRACTED DRIVING</b>	<b>\$6,380.00</b>	<b>\$6,380.00</b>	N/A	N/A	<b>\$1,595.00</b>
<b>PEDESTRIAN BICYCLE</b>	<b>\$5,115.00</b>	<b>\$5,115.00</b>	N/A	N/A	<b>\$1,278.75</b>
<b>DWI PATROLS &amp; MOBILIZATIONS</b>	<b>\$7,738.00</b>	<b>\$7,738.00</b>	N/A	N/A	<b>\$1,934.50</b>
<b>E-Crash (MDT's)</b>	N/A	N/A	N/A	N/A	N/A
<b>E-Crash (Printers, Scanners, Receivers)</b>	N/A	N/A	N/A	N/A	N/A
<b>Speed Enforcement Data Collection Equipment</b>	N/A	N/A	N/A	N/A	N/A
<b>Total Approved Costs (Include Non-Federal Share)</b>	<b>\$31,930.00</b>	<b>\$31,930.00</b>	N/A	N/A	<b>\$7,982.50</b>

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
  
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

<b>FEDERAL BUDGET AND PERSONNEL DATA</b>		
	PSP & Task	
<b>STEP PATROLS</b> (see Scope of Services Exhibit A.2 for requirements)  FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0  CFDA:20.600	19-02-04	\$9,286.00
<b>OPERATION SAFE COMMUTE</b> (see Scope of Services Exhibit A.2 for requirements)  FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600	19-02-04	\$2,971.00
<b>JOIN THE NH CLIQUE</b> (see Scope of Services Exhibit A.1 for requirements)  FAST Act 402 FAIN Number (Subaward) : 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600	19-01-04	\$440.00
<b>DISTRACTED DRIVING</b> (see Scope of Services Exhibit A.3 for requirements)  FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600	19-04-04	\$6,380.00
<b>PEDESTRIAN BICYCLE</b> (see Scope of Services Exhibit A.4 for requirements)  FAST Act 405h FAIN Number (Subaward): 69A3751830000405hNH0 CFDA: 20.616	19-06-04	\$5,115.00

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



<p><b>DWI Enforcement &amp; Mobilizations</b> (see Scope of Services Exhibit A.5 for requirements)</p> <p>MAP 21 405d, FAST Act 405d, FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0, 18X920405dNH16, 18X920405dNH17, 69A3751830000405dNHL, 69A3751930000405dNHL</p> <p>CFDA: 20.616</p>	<p>19-07-04</p>	<p>\$7,738.00</p>
<p><b>E-Crash Equipment (MDT)</b> (5 MDT's x \$2,000.00 each) (see Scope of Services Exhibit A.6 for requirements)</p> <p>MAP 21 405c, FAST Act 405c FAIN Number (Subaward) r: 18X920405cNH16, 18X920405cNH17, 69A3751830000405cNH0, 69A3751930000405cNH0</p> <p>CFDA: 20.616</p>	<p>19-03-06</p>	<p>N/A</p>
<p><b>E-Crash Equipment (Printers/Scanners/Receivers)</b> (5 Printers, Scanners, Receivers/\$1,000.00 each unit) (see Scope of Services Exhibit A.6 for requirements)</p> <p>MAP 21 405c, FAST Act 405c FAIN Number (Subaward): 18X920405cNH16, 18X920405cNH17, 69A3751830000405cNH0, 69A3751930000405cNH0</p> <p>CFDA: 20.616</p>	<p>19-03-06</p>	<p>N/A</p>
<p><b>Speed Enforcement Data Collection Equipment</b> (see Scope of Services Exhibit A.7 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0</p> <p>CFDA:20.600</p>	<p>19-02-04</p>	<p>N/A</p>
<p><b>Total</b></p> <p>(Project Cost is 80% Federal Funds, 20% Applicant Share)</p>		<p>\$31,930.00</p>

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>Is This a Research and Development Project (Yes or No):</b> NO

**2. PAYMENT SCHEDULE**

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to **\$31,930.00**.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:
  - January 15<sup>th</sup> for October-December (Quarter 1)
  - April 15<sup>th</sup> for January-March (Quarter 2)
  - July 15<sup>th</sup> for April-June (Quarter 3)
  - October 15<sup>th</sup> for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review, a copy of the completed audit(s) to the State.
- g. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

EXHIBIT C

Special Provisions

**U.S. Department of Transportation/NHTSA Grant Conditions:**

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA’s Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

- **Federal Funding Accountability & Transparency Act (FFATA)**. *Data Universal Numbering System (DUNS) Numbers Requirement*. As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)**  
**NONDISCRIMINATION**  
**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**  
***Instructions for Primary Tier Participant Certification (States)***

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgement*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originates.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transactions that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

**PROHIBITION ON USING GRANT FUNDS  
TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Policy on Seat Belt Use**

In accordance with the Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employees, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**Policy on Banning Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**Office of Management and Budget Grant Conditions:**

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds** : 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
  
- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
    - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
  
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR 200 subpart E

**II. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

Chief Robert Merner  
Portsmouth Police Department  
3 Junkins Ave.  
Portsmouth, NH 03801

Lonza Biologics Inc.  
101 International Drive  
USA-Portsmouth, NH 03801  
USA  
+ 1 603 610 4500  
eric.snyder@lonza.com

RECEIVED  
OCT 26 2018

Portsmouth NH, 22 October 2018

## Portsmouth Police Training

Dear Chief Merner,

We are writing to express our sincere appreciation to the Portsmouth Police Department for their presentation of Active Shooter training to the employees of the Lonza Portsmouth site.

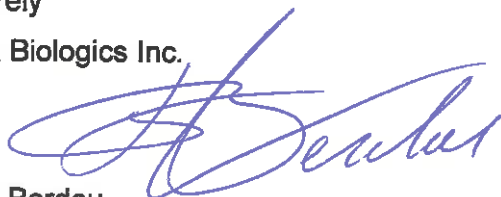
The Portsmouth Police Force did an outstanding job of presenting this important, but difficult topic in 20 training sessions during July and August of 2018. Sessions were delivered with a high level of skill and professionalism to over 1,000 employees, customers, and contractors. We want to especially note the excellent presentation skills and enthusiasm of the officers involved:

Detective Rochelle Navelski  
Training Officer Eric Benson  
Officer Bill Werner  
Officer Kevin McCarthy  
Detective Rob Munson  
Lieutenant Eric Kinsman

Lonza Biologics Corporation is willing to give a monetary donation by check to help the Portsmouth Police Training department to use the same in purchasing electronics equipment or for their facilities needs to help them to reach more areas in the community. We are so grateful for the wonderful job that the Police Instructors did at Lonza in sharing the valuable information of the Active Shooter training to all our employees.

Sincerely

Lonza Biologics Inc.



Herve Berdou  
Site Head

Cc: John Bohenko, City Manager

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# M E M O R A N D U M

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**TO:** John Bohenko, City Manager

**FROM:** Juliet T. H. Walker, Planning Director *JTW*

**DATE:** October 24, 2018

**RE:** City Council Referral – Projecting Sign  
Address: 46 State Street  
Business Name: Regina Piantedosi  
Business Owner: Regina Piantedosi

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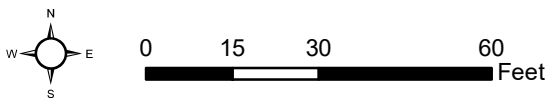
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 32" x 29"  
Sign area: sq. ft. 6.4

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

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





**Request for license  
46 State Street**







October 9, 2018

Portsmouth City Council  
1 Junkins Ave  
Portsmouth, NH 03801

Dear Sirs,

Please accept this letter as a request to once again hold the Eastern States 20 Mile Road Race, scheduled for Sunday, March 24, 2019. I have successfully held this race the past 24 years and look forward to doing do again this year. I hope you will grant a permit, as you have done in each of the last 23 years.

I have worked in concert with the City of Portsmouth Police Department and will contact them again about securing police detail for all intersections that the runners pass through. The race is expected to have a few hundred runners, and since The Traip Academy School is the start, all runners will move through Portsmouth very quickly.

Thank you very much for your cooperation in this matter. I hope to hear from you soon.

Sincerely,

Donald Allison  
Eastern States 20 Mile  
4332 Avalon Dr  
Sharon, MA 02067  
617-835-2378



To Portsmouth City Council:

I am requesting to hold the fourth annual Race To Educate on Sunday, May 26, 2019 at 12:30pm. All proceeds from the race will benefit the organization, Education For All Children (EFAC). I have held this race for three years, both years being a success, raising over \$18,000.

My goal is to have about 150-200 participants at the triathlon. It will be a 'fun' triathlon for children and families. I have gotten permission from Mr. Wilson to use the Portsmouth Indoor Pool and to hold the run in the trails behind Portsmouth High School. Ideally, for the bike ride, I would like to hold a 7.5-mile bike ride through Portsmouth, New Castle, and Rye.

I understand I need permission from the City Council and if granted the permission I will work with the police department and the other towns (New Castle and Rye) to ensure it's a safe event.

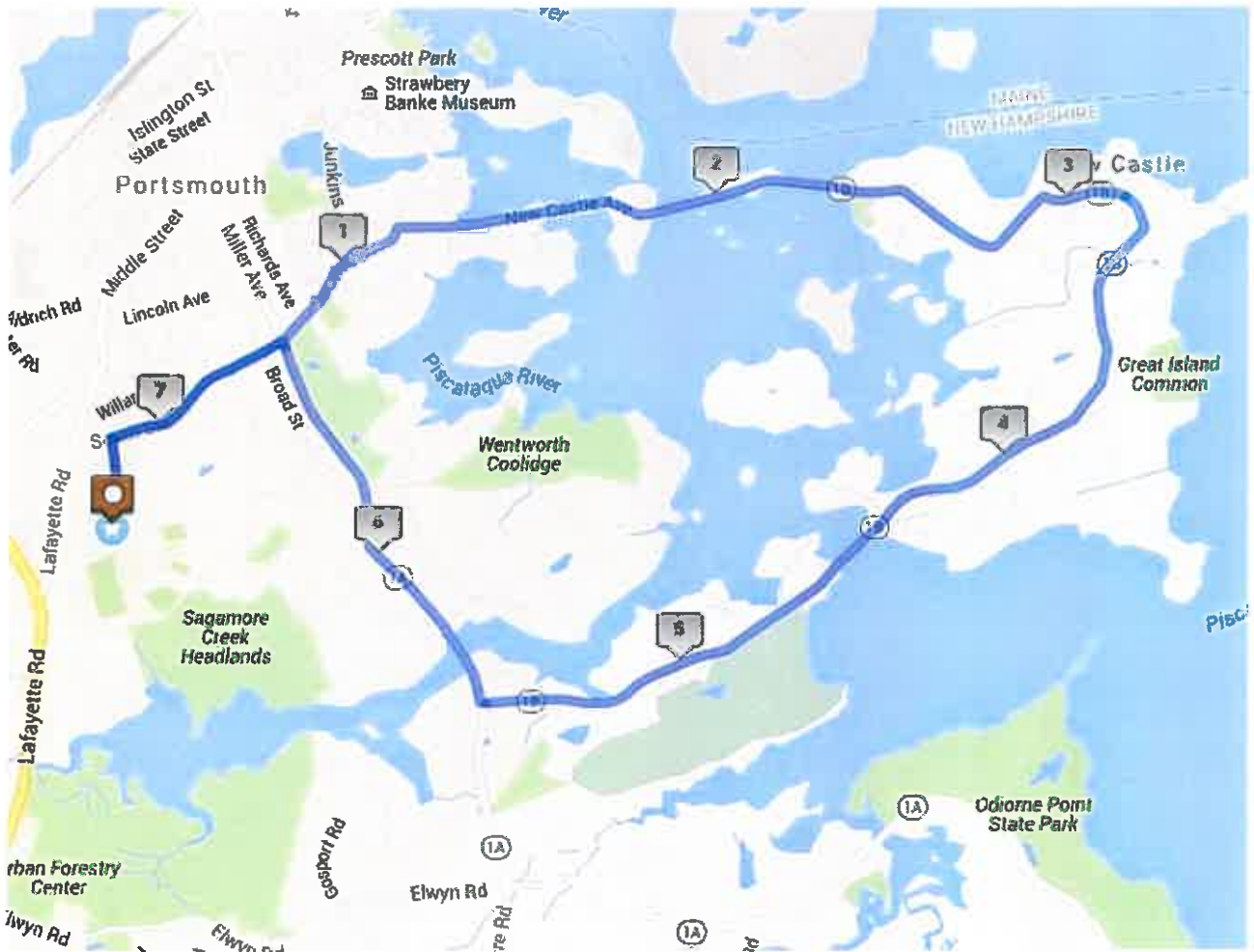
Please call me with question. Lilia Potter-Schwartz, (603) 548-8898.

### About EFAC

The organization, Education For All Children (EFAC), sponsors children in Kenya so they are able to attend secondary school. This organization was founded by Rye, New Hampshire residents, Nancy and Rod Van Sciver. EFAC is currently helping over 400 Kenyan students by sponsoring them through secondary school and university, as only 40% of children in Kenya are able to attend secondary school (high school). EFAC is helping to raise this number. One hundred percent of EFAC graduates have scored at the qualifying level for a post-secondary degree, compared to 28 percent nationally. With proceeds from the past three triathlons, I have had the opportunity to sponsor five young women named Cecilia, Sadia, and Scholastica, Loise, and Gelshap. These five young women are from modest families who struggle to pay rent and put food on the table. They are now doing well in secondary school and hope to attend university upon completion of secondary school. Hopefully, with your help along with many others, I will be able to sponsor another two young, Kenyan students this year, so they also have the opportunity to attend secondary school.

**Swim:** Portsmouth Indoor Pool

**Bike Ride:**



**Run:** In trails behind high school



National  
Multiple Sclerosis  
Society  
Greater  
New England  
Chapter

RECEIVED

OCT 22 2018

CITY MANAGER  
PORTSMOUTH, NH

October 17, 2018

Mr. John P. Bohenko  
City Manager  
One Junkins Avenue  
Portsmouth, NH 03801

Dear Mr. Bohenko,

On behalf of the National Multiple Sclerosis Society, I would like to extend our deep gratitude for the continuous support Portsmouth has shown throughout the years for the annual Walk MS.

I have begun planning for the 2019 Walk MS: Portsmouth. This year's date is set for Saturday, April 13<sup>th</sup> from 10:00am until 2:00pm. I would like to request permission to host the walk on this day. 400 participants are expected to take part in this annual event. The walk is 3 miles, with the start and finish at the Little Harbour School. I have enclosed the route for your review.

The money raised will be used to advance our support of national research and to support local programming for the nearly 21,000 people within Maine, Massachusetts, Rhode Island, New Hampshire and Vermont who are affected by multiple sclerosis. The Greater New England Chapter prides itself on our many comprehensive local programs that improve the quality of life for people with MS and their families.

I thank you in advance for your support and please feel free to contact me at 781.693.5154 with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Emily Christian".

Emily Christian  
Logistics Manager  
[Emily.christian@nmss.org](mailto:Emily.christian@nmss.org)



**Walk MS: Portsmouth 3mi (2.890 miles)**



Map Data © OpenStreetMap Contributors

**ROUTE DIRECTIONS**

No	Miles	Turn	Directions
----	-------	------	------------

No	Miles	Turn	Directions
1	0.000		Start on Little Harbour School <b>START/FINISH</b>
2	0.193	→	Turn right onto South Street
3	0.346	←	Turn left onto Junkins Avenue
4	0.734	↖	Turn left onto Pleasant Street, NH 1B
5	0.837	→	Turn right onto State Street, US 1
6	1.015		Keep right onto State Street
7	1.176		Keep right onto Daniel Street, US 1
8	1.356	←	Turn left onto Pleasant Street
9	1.444	←	Turn left onto Court Street
10	1.692	→	Turn left
11	1.699		Turn left onto Court Street
12	1.701	→	Turn right onto Marcy Street
13	1.718		Rest Stop- Strawberry Banke <b>Rest Stop</b>
14	2.011	↖	Turn slight left onto Marcy Street, NH 1B
15	2.235	↘	Turn sharp right onto New Castle Avenue
16	2.243	→	Turn slight right onto New Castle Avenue
17	2.394	↖	Turn left onto South Street
18	2.633	←	Turn left onto Clough Drive
19	2.883		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-8454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979  WALTH	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td>20669</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : ACE Property and Casualty Insurance Company	20669	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> NATIONAL MULTIPLE SCLEROSIS SOCIETY GREATER NEW ENGLAND CHAPTER 101A FIRST AVENUE SUITE 6 WALTHAM, MA 02451															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-003899637-17                      **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			3583-33-49	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7353-02-37	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			M00552835 007	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71763467	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THE CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED EXCLUDING WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF PORTSMOUTH 1 JUNKINS AVENUE PORTSMOUTH, NH 03801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CITY COUNCIL E-MAILS

October 16, 2018 – November 15, 2018 (9:00 a.m.)

NOVEMBER 19, 2018 CITY COUNCIL MEETING

Below is the result of your feedback form. It was submitted by Tristan Law ([tristanklaw@gmail.com](mailto:tristanklaw@gmail.com)) on Tuesday, October 16, 2018 at 10:56:06

-----  
address: 55 Atkinson Street

comments: Greetings esteemed counselors.

A few weeks ago I took a bike ride around town. It wasn't great. Streets clogged with traffic, angry, impatient drivers, roads in disrepair, it made me, a lifelong and experienced rider say "fuck it" after half an hour. I felt unwelcome on the road, and more importantly, unsafe.

As we do in 2018, I took to social media to state my displeasure. I found a sign that said "Portsmouth is Bike Friendly" snapped a photo, captioned it with 'FALSE' and shared away.

Today I'd like to retract my statement.

See, I've recently had the pleasure of cruising along the newly appointed bike lanes along Middle Street, and it is bitchin.' Wide and well-marked, they create a safe lane for bikers as well as decent separation from vehicular traffic. Whereas cars used to whip along like it was the Autobahn, now they hew closer to the speed limit, or even slower. If anyone needs of an example of municipal government having a positive effect upon it's citizenry, I will tell them to look no further than the bike lanes on Middle Street.

What I realized is that it's not that Portsmouth isn't friendly towards bikes, in fact, much the opposite. It's that we as society have become so enamored and dependent upon our personal vehicles that we dedicate an unreasonable amount of space and resources towards making a place for them, be it in motion or still. And any encroachment upon this space is met with a resistance. You can throw up 'share the road' signs until you're blue in the face, the only way we're going to make safe space for our riders is to physically create it. As with any change, there will be resistance at first but people will get used to it. We have a long way to go, but the lanes on Middle Street is a wonderful and definitive step.

Thank you as always to your commitment and dedication.

Your impressed resident,

Tristan K Law

includeInRecords: on

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Below is the result of your feedback form. It was submitted by Erik Anderson ([andy42152@aol.com](mailto:andy42152@aol.com)) on Wednesday, October 17, 2018 at 08:23:38

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address: 38 Georges Terrace

comments: Dear Councilors

Although I attended the public dialogue session of the last council to express my comments on forgoing / deferring PPAF's lease arrangements for 2018 I would want to re-confirm my comments through this message.

- 1) While exercising a clause of their lease agreement w/ the city to defer the \$20,000 payment (a very onerous condition for PPAF) there must be some perspective to the request.
- 2) If the information recently published in the paper is correct 13% (202,000) of revenue was lost during this past season due to inclement weather conditions. I believe this would equate to a calculation that PPAF has revenues of \$1,553,846 which escalates the non-profit organization well beyond its humble beginnings 44 years ago..
- 3) The \$20,000 payment to the city would equate to 1.28% of its revenues and the deferred payment is unknown to be interest free.
- 4) While it might be assumed that all vendors, employees, etc. have been paid, except the city, it is to be noted that past publications of news articles stated that 6 digit salaries plus booking commissions to PPAF employees are part of its expenses.
- 5) The request for deferring payment was left to the city manager's discretion and according to the "meeting binder" was only requested by a letter to the city from PPAF. Question - Was this request accompanied by a more definitive accounting document that the city manager could verify / formulate his decision? It was noted in the news article on the issue that "retained earnings" of PPAF allowed it to absorb this years revenue loss (\$202,000) which is impressive for any organization / business. of this category.
- 6) Question - What would the city have absorbed and what will the city in the future have to absorb in the physical condition of the park if the projected permanent stage allows events to be conducted in inclement conditions? Surely a gem as Prescott Park is to the city should not allow its deterioration at the monetary benefit to PPAF. Inclement weather appears to be a "downside" to PPAF's operation and even w/ stage improvements would that quell the revenue loss if attendance is minimal as a result of inclement weather?
- 7) Should the city have a mechanism that would decide if an inclement weather event be allowed if PPAF wants to proceed to the detriment of the potential physical conditions of the park?

While this issue is not of magnificent proportion to other concerns / issues of the city it would be noted that the council might have not taken into consideration some of the circumstances expressed here for an opinion. There might be concern in the future that the city might have to contend with. If anything might be read "between the lines" of this matter is that PPAF could possibly be trying to manipulate the city to accelerate its schedule on park improvements and any permanent stage considerations to address their revenue loss.

Please excuse the length of this message but I feel there are details to be accounted for w/ city council expression on the matter.

Respectfully with thanks to your time and any reply if warranted.

Erik Anderson

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Jacob Allen ([jacoballen1606@gmail.com](mailto:jacoballen1606@gmail.com)) on Wednesday, October 17, 2018 at 11:11:24

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address: 81 Grove Road, Rye, NH 03870

comments: Thank you so much for installing the bike path on Middle Road. As a Portsmouth High School student, it's such a great addition to the city. I feel much better driving on Middle Road knowing that bikers have their own lane, and I'm looking forward to trying it out on a bike some day after school. Thank you for working so hard to make the city safer for bikers and drivers.

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Bob Vaccaro ([bovvaccaro1@gmail.com](mailto:bovvaccaro1@gmail.com)) on Thursday, October 18, 2018 at 12:04:48

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address: 411 Middle St, Apt 3

comments: To counteract some of the negativity you are getting about the new Middle Street bike lanes, I want you to know that I am thrilled with them! Thank you for making them happen and for keeping them in place!

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by Elizabeth Bratter ([gatoday@yahoo.com](mailto:gatoday@yahoo.com)) on Sunday, October 21, 2018 at 13:56:07

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address: 159 McDonough St

comments: Dear Members of the City Council,

The Pilot Residential Parking Program is only a small and temporary piece of the parking equation. It should be tried just to see if it helps. Please take a look at some numbers most people don't think about. I created just one example of basic rental property math and parking. Imagine this times 100++. I offer some suggestion as well.

A 2 bedroom, one car driveway house in Portsmouth with property taxes of \$6000.00 a year, is about \$500.00 a month for taxes alone. Anyone who owns property knows there is the mortgage, property insurance, repairs and maintenance costs, utilities (especially water) and accounting fees, perhaps extra liability insurance that also has to be paid. This property is going to be put up for rent for \$1500.00 a month in Portsmouth.

If a single person wants to lease this house, they will have to work 40 hours a week and clear \$9.37 per hour after taxes just to pay rent. This number does NOT include other living expenses: food, car payments, insurance, gas for the car, some utilities and other expenses. These numbers immediately show why there are so few entry level/ work force employees living in Portsmouth. It also shows where part of the parking problem comes from. How many work force employees would live in the two bedroom house and be able to afford to eat? How many cars will they have? Most likely 2 to 4 with only one space to park in.

Let's move on to think about parking. The latest parking rule is 1.5 spaces per unit. This 2 bedroom really needs at minimum 2 spaces, one per bedroom. This is true for condos, single family homes and multi-unit buildings. Any new construction should require 1 space per bedroom. New condos with 1.5 spaces per unit push those extra cars from owners and their guests into neighborhoods. Condos that don't sell turn into rental units!

Hotels get 1.5 spaces per room. How many friends leave straight from work to meet in Portsmouth for their weekend getaway (2 cars)? How many employees does it take to run some of these bigger hotels? One could guess sometimes there are almost as many employees as there are rooms. These employees work all those services which most better hotels offer these days (restaurant, bar, spa, hair salon, room service, valets, nail salon, shops, pools, gym, etc). In the case of downtown Portsmouth many also have businesses along the outside of the hotel adding more employees who need parking. Hotels should provide 2 or 3 spaces per room, especially the larger ones.

Venues need parking. Any place (park, hotel, restaurant, theater, private homes) that want to offer larger venues, all should either be including enough parking on their properties or providing funds to pay for more parking solutions. If a business offers classes there should be enough off street parking for at least the size of the average class, especially if they directly abut residential neighborhoods! Indoor halls offering concerts or plays should have at least 2 parking spaces per seat because the performers and their crew, volunteers and employees need places to park as well.

Once a resident only parking area exists it pushes those extra people into another neighborhood but it does not solve the problem. Only you can solve the whole problem! It does at minimum give some relief to neighborhoods which have been under siege by under rated parking ordinances since early 1990's. The pilot

program is a trial to see what happens. It may encourage city officials to more seriously address our parking issues!

Raising the price of meters downtown will not affect tourists. It will affect the downtown employees who may want to park closer for night jobs or during the colder months. Going to a restaurant with friends takes a minimum of 3 hours if you have drinks, appetizers, meals, dessert and want to chat a little. We have a large population over age 50, some have walking issues or they just choose to drive downtown, when there is no place to park they keep driving. We could think about an off season rate or extended hours after October 31st.

The \$1.00 per hour in the new garage won't help downtown employees or neighbors. \$40.00 a week to park in many cases is 4 hours work or 10% of their income, hardly worth it when free parking is available in the neighborhoods.

Spending \$57,000 and yielding \$7000.00 or less for the city funded rental bikes doesn't even touch the problem. The \$57,000 a year could be spent on free employee shuttles or adding a second layer to other parking areas that are free. The bike rental program seems to encourage people to park in neighborhoods to go bike riding, again leaving the neighborhoods with the problem. A rental service run by a local bike shop in conjunction with hotels would be more financially prudent and encourage less parking in neighborhoods. Most cyclists will bring their own bikes to a city if they came to go bike riding.

Many of the new buildings and reconstruction projects are being built without enough parking to begin with and some without any parking at all, thereby exacerbating this problem and pushing it into neighborhoods. Many existing buildings downtown came with no parking. However, if an old structure is removed by choice (not fire or natural disaster) to put up a new structure it must include parking, some is better than none!

The city should have dramatically raised the required amount of parking spaces as soon as the parking shortage started years ago. The writing was and is on the wall in bold letters!! It has to stop today!! The number of required parking spaces needs to be raised again for all new developments, including those that have not broken ground yet, to try to truly protect all neighborhoods from parking issue! We are not a big city like Baltimore, Maryland we are a city of 20,000 people sadly we have their problems with parking.

In the meantime the pilot Neighborhood Residential Parking Programs should begin. The only way to find out if they will help or create a bigger problem is it to try them! It's only for 1 year; the parking crisis has been unchecked for years!

Thank you for your time,  
Elizabeth Bratter

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by Sean McGrimley ([smcgrimley@sau52.org](mailto:smcgrimley@sau52.org)) on Monday, October 22, 2018 at 10:16:01

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address: 56 Sheffield Rd

comments: I wanted to take a moment to share my thoughts regarding the new bike lanes in Portsmouth (Middle St). Being a bike commuter myself and a teacher at a local elementary school I see first hand the benefit of the protected bike lanes. The lanes give students the chance to safely ride their bikes on a busy street, thus giving both children and adults the opportunity to ride versus drive. The bikes lanes are a change to the look of middle street, however with time and understanding I feel the bike lanes will create a stronger walking/biking community. I hope to see more bike lanes and greenways (on current old railroad beds) implemented for safer and healthier lives.

includeInRecords: on  
Engage: Submit

Below is the result of your feedback form. It was submitted by Peter Mead ([pamead@uwalumni.com](mailto:pamead@uwalumni.com)) on Monday, October 22, 2018 at 12:08:38

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address: 56 Sheffield RD, Portsmouth, NH 03801

comments: I would like to voice a positive vote for the new bike lanes in Portsmouth. I have used Middle since moving to Portsmouth to ride to work and downtown for shopping and fun since I moved her in 2013. I have ridden Middle since the new lanes have been installed and I feel 100 times more safe than I did before. Drivers and cyclist alike are more alert to their surroundings. Thank you for taking this great step in the safety of our roads for all those who use them.

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by Susanne Delaney ([Susanne.delaney@gmail.com](mailto:Susanne.delaney@gmail.com)) on Monday, October 22, 2018 at 16:25:22

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address: 347 Grant Rd

comments: I'm writing to you today to show my support of the new Middle Street Bike Lanes in Portsmouth.

This project should vastly increase the number of people riding bikes and thus reduce automobile traffic and demand on parking as well as provide a much needed safe route to schools. As with all new infrastructure projects, there are many in the city who are slow to adjust to change. Many are making their displeasure known to all of you and other city officials.

It should be noted that this design has been used around the world successfully. The goal is to not provide a lane for a cycling enthusiast to ride fast, but rather to create a safer place for people on bikes to ride and in turn get folks who would not otherwise ride to get out on their bikes. It's about using bikes as transportation - running errands, riding into town to shop, visiting neighbors and riding into town to shop, visiting neighbors and riding to school. To better understand bike lanes, the design concepts and benefits, please check out this page on the "People For Bikes" site.

When more folks ride bikes, great things happen in communities!

includeInRecords: on  
Engage: Submit

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Below is the result of your feedback form. It was submitted by Josh ([velotone@gmail.com](mailto:velotone@gmail.com)) on Tuesday, October 23, 2018 at 09:07:56

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address: 4307 Mead Hill Rd

comments: Love the addition of the bike lanes on Middle St. I wish more roads around Portsmouth had protected bike lanes. To be honest i wish the ones on middle were more protected. But i love the steps that the city is taking to make it safer to use transportation that is not automotive and better for our planet. Please make more bike lanes and ones that are even more protected then these. If lanes are safe more people will use them. It's a Fact.

includeInRecords: on  
Engage: Submit

Below is the result of your feedback form. It was submitted by Anne Schwartzman ([akey5@nycap.rr.com](mailto:akey5@nycap.rr.com)) on Tuesday, October 23, 2018 at 12:15:42

-----  
address: 118 Spinnaker Way

comments: I support Complete Streets and look forward to having connecting roads with bike lanes in the Portsmouth area. Having the lanes disappear while riding along is disappointing. Many locals will use the safe lanes once they get used to them. I am excited for the future of biking!

Thank you for continuing to make healthy choices for transportation options.

Anne

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Jesse Ware ([jesse@futuraconstruction.com](mailto:jesse@futuraconstruction.com)) on Tuesday, October 23, 2018 at 14:13:12

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address: 371A Islington St.

comments: Dear Councilors,

I am writing you as a business owner in the Islington st. neighborhood to voice my strong opposition to the pilot program to limit parking to permit holders and residents of the Islington Creek Association parking proposal. This would adversely affect myself, my employees and my customers by severely limiting our access to parking in the area surrounding our office. We only park in these areas during normal business hours which would rarely affect the residents of the abutting neighborhoods. I am urging you to oppose the proposed pilot program set forth by the neighborhood association.

Thank you for your consideration.

Jesse Ware

Founder Futuro Construction

371A Islington St.

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Charles Raye ([cpraye@gmail.com](mailto:cpraye@gmail.com)) on Wednesday, October 24, 2018 at 10:35:00

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address: 21 Wallis Road

comments: Changing several streets from public street parking to neighborhood specific, permit only parking is not within the best interests of Portsmouth residents or downtown Portsmouth business owners for several reasons and I'd like to highlight 2 of them. First: From a financial perspective, utilizing city funds to administer private street parking is not fair to all the tax paying citizens. Even if the residents of each specific neighborhood were to somehow fund the administration of such a program themselves, it would lead to increased property tax for home owners in that neighborhood and increased rent for renters in that neighborhood due to the luxury of a permitted parking space and funding of the parking program itself. Second: Parking, especially free parking, is already limited downtown, which is problematic for all residents, visitors and especially for people whose jobs are located downtown. Reducing the number of available parking spaces by creating neighborhood permit parking areas will only exacerbate this issue.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Russell ([russell.doucet@icloud.com](mailto:russell.doucet@icloud.com)) on Wednesday, October 24, 2018 at 22:12:50

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address: 82 Abigale Lane

comments: The Bike lanes that have been recently implemented amongst our roads have founded the beginning of many new ideals throughout our community. Not only will this help encourage the use of bicycle transportation, it will also relieve stress from overly packed parking garages and busy intersections/roads. The bike paths are a great way for the community to stay active and save energy, providing a healthier experience for every resident in, or even visiting town.

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Derrick J Horton ([derrickhorton@gmail.com](mailto:derrickhorton@gmail.com)) on Thursday, October 25, 2018 at 14:20:34

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address: 277B Marcy St, Portsmouth

comments: Roads are for driving, not parking. As a resident and homeowner in Portsmouth, it is my sincere wish to convey to you the importance that you keep your activities restricted to protecting life and liberty in Portsmouth, and not meddle in the parking affairs of residents. Those of us who wish to park at our houses buy homes with parking spaces. Those of us who do not, do so with full knowledge that we are not guaranteed parking spaces on the street. This neighborhood parking nonsense is meddlesome and unnecessary. If the squeaky wheel gets the grease, please consider that though there are some who complain of not enough parking, this does not entitle you to take action on behalf of these people on my dime. Keep your hands out of our pockets and leave this issue alone. Making arrangements for the parking of one's vehicle is a personal responsibility. Kindly butt out. Please and thank you.

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Rich DiPentima ([rdipentima@gmail.com](mailto:rdipentima@gmail.com)) on Sunday, November 4, 2018 at 15:45:13

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address: 16 Dunlin Way

comments: There has been much discussion regarding the disparity between commercial and residential property valuations . As we have seen the residential property values have greatly increased, while commercial have stayed flat or risen little.  
The recent sale of the Frank Jones Conference Center highlights the problem and unfairness. The Frank Jones Center was purchased in 2013 for \$6.5 million. It sold last week for for \$14.4 million. The 2018 assessment on the property is \$3,358,200. considering the original purchase price, and the current sales price, the assessed value is greatly under stated. This is only 1 example of how commercial property owners are not paying their fair share, and the burden of taxation rests with the residential property owner. Residential property is not used to generate income as is commercial property. As such, commercial property owners get a triple benefit of low property assessment, income generation from their property, and an increased market value of the property.  
his is grossly unfair and needs to be investigated.

Thank you.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Linna Kuo ([linna.kuo@gmail.com](mailto:linna.kuo@gmail.com)) on Wednesday, November 14, 2018 at 17:54:19

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address: 86 Norton Rd, Kittery, ME

comments: Hello,

I went into the Portsmouth PD station requesting to complete an incident report. The desk officer wanted to know what had happened. After I had stated that the person (a colleague) was attempting to cause bodily harm to me with the use of a equipment/machine, the officer said that that is not what Portsmouth PD addresses; they only address "criminal laws" and refused to let me complete an Incident Report. I would think that "attempt to assault" (with an equipment/a machine) is "criminal." I would like the Portsmouth Town Council to address this matter. Why is Portsmouth PD deciding on who gets to file an incident report and are all citizens asked to tell his/her story to the desk officer before s/he is allowed to complete an incident report? Is the Portsmouth Town Council aware of the Portsmouth SOP with regards to citizens' rights to complete Incident Report?

includeInRecords: on

Engage: Submit



ADDITIONAL CITY COUNCIL E-MAILS

Received on November 19, 2018

Updated November 19, 2018 (3:15 p.m.)

Below is the result of your feedback form. It was submitted by Lillian Seitz ([liliem@comcast.net](mailto:liliem@comcast.net)) on Monday, November 19, 2018 at 10:35:16

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address: 20 Taylor Lane

comments: First of all, I would love to get more than one response back from all of you.

According to the Portsmouth Herald, the developer has plans at the McIntyre Bldg. to include the post office in their design plan. However, the post office must vacate for the restoration, and the USPS real estate specialist said he would not move to a temporary site and then move back again after the renovation. Two moves is out of the question for the USPS.

So, what will it be? Citizens would like an explanation as to what is really going to transpire.

Next, and very importantly, will there be specified parking for the USPS and will handicap parking be provided also?

Personally, if there will not be specified parking and handicap parking available, the post office should be relocated to the Pease Tradeport. I know some citizens want the post office to remain downtown, but if handicap parking is not available this scenario does not make sense.

Unfortunately, many citizens think this whole fiasco was determined a long time ago and the developer and city manager did not want the post office to remain downtown.

More dishonest government!

Engage: Submit

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Below is the result of your feedback form. It was submitted by Robin F Winslow ([rwinslow@sandersandkarcher.com](mailto:rwinslow@sandersandkarcher.com)) on Monday, November 19, 2018 at 09:53:02

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address: 47 Edmond Avenue

comments: oh dear, please make Middle Street safer by leaving a bike lane and removing bollards & all other lines on the street, that has to be one of the most ridiculous measures taken, i like to think that safety is important to you, but it certainly doesn't appear that way the intersection at Rt 1 & Greenleaf Ave. please make that right, that is treacherous no matter which way you are coming from  
thanks for listening

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Elaine McClattie ([emcclattie@gmail.com](mailto:emcclattie@gmail.com)) on Monday, November 19, 2018 at 08:34:58

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address: 1298 Healys Road

comments: My name is Elaine and I attended the 83rd Annual NAACP State Conference in Portsmouth Oct 26-28, 2018 and there were several free giveaways, such as a nail file, ink pens, lint brush, etc... I am with a local unit 7091 in Middlesex, Va. and would like to see if you had anything you could donate for our holiday social in Dec. Please get back to me by email at [emcclattie@gmail.com](mailto:emcclattie@gmail.com) or by phone at 706-495-0614.

includeInRecords: on

Engage: Submit

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Below is the result of your feedback form. It was submitted by Nicole LaPierre ([nicoleglapierre@hotmail.com](mailto:nicoleglapierre@hotmail.com)) on Saturday, November 17, 2018 at 16:33:23

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address: 44 Rock Street

comments: Dear Council,  
I am writing to update you on parking in the Islington Creek Neighborhood. As we feared the parking garage is not being used and people are further crowding the neighborhood streets. It is Saturday night and Hanover St., Rock St. and most of the neighborhood is full. I have a full view from my house of the Heinemann free lot; completely full. Do you know what is empty with the exception of under a dozen cars on the ground level? Yes, the \$26 million garage. This has been the case all weekend and the past weekends since Halloween when the garage opened. Our already serious problem has been exasperated as fully anticipated by the neighborhood with the garage opening. We need resident parking now and you need to fill that garage. It was your investment and certainly not the choice of the neighborhood. I would encourage you to observe this situation for yourself. I'm happy to forward photos taken this afternoon. What metrics are you using to monitor the parking situation in t!

he neighborhood and the use of the garage? The juxtaposition of the Heinemann free lot and the garage on the landscape makes me question any of the current logic. Please, we need resident parking and not this continual postponement. We were told many times by city officials that the plan was to implement resident only parking and the opening of the garage at the same time to avoid this very situation. This was predictable and is solvable but requires your action. We have not been given the specifics of the pilot program to move forward with the collection of signatures.

Please accelerate this action and come observe this.

Thank you for your consideration.

Sincerely,  
Nicole LaPierre

includeInRecords: on

Engage: Submit



Jim Splaine <jimsplaineportsmouth@gmail.com>

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**Letter To The Portsmouth City Council, re: A THANK YOU / Coakley Landfill / Coakley Landfill Group**

1 message

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Jim Splaine <jimsplaineportsmouth@gmail.com>  
To: Jim Splaine <jimsplaineportsmouth@gmail.com>

Wed, Oct 24, 2018 at 10:35 AM

Wednesday, October 24, 2018

To: Portsmouth City Councilors,

Two weeks ago, I sent to you a letter urging you to take a clear stand opposing any appeal of, or any effort to "stay," the decision of Judge N. William Delker of the Rockingham County Superior Court (*September 12, 2018 Order on Petition for Injunctive Relief pursuant to the N.H. Right-to-Know Law RSA 91-A in Mindi Messmer, et. al. [State Rep. Mindi Messmer, D-Rye; State Rep. Renny Cushing, D-Hampton; State Rep. Phil Bean, R-Hampton; State Rep. Henry Marsh, R-North Hampton; State Rep. Mike Edgar, R-Hampton; Jim Splaine, Portsmouth] -v Coakley Landfill Group and Robert Sullivan.*)

I attended the "Public Dialogue Session" of the City Council at your most recent meeting of Monday, October 15th, and was impressed at the similar concern that Councilors had to the comments I had made, along with N.H. State Representatives Mindi Mesmer of Rye, Renny Cushing and Phil Bean of Hampton, Hampton Town Attorney Mark Gearread, and others. Councilors, the good City Attorney Bob Sullivan, and the good City Manager John Bohenko all made clear that the stay would only be for a limited time.

And I want to thank you, and especially the good Mayor Jack Blalock who made the motion late that evening during the Council meeting, for taking a formal position in encouraging the Coakley Landfill Group not to appeal the decision of the Rockingham Superior Court.

I attended the first open meeting of the Coakley Landfill Group in 27 years the next day, and I was especially impressed with the leadership of Attorney Bob Sullivan and his guiding the meeting to full adherence of the N.H. Right-to-Know Law. I have known him for some 30+ years, serving with him in a number of capacities throughout those years, and it was vintage Bob Sullivan in his advocacy and no-nonsense application of transparency at that meeting, and his urging of such at future meetings.

I also attended the second public meeting of the CLG this past Tuesday, October 23rd in the City Hall Law Library, and the meeting was led again under

the capable guidance of Attorney Sullivan. Much of the discussion was about handling invoice payments and making the approval process for those payments work under the requirements of the N.H. Right-to-Know Law. While it may at times be difficult to meet "in-person" as required by application of our state statutes, it can be done.

My more important concern, however, is not the ease of payments of invoices to providers and contractors of their services at Coakley Landfill, but rather the transparency and public disclosure of the details of those invoices, the scope-of-work they represent, and the ethics involved.

I see two core matters ahead that the Portsmouth City Council should lead on as the matter of Coakley/GLG moves forward, and I urge our City Councilors -- individually and collectively -- to be more fully involved. With a controlling financial interest and with its authority of oversight to the CLG, the Portsmouth City Council can act.

The Council should insist on new day-to-day office management and financial management and record-keeping of the Coakley Landfill Group. I'm pleased that with the most recent meeting of the CLG, discussion ensued about naming a specific "Administrator" for the operations. I think that should be a person independent of Portsmouth City Government, in other words, not an employee. S/he should be a professional manager who can devote full time in follow-through on all-things-Coakley Landfill/Coakley Landfill Group. The operation has been, and will continue to be, one through which millions of dollars flow. This is no reflection on the good work of Portsmouth city employees, but they have other work and obligations to perform for the city. CLG requires more attention than part-time can perform. It's not a job just for the side-lines. But of course, there is still a need for oversight by Portsmouth city employees even with such a reboot.

And while City Attorney Bob Sullivan may be stepping aside from being an official member of the Coakley Landfill Group, he still needs to serve in the important role of oversight, especially with his unquestioned institutional knowledge, and counsel on legal and ethical matters for the GLG. His talent is obvious in those areas.

I want to again mention that attention needs to be spent on the old landfill off Jones Avenue, which directly abuts the Sagamore Creek, which is a major watershed for that area of our community. Especially as you consider using that location for recreational and other purposes, this attention is warranted. As sea levels rise, more of the contaminants and chemical hazards buried under that "cap" will spill. It's clear from any walking tour, which I have done

with neighbors in that area several times, that the cap does not fully cover the landfill, and leaking is already occurring. In years to come, it will become more serious. We cannot ignore the problem. That makes no sense.

In summing up:

1. I thank Mayor Jack Blalock and the Portsmouth City Council in its unanimous position against appealing the Rockingham Superior Court decision, re: Coakley Landfill Group/N.H. Right-to-Know Law. I also commend City Attorney Bob Sullivan for his capable guidance to the CLG in following opening meetings and transparency. We should feel proud of that.
2. I encourage the Portsmouth City Council to endorse management changes for the Coakley Landfill Group so that it will be run more professionally, with full-time professional oversight. That is imperative.
3. I ask again, as I did in a letter to you of April 11, 2018, and my letter of two weeks ago that a full professional and independent financial audit be undertaken to examine all of the millions of dollars of expenditures that have been paid to contractors through the years, analyzing their invoices and comparing that to the specifications of scope of work to ensure that the work was actually well done. To do so assures more confidence in what has been done by CLG to date.
4. I urge that our good City Manager John Bohenko work with Attorney Sullivan to encourage new procedures be adopted by the CLG for financial oversight, and the posting on the city's WEBSITE of all Coakley Landfill-related invoices of any amount -- with related scope-of-work details. Portsmouth taxpayers will continue paying millions of dollars in coming years for whatever is done for the Coakley Landfill, and we deserve full disclosure. To do so assures more confidence in what is being paid for, and will help guarantee more openness and ethics in future years.
5. I repeat what I said to you in my letter of October 10th: that you should insist that the Coakley Landfill Group explore serious cleanup methods for the Coakley Landfill that would include pump and treat science to remediate the hazards that exist there, rather than merely continuing maintaining and monitoring a "cap," which will only further cover-up the problems for another generation of Seacoast residents to have to deal with later on. Legislation to do just that, House Bill 1766, had been introduced into the 2018 Legislative Session that ended in June. Unfortunately, the City of Portsmouth and the Coakley Landfill Group opposed that bill. You should take a look at it again

because a new Legislative Session gets underway in just two months. That makes sense.

6. And I again implore you to insist on more attention and remediation of the old Jones Avenue Landfill. "Monitoring" is fine, but that does not provide the necessary cleanup. Not to pay attention to the Jones Avenue Landfill, which sits in a beautiful recreational and forested area of our community and abuts an important watershed, is abuse of our environmental future. Look at it for yourself. It is certain sea level will rise during coming decades, perhaps more and sooner than most of us realize -- and as you're standing there looking at the high mounds of the landfill next to Sagamore Creek, ask yourself: then what? It's about our future, and the future of those who have yet to call Portsmouth "home."

Regarding the Coakley Landfill, we're "on a roll," cliché as that may sound, in assuring more attention than ever on the need for real cleanup, and for financial accountability and ethics. Let's keep up the focus, and accept our responsibility.

Not to do so is unconscionable.

Thank You,



Citizen Activist

Jim Splaine

201 Oriental Gardens

Portsmouth, NH 03801

Telephone: 727-466-3546

E-Mail: [jimsplaineportsmouth@gmail.com](mailto:jimsplaineportsmouth@gmail.com)



October 25, 2018

Portsmouth City Council  
1 Junkins Avenue  
Portsmouth, NH 03801

re: Petition to change zoning district for Pinehurst Road

To the members of the Portsmouth City Council:

We are writing to petition the City Council to change the zoning for the properties on Pinehurst Road from General Residence A (GRA) to Single Residence B (SRB) for the following reasons:

- 1.) The current zoning would allow for two family and multi-family dwellings. We have a narrow street and no sidewalks, additional dwellings beyond the current single-family homes on Pinehurst would increase traffic flow and constrain our street more than it is today. As there are no sidewalks, residents walk in the street, which would be increasingly dangerous if there were additional living units/traffic on the street.
- 2.) Pinehurst Road is a street with single homes. There are no two family or multi-family homes on our street. These dwellings would be out of character with the neighborhood.
- 3.) Our street currently abuts SRB zoning, so the change would be consistent with the neighboring zoning district.
- 4.) It is a challenge to turn onto South Street from Pinehurst Road due to the limited line of sight exiting the street.
- 5.) Pinehurst is a dead-end street. There is no cul-de-sac either so turning around requires multiple point turns in the street or turning in residents' driveways. These dangerous maneuvers would increase with additional housing units.

Thank you for your consideration. Please contact Lena Wyand (65 Pinehurst Road) at 617-875-0379 or at [lena.wyand@gmail.com](mailto:lena.wyand@gmail.com) for questions.

Sincerely,

Residents of Pinehurst Road

Cc: Juliet Walker, Planning Department





Everett Eaton

135 PINCHURST RD

Street Address

8 Oct '18

Date



Carol Eaton

155 Pinchurst Rd

Street Address

8 OCT 2018

Date



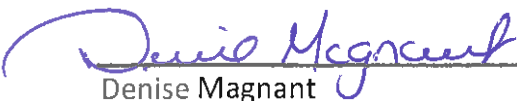
Michael Magnant

140 Pinchurst Rd

Street Address

10/8/18

Date



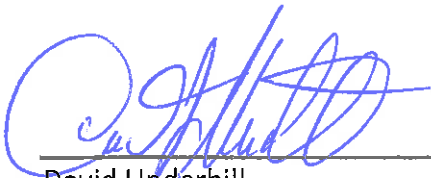
Denise Magnant

140 Pinchurst Rd

Street Address

10-8-18

Date



David Underhill

115 PINEHURST RD Portsmouth

Street Address

8 OCT 18

Date



Linda Underhill

115 Pinchurst Rd

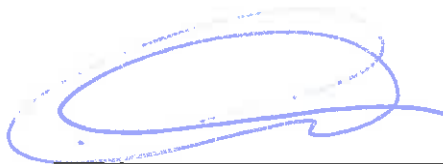
Street Address

10/8/18

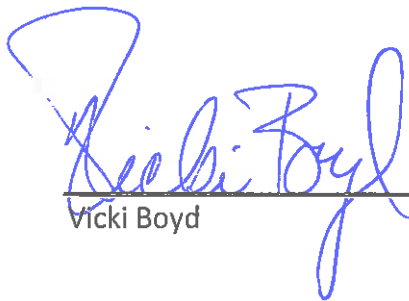
Date

 44 Lookout 10-6-18  
Anne Weidman Street Address Date

 44 Lookout 10-6-18  
Mark Weidman Street Address Date

 100 Pinchurst Rd 10/21/2018  
Guy Pronesti Street Address Date

 100 Pinchurst 10/9/18  
Danielle Pronesti Street Address Date

 35 Pinchurst Rd 10/9/18  
Vicki Boyd Street Address Date

 35 Pinchurst Rd 10/9/18  
Anna Kay Vorsteg Street Address Date



Samuel Witherspoon

125 Pinehurst

Street Address

10/8/18

Date



Margaret Witherspoon

125 Pinehurst Rd

Street Address

10/8/18

Date



Richard Walent

97 Pinehurst

Street Address

10/5/18

Date



Sandra Walent

97 Pinehurst

Street Address

10/5/18

Date



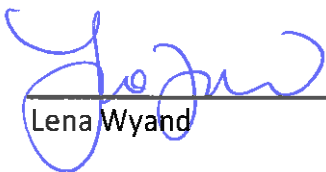
Daniel Wyand

65 Pinehurst

Street Address

10/14/18

Date



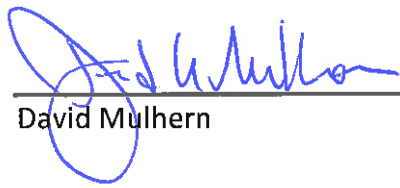
Lena Wyand

65 Pinehurst Rd.

Street Address

10/8/17

Date



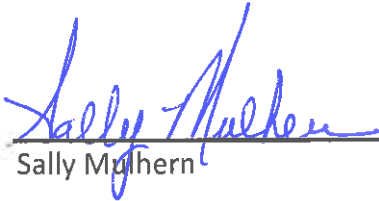
David Mulhern

60 Pinehurst Rd

Street Address

Oct 8, 2018

Date



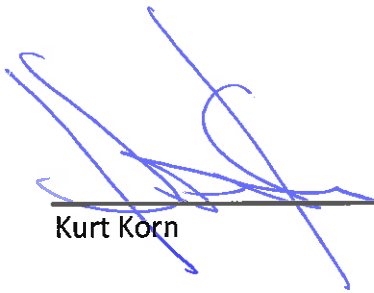
Sally Mulhern

60 Pinehurst Rd

Street Address

10/8/18

Date



Kurt Korn

778 South St

Street Address

10/5/18

Date



Beth Korn

778 South St

Street Address

10-5-18

Date



April Weeks

804 South St

Street Address

10.11.18

Date



Richard Antal

804 South St

Street Address

10/14/18

Date

Paul Hansen 150 Pinehurst 10-8-18  
Paul Hansen Street Address Date

Darci Knowles 51 Pinehurst Rd 10.5.18  
Darci Knowles Street Address Date

Rosemary York 124 Pinehurst Rd 10-22-18  
Rosemary York Street Address Date

Robert Stevens 81 Pinehurst Rd. 10/6/18  
Robert Stevens Street Address Date

Jennifer Stevens 84 Pinehurst Rd 10/6/18  
Jennifer Stevens Street Address Date

James Carmichael      85 Pinhurst      10/14/18  
James Carmichael      Street Address      Date

Lindsey Carmichael      85 PINEHURST RD      10/12/18  
Lindsey Carmichael      Street Address      Date

John Evans      1100 Forest Lane      22 Oct 2018  
John Evans      Street Address      Date

Margaret Evans      1 Lookout Lane      10/11/18  
Margaret Evans      Street Address      Date

received  
11/1/18

October 30, 2018

To the City Council  
Junkins Avenue  
Portsmouth, NH 03801

RECEIVED

NOV - 1 2018

CITY MANAGER  
PORTSMOUTH, NH

To the City Council:

After reading so many letters about the infamous bicycle lanes on parts of Middle Street and Lafayette Road, I feel that that not enough has been said on the subject.

Over the past eighteen years, since I moved to 25 Lafayette Road, I have been walking, pushing strollers, bicycling, and kickbiking without ever feeling endangered. The roads were wide with plenty of room for cars, pedestrians and cyclists,

The arrival of the much touted bicycle lanes, that come from no where and goes to no where, has me both angered and mystified! This is not a "bicycle lane" but some expensive graphic designs on a major public artery of Portsmouth. The actual bike lanes are located mostly within drains gate paths that are dangerous and now filled with leaves and slippery.

For safety reasons to avoid the drains, I see bicycles outside the bicycle lanes.

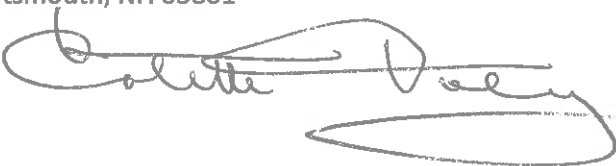
The white transversal lines and bollards are not protecting anyone. They are creating an extremely narrow roadway in a well traveled area that serves trucks, fire vehicles, ambulances, and delivery vehicles. On "Trash Day" nobody knows where to leave their trash for pick up – On the curb? On the bicycle lane? Or on the roadway? After trash collection on windy days, trash barrels are seen rolling everywhere blocking car traffic, pedestrians, and cyclists.

Why on earth did anyone design such unsightly graffiti on a beautiful entrance to Portsmouth? Parking problems are amplified by the disappearance of on street parking for many residents including myself. The mail man is jammed between the sidewalk and bike lane. Delivery trucks and repair trucks do the same.

In a time of lowering taxes and fiscal constraint was there a need for this expensive project?


I love cycling and ride every day, but I see no need for this expensive farce.

Colette Foley  
25 Lafayette Road  
Portsmouth, NH 03801



**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** November 15, 2018  
**To:** Honorable Mayor Jack Blalock and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on November 19, 2018 City Council Agenda

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***Non-Public Session:***

6:30 p.m. *Non-Public Session Re: RSA 91-A:3 II (e) – Litigation Regarding James G. Boyle As Trustee, et als*

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***Presentation:***

1. **Presentation Re: McIntyre Property.** Representatives from Redgate/Kane will give an update to the City Council regarding the McIntyre property.

***Acceptance of Grants and Donations:***

1. **Acceptance of Donations Re: USS New Hampshire.** Mayor Blalock and the City Council appointed the Portsmouth Host Welcoming Committee for the USS New Hampshire. The Committee is comprised of Mayor Jack Blalock; Committee Chair Stephanie Seacord; Deputy City Manager Nancy Colbert Puff; Economic Development Program Manager Nancy Carmer; Public Information Officer Brenna Woodman; Portsmouth Chamber Collaborative President Valerie Rochon and former Mayor Robert Lister. The Welcoming Committee hosted a 10<sup>th</sup> Anniversary Party for the USS New Hampshire and her full crew on October 25<sup>th</sup> at the Cisco aka Redhook Brewery, to make their stay in Portsmouth a



memorable one. Through the generosity of sponsors, the Welcoming Committee has received the following donations for City Council acceptance:

➤ Wilcox Industries Corp.	\$500.00
➤ Renee Plummer dba Two International Marketing	\$500.00
➤ Piscataqua Savings Bank	\$500.00
➤ Sean Mahoney	\$500.00
➤ Propeller Club of the United States 06/92	\$200.00

*The City of Portsmouth is the fiscal agent.*

*I recommend the City Council move to accept and approve the donations for the USS New Hampshire, as presented.*

2. **Acceptance of Grant for Household Hazardous Waste Collection.** As you are aware, \$15,000 has been committed from the Water & Sewer Enterprise Fund for two household hazardous waste collection events in the FY '19 budget.

Household hazardous waste collection events help protect our water supply and reduce the potential of hazardous waste being dumped or inappropriately disposed. In the interest of protecting public health and ensuring household hazardous waste and unwanted household hazardous products are disposed of in an environmentally sound manner, the City has been hosting the collection event for more than twenty years. Over 200,000 gallons of hazardous waste have been properly disposed of during this time. An average of 600 families take advantage of the collection events every year.

In the spirit of being a good neighbor, the City also offers the services to residents of Newington and Greenland. The expenses are shared between the communities on a prorated basis - per vehicle per community.

A grant in the amount of \$4,287 from the Department of Environmental Services (DES) is available to the City to assist in managing the cost of these events. [See attached.](#) This grant would supplement the City funds proposed in the FY '19 budget.

*I would recommend the City Council move to accept and expend a \$4,287 DES grant for the purpose of household hazardous waste collection events and authorize the City Manager to execute any documents which may be necessary for this grant contract.*

3. **Acceptance of Grants and Donation - Portsmouth Police Department.** Attached is a memorandum, dated October 24, 2018 from the Office of the Chief. At the October 23, 2018 Police Commission meeting, the Board of Police Commissioners approved and accepted the following grant and donations:

- a. Bulletproof Vest Grant – A grant in the amount of \$5,817.50 has been received from the Bureau of Justice Assistance under the FY 2018 Bulletproof Vest Partnership. Under this partnership, the Bureau of Justice Assistance provides matching grant dollars of 50% of the cost to replace aged bulletproof vests for Portsmouth officers.
- b. FY 2018 Internet Crimes Against Children Task Force Funding Grant – A grant in the amount of \$274,854 has been received from the US Department of Justice. This grant funds the New Hampshire Internet Crimes Against Children (ICAC) Task Force for the 2018 Federal Fiscal Year. The Portsmouth Police Department is the Headquarters for the New Hampshire ICAC Task Force. These grant monies will be distributed by the ICAC Commander to our task forces throughout the state.
- c. Highway Safety Grants – Multiple grants from the New Hampshire Department of Safety totaling \$31,930 distributed, as shown below, have been awarded to the Portsmouth Police Department:

i. STEP Patrols	\$9,286.
ii. Operation Safe Commute	\$2,971.
iii. Join the NH Clique	\$ 440.
iv. Distracted Driving	\$6,380.
v. Pedestrian Bicycle	\$5,115.
vi. DWI Patrols	\$7,738.
Total Amount Awarded	\$31,930.

- d. A donation in the amount of \$4,000 from Lonza Biologics Corporation to help the Portsmouth Police Training Department, given in appreciation for the extensive active-shooter response training provided to nearly a thousand Lonza employees.

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 City Council meeting.

*I recommend the City Council move to accept and approve the grants and donation to the Portsmouth Police Department, as presented.*

4. **Acceptance of Donation - Portsmouth Fire Department.** The Portsmouth Fire Department has received a \$2,000.00 donation from Oreen M. Audette, “In Memory of Our Loved Ones from, the Audette Family.”

*I recommend the City Council move to accept and approve the donation to the Portsmouth Fire Department, as presented.*

## ***Public Hearings & Votes on Ordinances and/or Resolutions:***

1. **Public Hearing/Second Reading Re: Chapter 7, Section 7.102 Parking Meter Zones, Subsection A, Downtown High Occupancy Zone (Voted to postpone second reading and reopen the public hearing at the November 19, 2018 City Council meeting.)** At the meeting of October 1, 2018, the City Council voted to postpone second reading and reopen the public hearing at the November 19, 2018 City Council meeting regarding the attached proposed Ordinance amending Chapter 7, Section 7.102 Parking Meter Zones, Subsection A, Downtown High Occupancy Zone. Also, attached are the current and proposed maps of the City’s High Occupancy Parking Zones.

The average occupancy on the streets recommended for inclusion under the definition of High Occupancy presently sit at well over 100% collectively, where 80-85% is the industry standard recognized as “optimal.” Additionally, expanding the High Occupancy Zones coincides with the 2012 Parking Principles objective to ‘Price and manage more desirable on-street parking spaces to favor users who are highly motivated to use them...’ City staff have revised Chapter 7, Section 7.102 PARKING METER ZONES, Subsection A, DOWNTOWN HIGH OCCUPANCY ZONE to include the proposed streets – see attached proposed Ordinance.

As you recall, the City Council referred this matter to the Fee Committee to evaluate additional residential discount at the on-street parking meters with the proceeds received from the expansion of the High Occupancy Zones. Attached under Councilors Dwyer’s and Reynolds’ names is a report back from the Fee Committee which recommends certain actions in conjunction with approval of the proposed expansion of the Highway Occupancy Zones.

*I recommend the City Council suspend the rules and bring forward the Fee Committees recommendations for action prior to voting on the expansion of the High Occupancy Zones.*

*The following motions are required:*

- 1) *Move to suspend the rules to bring forward the Fee Committee report back relative to resident discount at on-street parking meters, and,*
- 2) *Move to pass second reading and schedule a third and final reading of the proposed Ordinance, as amended, at the December 3, 2018 City Council meeting.*

2. **Public Hearing/Second Reading of Amendments to Chapter 10 — Zoning Ordinance, be amended by deleting the existing Article 12 – Signs, and inserting in its place a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs”, dated September 25, 2018.** At the October 15, 2018 City Council meeting, the Council voted to schedule second reading and a public hearing on the [attached proposed Amendments](#) to Chapter 10 — Zoning Ordinance, be amended by deleting the existing Article 12 – Signs, and inserting in its place a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs”, dated September 25, 2018.

The amendments are being proposed primarily to bring the City’s sign regulations into compliance with legal requirements for content neutrality. In the case *Reed et al. v. Town of Gilbert, Arizona, et al.* (2015), the U.S. Supreme Court ruled that regulations that categorize signs based on the type of information they convey and then apply different standards to each category are content-based regulations of speech and are not allowed under the First Amendment protections of the United States Constitution. Additional changes include updating the regulations regarding prohibited signs and temporary signs, clarifying sign area, and other housekeeping amendments.

The Planning Board conducted a public hearing on this proposed zoning amendment at its August 16, 2018 meeting and voted to recommend approval to the City Council with amendments at the September 17, 2018 meeting.

*If the City Council wishes to proceed, the following motion would be required:*

*Move to pass second reading and schedule third and final reading of the proposed Ordinance at the December 3, 2018 City Council meeting to amend the Zoning Ordinance by deleting the existing Article 12 – Signs and inserting in its place a new Article 12 – Signs as presented in the document titled “Proposed Amendments to the Portsmouth Zoning Ordinance: Article 12 – Signs”, dated September 25, 2018.*

3. **Third and Final Reading of Ordinance amending Chapter 7, Article XIX, Section 7.1901 and 7.1905 - Shared Active Transportation.** At the October 15, 2018 City Council meeting, the Council voted to pass second reading and schedule third and final reading regarding a proposed Ordinance for shared active transportation (electric scooters, bicycles and the like). The [attached proposed Ordinance is a new provision entitled Chapter 7, Vehicles, Traffic and Parking, Article XIX Shared Active Transportation to be added to the Ordinances.](#)

*I recommend the City Council move to pass third and final reading of the proposed Ordinance, as presented.*

4. **Third and Final Reading of Ordinance amending Chapter 14, Article II, Section 14.2 - Demolition Ordinance.** At the October 15, 2018 City Council meeting, the Council voted to pass second reading with a minor amendment and to schedule third reading on the proposed ordinance amending Chapter 14, Article II, Section 14.2 – Demolition Ordinance.

The amendment consisted of adding “small buildings” to the list of exempt projects in Section 14.203 (3).

Staff also recommends another minor amendment be incorporated into the third and final reading – to replace “community” with “cultural” in Section 14.201. This would be consistent with other changes made throughout the document as previously approved by the Council.

The updated revised Demolition Delay Ordinance incorporates all of the original proposed changes as well as the proposed amendments described above.

*I recommend the City Council move to pass third and final reading of the proposed Ordinance, as amended.*

### ***Consent Agenda:***

1. **Request for License to Install Projecting Sign.** Attached is a request for a projecting sign license (see attached memorandum from Juliet Walker, Planning Director):
  - Regina Piantedosi, owner of Regina Piantedosi for property located at 46 State 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.*

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

1. **Acceptance of Doble Deed.** The City has received the deed for the US Government’s property at 125 Cottage Street, the former Paul A. Doble Army Reserve Center. This represents the final step in a multi-year effort to secure the property for the City, which began in 2005. At this time, the deed needs to be accepted by vote of the City Council and returned to the federal government for signature and eventual recording. Following completion of the signature and recording process, the ownership will be formally transferred. Meanwhile, staff have confirmed the property has been emptied of its contents (except for commercial grade kitchen equipment, which will become the City’s property) and cleaned.

*The deed for the Doble Center is attached.* A few important notes related to the deed are worth highlighting at this time.

- The legislation which authorized the federal government to transfer the property to the City also required the property be used for the “public benefit of a park or recreation use.” This restriction will stay with the property in perpetuity and the recourse for non-compliance is expressly called for in the legislation. The City is receiving this

property “without consideration,” meaning no fee is to be paid in for the property. In the future, care will need to be taken to avoid triggering the automatic reverter provisions which the Federal government requires to be in the deed.

- As is custom for transfers from the Federal Government Environmental Condition of Property and Finding of Suitability, documents were completed following extensive reviews of the property beginning in 2007. These documents have been reviewed by City staff and City consultants. Typical construction contaminants have been tested for and confirmed to be absent, with the exception of asbestos, which will be remediated as part of the Senior Center construction project. As added protection for the City, a “CERCLA” (Certified Environmental Response, Compensation, and Liability Act) covenant is included in this deed. The covenant confirms all remedial action necessary to protect human health and the environment have been addressed prior to the date of the deed and that any future remediation, which may arise from the government’s use will be conducted by the federal government.

The City staff in the Community Development, Recreation and Public Works Departments continues to move forward with preparations for the construction of the new Senior Activity Center. This work includes logistical preparations for taking control of the building and ensuring the building and grounds are maintained after site control is secured. Below is a list of the next steps in the process “*to create opportunities for healthy aging through social engagement, physical well-being, civic involvement, creativity and lifelong learning*” – the mission for the new Center.

For more information about the project, including drawings, visuals, and site plans, please visit: <https://www.cityofportsmouth.com/recreation/senior>.

- **Abutters Meeting:** An abutters meeting attended by direct abutters, current senior center users, and other residents was held on October 29, 2018. At the meeting, residents were able to get a preview of the site plan to be reviewed at upcoming land use meetings and to ask questions of City staff. The Recreation Department, project engineers and architect reviewed programming and usage of the building; traffic, bike and pedestrian access and circulation; parking and parking lot lighting.
- **Land Use Reviews:** This project is proceeding through the Site Plan Review, which will include reviews by the City’s Technical Advisory Committee (Tuesday, December 4<sup>th</sup> at 2:00 p.m.) and City’s Planning Board (Thursday, December 15<sup>th</sup> at 7:00 p.m.).
- **Advisory Group:** The Recreation Department Senior Services division and a growing group of volunteers are working to form a Friends Group to assist the City in communicating about and planning for the Center.
- **Construction Preparations:** Following land use review, the staff plans to release drawings and specifications for project bidding. Asbestos remediation work is slated to take place in advance of the full construction project. The City will work to keep



abutters and the broader public up to date on developments. A final construction schedule is yet to be determined, but is anticipated to begin soon after the City controls the property and is anticipated to last approximately 10 months. The cost for the construction is estimated to be \$3.4 million; \$300,000 in design costs have already been funded through the Community Development Block Grant (CDBG) program. Construction will be funded through a combination of additional CDBG funding as well as proceeds from the Daniel Street Trust and other sources.

Once completed, the City's current senior program will relocate to Cottage Street. The Portsmouth Senior Activity Center provides programs and activities for people ages 50+. The comprehensive array of activities and services promotes healthy aging and focuses on fitness, enrichment, socialization, resources, and entertainment as well as a hub to gather. The current program has 1,300 members. The new space will allow for more programming and provide needed space for other community programs that complement and expand the senior offerings, including intergenerational programming.

We all look forward to the wonderful addition the new Center will be to our community. I will keep you up to date as the work progresses.

*I recommend the City Council vote to accept the deed for the property at 125 Cottage Street in Portsmouth, New Hampshire and further authorize the City Manager to execute all necessary documentation to affect the same subject to a title search.*

2. **Report Back Re: Quitclaim Deed - Property located off of Lafayette Road – Tax Map 296, Lot 2.** In order to clear up title to a 6.5 acre mostly wet, land-locked parcel on the border of Greenland and Rye, the Legal Department recommends that the City accept a quitclaim deed for that parcel from Mary Beth Hebert who resides at 112 Gates Street, Portsmouth. [Attached is a map](#) showing the parcel known as Tax Map 296, Lot 2.

On August 28, 1995 the former Portsmouth Tax Collector issued a tax deed conveying land located on Lafayette Road known as Tax Map 296, Lot 2 to Mary Beth Herbert. This conveyance was in error. Subsequently, on September 8, 1995 the Tax Collector conveyed through a Corrective Deed a parcel of land located at Map 296, Lot 5 to Ms. Herbert (the correct lot). No quitclaim deed relative to Lot 2 was filed to fully effectuate and correct the original conveyance error.

Ms. Herbert does not wish to retain any interest in Lot 2 and the Legal Department has prepared a quitclaim deed to accomplish this clearing up of title. Ms. Herbert continues to own Lot 5. The City Council voted on September 17, 2018 to refer this request to the Planning Board for its recommendation. At its meeting of October 18, 2018, the Planning Board voted to recommend acceptance of a quitclaim deed.

*I recommend the City Council move to accept a quitclaim deed from Ms. Herbert for property located at Tax Map 296, Lot 2, for land-locked property located off of Lafayette Road on the border of Greenland and Rye.*

3. **299 Vaughan Street Temporary Construction License.** On June 15, 2017, the Planning Board granted site plan review, wetlands conditional use, and subdivision approvals for Vaughan Street Hotel LLC (formerly 299 Vaughan Street LLC) to construct a five-story, 143-room hotel with additional ground-floor retail uses on properties formerly occupied by a municipal parking lot and an auto parts business.

The Construction Mitigation and Management Plan (CMMP), signed in April 2018, identified a number of temporary construction licenses for project-related work that will require the encumbrance of the City property along Green Street and Vaughan Street for different periods of time during of the project's construction. These licenses require approval by the City Council. In addition, the licenses are subject to the "License Fee for Encumbrance of City Property" policy, which was adopted by the City Council on April 16, 2018.

On August 20, 2018, The Council approved a license request for the initial phase of the project, which runs through the end of January 2019. [See attached License Agreement.](#) The current request to the City Council is for the next phase of the project. The total term of the requested license is for 240 days starting on January 30, 2019. The license area as shown on the [attached plan](#) consists of 6,235 square feet of City property including a portion of the street, sidewalk and parking spaces. During the term of the license, Vaughan Street shall be operated as a one-way street. The proposed operation of Vaughan Street as a one-way street previously been reviewed and discussed with the Parking & Traffic Safety Committee.

The total fee for the temporary license was calculated based on the \$0.15 per square foot per day as defined in the City Council policy. The policy also allows the City Manager to waive the license fees for parking in unmetered spaces if the applicant can provide equivalent public parking in the immediate vicinity of the licensed area. The developer is proposing to continue to provide the four (4) temporary parking spaces at the 111 Maplewood Ave property as approved for the Phase 1 license, labeled as T6 to T9 on the [license plan provided](#). In addition, the developer is proposing to provide 16 daily parking passes for covered spaces in the Portwalk Place parking garage – 10 of these will be available 7 days a week, 6 will be weekday only.

Each space is 160 square feet, which calculates to \$24 per space per day. For the 4 uncovered spaces, 240 days, the total credit is \$23,040. As the covered parking spaces are generally higher value to the City and the users than an unmetered on-street space, City staff are proposing a credit of \$36 per day per space. For the 10 covered spaces, 240 days, the total credit is \$86,400. For the 6 covered spaces, 185 days, the total credit is \$39,960. As a result, the license fee has been reduced from \$224,460 to \$75,060.

As the City Council will be considering revisions to the License Fee for Encumbrance of City Property Policy at the November 19, 2018 City Council meeting, staff is recommending that the authorization of the license provide the ability for City staff to adjust the fee if the policy is amended during the term of the license without further action of the City Council.



Based on the currently proposed revised policy as reviewed and recommended by the Fee Committee, the new base fee would be \$74,820 and the adjusted parking credits would be \$49,880, bringing the total license fee to \$24,940.

All of the foregoing has been reviewed by the Planning and Legal Departments and is recommended for approval.

*If the City Council is in agreement with the recommendation, an appropriate motion would be:*

*Move that the City Manager be authorized to execute and accept the temporary construction license regarding 299 Vaughan Street as submitted and that the City Manager may adjust the fee if the License Fee for Encumbrance of City Property Policy is amended by City Council during the term of the license.*

4. **135 Congress Street Temporary Construction License.** On January 18, 2018, the Planning Board granted site plan review for a 2,943 square foot rear addition to this building for restaurant expansion and function space. In addition, the project received Historic District Commission approval for renovations to the façade.

The modifications to the façade require a temporary encumbrance to the sidewalk along Congress Street which will be longer than 30 business days and therefore will require a license. The license is subject to the “License Fee for Encumbrance of City Property” policy, which was adopted by the City Council on April 16, 2018. [See attached License Agreement and Exhibit A.](#)

The total term of the requested license is for 127 days starting on November 20, 2018. The license area as shown on the enclosed plan consists of 563 square feet of City sidewalk. The total fee for the temporary license was calculated based on the \$0.15 per square foot per day as defined in the City Council policy and therefore the total license fee is \$10,725.15.

As the City Council will be considering revisions to the License Fee for Encumbrance of City Property Policy at the November 19, 2018 City Council meeting, the license includes language for the City to adjust the fee if the policy is amended during the term of the license without further action of the City Council.

Based on the currently proposed revised policy as reviewed and recommended by the Fee Committee, the new base fee would be \$3,575.05. All of the foregoing has been reviewed by the Planning and Legal Departments and is recommended for approval.

*If the City Council is in agreement with the recommendation, an appropriate motion would be:*

*Move that the City Manager be authorized to execute and accept the temporary construction license regarding 135 Congress Street, as submitted.*

5. **46-64 Maplewood Ave Amended Fee for Approved Temporary Construction License.** On October 1, 2018, the City Council approved a temporary construction license for the project located at 46-64 Maplewood Avenue. [See attached.](#)

The total area to be encumbered is 2,092 square feet for a duration of 120 days commencing after the licensee provides written notice to the City. The license is subject to the License Free for Encumbrance of City Property Policy.

As the City Council will be considering revisions to the License Fee for Encumbrance of City Property Policy at the November 19, 2018 City Council meeting, staff recommends that the City Council amend the license approval to allow for the fee to be modified in the event that the City Council amends and reduces the fee policy during the term of the approved License. Based on the currently proposed revised policy as reviewed and recommended by the Fee Committee, the total fee would be reduced from \$37,656 to \$12,552.

*If the City Council is in agreement with the recommendation, an appropriate motion would be:*

*Move that the City Manager be authorized to execute and accept an amendment to the temporary construction license for 46-64 Maplewood Avenue as approved by the Council on October 1, 2018 by adding the following:*

*“In the event that the City Council amends and reduces the License Fee for Encumbrance of City Property Policy during the term of this License, the City will reimburse Licensee a portion of its License Fee on a pro rata basis consistent with the amended policy without the need of further vote of the Council.”*

6. **90 & 110 Brewery Lane License for Street Lights on Public Property.** The mixed use project at 90 & 110 Brewery Lane is nearing completion. In the process of closing out the project and reviewing that all conditions of site plan review approval have been met, the Planning Department staff were made aware that five street lights shown on the approved plan are in fact located on City property. As such, they require a perpetual license from the City to allow the property owner to install, maintain, replace and pay electric bills for the lights. The license agreement requires that the lights shall be turned on consistent with the hours of operation for the City’s other street lights, but shall otherwise be the responsibility of the property owner to maintain, repair, and, if necessary, replace. [See attached Agreement.](#)

*If the City Council is in agreement with the recommendation, an appropriate motion would be:*

*Move that the City Manager be authorized to execute and accept a license agreement with Brewery Lane Portsmouth, LLC for street lights associated with the project located at 90 & 110 Brewery Lane.*

7. **Request for First Reading Re: Zoning Ordinance Amendments to Article 11 Off-Street Parking.** Attached is a proposed Zoning Ordinance amending Chapter 10 – Zoning Ordinance, Article 11 – Site Development Standards, Section 10.1110 – Off-Street Parking. The request is for a first reading at the next City Council meeting of December 3, 2018.

The amendments are being proposed to clarify the off-street parking requirements in the zoning ordinance. Specifically, additional criteria is being proposed for the granting of a conditional use permit by the Planning Board for providing less than the minimum number of off-street parking spaces required or for exceeding the maximum of off-street parking spaces allowed. Three housekeeping amendments are also proposed.

The Planning Board conducted a public hearing on this proposed zoning amendment at its October 18, 2018 meeting and voted to recommend approval to the City Council with amendments at that time

*I recommend the City Council move to schedule a first reading for the December 3, 2018 City Council meeting to amend the Article 11 – Site Development Standards, Section 10.1110 – Off-Street Parking as presented in the document titled “Proposed Off-Street Parking Amendments” dated October 18, 2018.*

8. **2019 Schedule of City Council Meetings and Work Sessions.** Attached for your review and adoption is a proposed schedule for City Council Meetings and Work Sessions for calendar year 2019.

*May I have your approval on this 2019 Schedule.*

9. **Next Steps Re: Mayor’s Blue Ribbon Committee on Sister Cities and Citizen Diplomacy.** In the Final Report and Recommendations presentation by the Blue Ribbon Committee on Sister Cities and Citizen Diplomacy at the October 15, 2019 City Council meeting, there were a number of suggested actions for the City Council to consider. The first action would be to accept the report and then coordinate with the Committee on suggestions for establishing a standing committee to carry out the next steps outlined in the report.

*Therefore, I recommend the City Council move to accept the report.*

10. **Holiday Parking.** In keeping with past traditions, the Parking Division proposes that the City Council considers offering on-street downtown parking free of charge from Monday, December 17 through Monday, December 24, 2018 in an effort to attract the shopping public and in support of downtown businesses. In October, 2018, Portsmouth on-street parking averaged \$9,865.00 daily, which would equate to \$98,650.00 for the 10-day period. When the City estimates it's parking revenues for the year, it accounts for the Holiday Free Parking.

*I recommend the City Council move to authorize the City Manager to implement a free holiday parking period from December 17 through December 24, 2018.*

11. **Banfield Road Improvements.** The Department of Public Works is in the process of finalizing acquisitions and plans as part of the Banfield Road Improvements Project. That project includes areas of widening and shifting of the roadbed, replacement of culverts, installation of guardrail, and the construction of a pedestrian accommodation from Ocean Road to Heritage Avenue.

Among the parcels impacted by the project is a City-owned property located on the south side of Banfield Road identified as parcel 0294-0009-0000 on the [attached figure entitled "Impacts to City-Owned Properties."](#) That parcel is currently a conservation property as defined and regulated by City Ordinance Chapter 8, Article V, Conservation Ordinance. Pursuant to §8.501 of that Ordinance, any use other than for the purposes of passive recreation must be approved by the City Council by two-thirds (2/3) vote. Because the City seeks to use the property for drainage purposes to improve the road, a vote of the City Council is required. That City Council vote must be preceded by a referral to the Conservation Commission for a review and report back.

For reference, the [attached figure](#) also identifies impacts to the two properties acquired by the City in fee the last two years along Banfield Road. Those properties are identified as parcel 0283-0019-0000 (the property purchased from Ferrari Remodeling) and parcel 0275-0005-0000, the so-called "teepee property." The specific drainage impacts to all three of these City-owned parcels are shown in the attached exhibits to the figure. Note also that the Department of Public Works will be coming forward with proposed easements from private property owners separately.

*I recommend the City Council move to refer to the Conservation Commission the proposed roadway drainage impacts to conservation property identified as parcel 0294-0009-0000 for a review and report back.*

### ***Informational Items:***

1. **Events Listing.** For your information, [attached is a copy of the updated Events Listing showing events from this date forward through 2018.](#) In addition, this can be found on the City's website.

2. **Peirce Island Wastewater Treatment Facility Upgrade Project: Progress Report November 2018.** Attached for your information is a Progress Report dated November 2018 regarding the Peirce Island Wastewater Treatment Facility Upgrade.

This deed was reviewed by  
Julie A. Byars, Attorney  
U.S. Army Corps of Engineers  
New England District  
696 Virginia Road, Concord MA

**QUITCLAIM DEED**  
**PAUL A. DOBLE U.S. ARMY RESERVE CENTER**  
**ROCKINGHAM COUNTY, NEW HAMPSHIRE**

This QUITCLAIM DEED, by and between the UNITED STATES OF AMERICA (hereinafter the “GRANTOR”), acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to a delegation of authority from the Secretary of the Army (hereafter the “Secretary”), under the authority of the provisions of Section 2837 (a)(3), of the National Defense Authorization Act for Fiscal Year 2014, Public Law 113-66, and the CITY OF PORTSMOUTH, NEW HAMPSHIRE, acting by and through the City Manager, (hereinafter the “GRANTEE”), whose address is 1 Junkins Avenue, Portsmouth, NH 03801.

WITNESSETH THAT:

THE GRANTOR does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, without consideration, all right, title, and interest of the GRANTOR in the property, situated, lying and being in the County of Rockingham, New Hampshire, containing approximately 3.49 acres, as shown in a boundary survey entitled, “USARC 99<sup>th</sup> RSC East”, prepared by York Land Services, LLC dated August 27, 2009, and recorded at the Rockingham County Registry of Deeds as Plan Number D-36061 on September 9, 2009, as more particularly described in Exhibit A, said Exhibit attached hereto and made a part hereof (hereinafter referred to as the “Property”);

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not;

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed;

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining;

PROVIDED, HOWEVER, the Property shall be used and maintained for public park or recreation purposes only, in perpetuity. If the Secretary of the Army determines at any time that

the Property is no longer used or maintained in accordance with public park or recreation purposes, all right, title, and interest in and to the Property shall revert, at the option of the Secretary, to the United States, and the United States shall have the right of immediate entry onto the Property. Any determination of the Secretary under this provision shall be made on the record after an opportunity for a hearing;

PROVIDED FURTHER, that in lieu of exercising the right of reversion retained in the preceding paragraph, the Secretary may require the GRANTEE or its successors and assigns to pay to the United States an amount equal to the fair market value of the Property, which fair market value shall be determined by the Secretary;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

**1. Property Covered by Notice, Description, Access Rights, and Covenant Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**

For the Property, the GRANTOR provides the following notice, description, and covenant and retains the following access rights:

**A. Notice Pursuant to Sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)):**

Pursuant to sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit B, attached hereto and made a part hereof.

**B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):**

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the

remedial action taken, if any, on the Property is provided in Exhibit B, attached hereto and made a part hereof.

**C. Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)):**

Pursuant to sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the United States warrants that –

(1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and

(2) any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

**D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor



its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

### **3. “AS IS” CONDITION OF PROPERTY**

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed “AS IS” without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size or kind or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. Any failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property shall not constitute grounds for any claim or demand against the GRANTOR.

C. Nothing in this “AS IS” provision will be construed to modify or negate the GRANTOR’s obligation under the “Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

### **4. HOLD HARMLESS**

A. To the extent authorized by law, the GRANTEE, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance herein.

B. The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this Deed including, without limitation, any costs

associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this “Hold Harmless” provision shall be construed to modify or negate the GRANTOR’s obligation under the “Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

## **5. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If a release or threatened release of a hazardous substance is discovered on the Property after the date of this Deed, the GRANTEE, its successors or assigns shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the GRANTEE or its successors or assigns is able to demonstrate that such a release or threatened release of a hazardous substance was due to the GRANTOR’s activities, use, or ownership of the Property. If the GRANTEE, or its successors or assigns believe the newly discovered hazardous substance is due to the GRANTOR’s activities, use, or ownership of the Property, the GRANTEE or its successors or assigns shall immediately secure the site and notify the GRANTOR of the release or threatened release of the hazardous substance and the GRANTEE or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the GRANTOR.

B. The GRANTEE, for itself, its successors and assigns, hereby releases the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of this Deed where such hazardous substance was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the GRANTOR after the date of this Deed. This provision shall not affect the GRANTOR’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

## **6. ENVIRONMENTAL PROTECTION PROVISIONS**

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without including the Environmental Protection Provisions set forth in Exhibit C, attached hereto and made a part hereof, and shall require the inclusion of the said provisions in all subsequent deeds, easements, transfers, leases, or grant any interest, privilege or license in, of, on, or to the Property or any portion thereof.

## **7. NON-DISCRIMINATION COVENANT**

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their

employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

**8. ANTI-DEFICIENCY ACT**

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

**9. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon timely or complete performance of any obligation of the GRANTEE, or its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and all such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be duly executed in its name by the Director of Real Estate, this \_\_\_\_ day of \_\_\_\_\_, 2018.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
BRENDA M. JOHNSON-TURNER  
Director of Real Estate  
Headquarters, U.S. Army Corps of Engineers

NOTARIAL CERTIFICATE

I, \_\_\_\_\_, a Notary Public in and for the District of Columbia, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Brenda M. Johnson-Turner, Director of Real Estate, HQUSACE, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ACCEPTANCE BY GRANTEE

The City of Portsmouth, New Hampshire, GRANTEE, hereby accepts this Deed for itself, its successors and assigns, subject to all of the notices, conditions, covenants, reservations, restrictions and terms contained herein this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF PORTSMOUTH  
ROCKINGHAM COUNTY,  
NEW HAMPSHIRE

By: \_\_\_\_\_  
John P. Bohenko, City Manager  
Per vote of Portsmouth City Council  
On \_\_\_\_\_, 2018

STATE OF NEW HAMPSHIRE )  
 ) ss  
COUNTY OF ROCKINGHAM )

I, the undersigned, a Notary Public in and for the State of New Hampshire, County of Rockingham, do hereby certify that on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, John P. Bohenko, City Manager, City of Portsmouth known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ for the City of Portsmouth, New Hampshire, and that John P. Bohenko, who signed the foregoing instrument on behalf of the Grantee, was then City Manager of Portsmouth, New Hampshire. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

Paul A Doble Army Reserve Center  
Rockingham County, New Hampshire

The property situated, lying and being in the City of Portsmouth, County of Rockingham, in the State of New Hampshire, more particularly described as follows:

Situated in the State of New Hampshire, County of Rockingham, on the north side of Cottage Street, approximately 180 feet northeast of the intersection of U.S. Route 1 Bypass, and more particularly described with bearings being referenced to the New Hampshire State Plane Grid, (NAD 83) as follows:

Beginning at a found 6"x6"x26" concrete monument with brass pin in lead, at the intersection of the north Right-of-Way line of Cottage Street and the east Right-of-Way line of (formerly) Inland Street, now Jane C. Garland (Decree 2232/1002);

Thence with the line of Jane C. Garland and Fredrick J. Bailey III (Deed Book 3192, Page 2799), N 35° 57' 31" W 399.96 feet to a found 6"x6"x28" concrete monument with brass pin in lead;

Thence, with the line of Fredrick J. Bailey III and David Albert and Susan Jane Brewster (Deed Book 5005, Page 178), N 54° 59' 20"E, passing a found 1-1/4 inch pipe (0.25 southeast of the line) at 200.06 feet, being the southwest corner of Brewster, with a total distance of 225.02 feet to a found 6"x6" flush concrete monument with brass pin in lead;

Thence, with the line of David Albert and Susan Jane Brewster, S 36° 04' 20" E 100.06 feet to a found 6"x6"x4" concrete monument with brass pin in lead;

Thence, continuing with the line of David Albert and Susan Jane Brewster, Mark J. Ayotte (Deed Book 4062 Page 1147) and Colonial Avenue (50' undeveloped street), N 54° 59' 43" E, passing a found iron pin and cap (0.03 feet southeast of the line) at 98.93 feet, being the southwest corner of Ayotte, and passing a found 6"x6"x25" concrete monument with brass pin in lead at 224.78 feet, in the west Right-of-Way line of said Colonial Avenue, with a total distance of 248.31 feet, to a found 4"x4"x36" granite monument with a brass disk marked "99<sup>th</sup> RSC EAST, LLS 450 2009" (protruding 12" out of the ground) in the Right-of-Way of said Colonial Avenue;

Thence, with Colonial Avenue, S 36° 10' 18" E 199.60 feet to a found 4"x4"x36" granite monument with a brass disk marked "99<sup>th</sup> RSC EAST, LLS 450 2009"

(protruding 6" out of the ground), being the northeast corner of S & D Realty Mgt. Ltd., LLC (Deed Book 4195, Page 1238);

Thence, with the line of S & D Realty Mgt. Ltd., LLC, S 54° 51' 50" W, passing a found 6"x6"x24" concrete monument with brass pin in lead, at 24.12 feet, in the west Right-of-Way line of Colonial Avenue, with at total distance of 124.11 feet to a found 6"x6"x24" concrete monument with brass pin in lead;

Thence, continuing with the line of S & D Realty Mgt. Ltd., LLC, S 35° 57' 28" E 100.02 feet to a found 6"x6"x1" concrete monument with brass pin in lead, in the north Right-of-Way line of Cottage Street;

Thence, with said north Right-of-Way line of Cottage Street, S 54° 59' 20" W 350.16 feet, to the Point of Beginning.

Containing 3.49 acres, more or less.

As shown in a boundary survey entitled, "USARC 99<sup>th</sup> RSC East", prepared by York Land Services, LLC dated August 27, 2009 and recorded at the Rockingham County Registry of Deeds as Plan Number D-36061 on September 9, 2009.

Meaning and intending to convey the same premises conveyed to the United States by deed from Barbara J Washburn and Lee P. Washburn dated 30 August 1956 and recorded in the Rockingham County Registry of Deeds in Book 1407 at Page 14; deed from William H. Hubbard and Pauline F. Hubbard dated 15 November 1956 and recorded in Book 1419, Page 77; deed from Mary J. Regan dated 7 June 1957 and recorded in Book 1434, Page 51; deed from Barbara J. Washburn and Lee P. Washburn dated 7 June 1957 and recorded in Book 1434, Page 52; and deed from John C. Sullivan and Alice L. Sullivan dated 30 August 1956 and recorded in Book 1407, Page 13.



**EXHIBIT B**

**NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

<b>Building Number</b>	<b>Name of Hazardous Substance(</b>	<b>Date of Storage, Release, or Disposal</b>	<b>Remedial Actions</b>
Soil and groundwater	Methyl Ethyl Ketone (MEK)	A 1,000-gallon UST that contained No. 2 fuel oil was removed on November 23, 1999. During removal, brine used as part of the leak detection system was released, resulting in a soil and groundwater investigation. One soil sample collected had levels of benzo(a)pyrene (5.6 ppm) that exceeded the Method 1 S-3 Soil Standards. However, benzo(a)pyrene was not detected in the corresponding duplicate samples above this standard. MEK was detected in groundwater exceeding the Method 1 GW-1 Standard. The presence of MEK was determined to be due to the brine spillage.	The exceedance of groundwater criteria triggered a listing on the New Hampshire Allsites list for spills in the state that can, or have the potential to, impact groundwater. A subsurface investigation that involved installing three wells was completed in September 2002. Samples collected from both soil and groundwater did not exceed the New Hampshire Department of Environmental Services (NHDES) Method S-3 soil standards or the New Hampshire Ambient Groundwater Quality Standards (AGQS), respectively. NHDES approved closure of this incident in 2003.

\* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or ‘Superfund’) 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance’s CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.

## **EXHIBIT C**

### **ENVIRONMENTAL PROTECTION PROVISIONS**

#### **1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

A. The GRANTEE is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material (“ACM”) has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

#### **2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE**

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the

Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

### **3. PESTICIDE NOTICE AND COVENANT**

The GRANTEE is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The GRANTOR and GRANTEE know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. §136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The GRANTEE covenants and agrees that if the GRANTEE takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, GRANTEE assumes all responsibility and liability therefor.

Map 296 Lot 2  
outlined in blue



## PHASE 2 LICENSE AGREEMENT

This PHASE 2 LICENSE AGREEMENT (this “License”) dated January 30, 2019 is by and between the City of Portsmouth, New Hampshire, a municipal corporation duly existing under the laws of the State of New Hampshire with offices located at 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire 03801 (the “City”) and Vaughan Street Hotel LLC, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, NH 03106 (for itself and its successors and assigns, the “Owner”). The City and the Owner may sometimes be collectively referred to herein as the “Parties” and sometimes each be individually referred to as a “Party.”

### RECITALS

A. **WHEREAS**, the Owner owns the land, with the buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 225 and 299 Vaughan Street in Portsmouth, County of Rockingham and State of New Hampshire, being shown on the City of Portsmouth’s Assessor’s Map as Tax Map 124, Lot 10 (the “Premises”). For the Owner’s title to the Premises, see two (2) deeds recorded in the Rockingham County Registry of Deeds (the “Registry”) at Book 5848, Page 0129, and Book 5848, Page 1508.

B. **WHEREAS**, the Owner is developing the Premises for use as a 154-room AC Hotels by Marriott hotel (the “Project”).

C. **WHEREAS**, the Premises abuts Vaughan Street, a public right-of-way, Green Street, a public right-of-way, and a parcel of land owned by the City and commonly known as Tax Map 123, Lot 15.

D. **WHEREAS**, the Owner has requested a construction license from the City in connection with Phase 2 construction of the Project as described in that certain Construction Management and Mitigation Plan (CMMP) by and among the City and the Owner dated April 13, 2018 attached hereto as Exhibit A (the “CMMP”) and the Portsmouth City Council previously granted a License to Owner for Phase 1 construction of the Project by vote on August 20, 2018, which was executed by the City and the Owner on August 30, 2018.

E. **WHEREAS**, the City acknowledges that it will benefit from the development of the Project and hereby desires to grant this License to the Owner.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and in consideration of the mutual promises contained herein, the Parties covenant and agree as follows:

1. Grant of License. The City hereby grants to the Owner as appurtenant to the Premises, the right and license to enter upon and use the areas depicted as the Proposed License Area (the "Licensed Area") on the License Exhibit attached hereto as Exhibit B (the "Plan") where Owner's property abuts Vaughan Street consisting of 6,235 square feet including a portion of the street, sidewalk and parking spaces included on the plan as shown. During the Term (as defined herein), Vaughan Street shall be operated as a one-way street.

2. Term of License. The license shall be for two hundred and forty consecutive days commencing on the date hereof, unless earlier terminated by Owner pursuant to Section 13 below (the "Term"). Upon expiration of the Term, the License shall automatically terminate without necessity of execution of any additional document or instrument, and the Parties shall no longer have any rights or obligations under this License, except such rights and obligations as expressly survive termination of this License, including as set forth in Sections 7 and 8 below.

3. Access and Use of Licensed Area. The Owner shall have access to the Licensed Area and the ability to exercise the rights under the License twenty-four (24) hours a day during the Term in accordance with applicable City ordinances and regulations. The License shall be irrevocable during the Term, except that the City may temporarily suspend the License in cases of (i) emergency, (ii) paramount municipal need, or (iii) for the City's access to its underground utilities and pipes. The City will provide the Owner with reasonable notice of the suspension of the License to access its underground utilities and pipes or in the event of a paramount municipal need.

4. Use of Easements by Those Claiming By, Through, or Under Parties. The License shall include use of the License by those claiming by, through or under the Owner, including, but not limited to, any agents, representatives, guests, licensees and invitees of the Owner.

5. Signage. The Owner will post appropriate detour signage for the benefit of the public in accordance with the Plan and the CMMP.

6. Public Safety. The Owner shall exercise the License in a safe and sound fashion at all times and shall take such actions as are necessary to protect the public safety in accordance with the CMMP.

7. Damage. The Owner shall repair any damage to the Licensed Area caused by the Owner's exercise of the License as reasonably specified by the City and to the extent not already required by the approved site plan. This Section 7 shall survive termination or revocation of the License.

8. Indemnity. The Owner agrees to indemnify, defend and hold harmless the City and its officials, agents and employees from any and all claims arising from Owner's use of the Licensed Area. This Section 8 shall survive termination or revocation of the License.

9. Insurance. Licensee shall at all times maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee shall maintain a certificate of insurance on file with the City's Legal Department during the Term.

10. Notices. Any notice or other like communication given pursuant to this License shall be in writing and shall be delivered by hand, by certified mail, or by FedEx or other overnight delivery service, at the address listed in the initial paragraph of this License. Any Party shall have the right to designate a different notice address by notice similarly given. Any notices or other communications given under this License shall be deemed to have been given on the date the same was delivered, if delivered in hand, deposited in the United States mails as certified mail, or deposited with Federal Express or other overnight delivery service.

11. Force Majeure. If the Project shall be delayed or the Owner is hindered in or prevented from the performance of any act required under this License by reason of acts of God, strikes, lockouts, labor troubles, riots, insurrection, or war, then the Term of the License shall be extended on a day-for-day basis corresponding to the length of the delay.

12. License Fee. Owner shall pay to the City a license fee (the "License Fee") equal to \$9,383.00 per month of the Term (the "License Fee") for the Licensed Area in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property" (the "License Fee Policy") and shall continue to provide the City or its designees with 10 daily parking passes in the Portwalk Garage and 4 temporary parking passes at the 111 Maplewood Avenue lot pursuant to the License Agreement for Phase 1 free of charge. In addition, the Owner shall provide 6 weekday-only daily parking passes in the Portwalk garage for the entire Term of this License free of charge. The License Fee shall be due and payable in advance to the City on the first day of each month during the Term. No fee shall be due to the City for the duration of the Vaughan Street City Sewer Construction Project or any other period during which the City closes Vaughan Street. The Department of Public Works will be responsible for notifying the Owner of the duration of any closure of Vaughan Street.

13. Amendments and Termination. This License may be modified, amended, or cancelled only by a written instrument executed by all parties in interest at the time of such modification, amendment, or cancellation; provided, however, that Owner may terminate this License with respect to all or, a portion of the Licensed Area at any time by giving 10 days' written notice to the City of the date of such termination and the total square footage reduction of the Licensed Area surrendered. Upon termination or reduction of the Licensed Area, Owner shall be reimbursed or credited on a pro-rata basis for any unused days.

14. Waivers. Failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall never be a waiver by such Party of any of the rights hereunder. Further, no waiver at any time of any of the provisions hereof by a Party shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

15. Exhibits; Captions; Recitals. Exhibits A and B are hereby incorporated herein by reference and made a part hereof, as fully as if set forth in full herein. The captions of the articles and sections of this License are for convenience only and shall not be considered or referenced in resolving questions of interpretation and construction. The Recitals are incorporated herein by reference.

16. Construction of License. This License, which may be executed in multiple copies, is to take effect as a sealed instrument; shall be construed under New Hampshire law (without regard for conflicts of laws principles); sets forth the entire agreement between the Parties; and supersedes all prior agreements and memoranda with respect to the subject matter hereof, except for the approved site plan, the CMMP, and that certain License Agreement dated June 26, 2018 and as amended on August 30, 2018.



**VAUGHAN STREET HOTEL LLC**

By: \_\_\_\_\_  
Name:  
Its: Manager  
Duly Authorized

**CITY OF PORTSMOUTH**

By: \_\_\_\_\_  
Name:  
Its:  
Duly Authorized

THE STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This License Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ the Manager of Vaughan Street Hotel LLC, a New Hampshire limited liability company, on behalf of the limited liability company.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:  
Name: \_\_\_\_\_  
[print]

THE STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This License Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ of the City of Portsmouth, New Hampshire, on behalf of the City of Portsmouth.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:  
Name: \_\_\_\_\_  
[print]  
My Commission Expires:

**EXHIBIT A**

**CMMP**

[To Be Attached Hereto]

**EXHIBIT B**

**License Exhibit**

[Attached Hereto]



**LICENSE AGREEMENT**  
**FOR BLUESTONE PROPERTIES OF RYE, LLC**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Bluestone Properties of Rye, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at PO Box 4780, Portsmouth, NH 03802 pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 135 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0126-0005-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5761 Page 1289

The City authorizes Licensee to temporarily use 563 square feet of City sidewalk and right of way located along Congress Street, more particularly described in the attached Exhibit A, as follows:

**License Area 1:** 563 square feet depicted and described as License Area 1 in Exhibit A: metal staging on sidewalk

2. **Use:** Licensee shall make use of the Licensed Area for the purpose of facilitating the Licensee's construction activities only and in accordance with the terms and conditions set forth herein and consistent with a Construction Management and Mitigation Plan ("CMMP") entered into between the City and Licensee attached hereto as Exhibit B.
3. **Term:** The license for all License Areas shall begin on November 20<sup>th</sup>, 2018 and end on March 26<sup>th</sup>, 2019.
4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the Licensed Areas and again when it returns the Licensed Areas to the City's control and use.

5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled “License Fee for Encumbrance of City Property” (the “License Fee Policy”). The License Fee Policy provides that Owner will be charged \$0.15 per square foot per day for use of City property.

**License Area 1:** License Area 1 is 563 square feet multiplied by \$0.15 per square foot equals \$84.45 per day.

The total License Fees for the License Term of the 127 days for the License Area is **\$10,725.15**.

In the event that the City Council amends and reduces the *License Fee for Encumbrance of City Property Policy* during the term of this License, the City will reimburse Licensee a portion of its License Fee on a pro rata basis consistent with the amended policy without the need of further vote of the Council.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement. Because it is in the City’s interest that the Licensed Areas be returned to the public use as soon as possible, if License Area 1 is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

Licensee may terminate this License prior to the end of the term by returning License Area 1 to safe and effective use by the public prior to the expiration of the term of this License. Licensee shall contact the Director of Public Works for a determination that License Area 1 has been returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the Licensed Areas or Area to the City in the manner prescribed under this License by the end of the term may result in enforcement action by the City.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**City of Portsmouth**

By: \_\_\_\_\_  
 John P. Bohenko  
 City Manager

Pursuant to vote of the City Council  
 of \_\_\_\_\_

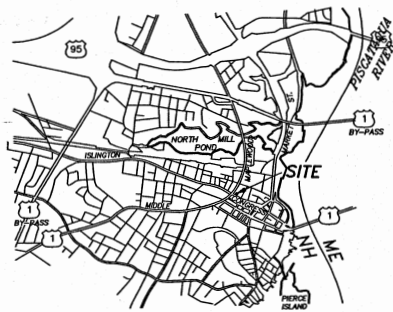
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Licensee**

By: \_\_\_\_\_

\_\_\_\_\_





**LOCUS**

**NOTES:**

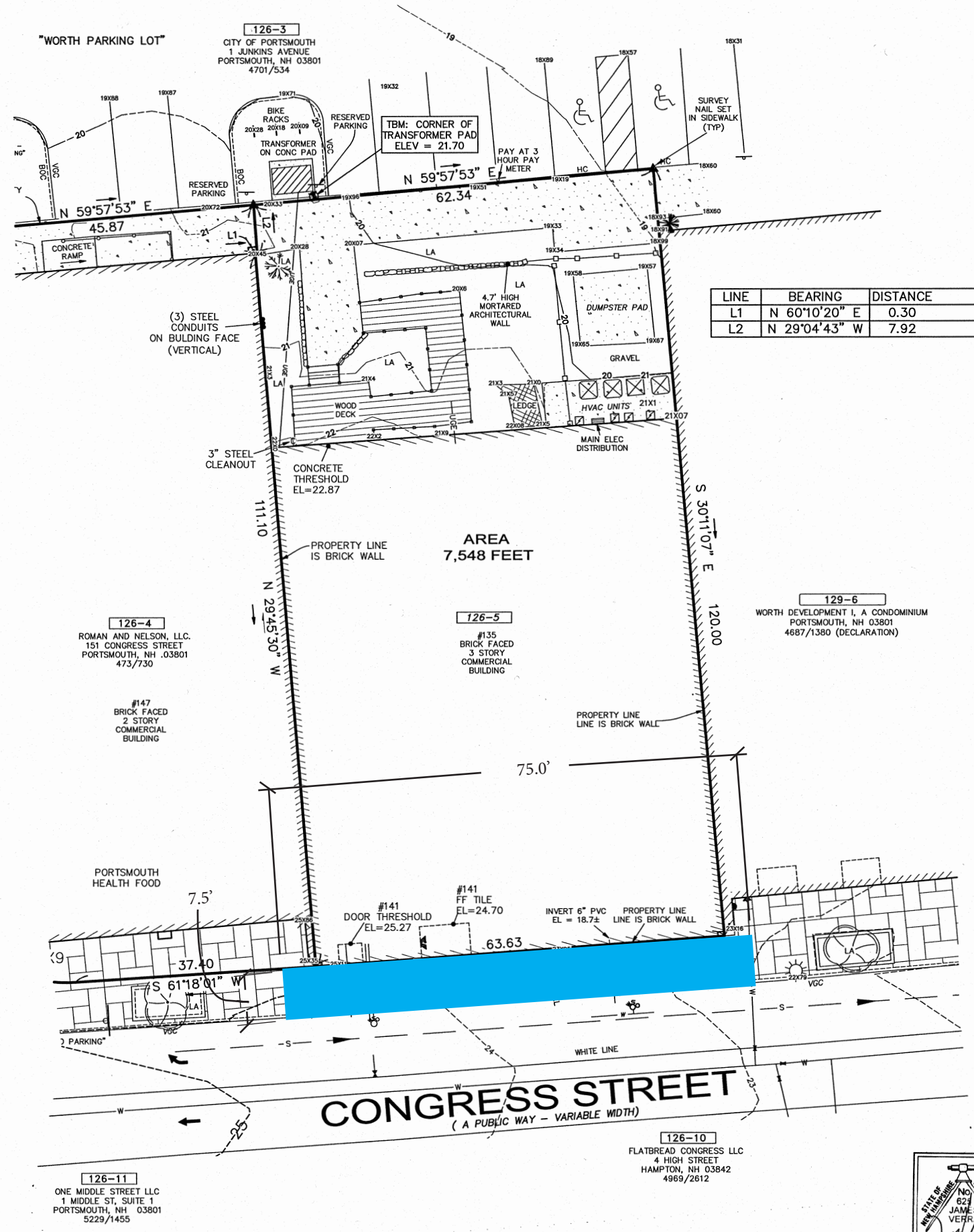
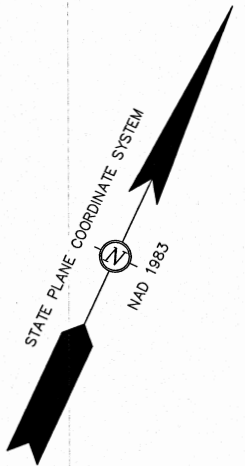
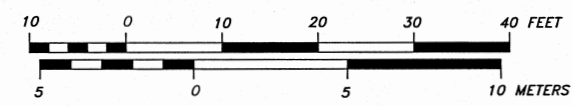
- OWNER OF RECORD.....BLUESTONE PROPERTIES OF RYE, LLC  
 ADDRESS.....PO BOX 4780, PORTSMOUTH, NH 03802  
 DEED REFERENCE.....5761/1289 & 5845/645  
 TAX SHEET / LOT.....126-5
- ZONED:  
 DOD (DOWNTOWN OVERLAY DISTRICT)  
 HD (HISTORIC DISTRICT)  
 CD5 (CHARTER DISTRICT 5)  
 MINIMUM OPEN SPACE REQUIRED 5%  
 PROVIDED:  
 NEW LOT 126-5  
 1031 SF OPEN / 7548 =13.7 % OPEN SPACE
- THE RELATIVE ERROR OF CLOSURE WAS LESS THAN 1 FOOT IN 15,000 FEET.
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE CATCH BASINS, MANHOLES, WATER GATES ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES. ALL CONTRACTORS SHOULD NOTIFY, IN WRITING, SAID AGENCIES PRIOR TO ANY EXCAVATION WORK AND CALL DIG-SAFE @ 1-800-225-4977.
- THE PARCEL SHOWN HEREON LIES IN ZONE X, AREA OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER MAP 33015C0259E, DATED MAY 17, 2005 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- HORIZONTAL DATUM: NAD 1983(1986 ADJUSTMENT), PRIMARY BENCH MARK: NHDOT 397-0150  
 ELEVATION DATUM: NAVD 1988, PRIMARY BENCH MARK: CITY CONTROL POINT "ALBA".
- CONTRACTOR TO VERIFY SITE BENCHMARKS BY LEVELING BETWEEN 2 BENCHMARKS PRIOR TO THE SETTING OR ESTABLISHMENT OF ANY GRADES/ELEVATIONS. DISCREPANCIES ARE TO BE REPORTED TO JAMES VERRA AND ASSOC., INC.

**REFERENCE PLANS:**

- LOT LINE REVISION, 135 & 147 CONGRESS STREET, PORTSMOUTH, NH, OWNERS: BLUESTONE PROPERTIES OF RYE, LLC. & ROMAN AND NELSON, LLC., REVISED 6-31-2017. RCRD #D-40317.

**LEGEND:**

- ..... BOUND as DESCRIBED
- ⊙ ..... SEWER MANHOLE
- ▨ ..... CEMENT CONCRETE PAD
- ⊞ ..... ELECTRICAL BOX
- ⊞ ..... TELEPHONE RISER
- ▩ ..... TRANSFORMER & PAD
- ⊙ ..... SEWER MANHOLE
- s- ..... SEWER LINE
- s- ..... SIGN
- v-g-c ..... VERTICAL FACED GRANITE CURB
- ⊞ ..... HANDICAP SPACE
- RCRD ..... ROCKINGHAM COUNTY REGISTRY OF DEEDS
- \* ..... CONIFEROUS TREE
- ⊙ ..... DECIDUOUS TREE
- ▩ ..... BRICK WALK
- LA ..... LANDSCAPED AREA
- ⊙ ..... TRAFFIC SIGNAL POLE
- BOC ..... BACK OF CURB
- HC ..... HANDICAP ACCESSIBLE
- u-g-c- ..... UNDERGROUND COMMUNICATIONS
- ⊞ ..... SIAMESE CONNECTION



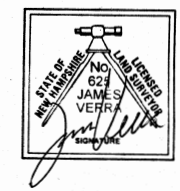
LINE	BEARING	DISTANCE
L1	N 60°10'20" E	0.30
L2	N 29°04'43" W	7.92

AREA  
7,548 FEET

129-6  
WORTH DEVELOPMENT I, A CONDOMINIUM  
PORTSMOUTH, NH 03801  
4687/1380 (DECLARATION)

126-11  
ONE MIDDLE STREET LLC  
1 MIDDLE ST, SUITE 1  
PORTSMOUTH, NH 03801  
5229/1455

126-10  
FLATBREAD CONGRESS LLC  
4 HIGH STREET  
HAMPTON, NH 03842  
4969/2612



**SURVEYOR:**  
**James Verra and Associates, Inc.**  
 LAND SURVEYORS  
 101 SHATTUCK WAY - SUITE 8  
 NEWINGTON, N.H. 03801- 7876  
 603-436-3557  
 20366-A

**ENGINEER:**  
  
 133 COURT STREET PORTSMOUTH, NH 03801  
 (603) 433-2335 www.ALTUS-ENG.com

**ISSUED FOR:**  
**ENGINEERING DESIGN**  
**ISSUE DATE:**  
**9-18-2017**

**REVISIONS**

NO.	DESCRIPTION	BY	DATE
1	ENGINEERING DESIGN	JV	3-16-2017
2	REVISED TO DATE	JV	9-15-2017

**DRAWN BY:** \_\_\_\_\_ **HRM**  
**APPROVED BY:** \_\_\_\_\_ **JV**  
**DRAWING FILE:** \_\_\_\_\_ **20633-A1**

**SCALE:**  
 22" x 34" - 1" = 10'  
 11" x 17" - 1" = 20'

**OWNER/APPLICANT:**  
**BLUESTONE PROPERTIES OF RYE, LLC**  
**PO BOX 4780**  
**PORTSMOUTH, NH**  
**ASSESSOR'S PARCEL 126-5**

**OWNER:**  
**BLUESTONE PROPERTIES OF RYE, LLC**  
**PO BOX 4780**  
**PORTSMOUTH, NH**  
**ASSESSOR'S PARCEL 126-5**

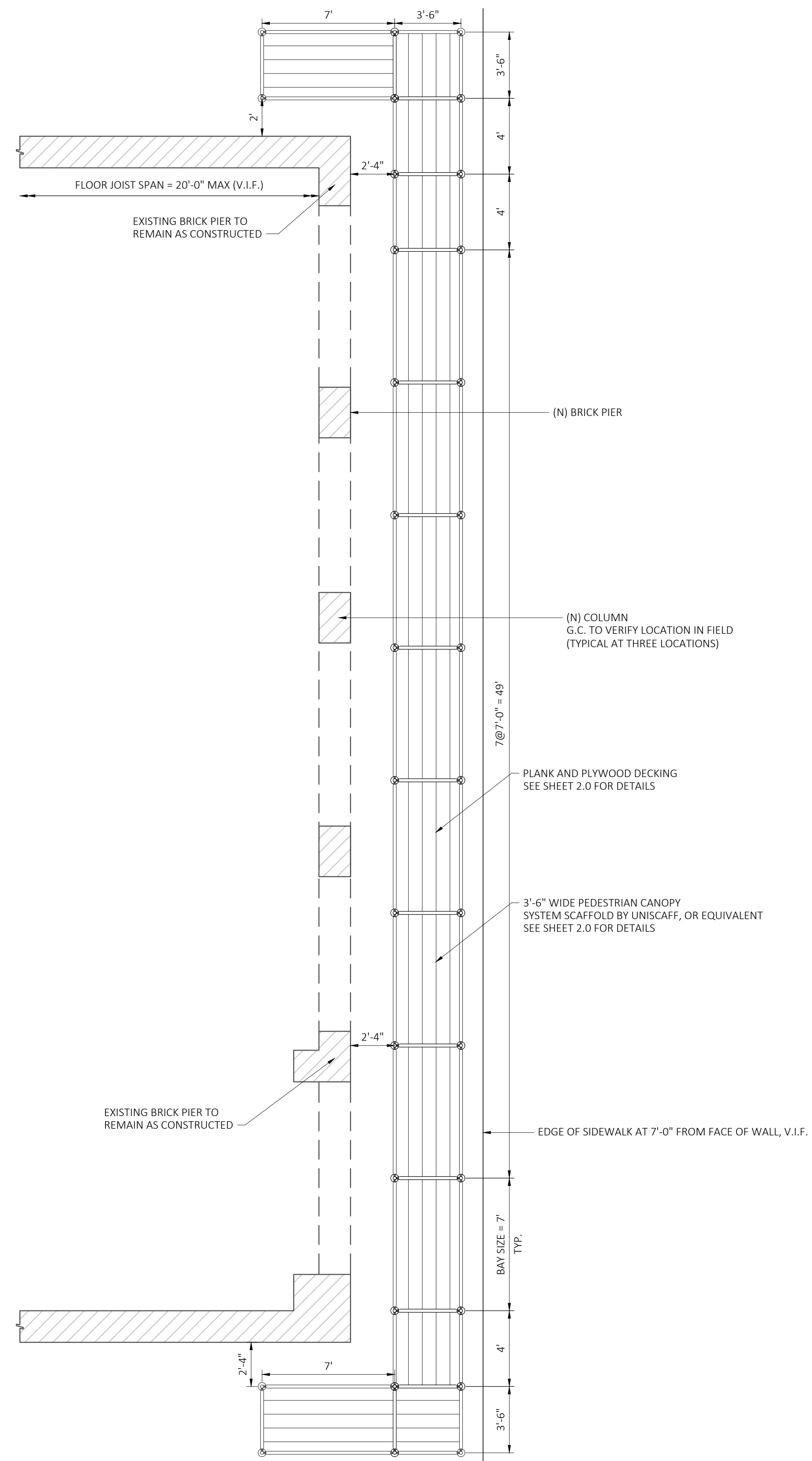
**PROJECT:**  
**EXISTING CONDITIONS PLAN**  
**135 CONGRESS STREET**  
**PORTSMOUTH, NH**  
**ASSESSOR'S PARCELS 126-5**

**TITLE:**  
**EXISTING CONDITIONS PLAN**

**SHEET NUMBER:**  
**1 OF 1**

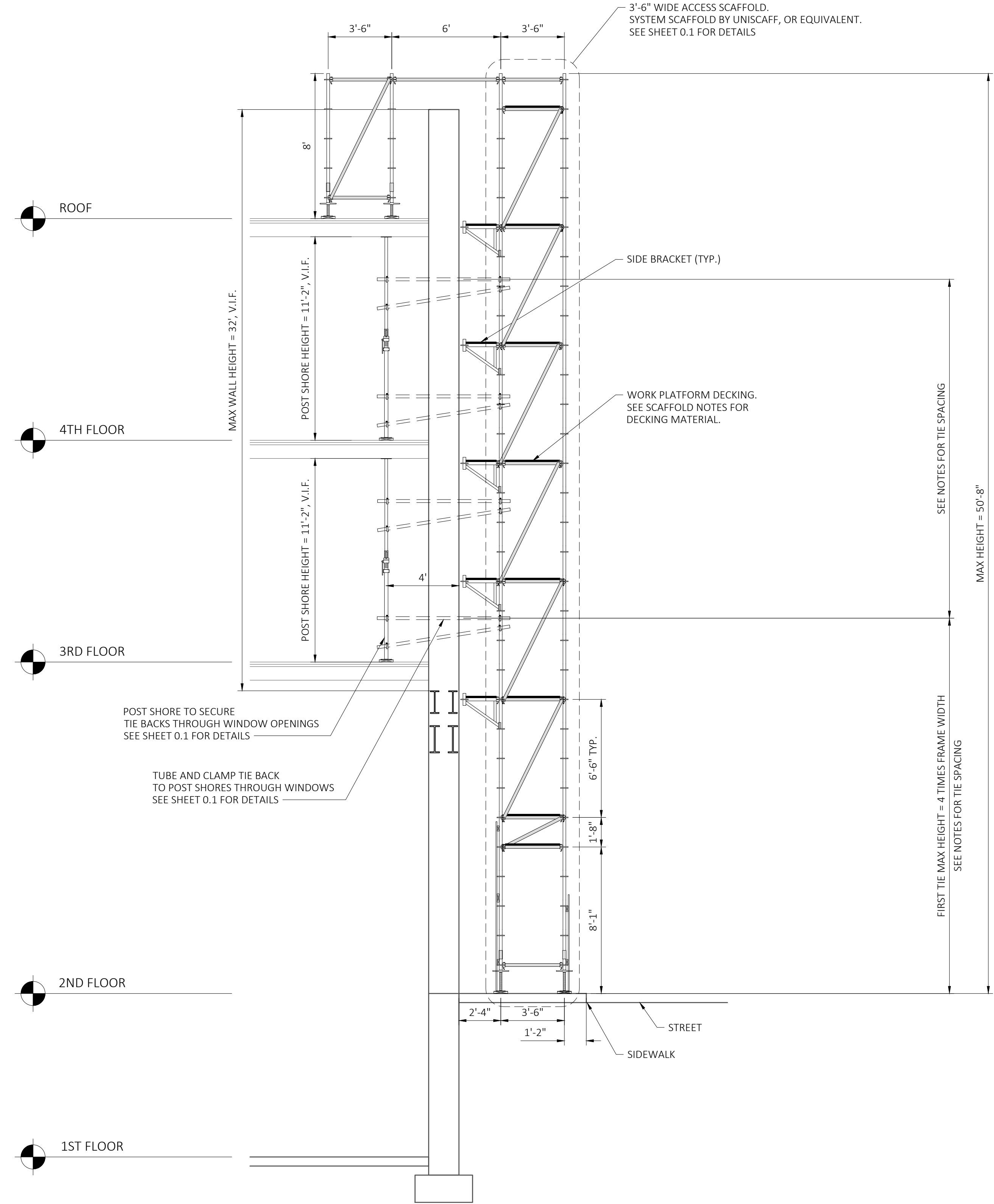
P4XXX

©2018 CRIMSON ENGINEERING ASSOCIATES, INC. (CEA) | DOCUMENT REUSE: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CEA AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CEA.



1 SYSTEM SCAFFOLD LAYOUT - PLAN VIEW

SCALE: 1/4" = 1'-0"



A SYSTEM SCAFFOLD - TYPICAL SECTION

SCALE: 1/4" = 1'-0"

**Crimson Engineering Associates, Inc.**



Denver, Colorado  
P: 720.502.4667 | F: 303.974.1734  
www.CrimsonEngineering.com

**PRELIMINARY**  
NOT FOR CONSTRUCTION

SEAL:

DATE	DESCRIPTION	REVISIONS

**CLIENT:**  
SEACOAST SCAFFOLD & EQUIPMENT CORP.  
243 SHEEP DAVIS RD.  
CONCORD, NH 03301

**GENERAL CONTRACTOR:**

**PROJECT:**  
135 CONGRESS STREET  
135 CONGRESS STREET  
PORTSMOUTH, NH

**SHEET TITLE:**  
ACCESS SCAFFOLD  
LAYOUT AND SECTION

**PROJECT #:** 181121  
**DRAWN BY:** TK  
**CHECKED BY:** BS  
**DATE:** 11/5/2018  
**SHEET:** 1.0  
**SCALE:**  
0 1"

**LICENSE AGREEMENT**  
**FOR 30 MAPLEWOOD LLC**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to 30 Maplewood LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 36 Maplewood Ave, Portsmouth NH pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 46 Maplewood Avenue, shown on the City of Portsmouth's Assessor's Map as Tax Map 125/2A, Lot 2 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5835, Page 1026.

The City authorizes Licensee to temporarily use three sections of City sidewalks located along Deer Street and Maplewood Avenue, more particularly described in the attached Exhibit A, Easement and License Plan, Tax Map 125-Lots 2 & 2A (Subdivision Lots 1 & 2) as follows:

**License Area 1:** 630 square feet of the sidewalk area located immediately adjacent to the Subject Property along the south side of Deer Street depicted and described as Zone 1 in Exhibit A:

**License Area 2:** 322 square feet of the sidewalk area located immediately adjacent to the Subject Property at the corner of the intersection of Deer Street and Maplewood Avenue as depicted and described as Zone 2 in Exhibit A.

**License Area 3:** 1,140 square feet square feet of the sidewalk area directly adjacent to the Subject Property on the west side of Maplewood Avenue as depicted and described as Zone 3 in Exhibit A.

2. **Use:** Licensee shall make use of the Licensed Area for the purpose of facilitating the Licensee's construction activities only and in accordance with the terms and conditions set forth herein and consistent with a

Construction Management and Mitigation Plan ("CMMP") entered into between the City and Licensee attached hereto as Exhibit B.

3. **Term:** The license for all three License Areas shall be for one hundred and twenty consecutive days, commencing 10 calendar days after Licensee provides written notice to City of the commencement date of the term, which shall not be any later than 30 days after the City Council's approval of this Agreement.
4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the Licensed Areas and again when it returns the Licensed Areas to the City's control and use.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property" (the "License Fee Policy"). The License Fee Policy provides that Owner will be charged \$0.15 per square foot per day for use of City property.

**License Area 1:** License Area 1 is 630 square feet. 630 multiplied by \$0.15 per square foot equals \$94.50 per day.

**License Area 2:** License Area 2 is 322 square feet. 322 multiplied by \$0.15 per square foot equals \$48.30 per day.

**License Area 3:** License Area 3 is 1,140 square feet. 1,140 multiplied by \$0.15 square foot equals \$171 per day.

The total License Fees for the License Term of the 120 days for the three License Areas is **\$37,656** (License Area 1-  $\$94.50 \times 120 = \$11,340$ ) + (License Area 2-  $\$48.30 \times 120 = \$5,796$ ) + (License Area 3-  $\$171 \times 120 = \$20,520.00$ )

The total License Fee shall be paid to the City in advance of the commencement of the term of this Agreement when Licensee sends written notice of the commencement of the term of the license as set forth in paragraph 3. Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if License Area 1, 2 or 3 or all Licensed Areas are returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

Licensee may terminate this License prior to the end of the term by returning License Area 1,2 or 3 or all Licensed Areas or any portion of the sidewalk, parking spaces, City right of way or City land to safe and effective use by the public prior to the expiration of the term of this



License. Licensee shall contact the Director of Public works for a determination that License Area 1, 2 or 3 or all Licensed Areas have been returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the Licensed Areas or Area to the City in the manner prescribed under this License by the end of the term may result in enforcement action by the City.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the Licensed Areas in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety in accordance with the CMMP. The Licensee shall secure the perimeter of the Licensed Areas and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the Licensed Areas caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board or the CMMP. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and CMMP may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice provided if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.

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

Dated this 2nd day of November, 2018

**City of Portsmouth**

By:   
John P. Bohenko  
City Manager

Pursuant to vote of the City Council  
of October 1, 2018.

Dated this 30<sup>th</sup> day of OCTOBER, 2018.

**Licensee**

By:   
Stephen Kelm  
Manager  
30 Maplewood LLC.



## License Agreement

KNOW ALL PARTIES BY THESE PRESENTS THAT Licensor (as identified below) hereby grants unto Licensee (as identified below) an irrevocable license to install, maintain, replace and operate the five street lights on the right-of-way abutting Brewery Lane and Jewell Court as shown on the site plan entitled, "Brewery Lane Site Plan Amendment, 11 & 55 Jewell Court, Portsmouth, N.H." attached hereto as **Exhibit A**.

### DEFINITIONS:

LICENSOR:	City of Portsmouth
LICENSOR ADDRESS:	1 Junkins Avenue Portsmouth, NH 03801
LICENSEE:	Brewery Lane Portsmouth, LLC
LICENSEE ADDRESS:	3 Penstock Way Newmarket, NH 03857
TERM:	Perpetual

### AGREEMENT TERMS AND CONDITIONS:

1. **LICENSE FEE.** N/A
2. **SECURITY DEPOSIT.** N/A
3. **OPERATIONS, IDEMNIFICATION.** Licensee agrees that, at all times during which this License Agreement shall be in effect, Licensee shall (i) comply with all applicable laws and regulations of any City, State or local governmental or other agencies having jurisdiction and (ii) except for any claims, damages, liabilities or expenses arising from or out of the negligent acts or willful omissions of Licensor, indemnify and hold Licensor harmless and defend Licensor (at such party's option) from and against any and all liability or claims thereof and expense in connection with any personal injury or property damage or any other matters arising out of Licensee's installation, repair, maintenance and operation of the five street lights on the right-of-way abutting Brewery Lane.
4. **DEFAULT.** In the event of a default by Licensee under this License Agreement, Licensor shall be entitled, upon thirty (30) days prior written notice, to remedy the default at Licensee's expense.
5. **MAINTENANCE AND REPAIR AND OPERATION.** Licensee shall maintain, repair, replace and operate the five street lights at its sole cost and expense in compliance with the approved Site Plan. Licensee shall operate and turn on the five street lights in coordination with the hours the Licensor's Public Works Department operates other street lights in the area to ensure consistency. Licensor shall have no obligation to maintain, repair, replace or operate the five street lights.
6. **ASSIGNMENT AND SUBLETTING.** Licensee shall assign, sublicense, license or otherwise transfer this License Agreement upon the sale or transfer of the Property, and any assignee, sublicense licensee or other transferee shall assume all obligations under this Agreement. Licensor shall be notified in writing to its Planning Director prior to any such transfer.



7. **MISCELLANEOUS.** This writing is intended by the parties as a final expression of their agreement, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings or agreements have been made or relied upon in the making of this License Agreement other than those specifically set forth herein. This License Agreement shall be governed by the law of the State of New Hampshire. Licensors and Licensee hereby mutually waive any right which either may have to a jury trial in any proceeding arising hereunder or relating hereto. Notices provided hereunder may be provided to Licensee at the location of its Licensed Area or by mail to the address above.

**IN WITNESS WHEREOF** the parties hereto, intending to be legally bound hereby have executed this License Agreement as of October 3, 2018.

**Licensor:** **City of Portsmouth,**  
a municipal corporation

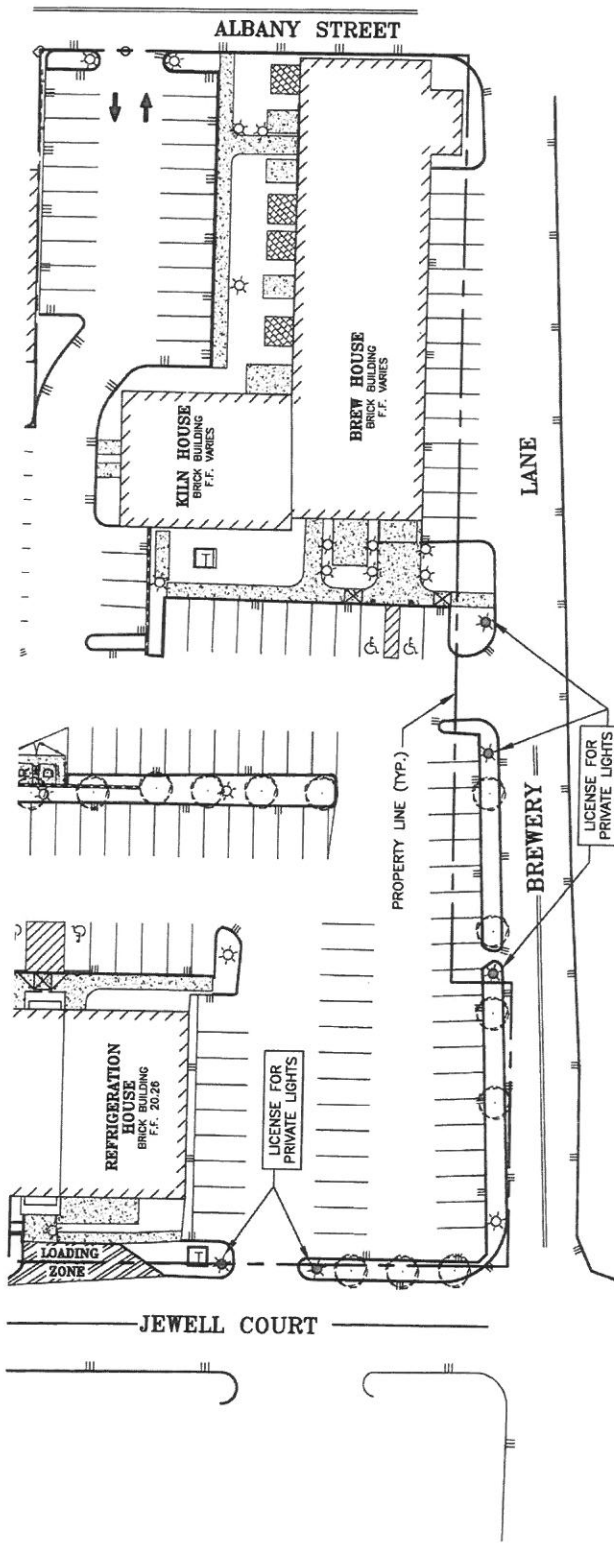
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

**Licensee:** **Brewery Lane Portsmouth, LLC,**  
a New Hampshire limited liability

By: \_\_\_\_\_  
Name: Eric J. Chingburg  
Title: Manager  
\_\_\_\_\_

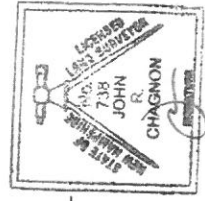
**NOTES:**

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 155 AS LOT 5.
- 2) OWNER OF RECORD:  
BREWERY LANE PORTSMOUTH LLC.  
3 PENSTOCK WAY  
NEWMARKET, N.H. 03857  
5709/2325
- 3) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED LICENSE TO BREWERY LANE PORTSMOUTH LLC FOR 5 PRIVATELY OWNED LIGHTS.




SCALE	1" = 40'
DATE	09/11/18
SHEET	1 OF 1
JOB	1666.02

**LICENSE TO BREWERY LANE PORTSMOUTH LLC  
FROM CITY OF PORTSMOUTH**  
TAX MAP 155 LOT 5  
90 & 110 BREWERY LANE  
CITY OF PORTSMOUTH  
COUNTY OF ROCKINGHAM  
STATE OF NEW HAMPSHIRE



I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

  
 JOHN R. CHAGNON, LLS #738  
 DATE 9-11-18  
**AMBIT ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 200 Griffin Road - Unit 3  
 Portsmouth, NH 03801-7114  
 Tel: (603) 430-8880  
 Fax: (603) 436-2315



**Proposed Off-Street Parking Amendments  
October 18, 2018**

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance, Article 11 – Site Development Standards, Section 10.1110 – Off-Street Parking, be amended as follows:

A. Delete existing Section 10.1112.52.

B. Insert a new Section 10.1112.14 as follows:

10.1112.14 The Planning Board may grant a conditional use permit to allow a building or use to provide less than the minimum number of off-street parking spaces required by Section 10.1112.30, Section 10.1112.61 or Section 10.1115.20, as applicable, or to exceed the maximum number of off-street parking spaces allowed by Section 10.1112.51.

10.1112.141 An application for a conditional use permit under this section shall include a parking demand analysis demonstrating that the proposed number of off-street parking spaces is sufficient for the proposed use.

10.1112.142 An application for a conditional use permit under this section shall identify permanent measures to reduce parking demand, including but not limited to provision of rideshare or bikeshare services servicing the property.

10.1112.143 The Planning Board may grant a conditional use permit only if it finds that the number of off-street parking spaces required or allowed by the permit will be adequate and appropriate for the proposed use of the property. In making this determination, the Board may accept, modify or reject the findings of the applicant's parking demand analysis.

10.1112.144 At its discretion, the Planning Board may require more off-street parking spaces than the minimum number requested by the applicant, or may allow fewer spaces than the maximum number requested by the applicant.

C. Amend Section 10.1112.21 as follows (deletions from existing language stricken; additions to existing language bolded; remaining language unchanged from existing):

The number of required off-street parking spaces shall be the sum of the requirements for the various individual uses on a lot computed separately, ~~except that a development designed as a shopping center shall comply with the specific requirements of Section 10.1112.30 for said use.~~

D. Amend Section 10.1112.323 as follows (deletions from existing language stricken; additions to existing language bolded; remaining language unchanged from existing):

Where the table indicates that the minimum required number of off street parking spaces shall be based on a parking demand analysis, the applicant shall submit such analysis for review by the Planning Board ~~through the Site Plan Review process.~~ Where the table indicates that a parking demand analysis is an alternative to a specified ratio, the applicant may submit such analysis to justify a ratio different from that listed in the table. In either case, the Planning Board may approve the number of parking spaces proposed by the analysis, or may approve a greater or lesser minimum number of parking spaces based on its review.

E. Amend Section 10.1115.21 as follows (deletions from existing language stricken; additions to existing language bolded; remaining language unchanged from existing):

The following requirements shall apply in the Downtown Overlay District in lieu of the requirements in Section 10.1112.30:

Use	Required Parking Spaces
Residential use (dwelling)	<del>1.3 space per dwelling unit</del> <b>Same as Section 10.1112.30</b>
Hotel or motel	0.75 space per guest room, plus 1 space per 25 sf of conference or banquet facilities
Other nonresidential use	No requirement

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

**2019 SCHEDULE OF CITY COUNCIL MEETINGS  
AND WORK SESSIONS**

**Regular Meetings - 7:00 p.m.**

January 7 & January 22 (Tuesday)

February 4 and \*19 (Tuesday)

\*Public Hearing on CIP

March \*4 and 18

\*(Adoption of CIP)

April 1 and April 15

May \*1, 6, and 20

\*Public Hearing on FY20 Budget - 6:30 p.m.

June \*3 and 17

\*Adoption of Budget

July 15 (One meeting in July)

August 12 (One meeting in August)

September 3 (Tuesday) and 16

October 7 and 21

November 7 (Canvass of the Vote) & 12 (Tuesday)

December 2 and 16

**Work Sessions - 6:30 p.m.**

January 28 (CIP Work Session)

May 8<sup>th</sup> (Public Safety – Police & Fire Budget Review/Listening Session) Wed. @ 6:30 p.m.)

May 9<sup>th</sup> (School Dept. Budget Review/Listening Session) Thursday @ 6:30 p.m.

May 13<sup>th</sup> (General Government Depts. Budget Review/Listening Session) Monday @ 6:30 p.m.

May 15<sup>th</sup> (Water & Sewer Depts. Budget Review/Listening Session) Wed. @ 6:30 p.m.

May 22<sup>nd</sup> (Work Session Budget Review) Wednesday @ 6:30 p.m.

May 29<sup>th</sup> (Work Session Budget Review Follow up (if necessary) Wednesday @ 6.30 p.m.

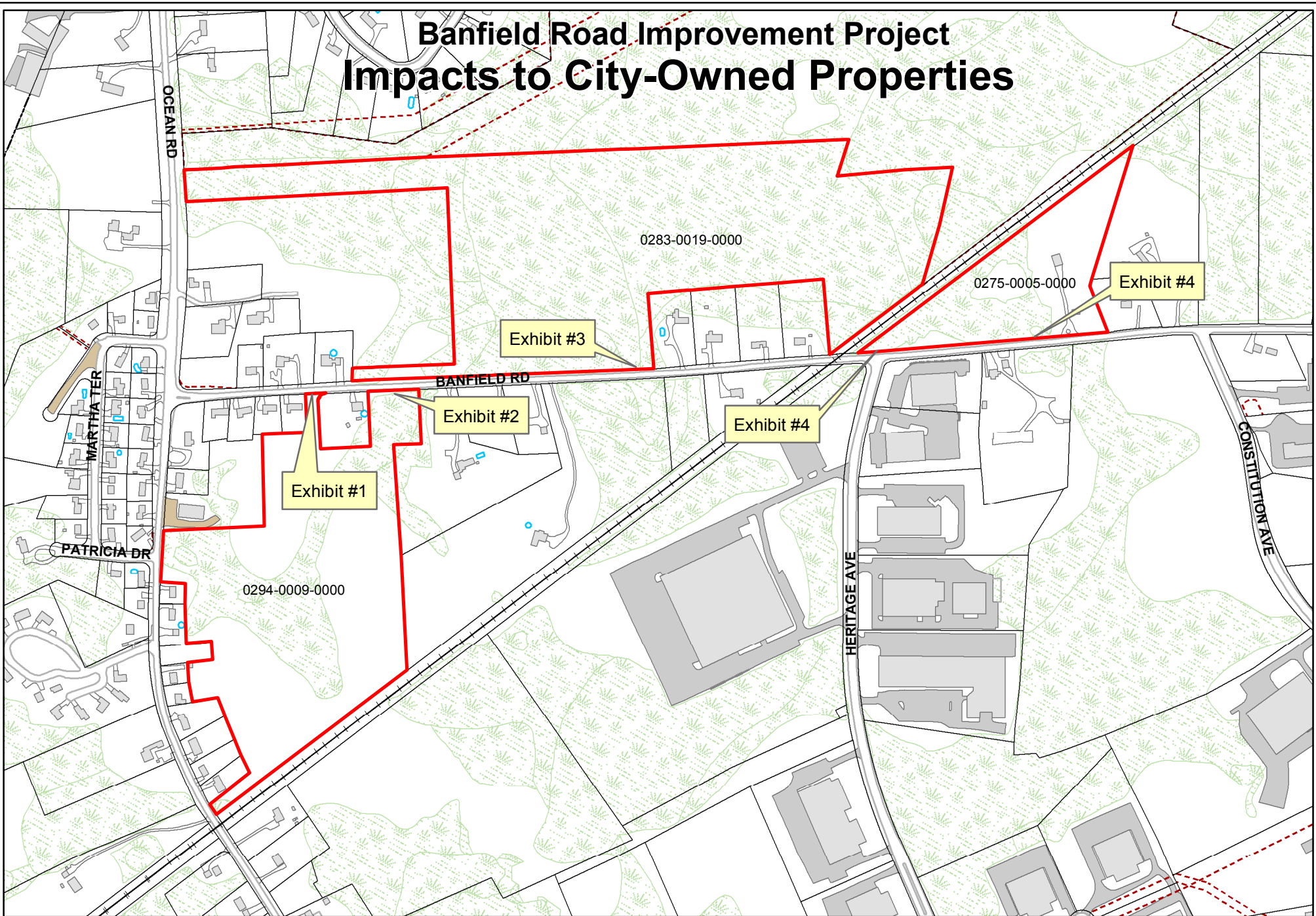
All Work Sessions will be held in Council Chambers unless otherwise indicated

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

Adopted: November 19, 2018

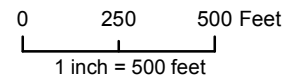


# Banfield Road Improvement Project Impacts to City-Owned Properties



The City of Portsmouth provides these Geographic Information System maps and data as a public information service. Every reasonable effort has been made to assure the accuracy of these maps and associated data. The maps and data being provided herein are intended for informational purposes only. No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.

 City-Owned Properties



Printed: 11/8/18

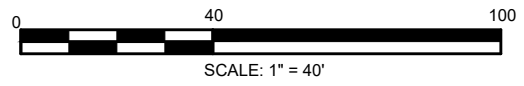
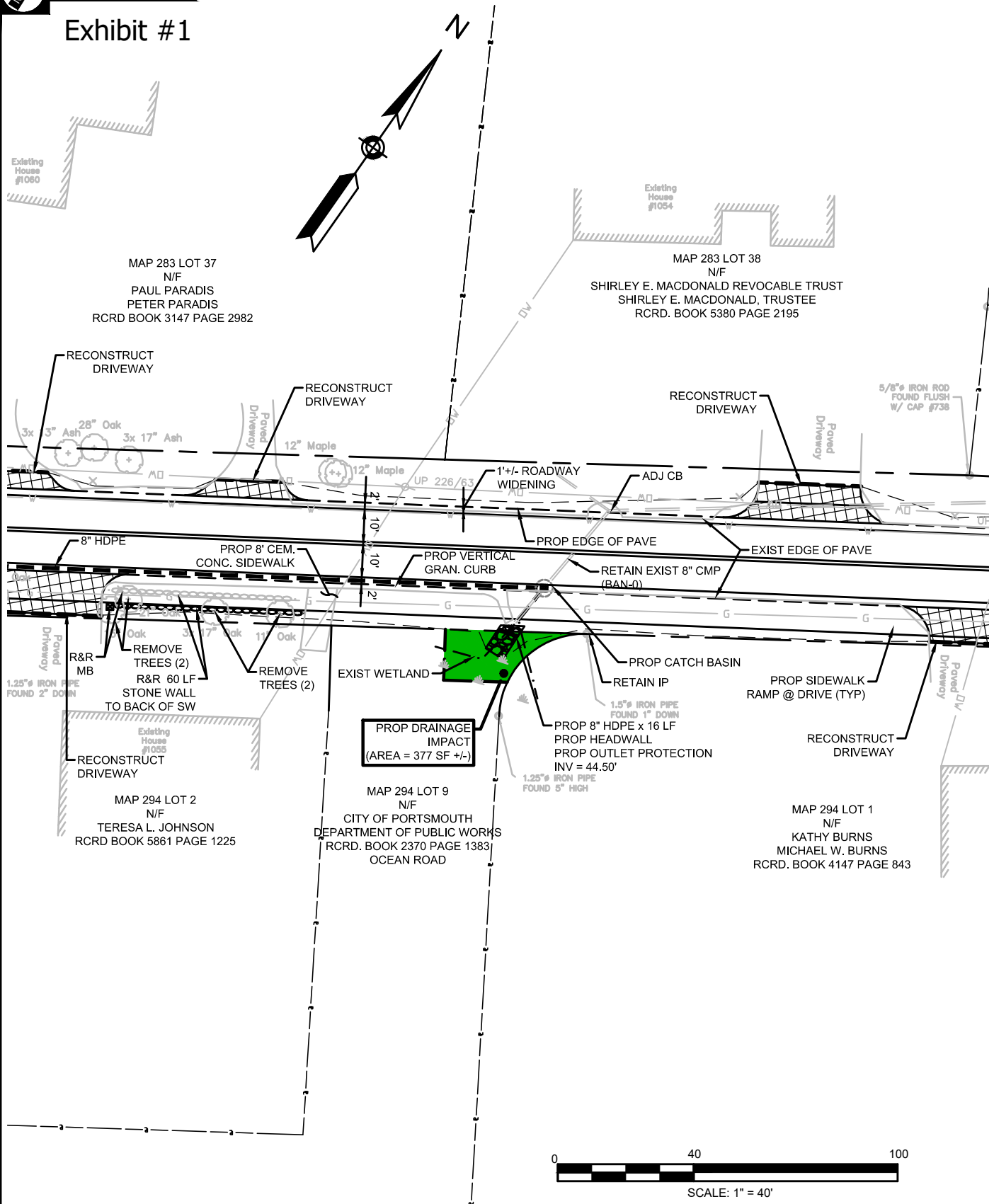
Map prepared by Portsmouth Department of Public Works

Banfield Road Roadway Improvements & Culvert Reconstruction - Portsmouth, NH



Scale: 1" = 40'

Exhibit #1



**LEGEND**



PERMANENT DRAINAGE IMPACT

Property Impact Exhibit - # 1  
Ocean Road

City Portsmouth  
Map 294, Lot 9  
November 14, 2018



TEC, Inc.

N:\N0620\CAD\Highway\ROW\N0620\_ROW\_(Property Plans).dwg 11/13/2018 10:18:34 PM

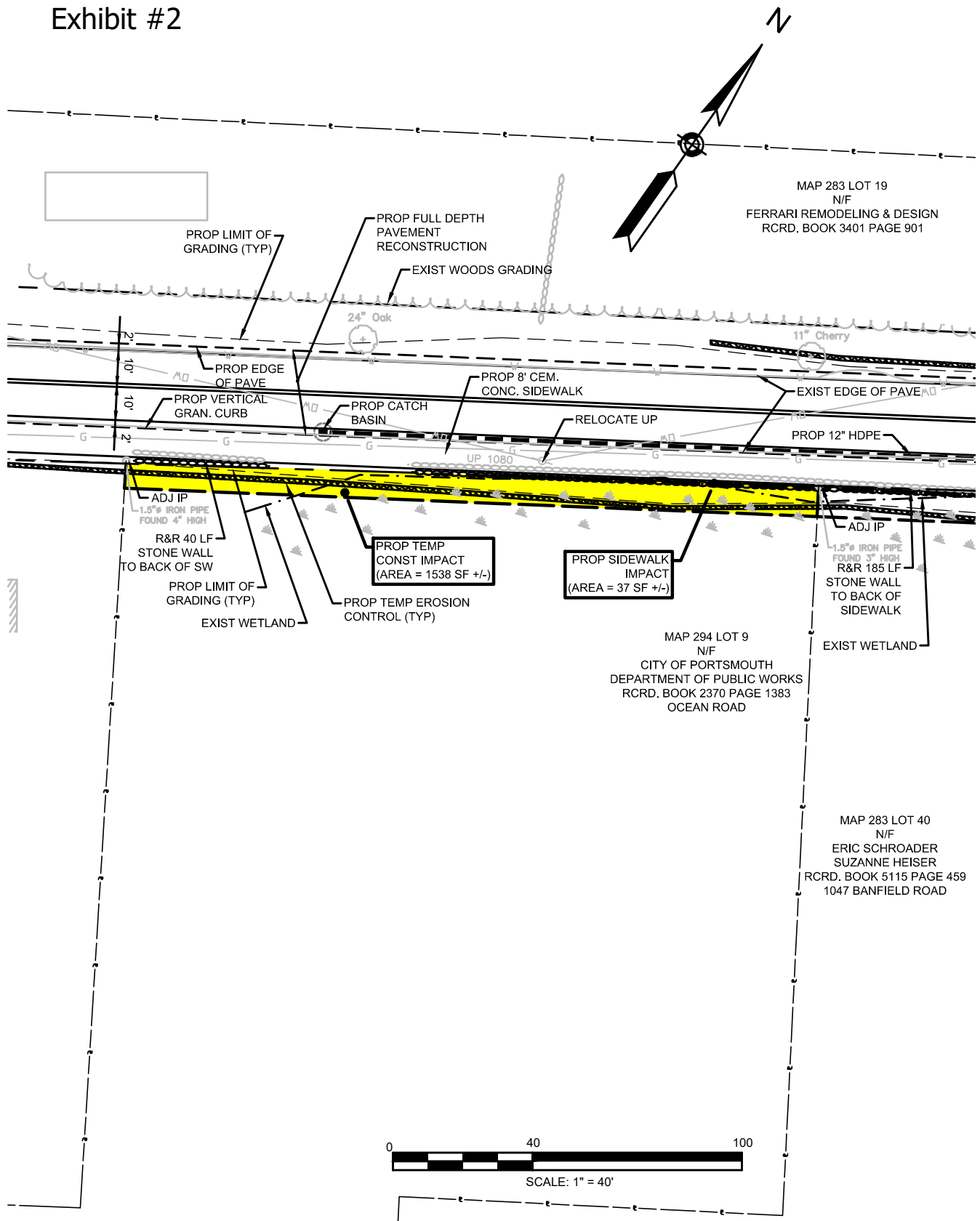




Scale: 1" = 40'

# Banfield Road Roadway Improvements & Culvert Reconstruction - Portsmouth, NH

## Exhibit #2



N:\N0620\CAD\Highway\ROW\N0620\_ROW\_(Property Plans).dwg 11/13/2018 10:19:08 PM



TEC, Inc.

### LEGEND

- PERMANENT SIDEWALK IMPACT
- TEMPORARY CONSTRUCTION IMPACT

Property Impact Exhibit - #2  
Ocean Road

City of Portsmouth  
Map 294, Lot 9  
November 14, 2018



Scale: 1" = 40'

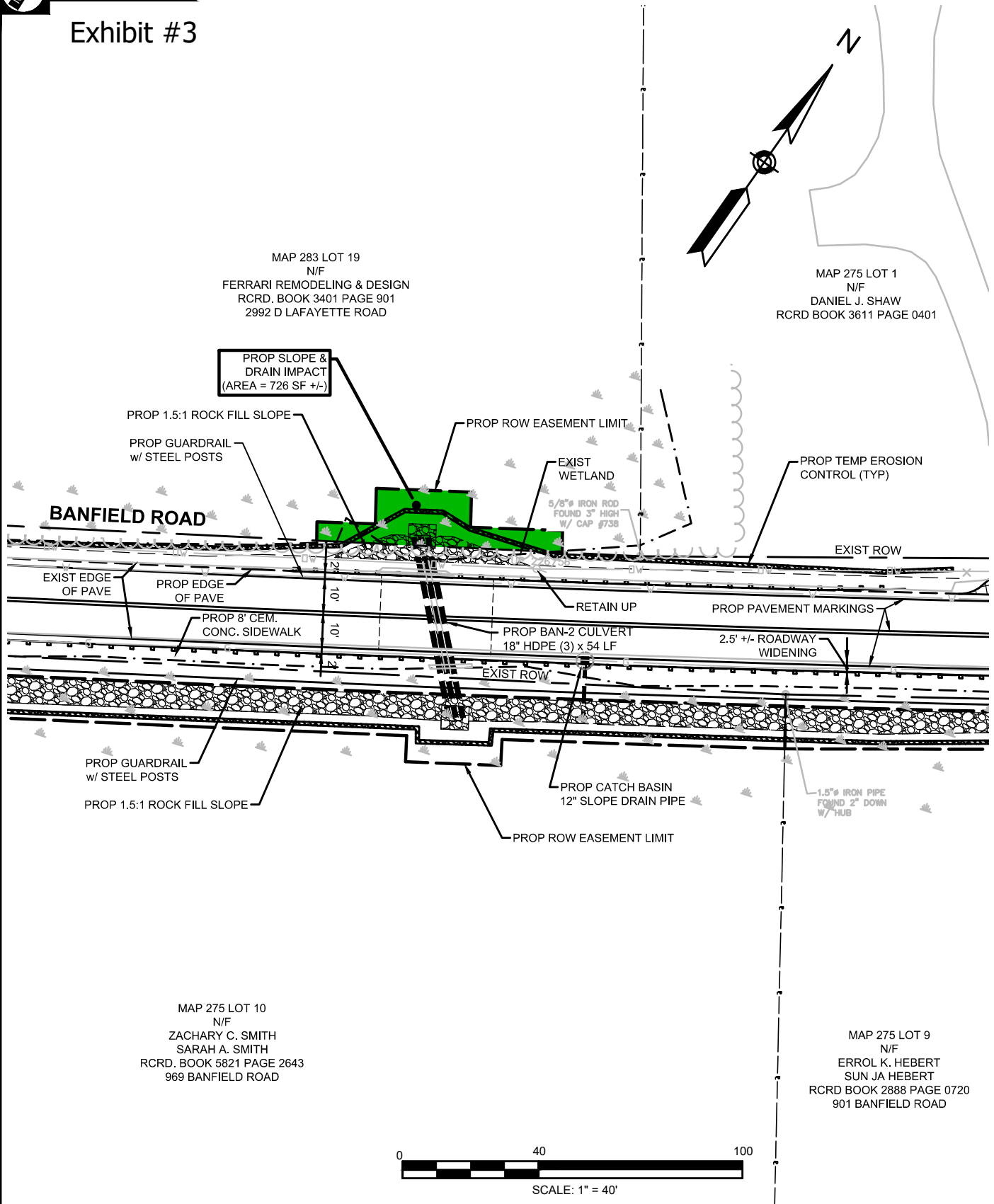
# Banfield Road Roadway Improvements & Culvert Reconstruction - Portsmouth, NH

## Exhibit #3

MAP 283 LOT 19  
N/F  
FERRARI REMODELING & DESIGN  
RCRD. BOOK 3401 PAGE 901  
2992 D LAFAYETTE ROAD

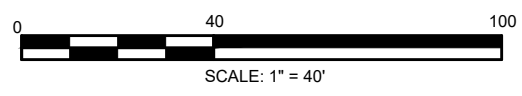
MAP 275 LOT 1  
N/F  
DANIEL J. SHAW  
RCRD BOOK 3611 PAGE 0401

PROP SLOPE &  
DRAIN IMPACT  
(AREA = 726 SF +/-)



MAP 275 LOT 10  
N/F  
ZACHARY C. SMITH  
SARAH A. SMITH  
RCRD. BOOK 5821 PAGE 2643  
969 BANFIELD ROAD

MAP 275 LOT 9  
N/F  
ERROL K. HEBERT  
SUN JA HEBERT  
RCRD BOOK 2888 PAGE 0720  
901 BANFIELD ROAD



### LEGEND

PERMANENT SLOPE & DRAINAGE IMPACT



TEC, Inc.

Property Impact Exhibit - #3  
2992 D Lafayette Road

City of Portsmouth  
Map 283, Lot 19  
November 14, 2018

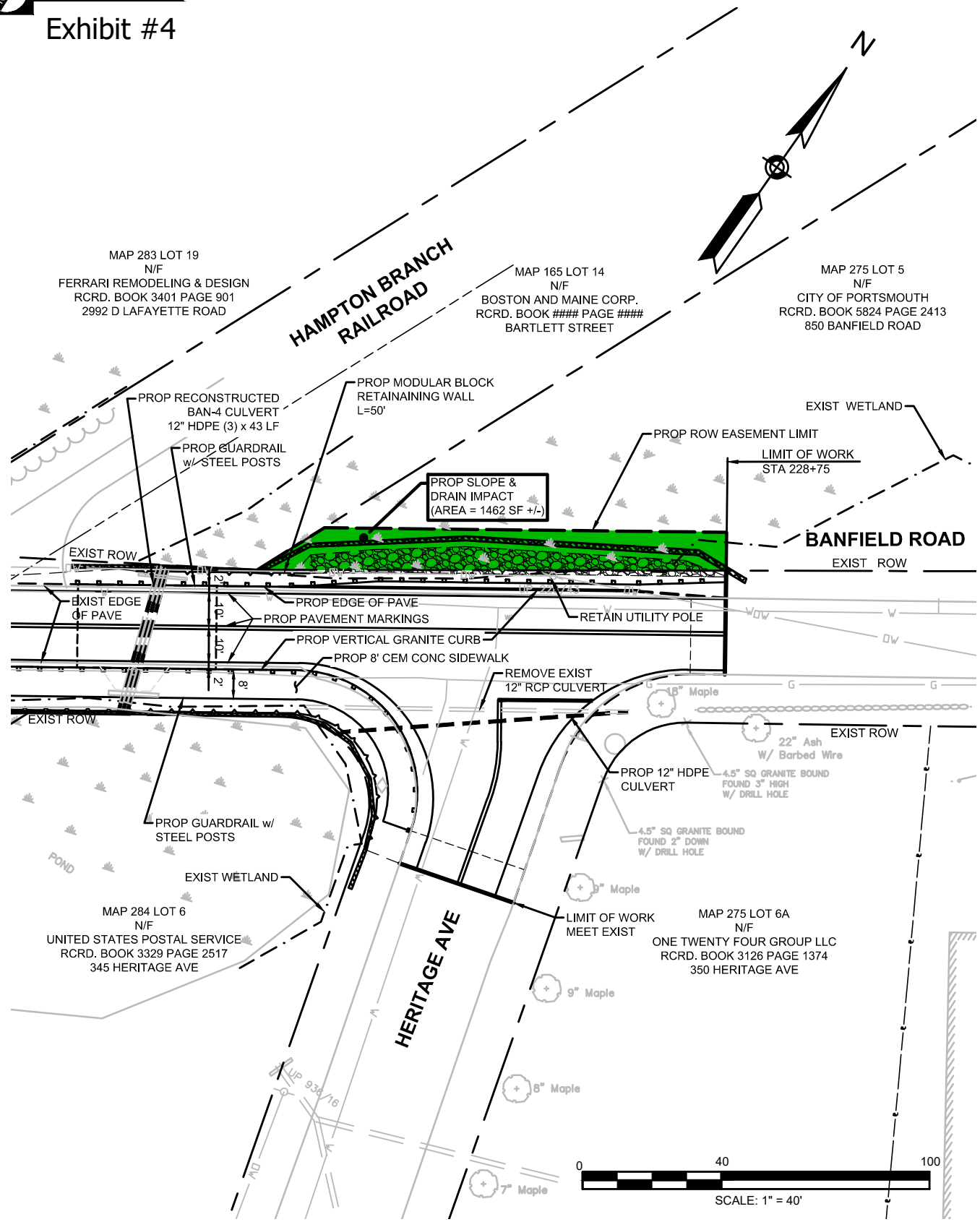
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Scale: 1" = 40'

# Banfield Road Roadway Improvements & Culvert Reconstruction - Portsmouth, NH

## Exhibit #4



N:\N0620\CAD\Highway\ROW\N0620\_ROW\_(Property Plans).dwg 11/13/2018 10:37:08 PM



TEC, Inc.

### LEGEND

PERMANENT SLOPE & DRAINAGE EASEMENT

Property Impact Exhibit - #4  
850 Banfield Road

City of Portsmouth  
Map 275, Lot 5  
November 14, 2018

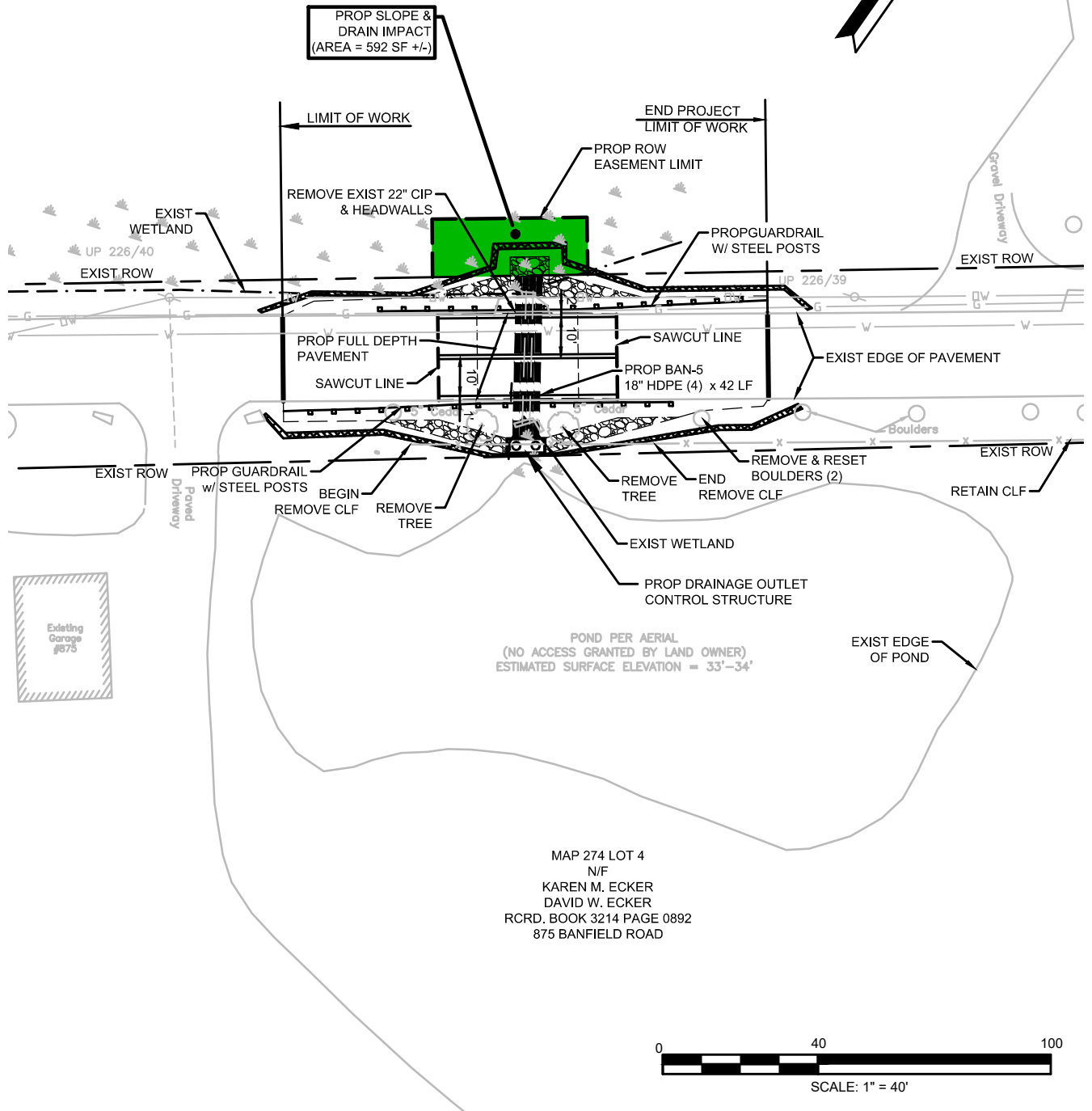
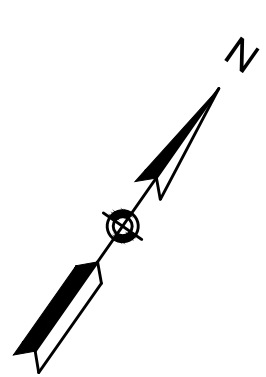


Scale: 1" = 40'

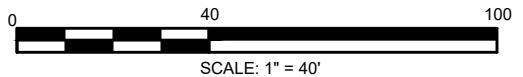
# Banfield Road Roadway Improvements & Culvert Reconstruction - Portsmouth, NH

## Exhibit #5

MAP 275 LOT 5  
N/F  
CITY OF PORTSMOUTH  
RCRD. BOOK 5824 PAGE 2413  
850 BANFIELD ROAD



MAP 274 LOT 4  
N/F  
KAREN M. ECKER  
DAVID W. ECKER  
RCRD. BOOK 3214 PAGE 0892  
875 BANFIELD ROAD



N:\N0620\CAD\Highway\ROW\N0620\_ROW\_(Property Plans).dwg 11/13/2018 10:20:51 PM



TEC, Inc.

### LEGEND



PERMANENT SLOPE & DRAINAGE IMPACT

Property Impact Exhibit - #5  
850 Banfield Road

City of Portsmouth  
Map 275, Lot 5  
November 14, 2018

## Portsmouth CM-OFFICE, City of Portsmouth - Community Events

**Thu Nov 22, 2018**

### **7am - 9am Seacoast Rotary Turkey Trot 5K**

**Where:** Race will start at Peirce Island and finish at Strawberry Banke  
**Description:** Registration is at 7:00 a.m. and race will start at 8:30 a.m.

**Sun Dec 9, 2018**

### **10am - 11am Jingle Bell Run/Walk for Arthritis**

**Where:** Little Harbour School  
**Description:**  
- <https://www.arthritis.org/new-hampshire/> - Contact: Thomas Bringle, Director of Development (603) 460-4213 or [tbringle@arthritis.org](mailto:tbringle@arthritis.org) - Registration opens at 9:00 a.m. and race start time is 10:00 a.m.

**Mon Dec 31, 2018**

### **4pm - 12am First Night Portsmouth 2019**

**Where:** Market Square  
**Description:** Contact: Barbara Massar, Executive Director

**Sat Apr 13, 2019**

### **9:30am - 11:30am New Castle 10K**

**Where:** Starts and finishes at Great Island Common New Castle  
**Description:**  
- <https://www.newcastlenh10k.com/> - Contact: Nick Diana (603) 498-8539 or [nick@newcastlenh10k.com](mailto:nick@newcastlenh10k.com)

**Sun May 5, 2019**

### **8:30am - 9:30am American Lung - Cycle the Seacoast**

**Where:** Cisco Brewers Portsmouth  
**Description:**  
This event will be held at Cisco Brewers (formerly Redhook) Portsmouth. The first rider will leave Cisco Brewers at 7:00 a.m. and the last rider will be in around 3:30 p.m. Contact is Melissa Walden, Associate of Development.

### **12pm - 4pm Children's Day - Pro Portsmouth**

**Where:** Market Square  
**Description:** Contact: Barbara Massar, Executive Director

## Portsmouth CM-OFFICE, City of Portsmouth - Community Events

**Sat Jun 8, 2019**

### **9am - 4pm Market Square Day Festival & 10K Road Race - Pro Portsmouth**

**Where:** Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Event: 9:00 a.m. to 4:00 p.m. - Street closures - downtown streets from 4:00 a.m. to 6:00 p.m. - Race course 9:00 a.m. roving closures.

**Sat Jun 29, 2019**

### **5pm - 9:30pm Summer in the Streets - Pro Portsmouth**

**Where:** Pleasant Street, Porter Street to Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Street Closures: (4:00 p.m. set up to 9:30 p.m. clean up) Pleasant Street - Porter Street to Market Square.

**Sat Jul 6, 2019**

### **5pm - 9:30pm Summer in the Streets - Pro Portsmouth**

**Where:** Pleasant Street, Porter Street to Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Street Closures: (4:00 p.m. set up to 9:30 p.m. clean up) Pleasant Street - Porter Street to Market Square.

**Sat Jul 13, 2019**

### **5pm - 9:30pm Summer in the Streets - Pro Portsmouth**

**Where:** Pleasant Street, Porter Street to Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Street Closures: (4:00 p.m. set up to 9:30 p.m. clean up) Pleasant Street - Porter Street to Market Square.

**Sat Jul 20, 2019**

### **5pm - 9:30pm Summer in the Streets - Pro Portsmouth**

**Where:** Pleasant Street, Porter Street to Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Street Closures: (4:00 p.m. set up to 9:30 p.m. clean up) Pleasant Street - Porter Street to Market Square.

**Sat Jul 27, 2019**

### **5pm - 9:30pm Summer in the Streets - Pro Portsmouth**

**Where:** Pleasant Street, Porter Street to Market Square

**Description:**

Contact: Barbara Massar, Executive Director - Street Closures: (4:00 p.m. set up to 9:30 p.m. clean up) Pleasant Street - Porter Street to Market Square.





# PEIRCE ISLAND WASTEWATER TREATMENT FACILITY UPGRADE PROJECT

Progress  
Report  
November  
2018





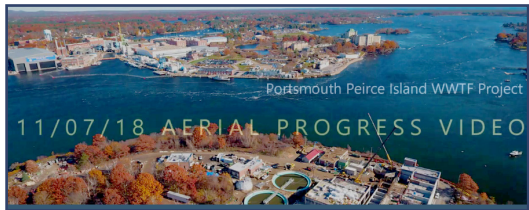
# TABLE OF CONTENTS

- Introduction & Highlights..... 2
- Project Milestones..... 3
- Project Cost Summary..... 4
- Public Tour..... 5
- Process Flow Diagram at Completion..... 6
- Construction Photographs..... 7



## Aerial Videos

Aerial videos and photographs are available on the City's project web page to keep citizens informed about ongoing construction at the Peirce Island WWTF. The most recent video is dated November 7, 2018. This is a great way to see how construction has progressed on the site.



[www.cityofportsmouth.com/  
publicworks/wastewater/peirce-island-  
wastewater-facility/peirce-island-  
wastewater-facility-upgrade-project](http://www.cityofportsmouth.com/publicworks/wastewater/peirce-island-wastewater-facility/peirce-island-wastewater-facility-upgrade-project)



# INTRODUCTION & HIGHLIGHTS

The Peirce Island Wastewater Treatment Facility (WWTF) Upgrade Project has entered its third year of construction. Construction of the upgrade started in September 2016. This project will improve the quality of effluent from the Peirce Island WWTF that gets discharged into the Piscataqua River.

## First New Components Are Now In Service

The construction involves a series of sequential steps to build the new elements of the upgraded facility, while keeping the existing WWTF in service. The different components of the upgraded WWTF will be completed and put into service at different times during the four-year construction period. Since the last progress report, the first of the new WWTF components were put into service including the new electrical switchgear, the new standby engine-generator and the Headworks.

Following the installation of the temporary electrical services, a new underground electrical service was constructed from the Peirce Island Pool along Peirce Island Road to the WWTF. The new service connects to a new pad mounted transformer.

The switchgear is the electrical equipment that brings the utility electrical service into the WWTF and distributes the incoming power to the separate buildings on the site. The switchgear also houses the automatic transfer switch that starts the standby engine-generator to provide emergency power in the event of a power system failure.

The new electrical service and switchgear were energized on December 21, 2017, after completion, inspection and testing of the new electrical facilities. The existing WWTF buildings were sequentially transferred from the old electrical service to the new one. The existing electrical service to the WWTF was de-energized and all of the temporary electrical facilities have been removed. All facilities at the Peirce Island WWTF are now running on the new permanent power system, with backup power available from the new standby engine-generator. The new generator is much larger than the old one and provides emergency power for the facility.

## New Electrical Components and Facilities

**ELECTRICAL TRANSFORMER**



**SWITCHGEAR**



**STANDBY ENGINE-GENERATOR**



# PROJECT MILESTONES

## Headworks Building



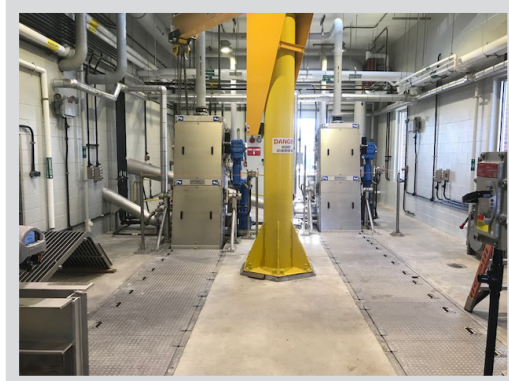
The new Headworks Building was placed into service and accepted for use by the City on May 21, 2018. Wastewater generated in Portsmouth (except for the Pease WWTF service area) is conveyed to the Mechanic Street Pump Station. This pump station pumps the collected wastewater to the Peirce Island WWTF. The first step in the upgraded WWTF process is the Headworks Building. The Headworks Building houses mechanically cleaned bar screens to capture and remove debris, large objects and stringy material contained in the wastewater pumped by the Mechanic Street Pump Station to the Peirce Island WWTF. These materials can damage process equipment and clog piping if they are not removed.

The pumped wastewater flows through large bar screens with ¼ inch wide openings.

The screens are mechanically cleaned to remove the captured material. The removed material, called *screenings*, is washed and compressed to remove water, and deposited in a screenings container for disposal at a landfill. The dual channels, automated flow control gates and screens in the Headworks Building are designed to screen an average daily flow of 6.1 million gallons per day (mgd) up to a peak flow of 22 mgd, consistent with the downstream facilities.

The air from the screenings room is exhausted to a carbon filtration odor control system. The building heat is partially provided by a solar wall, which uses solar energy to preheat incoming ventilation air in the winter. The Headworks Building also contains the instrumentation and communications systems for the WWTF.

### MECHANICALLY CLEANED SCREEN & WASHPRESS



## MILESTONES

### CONSENT DECREE SECOND MODIFICATION 09-CV-283-PB

### DEADLINE

### STATUS

Executed Contract to Construct Upgrades	09/01/2016	08/25/2016
Submit Two Additional Milestones for EPA Review and Approval	12/01/2016	11/29/2016
Addn Milestone 1: Transfer existing SCADA system to the new Headworks Building	11/21/2017	10/18/2017
Addn Milestone 2: Start-up & Testing of Secondary Influent Pump Station in new Solids Building	05/09/2019	On Schedule
BAF Substantial Completion	12/01/2019	
Achieve Compliance with NPDES Permit Limits	04/01/2020	
Substantial Completion	05/31/2020	
Final Completion	08/30/2020	

Consent Decree Requirements, Mitigation Initiatives and Monthly Compliance Reports to the EPA can be found online at: [www.cityofportsmouth.com/publicworks/wastewater/resources](http://www.cityofportsmouth.com/publicworks/wastewater/resources)

# PROJECT COST SUMMARY

Since the last report, Change Orders No. 4 and No. 5 have been executed. These change orders included adjustments necessary during the course of construction. This is common and expected with a construction project of this size and complexity. For a summary of modifications / changes associated with each change order, please visit the project web page at: [www.cityofportsmouth.com/publicworks/wastewater/peirce-island-wastewater-facility/peirce-island-wastewater-facility-upgrade-project](http://www.cityofportsmouth.com/publicworks/wastewater/peirce-island-wastewater-facility/peirce-island-wastewater-facility-upgrade-project)

On April 20, 2016, the City of Portsmouth entered into an agreement with the New Hampshire Department of Environmental Services for a State Revolving Fund (SRF) Loan for \$75 million.

On July 10, 2017, the Portsmouth City Council voted to authorize additional borrowing for up to \$6.9 million for the Peirce Island WWTF Upgrade Project.

On February 7, 2018, an amendment to the SRF Loan Agreement was approved by the State of New Hampshire for \$3.5 million. The agreement increased the principal to \$78.5 million. The City anticipates requesting additional SRF loan amendments in FY19 and/or FY20.

<b>PROJECT CONTRACT VALUE</b>	
Original Contract Value	\$72,785,545.00
Change Order 1 - January 2017	367,290.42
Change Order 2 - May 2017	546,722.46
Change Order 3 - August 2017	93,838.31
Change Order 4 - December 2017	162,869.20
Change Order 5 - May 2018	249,828.16
<b>Contract Value Total</b>	<b>\$74,206,093.55</b>
<b>CONSTRUCTION COSTS (AS OF SEPTEMBER 30, 2018)</b>	
Construction Costs Expended	\$50,195,706.30
% Expended based on Contract Value Total	67.64%
<b>OVERALL PROJECT CAPITAL BUDGET (MILLIONS)</b>	
Primary Clarifier Replacement	\$ 1.6
Peirce Island Bridge Improvements	\$ 0.6
WWTF Design Engineering	\$ 5.2
WWTF Construction Engineering	\$ 7.4
WWTF Construction*	\$74.2
WWTF Construction Contingencies	\$ 2.6
WWTF Construction Mitigation & Public Art	\$ 0.3
<b>Total</b>	<b>\$91.9</b>
*0.4 million for water main improvements, included in the contract, but not paid from sewer funds.	



# PUBLIC TOUR

On July 24, 2018, City staff conducted its second public tour of the Peirce Island WWTF Upgrade Project. Participants in the tour gathered at the construction access gate by the Peirce Island Pool where they were welcomed by City staff and engineering consultants. Approximately 35 people attended the tour. They were guided in small groups through the construction site. Since the construction access gate is about a half mile from the WWTF, shuttle buses were used to transport tour participants to the construction site.

Participants arrived at the Headworks Building (the first stop on the tour) after passing the temporary trailers, which house the WWTF staff, contractors and engineers. The area also includes the construction storage and staging areas. Tour participants walked through the Screen Room and observed the operation of the screens and wash presses. They also saw the odor control system outside the building.

Following the Headworks Building, participants observed the ongoing work at the Grit Building, where the different process spaces are being re-arranged and separated while the equipment is being replaced. Participants were also able to view the upgrade of the aerated grit chambers that are in progress.

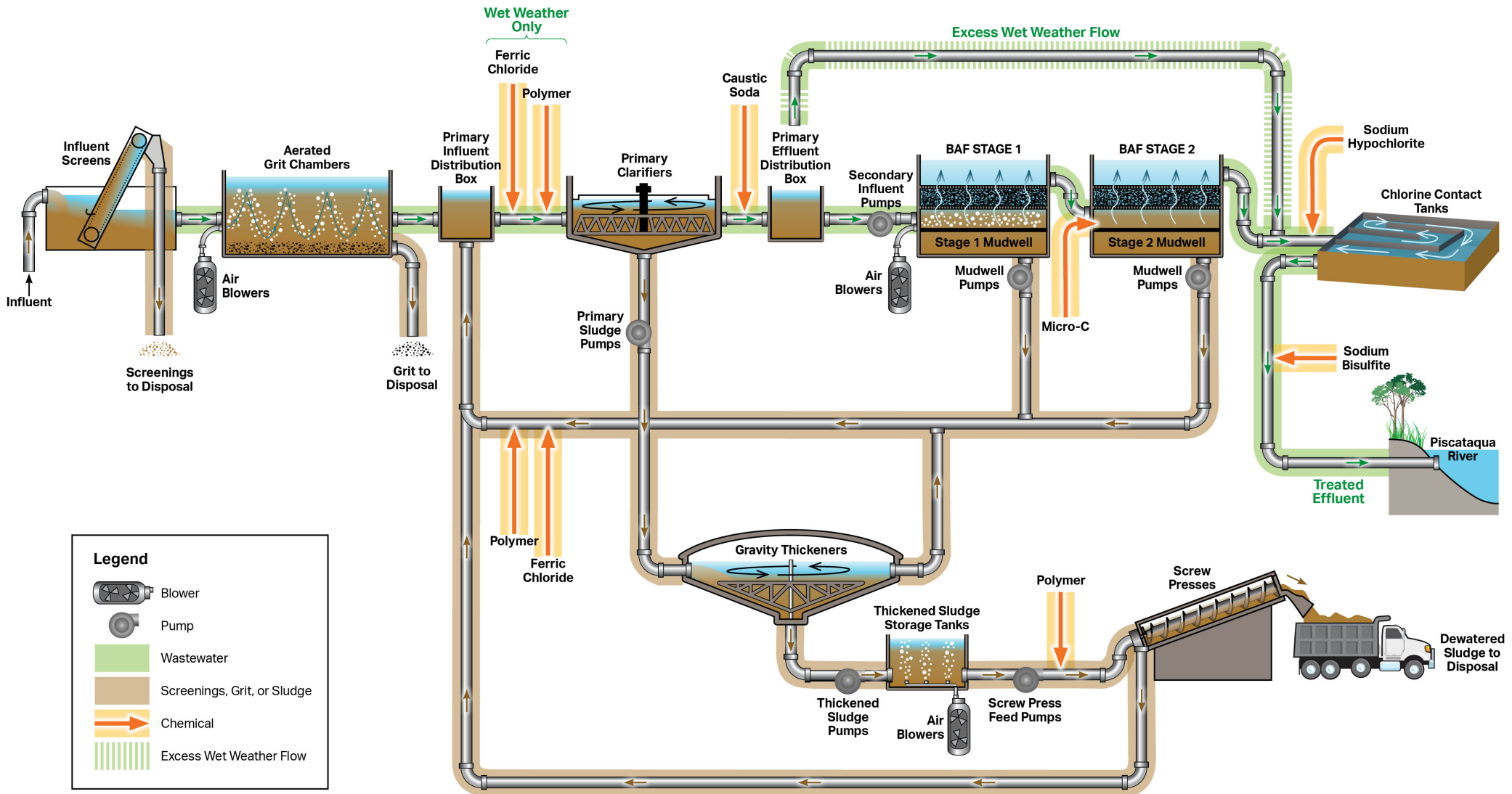
The tour moved to the area between the existing Primary Clarifiers, where the new Gravity Thickener No. 2 was observed. The Gravity Thickener structure is currently being used to temporarily house the Primary Sludge Pumps. This location also has ongoing construction of the new Solids Building. There is extensive ongoing work to construct the building foundation slab, walls and columns. The elevated slabs are also ongoing. Interior piping is beginning. The new Solids Building occupies the location where the Administration Building used to be located. Drawings of the building exterior and renderings of the finished building were provided to show how the Solids Building will look once completed.

The next stop was ongoing construction of the Biological Aerated Filter (BAF) Building. Work is proceeding on the concrete walls and elevated slabs for the BAF and masonry walls and brick facade. Installation of process piping within the BAF cells and in the pipe gallery and blower room is also ongoing. Drawings of the building exterior and renderings of the finished building were provided to show how the BAF Building will appear once completed. Beside the BAF Building is the new Electrical Building and Standby Generator, which could also be seen at this tour location.

As the tour concluded, a plan detailing the proposed landscaping of the site was shown. It illustrated how the site will be restored and the perimeter fence replaced after construction is completed.



# PROCESS FLOW DIAGRAM AT COMPLETION



City of Portsmouth, NH  
Peirce Island Wastewater Treatment Facility  
Process Flow Diagram



# TIME SEQUENCED CONSTRUCTION PHOTOGRAPHS

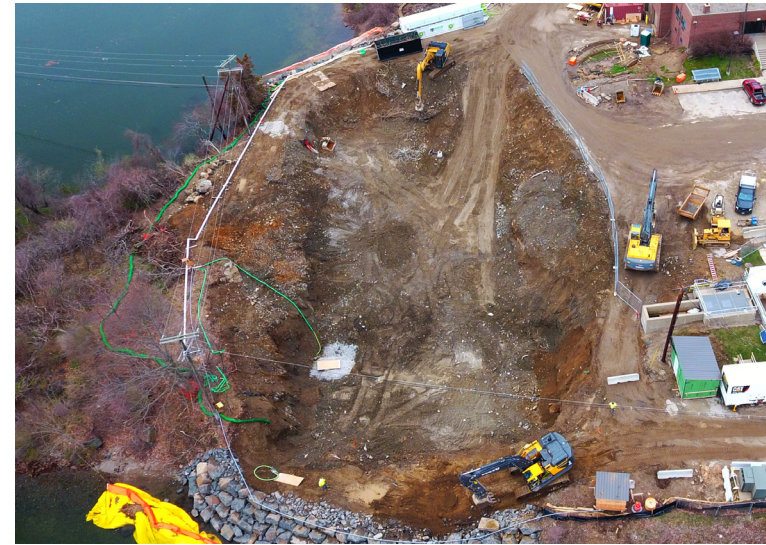
## Headworks Building



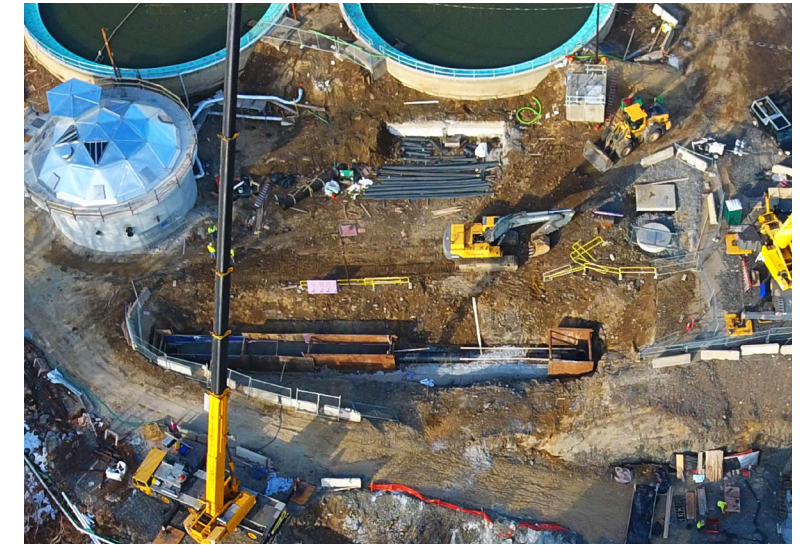
## Grit Building



## BAF Building



## Solids Building







# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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

**RECEIVED**  
OCT 22 2018  
Renewing applicant  
By \_\_\_\_\_

Committee: Zoning Board of Adjustment

Name: Chase Haganan Telephone: 603-498-5459

Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

Street address: 17 Staysail Way, Portsmouth, NH 03801

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): Chase.Haganan@gmail.com

How long have you been a resident of Portsmouth? Since 2015

Occupational background:

Attorney, public policy, and grassroots education.  
Currently New England Regional Director for The  
Concord Coalition.

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

Reasons for wishing to continue serving: I have enjoyed my time  
on the ZBA, during my appointment to complete  
a prior member's term. It would be an honor  
and privilege to continue serving as an alternate  
member. The board performs important work, and I believe I  
can continue to bring value to it.

OVER  
➔

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

Portsmouth Music and Arts Center, Citywide Neighborhood Committee, Seacoast Media Group/The Portsmouth Herald, and The Concord Coalition (employer).

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

1) Jeff McLean, 229 Miller Ave., Apt. 5, Portsmouth; 603-817-1172  
Name, address, telephone number

2) John Formella, 939 Madewood Ave., Unit 1, Portsmouth; 850-375-1707  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: [Handwritten Signature] Date: 10/18/18

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/01/2023

Annual Number of Meetings: Not available Number of Meetings Absent: 1

Date of Original Appointment: 7-9-2018

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



# Chase Hagaman

[CHASE.HAGAMAN@GMAIL.COM](mailto:CHASE.HAGAMAN@GMAIL.COM) |

(603) 498-5459 |

[LINKEDIN.COM/IN/CHAGAMAN](https://www.linkedin.com/in/chagaman)

## PUBLIC POLICY EXPERIENCE

**The Concord Coalition, Portsmouth, NH** **January 2014 – Present**  
**New England Regional Director**

- Expanding the network, impact and public awareness of a nonpartisan, grassroots organization
  - Fostering key relationships with dozens of state and national leaders and congressional staff
  - Developing partnerships with business, civic and educational organizations
- Performing public education and outreach through presentations, budget exercises, forums and media relations
- Hosting Concord's weekly radio show and podcast, *Facing the Future*, which interviews policymakers and experts
- State Director of the *First Budget* campaign -- year-long project through the 2016 NH Primary
  - Managed daily activities of three interns, oversaw volunteers and organized a statewide speakers bureau
  - Interacted with candidates, campaign staff and press on fiscal policy issues at dozens of campaign events
- Coordinated the *Fiscal Fridays* interview series -- fifteen presidential and congressional candidates participated

## LEGAL EXPERIENCE

**Independent Contractor, Concord, NH** **August 2013 – June 2014**

- Completed legal writing and research projects for area law firms, including a successful NH Supreme Court brief

**Hillsborough County Superior Court South, Nashua, NH** **January – April 2013**  
**Legal Extern & Clerk**

**City Solicitor's Office, Concord, NH** **August – December 2012**  
**Legal Extern**

**Department of Revenue Administration, Concord, NH** **June – August 2012**  
**Legal Extern**

**Consumer and Commercial Law Clinic, Concord, NH** **May – July 2011**  
**Student Intern**

## COMMUNITY LEADERSHIP

**Zoning Board of Adjustment, Portsmouth, NH** **July 2018 – Present**  
**Alternate Member**

**Portsmouth Music and Arts Center, Portsmouth, NH** **March 2018 – Present**  
**Board of Directors, Member; Governance Committee, Chair; Interim Secretary**

**Citywide Neighborhood Committee, Portsmouth, NH** **February 2018 - Present**  
**Mayoral Blue Ribbon Committee, Vice Chair**

**Seacoast Media Group/The Portsmouth Herald, Portsmouth, NH** **November 2017 – Present**  
**Editorial Board, Community Advisory Board Member; Semimonthly Columnist**

**City Council Campaign, Portsmouth, NH** **August – November 2017**  
**Candidate for Portsmouth City Council**

**Concord Crew, Concord, NH** **August 2013 – June 2017**  
**High School Rowing Coach**

## EDUCATION

**University of New Hampshire School of Law, Concord, NH** **May 2013**  
**Juris Doctor**

- President, Vice President and Governor of the Student Bar Association Board
- 2013 American Association for Justice Student Trial Advocacy Competition Participant

**University of South Florida, Tampa, FL** **May 2010**  
**Bachelor of Science, Business Finance**

- Graduated *cum laude* and received Florida Bright Futures Academic Scholars Award
- Vice President of External Affairs for the USF Ambassador Program

## PROFESSIONAL LICENSES

- State of New Hampshire and United States District Court, D.N.H., November 2013; Inactive Status

## **ACTION ITEMS**

### **PARKING and TRAFFIC SAFETY COMMITTEE**

8:00 A.M. – November 1, 2018  
City Hall – Conference Room A

---

MEMBERS PRESENT: Chairman, Doug Roberts  
Deputy City Manager, Nancy Colbert Puff  
Public Works Director, Peter Rice  
Police Captain, Frank Warchol  
Fire Chief, Steve Achilles  
Members: Harold Whitehouse, Shari Donnermeyer  
and Steve Pesci  
Ralph DiBernardo was present for part of the meeting  
(he did not vote)

MEMBER ABSENT: Mary Lou McElwain

CITY STAFF PRESENT: Parking and Transportation Engineer, Eric Eby  
Parking Director, Ben Fletcher

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**Action Items requiring an immediate ordinance during the next Council meeting:**  
None

**Temporary Action Item requiring an ordinance during the annual omnibus:**

VI.C. Request to amend ordinance to prohibit parking of mopeds and bicycles against monuments outside of parks – **VOTED** to amend ordinance Chapter 7, Article V, Section 7.510 G, to add the words “or monuments” and to amend ordinance Chapter 7, Article XVII, Section 7.1702 F, to add the words “or monuments”.

1. Accepted and placed on file meeting minutes from October 4, 2018.
2. Accepted and placed on file financial report dated September 30, 2018.
3. Public Comment: Eleven Speakers: Charles Griffin, Tony Barrett, Brent Schmitt, Cynthia Hart, Pat Bagley, Charles Fleck, City Councilor Rick Becksted, Roger Pederson, Laura Kennedy, Vince Lombardi, and Mimi Clark
4. Aldrich Road Traffic Calming Program update – No action required by Committee.
5. Request to remove 10 metered parking spaces on Deer Street between Bridge Street and Maplewood Avenue, to accommodate anticipated traffic from new Foundry Place parking garage – **VOTED** to table request to allow time for staff to observe traffic operations along Deer Street after the opening of the garage.

6. Request to close leg of Edward Street at Junkins Avenue – **VOTED** to direct staff to contact neighbor and report back at the December 2018 meeting.  
Public Comment: Ron Bourgeault
7. Request to amend ordinance to prohibit parking of mopeds and bicycles against monuments outside of parks – **VOTED** to amend ordinance Chapter 7, Article V, Section 7.510 G, to add the words “or monuments” and to amend ordinance Chapter 7, Article XVII, Section 7.1702 F, to add the words “or monuments”.
8. COAST Public Forum – No action required by Committee.
9. Neighborhood Traffic Calming request updates – No action required by Committee.
  - South Street at Brackett Lane
  - South Street at Middle Road
  - South Mill Street at Pickering Avenue
10. PTS Open Action Items – No action required by Committee.

Adjournment – At 9:27 a.m., **VOTED** to adjourn.  
Respectfully submitted by:

Amy Chastain  
Secretary to the Committee

## MEETING MINUTES

### **PARKING and TRAFFIC SAFETY COMMITTEE**

8:00 A.M. – November 1, 2018  
City Hall – Conference Room A

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#### **I. CALL TO ORDER:**

At 8:00 a.m., Chairman Doug Roberts called the meeting to order.

#### **II. ROLL CALL:**

##### Members Present:

Chairman, Doug Roberts  
Deputy City Manager, Nancy Colbert Puff  
Public Works Director, Peter Rice  
Police Captain, Frank Warchol  
Fire Chief, Steven Achilles  
Member, Ralph DiBernardo  
Member, Shari Donnermeyer  
Member, Harold Whitehouse  
Alternate Member, Steve Pesci

##### Member Absent:

Member, Mary Lou McElwain

##### Staff Advisors Present:

Parking and Transportation Engineer, Eric Eby  
Parking Director, Ben Fletcher

Fire Chief Steven Achilles re-introduced himself to the Committee. He served on the Committee in the past. He stated he is looking forward to serving and took a moment to recognize Deputy Fire Chief James Heinz's service to the Committee.

#### **III. ACCEPTANCE OF THE MINUTES:**

Harold Whitehouse requested that the minutes from the October meeting reflect his full comment about the Middle Street Bike Lane Project. He originally voted against the project, but noted that he would sit back and watch to see how it turns out, and not comment on the project right now.

Harold Whitehouse moved to accept the meeting minutes of the October 4, 2018 meeting as amended, seconded by Public Works Director Peter Rice. **Motion passed 6-0.** Steve Pesci and Fire Chief Steven Achilles abstained from voting because they were not present at the October meeting.

**V. PUBLIC COMMENT:**

Charles Griffin commented on the new bike lanes on Lafayette Rd. and Middle St. and the legal ramifications of installing the lanes. Mr. Griffin stated he spent 15 days observing bicycle activity during morning peak hours to see how many high school students used the new bike lane to get to school. He observed only 2 cyclists on 2 days, 1 cyclist for 7 days and no one for 6 days.

Mr. Griffin was concerned that the bike lanes put the cyclists on equal footing with motorists in terms of rights and privileges. He stated as a matter of public safety and fundamental fairness, cyclists should have the same responsibilities required of motorists. Mr. Griffin provided a handout containing applicable New Hampshire statutes on motor vehicles and City Ordinance Chapter 7 relating to cyclists on the road. Mr. Griffin believed that the bicycles should be inspected and licensed annually.

Tony Barrett commented that it was already a tough intersection at Greenleaf Avenue and Lafayette Rd. The bike lane and white bollards are making it difficult for two-way traffic to flow on Greenleaf Avenue at the intersection. Mr. Barrett requested that the Committee look at the intersection and area.

Chairman Doug Roberts noted there may be a report on the bike lane next month. He stated any major changes would need approval by the State because the project received federal funding.

Brent Schmitt was present at the October meeting and commented on the aesthetics of the bike lane project on Middle St. He noted that more cars are parking on Cass St. because of the bike lane. He presented the side view mirror from his car. It was struck as a result of the increased traffic. Mr. Schmitt commented that it was a bike lane to nowhere. It did not connect the High School and Middle School like it was originally supposed to do. Mr. Schmitt stated he requested information on why the bike lane ended at Highland, but he has never received it. He thought the bike lane should be extended to the Middle School if it remains.

Cynthia Hart expressed continued concern about speeding on Aldrich Rd. There have been electronic devices installed and they have worked intermittently. Ms. Hart also expressed concern about the sight lines turning from Aldrich Rd. onto Middle St.

Pat Bagley questioned the proposed closure of the south leg of Edward St. Ms. Bagley commented on the bike lanes. She feels that more education was needed for drivers turning right off of Middle St. onto South St. Ms. Bagley thanked Deputy Chief James Heinz for his service on the PTS Committee and welcomed Fire Chief Steven Achilles.

Charles Fleck commended the Committee for putting in the bike lanes. Mr. Fleck appreciates the Middle St. bike lanes for a safer, faster way to get downtown, especially when riding with his family. Mr. Fleck commented that the bike box at the intersection of Middle St. and South St. was still confusing even after watching the videos. Mr. Fleck noted that visibility was low at Cass St. It caused a traffic jam. He also spoke against bike registration for several reasons.

Councilor Rick Becksted spoke as a City Councilor and raised concerns that were sent to him by the public. Some people's cars have slipped on the green paint at the Lafayette Rd. intersection. He is concerned about safety and accidents. The COAST busses don't have a place to pull over and stop on Middle St. because of the bollards. Councilor Becksted also spoke as a resident. He suggested adding solar powered radar speed signs that could be installed at the beginning of neighborhood streets, like Aldrich Rd. He stated the solar powered component would decrease overhead expenditures for departments.

Roger Pederson was concerned with the debris in the bike lanes and stated they are too narrow for a cyclist to weave around the debris and stay in the lane. Today was recycle pickup day. The bins were scattered in the bike lanes. Middle St. was safer without a bike lane because the road was wide enough for bikes and cars. Bike lanes would be better for narrower roads like Middle Rd. or South St.

Laura Kennedy spoke in support of the Aldrich Rd. agenda item. She stated that something permanent needs to be done to help slow traffic.

Vince Lombardi commented that speeding on Aldrich Rd. has been a concern for years. He thanked the Police Department for their presence on Aldrich Rd. Mr. Lombardi suggested re-doing the striping on the road to make it look less like a highway, adding a stop sign at Boss Avenue, or adding speed signs in the middle of the road. The existing bump outs don't get plowed. The street is not cleaned. He thanked the Committee and requested they address the issue.

Brent Schmitt commented that stop signs should be installed on Aldrich Rd. to calm traffic.

Mimi Clark noted that the intersection at Cass St. and Middle St. should be less of a right angle. Cars should be able to ease into traffic. Ms. Clark also noted that cars were crossing the double line now because Middle St. is too narrow. She also does not like the aesthetics of the bike lane on Middle St.

Chairman Doug Roberts noted the concerns about speeding on Aldrich Rd. and acknowledged that traffic calming measures for straight narrow streets in Portsmouth have not always been successful. The early reports on Middle St. show that vehicles are operating at lower speeds.

Harold Whitehouse suggested adding an agenda item after public comment that would allow the Committee to respond to topics presented by public speakers. Chairman Doug Roberts stated some agenda items could be taken out of order, but some topics may require staff research and may need to be addressed at the next meeting. Harold Whitehouse commented that a lot of people were staying just to hear an item being presented later in the meeting.

Deputy City Manager Nancy Colbert Puff moved to hear agenda item VIII.A. Aldrich Road Traffic Calming Program updates next on the agenda, seconded by Harold Whitehouse.

**Motion Passed 8-0.**

### VIII. INFORMATIONAL:

A. Aldrich Road Traffic Calming Program update. Eric Eby provided a status update. Laura Kennedy completed step one of the traffic calming program by collecting petitions of homeowners looking for traffic calming measures to be implemented. A traffic camera will be put at the intersection of Boss Avenue and the speed recorder will continue to collect data. Once data is collected, staff can make recommendations on traffic calming measures. He will provide an update at the next meeting.

Chairman Doug Roberts requested that Eric Eby comment on the street striping. Eric Eby responded that the striping was removed at the Islington end of the street because there were no cut-outs for parking on that end. The road becomes narrower because cars are parked on the street and the striping caused confusion about whether or not cars could go around the parked cars. Removing the rest of the striping on Aldrich Rd. would not help in calming traffic because cars do not park in the travel lanes. The road won't become narrower.

Chairman Doug Roberts questioned if fog lines on the edge of the road made the road seem narrower. Eric Eby confirmed that was correct and they are more visible at night or in bad weather. Chairman Doug Roberts asked about the centerline. Eric Eby responded that it was not as critical except for the curve near Sewall Rd. to keep vehicles in the correct lane.

Chairman Doug Roberts requested clarification on stop sign installation and requirements. Eric Eby referred to the Manual on Uniform Traffic Control Devices (MUTCD), which is a Federal Highway Administration requirement. A 3-way or 4-way stop requires fairly equal traffic volumes on each leg of the intersection. He stated there is much more traffic on Aldrich Rd. than there is on Boss Avenue. Since there is very little traffic on the side streets, drivers would roll through the stop signs. It would create another hazardous situation.

Harold Whitehouse questioned if a police cruiser could monitor traffic speed on Aldrich Rd. Police Captain Frank Warchol responded that they have in the past and could do it again. Police Captain Frank Warchol also noted that 75-80% of the complaints received by the PD is about speeding in the City. He stated there are limited resources, which makes monitoring each street all the time impossible. Officers are present in the City and are working to keep the traffic calm.

### IV. FINANCIAL REPORT:

Harold Whitehouse moved to accept the financial report dated September 30, 2018, seconded by Public Works Director Peter Rice. **Motion passed 8-0.**



**VI. NEW BUSINESS:**

A. Request to remove 10 metered parking spaces on Deer Street between Bridge Street and Maplewood Avenue, to accommodate anticipated traffic from new Foundry Place parking garage. Eric Eby commented that this recommendation was brought forward in the traffic study for the new parking garage and new buildings in the area. The study recommended several improvements, which included re-striping Deer St. to provide two lanes heading out of the garage to the Maplewood Avenue signal. In order to get that roadway width, the 10 metered parking spaces would need to be removed. Staff observed traffic exiting the garage last night after the Halloween parade. Traffic backed up from the Maplewood Avenue signal to the garage. Eric Eby recommended giving staff more time to observe the flow on a day-to-day basis, and evaluate when to implement a change.

Harold Whitehouse questioned if Eric Eby would report back at the December meeting. Eric Eby responded that he could report back on it frequently and when the volume levels change and improvements are needed, he will present a recommendation.

Harold Whitehouse noted that this would remove two handicap spaces outside a popular restaurant and they would need to be relocated. Eric Eby clarified that there were two spots, but only one is a handicap space. Public Works Director Peter Rice requested Eric Eby speak to the number of handicap spaces required to be on a public street. Eric Eby responded that by law there are no requirements regarding handicap spaces on public streets at this time. If an eatery has a parking lot, then they are required to provide handicap parking spaces in the lot. Eric Eby stated there are handicap spots in the garage and the spots across the street will remain.

Shari Donnermeyer asked about the number of cars in the new garage on Halloween. Parking Director Ben Fletcher estimated that there were a little over 500 cars in the garage. It was nearly full and free. Shari Donnermeyer asked about the number of cars in the Hanover garage. Parking Director Ben Fletcher responded that he did not have the official count, but earlier in the evening the total was estimated to be in the 400s.

Steve Pesci thanked staff for their work and commented that the area is going to be a future neighborhood. He stated when evaluating peak traffic flows from the garage, the future neighborhood should be considered.

Shari Donnermeyer moved to table the request to allow time for staff to observe traffic operations along Deer Street after the opening of the garage, seconded by Deputy City Manager Nancy Colbert Puff. **Motion passed 8-0.**

Ralph DiBernardo apologized for being late and stated he would abstain from voting and deferred to Steve Pesci.

B. Request to close leg of Edward Street at Junkins Avenue. Public Works Director Peter Rice stated that this section of roadway has been closed for about 8 months as a result of the Pleasant St. project. It has been observed that the section is a dangerous intersection because of limited sight lines. Edward St. is also not really equipped to be a through street. He added that another important benefit to the closure is that it would connect the William Whipple Memorial to Haven Park. William Whipple signed the

Declaration of Independence. The monument is currently isolated in the little triangle of land and many people do not realize it is there. He also stated there haven't been any complaints about the area being closed due to the Pleasant St. project.

Harold Whitehouse stated he was there yesterday and talked to a gardener working on the property of the woman who lived on the corner. He was told she had not been notified. He said this change could increase traffic at the stop sign, traffic noise and possibly negatively impact her. He expressed concern that she had not been notified.

Harold Whitehouse stated the action item should be delayed until the Pleasant St. project is completed. He is concerned about the restoration of the area and the impact on the soil from the pipes and materials stored at the site. He stated the area should be restored to the condition it was before construction. Public Works Director Pete Rice noted that the only restoration involved would be picking up the construction materials and sweeping the area. Public Works Director Peter Rice stated that contractors are required on all jobs to restore site conditions.

Fire Chief Steven Achilles requested the Committee suspend the rules to allow for public comment from a homeowner on Pleasant St. Public Works Director Peter Rice moved to suspend the rules to allow for public comment, seconded by Shari Donnermeyer. **Motion passed 8-0.**

Ron Bourgeault spoke in favor of the closure because it would greatly reduce traffic. His only concern was to ensure that there was still adequate fire access to the area.

Fire Chief Steven Achilles confirmed there was appropriate fire access, and suggested installing a crosswalk to create clear access to the park. He also supported how the closure would benefit the Whipple Memorial and the park.

Steve Pesci thanked staff for bringing this to the Committee. He supported the road closure and agreed that connecting the Whipple Memorial and the park would be a benefit. He does not support installing parking spaces because it would hinder the opportunity to connect the park and the green space.

Shari Donnermeyer agreed that the homeowner should have been notified, and thought the proposal should be tabled until there was a clear plan on how to close the road.

Public Works Director Peter Rice responded that the reason they were asking for it now was because the contractor working on the Pleasant St. project could do it as part of the existing contract for no added cost. It would be loamed and seeded. In the long term, staff would work to improve connectivity in that area.

Harold Whitehouse noted that area was very picturesque and widely used. He supported adding some parking to the area.

Deputy City Manager Nancy Colbert Puff suggested that the Committee move forward with the proposal after a conversation with the woman on the corner had taken place. Public Works Director Peter Rice responded that there was probably some flexibility with

the contractor, so it did not need to be done immediately. It would make sense to put it on hold another month to talk through the details and reach out to the homeowner.

Fire Chief Steven Achilles moved to direct staff to contact neighbor and report back at the December 2018 meeting, seconded by Shari Donnermeyer. **Motion passed 8-0.**

C. Request to amend ordinance to prohibit parking of mopeds and bicycles against monuments outside of parks, by Fire Department. Fire Chief Steven Achilles noted this was especially evident in front of Fire Station 1 on Court St., but he has seen it happen at other monuments in the City. Public Works Director Peter Rice agreed that it detracted from the monuments, and clarified that this would apply to all monuments. Steve Pesci supported this action item, but noted the term monument could be vague.

Fire Chief Steven Achilles moved to amend ordinance Chapter 7, Article V, Section 7.510 G, to add the words “or monuments” and to amend ordinance Chapter 7, Article XVII, Section 7.1702 F, to add the words “or monuments”, seconded by Public Works Director Peter Rice. **Motion Passed 8-0.**

## VII. OLD BUSINESS:

No old business.

## VIII. INFORMATIONAL:

B. COAST Public Forum. Eric Eby noted that COAST is conducting several public forums to get input on the best way to meet the region’s changing transportation needs. The next meeting is November 8, 2018 at City Hall starting at 6:30 p.m. Harold Whitehouse questioned what they were looking for exactly. Eric Eby responded that they are looking for suggestions on improvements on their service.

C. Neighborhood Traffic Calming request updates:

South Street at Brackett Lane  
South Street at Middle Road  
South Mill Street at Pickering Avenue

Eric Eby stated three requests have come in. Speeds were recorded and traffic cameras have been installed. Staff is in the process of watching the videos and evaluating the data to determine what needs to be done.

D. PTS Open Action Items. No action required by Committee.

## IX. MISCELLANEOUS:

Harold Whitehouse wanted to go into detail about Deputy Fire Chief James Heinz no longer being on the Committee and requested clarification from Fire Chief Steven Achilles. Harold Whitehouse stated that Deputy Fire Chief James Heinz had a lot of knowledge about the Committee, especially about response times. He stated he

consistently agreed with him regarding response times. He greatly values Deputy Fire Chief James Heinz, and expressed his sadness that he would no longer be on the Committee.

Fire Chief Steven Achilles stated he worked with the Fire Commission and made the administrative decision to serve on the PTS Committee. Deputy Fire Chief James Heinz is planning to retire within the next year and a half. There have been discussions for some time about the transition of responsibilities. Fire Chief Steven Achilles adamantly stated that the decision was not a reflection on Deputy Fire Chief James Heinz. He assured the Committee that he would work with them to advocate for public safety and to ensure that fire apparatus response is appropriate.

Steve Pesci noted that there were many comments expressed about the bike lanes. He stated he did not think that registration and safety testing of bicycles was in any way related to the function of the bike lanes. He stated he was not aware of any communities in the region that had this program.

Chairman Doug Roberts agreed that there weren't successful mandatory bike registration programs. He mentioned several cities that have given up on mandatory registration programs. Portsmouth has a voluntary registration program to mainly track stolen bikes. Chairman Doug Roberts was not able to find any statistics on people getting injured from a defective bike. The most common bike injury resulted from a car hitting them.

Police Captain Frank Warchol confirmed officers stop cyclists to address bicycle safety issues when they see it. This is a current practice for the Police Department. He questioned if the community would want officers to use limited resources on bicycle inspections instead of other pressing needs in the community.

Shari Donnermeyer agreed with the concerns expressed and pointed out that it would be expensive for the public to keep up with inspections and registrations.

Public Works Director Peter Rice noted that winter is coming and it is most likely that before the next meeting, most or all of the bollards would be removed and the lag holes would be sealed. The Department is looking at how to best approach snow removal operations.

Harold Whitehouse mentioned that he counted the bikes at the High School and saw very few. Eric Eby clarified that the bike lane to the High School is still being finished and the signal may not have been operational when Harold Whitehouse conducted his observation. He stated he received reports from school staff reporting a lot of initial bike activity; now that the weather is cooler it may be dropping off.

Eric Eby noted that the Woodbury Avenue Bridge is closed for the next 13 months.

**X. ADJOURNMENT** – at 9:27 a.m., **VOTED** to adjourn.

Respectfully submitted by:

Becky Frey  
PTS Recording Secretary

# CITY OF PORTSMOUTH PORTSMOUTH, NH 03801

**DATE:** November 15, 2018  
**TO:** Honorable Mayor Blalock and City Council Members  
**FROM:** Councilors Chris Dwyer and Ned Reynolds  
**RE:** Fee Committee

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As requested, the Fee Committee met on November 7, 2018 to review two issues that had been referred to this Committee 1) Resident Discount Parking Meters and 2) License Fee for Encumbrance of City Property.

## **1) Resident Discount Parking Meters:**

Currently, there is \$.25 discount per hour for residents at parking meters when using an electronic device. At the September 17, 2018 City Council meeting, the Council requested that the Fee Committee explore expanding this parking discount for residents. The Fee Committee is recommending an increase in the resident discount to \$.50/hour. For Portsmouth residents, this change would mitigate the effect of expanding the High Occupancy Zones. The expansion of the High Occupancy Zones was estimated to generate approximately \$240,000 in additional revenue for the City Parking Division. Those revenues can be used to help reduce the cost of the larger discount on-street meter parking for residents. The Fee Committee is recommending a \$.50 per hour discount for residents through the following payment avenues:

- EasyPark on dash-meter device (available now)
- An easy-to-use and free pay-by-phone software accessed through Smartphone Technology (available early 2019)

This recommendation requires an amendment to the Parking Ordinance.

The Fee Committee is recommending this change in conjunction with the High Occupancy Meter Zones.

## **2) License Fee for Encumbrance of City Property:**

At the April 16, 2018 meeting, the City Council adopted a “License Fee for Encumbrance of City Property” policy for the purpose of establishing fees for the long-term temporary encumbrance of City property.

At the time the policy was adopted, Council advised that the establishment of the fees should be reviewed by the Fee Committee at a future date. On November 7, 2018, the Fee Committee met to review recommended revisions to the policy proposed by City staff. The proposed revisions are attached with suggested changes tracked – deletions from existing language are stricken, additions to existing language are bolded. The proposed changes include a decrease in the square footage rate from 15 cents per square foot to 5 cents per square foot for land that includes unmetered parking spaces, travel ways, loading zones and sidewalks and a new scaled fee for any other land. The changes also propose clarifying that all license fees shall be paid for upfront so there is no incremental billing, then, if necessary, the applicant can request a refund for unused days at the end of the project. The exemption for use of City property by one and two family dwellings is also proposed to be removed. In lieu of payment or a portion of payment, the Planning Department, at its discretion, may consider options that provide equivalent parking spaces.

Move to amend City Council Policy No. 2018-02 as recommended in the attachment.

CITY OF PORTSMOUTH

CITY COUNCIL POLICY NO. 2018-02

LICENSE FEE FOR ENCUMBRANCE OF CITY PROPERTY

Any party temporarily encumbering city property for purposes of construction, ~~other than one or two family dwellings,~~ beyond thirty working days, shall apply to the City Council for a license and pay the following fees:

- A. Metered parking spaces consistent with the daily fees determined by the fee schedule. ~~-- \$35 per day per space, \$50 for spaces in the high occupancy zone~~
- B. Any ~~other~~ City ~~right-of-way /~~ land, that ~~including~~ but not limited to unmetered parking spaces, travel ways, loading zones and sidewalks – \$0.015 per square foot per day
- C. Any other City land / right-of-way not included in the above categories shall be charged a flat fee of \$400 per each 400 square feet for the first 30 days. Each additional 30 day period the fee shall be \$200 per each 400 square feet. The aforementioned fee shall be in place until July 1, 2019 when the fee shall be listed on the City of Portsmouth's annual fee schedule.

The license fees set forth above will be doubled if the ~~license-encumbrance~~ period extends beyond its terms.

Any encumbrance that extends beyond thirty working days without an approved City Council license shall also be subject to the above fees.

The City Manager may waive the license fees for parking in unmetered spaces if the applicant can provide equivalent public parking in the immediate vicinity of the licensed area.

The Public Works Director shall administer the application of the License fees under this policy.

All applicable license fees shall be paid prior to the start of the term of the license. If the licensee ceases to encumber the property prior to the end of the term, the licensee may request a refund of any license fees for any unused days.

Any party that disputes the application of this policy to its request for a license may appeal to the City Manager.



# FEE COMMITTEE MEETING MINUTES

Municipal Complex  
Portsmouth NH

November 7, 2018, 8:30 a.m.

**Present:**

**Fee Committee:** Councilors M. Christine Dwyer and Ned Raynolds

**Staff:** City Manager John P. Bohenko, Public Works Director Peter Rice,  
Parking Director Ben Fletcher, Planning Director Juliet Walker and  
Deputy Finance Director Andrew Purgiel

A motion was made by Councilor. Dwyer and seconded by Councilor Raynolds to approve the minutes from the March 9, 2018 meeting. Unanimously approved.

1. Public Works-Parking Division-Resident Discount Parking meters-Referred by the City Council 9/17/18:

Mr. Fletcher gave a brief description of the mobile app, Park Mobile. The application is free to download. Residents who register their plate number with the Parking Office will qualify for reduced rate parking with no convenience fee. The app works with real time integration in conjunction with Parking Enforcement. City Manager Bohenko recommended that residents re-register every two years with the Parking Office.

Currently there is a 25 cent discount per hour for residents at the meter. Mr. Fletcher said 18% of the Easy Park users take advantage of the 25 cent per hour discount. Currently the app does not integrate with the Parking Garages. Councilor Raynolds suggested that the resident discount be raised to 50 cents per hour.

Actions recommended continue to follow the directives of the 2012 Parking Principles, notably:

- **4a:** Parking management and supply decisions are interconnected and a comprehensive, unified approach to decision-making is needed
- **9:** Parking management strategies should recognize that there is a difference between the needs of long-term parkers ... and short-term parkers running a quick errand
- **17:** Incentives for residents should be provided... but shouldn't compromise best practices

Industry-standard Occupancy goal is 80%

- Portsmouth's downtown streets are routinely much higher than this figure
- Recommendations are data-driven and geared towards behavior management, as opposed to revenue generation

**Recommendations**

Expand the High Occupancy Zone to address overcrowding on the affected streets

- Provide for a \$.50/hour resident discount through these payment avenues:
  - EasyPark on-dash meter device (available now)
  - Pay by Phone software accessed through Smartphone Technology (available early 2019)

2. Planning Department-City Council policy #2018-02 License Fee for encumbrance of city property-City Council adopted April, 16, 2018.

Ms. Walker gave a brief presentation of the Encumbrance Policy. Ms. Walker submitted a proposal to lower the square footage rate from 15 cents per s.f. to 5 cents per s.f. and remove the parking offsets. City Manager Bohenko agreed that 15 cents is too high. Ms. Walker suggested applying the fee per s.f. to areas including unmetered parking spaces, travel ways, loading zones and sidewalks. Ms. Walker also suggested that the license fees be paid for upfront so there is no incremental billing, then if necessary, the applicant could request a refund for unused days at the end of the project. Councilors Reynolds and Dwyer agreed with the recommended changes with the exception of the removal of the parking offsets. Mr. Rice suggested applying a fee for other city land that is consistent with the existing fees for permits for work within the City right-of-way. Councilor Dwyer recommended removing the exemption for one and two family dwellings.

There was discussion regarding encumbering residential parking spaces for residential projects.

3. Other Business

Sidewalk Café Ordinance:

City Manager Bohenko stated that there had been some concern from a few that fees should increase for use of the city's property. City Manager Bohenko suggested keeping it the same. Councilor Dwyer agreed. Mr. Bohenko stated that he would let the Council know this was discussed at the Fee Committee meeting.

The meeting adjourned at 9:25.