

# CITY COUNCIL MEETING

Remote Meeting Via Zoom Conference Call

To register in advance for this meeting, click on the link below or copy and paste it into your web browser:

[https://zoom.us/webinar/register/WN\\_SvDfLerQR5mrtfDRW14xDg](https://zoom.us/webinar/register/WN_SvDfLerQR5mrtfDRW14xDg)

You are required to register in advance to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Please note, this meeting will also be broadcast on the City's YouTube Channel. Public comments for the Council's consideration can be emailed in advance via the City's web site: <https://www.cityofportsmouth.com/citycouncil/contact-all-city-councilors>.

Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-16, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.

**DATE: MONDAY, AUGUST 31, 2020**

**TIME: 7:00PM**

- **6:30PM – ANTICIPATED NON-PUBLIC SESSION RE: PERSONNEL MATTERS – RSA: 91-A:3**  
II (c) [https://zoom.us/webinar/register/WN\\_PPmGzXuMQEiZZtebrhnSLQ](https://zoom.us/webinar/register/WN_PPmGzXuMQEiZZtebrhnSLQ)

## AGENDA

- I. **WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. **PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] - POSTPONED**
- III. **CALL TO ORDER [7:00 p.m. or thereafter]**
- IV. **ROLL CALL**
- V. **INVOCATION**
- VI. **PLEDGE OF ALLEGIANCE**
- VII. **ACCEPTANCE OF MINUTES** (*There are no minutes on for acceptance this evening*)
- VIII. **RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**
- IX. **PUBLIC COMMENT SESSION – (Via Zoom)**
- X. **PUBLIC DIALOGUE SUMMARY [when applicable] - POSTPONED**
- XI. **PUBLIC HEARINGS AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**
  - A. First Reading of Ordinance amending Chapter 7, Article III, Section 7.326 – Limited Parking – 15 Minutes
  - B. First Reading of Ordinance amending Chapter 7, Article III, Section 7.330 – No Parking
  - C. First Reading of Ordinance amending Chapter 7, Article VI, Section 7.601 – Limited Hours Loading Zones
  - D. Third and Final Reading of Ordinance amending Chapter 3 – Public Health, Article XI – Face Coverings during the COVID-19 Pandemic, Section 3.1101 – Face Coverings Required

## **XII. MAYOR BECKSTED**

1. \*City Manager Contract Amendment
2. Appointments to be Considered:
  - Appointment of Margot Doering to the Historic District Commission as a Regular Member
  - Appointment of Paul Reardon to the Historic District Commission as a Regular Member replacing the unexpired term of Cyrus Beer
3. \*Appointment to be Voted:
  - Appointment of Thaddeus Jankowski to the Conservation Commission
  - Appointment of Adam Webster to the Conservation Commission
  - Appointment of Jane Wright as an Alternate to the Conservation Commission

## **XIII. CITY COUNCIL MEMBERS**

### **A. ASSISTANT MAYOR SPLAINE**

1. Face Covering Exceptions

### **B. COUNCILOR HUDA**

1. Middle Street Bike Lanes (*Sample motion – move the parking of vehicles back to the curb in Middle Street Bike Lanes immediately for safety of all in lieu of the recent accident*)

### **C. COUNCILOR TABOR**

1. Middle Street Long-Term Task Force (*Sample motion – move to approve the creation of a citizen task force to answer the question: “How can we make Middle Street a bicycle-pedestrian-vehicle boulevard that works for everyone and enchances the city?”*)

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

- A. \*Acceptance of Police Department Grant - \$24,759.00 from the NH Department of Justice

## **XV. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION**

### **A. CITY MANAGER CONARD**

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

1. \*Request to Establish a Work Session Regarding Annual Assessments
2. Request for Approval of Portsmouth School Cafeteria Contract
3. Request for Approval of Portsmouth School Custodial Contract
4. Request for Approval of Portsmouth School Paraprofessionals Contract

5. Request for Approval of Portsmouth AFSCME 1386B Contract
6. Sagamore Avenue Sewer Extension Project
7. Construction License for 99 Hanover Street
8. 46-64 Maplewood Avenue Temporary Construction License Extension
9. Request to Waive Prescott Park Arts Festival Annual Consideration Fee
10. Request to Waive Gundalow Company Annual Consideration Fee

## **XVI. CONSENT AGENDA**

- A. Request for License to Install a Projecting Sign for owner Samuel Habib, The Hub Smoke and Vape for property located at 222 State Street (***Anticipated action - move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

### **Planning Director's Stipulations**

- ***The license shall be approved by the Legal Department as to content and form;***
  - ***Any removal or relocation of 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. Acceptance of Sidewalk and Drainage Easement for 95 Brewster Street (***Sample motion – move to accept a sidewalk easement and a drainage easement for 95 Brewster Street as presented***)
- C. Letter from Melissa Walden, American Lung Association, requesting permission to hold the Cycle the Seacoast on May 2, 2021

## **XVII. PRESENTATIONS & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. \*Presentation by Health Officer Kim McNamara regarding COVID-19 Update
- B. \*Update on the Portsmouth Citizens Response Task Force
- C. Email Correspondence (***Sample motion – move to accept and place on file***)
- D. Letter from Erik Newman, EverSource, requesting to Name an Unnamed Private Road and Assign 911 Numbering to the Improvements Accessed Therefrom (***Sample motion – move to refer to the Planning Board for report back***)

- E. Report Back on Request of Restoration of Involuntary Merged Lot – 1240 Islington Street (*Tabled from the August 18, 2020 City Council meeting*)

**XVIII. CITY MANAGER’S INFORMATIONAL ITEMS**

1. Report Back on Middle Street Bike Lanes as Requested at the August 18, 2020 Council meeting
2. Fleet Street Public Information Meeting
3. Report Back on Lease Agreements and Licenses for Non-Profits
4. Report Back from Sewer and Water on Large Rain Events and Combined Sewer Overflows as Requested at the July 13, 2020 City Council meeting
5. Report Back and Update on CARES Act Fund Allotment as Requested at the August 18, 2020 City Council meeting

**XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

**XX. ADJOURNMENT [at 10:00 p.m. or earlier]**

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

*\* Indicates verbal report*

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.326 - **LIMITED PARKING - 15 MINUTES** 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):

**Article III: TRAFFIC ORDINANCE**

**Section 7.326: LIMITED PARKING – 15 MINUTES**

- A. No person having control or custody of any vehicle shall cause the same to stop or park for longer than 15 minutes at any time between 9:00 a.m. and 8:00 p.m., Monday through Saturday, and between 12:00 p.m. and 8:00 p.m. Sunday, Holidays not included, on the following streets and locations:
5. ~~Deer Street: One space on the northerly side of the street, beginning 13 feet west of the extension of the westerly curblineline of High Street, and running 20 feet in an easterly direction.~~
  6. Hanover Street:
    - a. northerly side, first five spaces east from High Street
    - b. northerly side, first two spaces east from Bridge Street
    - c. **southerly side, first two spaces east from Maplewood Avenue**

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.

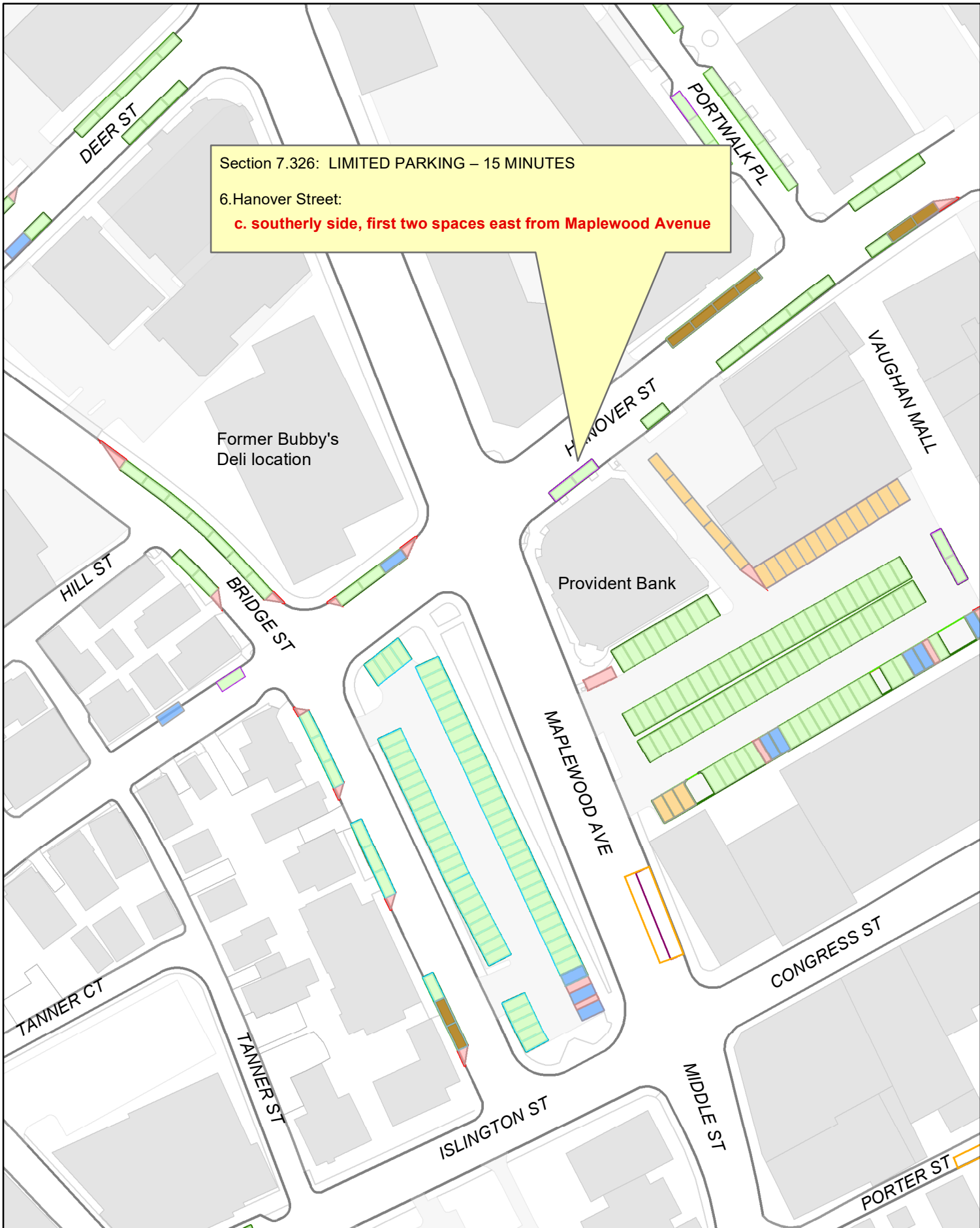
APPROVED:

\_\_\_\_\_  
Rick Becksted, Mayor

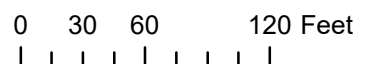
ADOPTED BY COUNCIL:

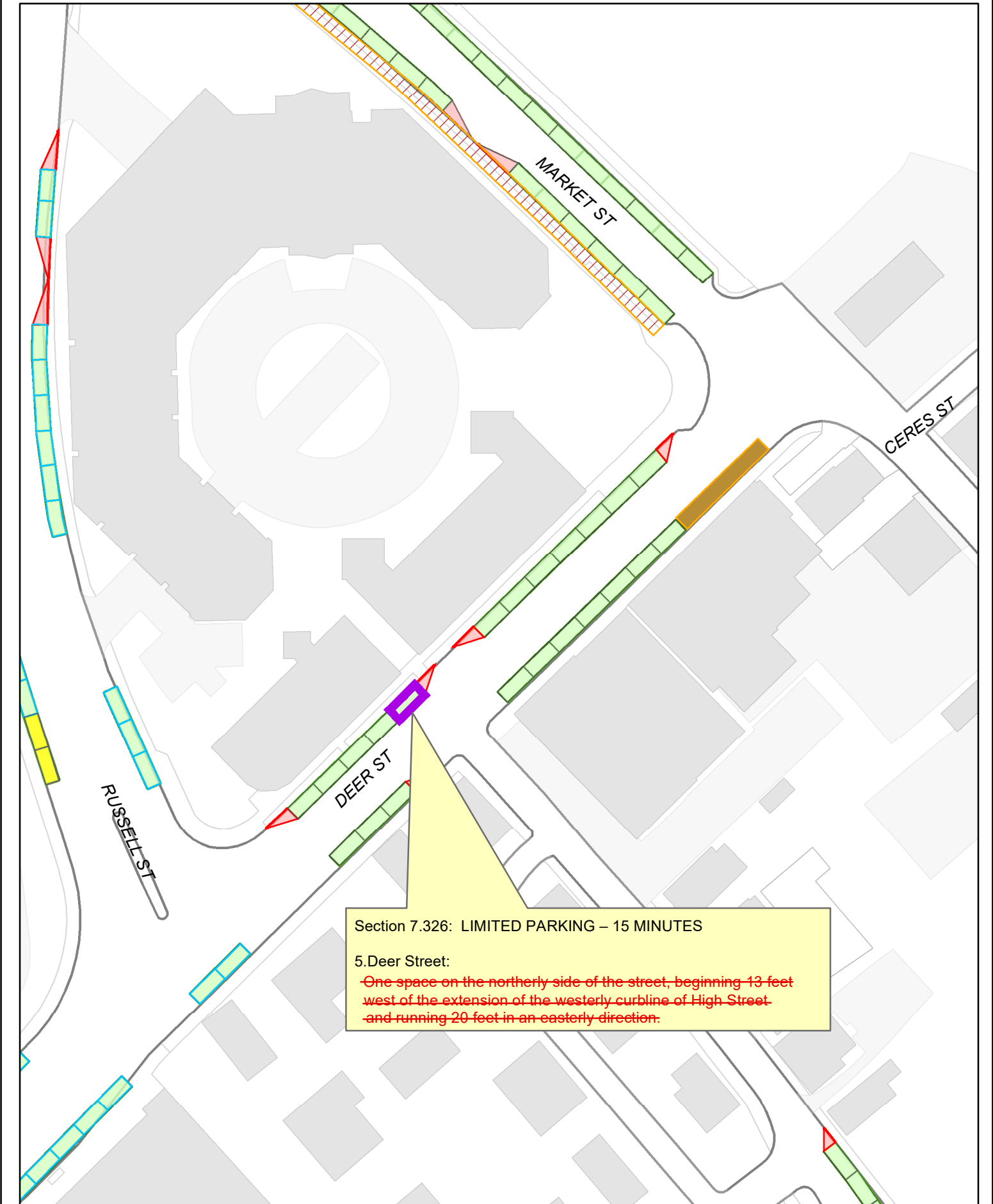
\_\_\_\_\_  
Kelli L. Barnaby, City Clerk

Section 7.326: LIMITED PARKING – 15 MINUTES  
6. Hanover Street:  
**c. southerly side, first two spaces east from Maplewood Avenue**



**LIMITED PARKING – 15 MINUTES**  
**Portsmouth, New Hampshire**





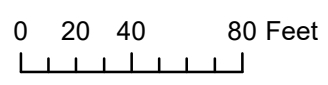
Section 7.326: LIMITED PARKING – 15 MINUTES

5. Deer Street:

- One space on the northerly side of the street, beginning 13 feet west of the extension of the westerly curbline of High Street and running 20 feet in an easterly direction.

**LIMITED PARKING – 15 MINUTES**  
**Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 26 August 2020  
 Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020



ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article III, Section 7.330 - **NO PARKING** 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):

**Article III: TRAFFIC ORDINANCE**

**Section 7.330: NO PARKING**

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

**83. Middle Street:**

**i. westerly side, beginning at the northerly curb line of Aldrich Road, and running northerly for a distance of 76 feet.**

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

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

This ordinance shall take effect upon its passage.

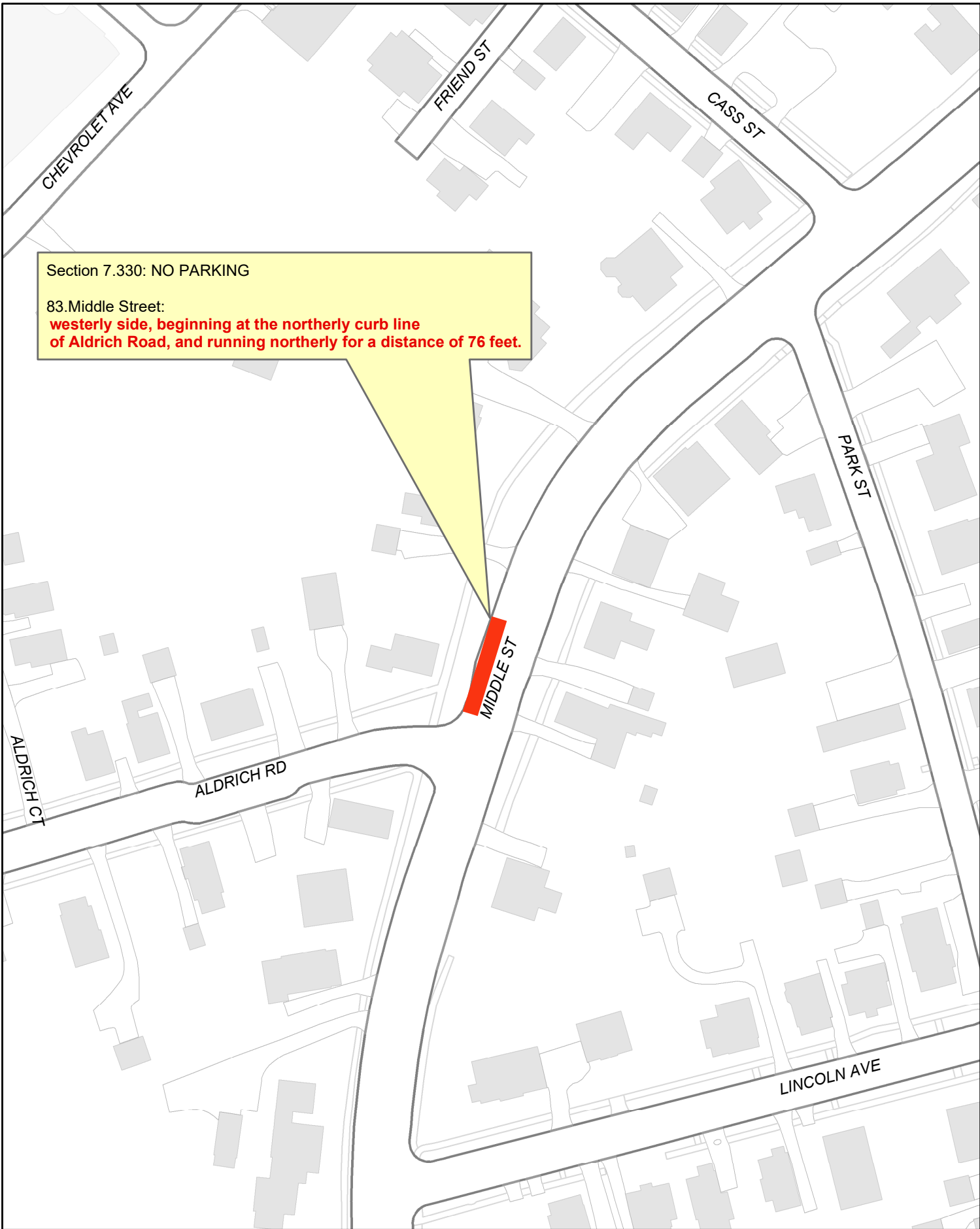
APPROVED:

\_\_\_\_\_  
Rick Becksted, Mayor

ADOPTED BY COUNCIL:

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



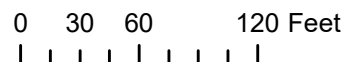


Section 7.330: NO PARKING

83.Middle Street:  
**westerly side, beginning at the northerly curb line  
of Aldrich Road, and running northerly for a distance of 76 feet.**

**No Parking  
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 2 June 2020  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020



ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article VI, Section 7.601 - **LIMITED HOURS LOADING ZONES** 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):

**Article VI:               LOADING ZONES**

**Section 7.601:       LIMITED HOURS LOADING ZONES**

The following locations are established as "Limited Hours Loading Zones" during "Loading Zone Hours" which are defined as Mondays through Saturdays between the hours of 6:00 a.m. and 7:00 p.m. or as otherwise described below. During Loading Zone Hours only licensed commercial vehicles, vehicles marked for commercial purposes and unmarked noncommercial vehicles with Loading Zone Permits may utilize Limited Hours Loading Zones for up to 30 consecutive minutes if actively engaged in loading or unloading product, merchandise or equipment. At all other times these Loading Zones shall be open parking for all vehicles.

**14.   Vaughan Street: westerly side, beginning at the intersection with Raynes Avenue and running southerly for a distance of 60 feet, from 6 AM to 9 AM.**

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:

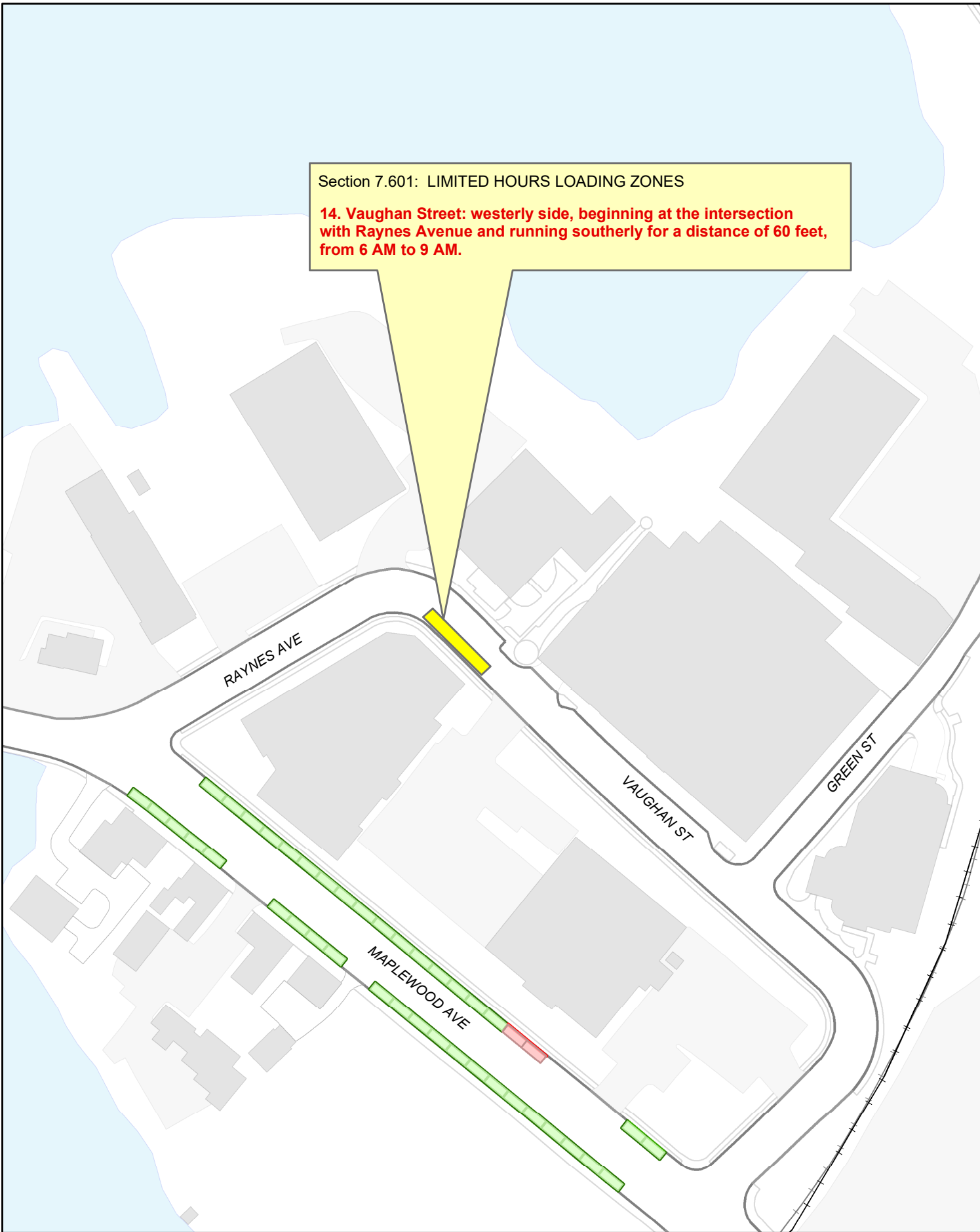
\_\_\_\_\_  
Rick Becksted, Mayor

ADOPTED BY COUNCIL:

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

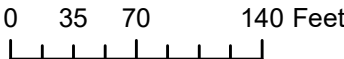
Section 7.601: LIMITED HOURS LOADING ZONES

14. Vaughan Street: westerly side, beginning at the intersection with Raynes Avenue and running southerly for a distance of 60 feet, from 6 AM to 9 AM.



**LIMITED HOURS LOADING ZONES  
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works, 2 June 2020  
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020



ORDINANCE#

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth are hereby amended by the addition of a new Ordinance titled **FACE COVERINGS DURING THE COVID-19 PANDEMIC**:

WHEREAS, the Nation, the State, and the City are engaged in an effort to protect the public health in light of the COVID-19 virus pandemic; and

WHEREAS, the Portsmouth City Council has issued a policy statement on Pandemic Response by Resolution adopted on July 13, 2020; and

WHEREAS, the Portsmouth City Council has determined that the wearing of face coverings during the time of the pandemic is one means of reducing the spread of COVID-19; and

WHEREAS, US Centers for Disease Control, the NH Bureau of Infectious Disease Control, and the City of Portsmouth Health Officer have determined that the wearing of face coverings during the time of the pandemic is an important means of reducing the spread of COVID-19;

NOW THEN, Portsmouth City Council hereby adopts the following ordinance regarding the wearing of face coverings in the City during the pandemic:

### **FACE COVERINGS DURING THE COVID-19 PANDEMIC**

It is hereby adopted as a new Article XI to the Ordinances of the City, Chapter 3, **PUBLIC HEALTH**, a new provision which shall read as follows:

#### **CHAPTER 3**

#### **PUBLIC HEALTH**

#### **ARTICLE XI: FACE COVERINGS DURING THE COVID-19 PANDEMIC**

#### **SECTION 3.1101: FACE COVERINGS REQUIRED**

All persons are hereby required to wear face coverings whenever they are in indoor or outdoor places which are accessible to the public, in which a physical distancing of six feet (6') between people who are not members of the same household is not maintained.

**SECTION 3.1102: PERMISSIBLE FACE COVERINGS**

A required face covering pursuant to this ordinance shall be any product that covers the nose and mouth of the person wearing it. The face covering may be commercially manufactured or personally created.

**SECTION 3.1103: EXCEPTIONS**

The following persons are exempted or excepted from the requirements of this ordinance:

- A. Persons who have a medical or other condition which may pose a risk to the health of the individual wearing the face covering.
- B. Any person age six (6) or younger.
- C. Any person who is actually engaged in the act of eating or drinking at a business establishment licensed by the City of Portsmouth for that purpose.

**SECTION 3.1104 PENALTY**

The penalty for a person violating this provision shall be the issuance of a civil citation pursuant to Ordinance Article XIII, **MUNICIPAL ENFORCEMENT PROCEDURES**<sup>1</sup>, except that under no circumstances shall the penalty for a violation of this ordinance exceed \$25.00.

**EFFECTIVE DATE**

This ordinance shall take effect on \_\_\_\_\_, 2020 and shall terminate on November 6, 2020.

**APPROVED**

By: \_\_\_\_\_  
Mayor Rick Becksted

**ADOPTED BY COUNCIL:**

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

<sup>1</sup> Note: The penalty for a first offense under Article XIII is \$25.00, if paid within seven (7) days



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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



Committee: Historic District Commission

Name: Margot Doering Telephone: 603-828-4977

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

Street address: 300 Jones Ave, Portsmouth

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): consultante.cerulean-nh.com

How long have you been a resident of Portsmouth? 16 yrs

Occupational background:

Commercial lender / Banker 18 yrs

Inkeeper / owner - 9 yrs

Consultant / Freelance CFO 6 yrs

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

Reasons for wishing to continue serving: For the reasons stated on earlier applications. To build on my experience of the last 18 months. To develop a better sense of the mission of the HDC both on the commission and with the public. To clarify the mission if needed.



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


Piscataqua Savings Bank Board  
Elks, PMAC, Dover Quakers  
Guide Dog Foundation - Puppy Raiser

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

- 1) Maria Sillari, Jones Ave, 603-305-0422  
Name, address, telephone number
- 2) Karen Bouffard, Richards Ave, 603-969-4311  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature:  Date: 8/11/20

**CITY CLERK INFORMATION ONLY:**

New Term Expiration Date: 6-1-2022 (Filling vacancy of Cyrus Beard)  
Annual Number of Meetings: 20 (2019) Number of Meetings Absent: 0  
Date of Original Appointment: 1-7-2019

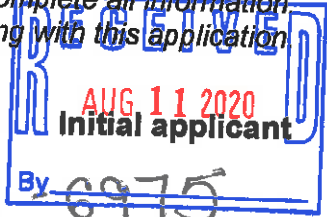
**Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

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



Committee: AHC

Name: Paul Gordon Telephone: 431-6975

Could you be contacted at work?  YES /  NO If so, telephone# 431-6975

Street address: 207 Raleigh Way, Portsmouth, NH

Mailing address (if different): Same

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

How long have you been a resident of Portsmouth? Native (52 yrs)

Occupational background:  
Owner - Seacoast Trolley 24 yrs  
Sales/tech - Jans Mtn. Outfitters 12 yrs

Please list experience you have in respect to this Board/Commission:  
B.S. Business Admin - NH College (12) 1996  
Minor American History  
Outside study





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

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

Reasons for wishing to serve: To balance the rapidly declining ideological scales in the city. Bringing parity back to Portsmouth. Reserve our past for posterity. Offset one party rule and its perils.

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

None at present.  
Seasonal resident April to Nov.

Please list two character references not related to you or city staff members:

*(Portsmouth references preferred)*

- 1) Janie Steffen, 13 Cinnamon Ridge, Som  
Name, address, telephone number
- 2) Rick Becksted, Mayor, City of Portsmouth  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: Paul Bearden Date: 8/8/20

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

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

*Depending on the parliamentary procedure on the Face Covering ordinance 3rd reading, I may offer a version of the following as an amendment, or as a resolution as to application of the ordinance. In reading a number of similar ordinances in other communities and states, these exceptions are frequently mentioned:*

## **EXCEPTIONS:**

Exempted from the requirements of the ordinance requiring the wearing of face coverings include law enforcement personnel, first-responders, or other workers actively engaged in their tasks if wearing a face covering may hinder their performance. Face coverings are not required to be worn by people actively engaged in exercise, fitness training, bicycling, swimming, running, or other activity when wearing a face covering could create a breathing problem or a barrier for the work or activity they are accomplishing. A face covering is not required for individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. This includes medical personnel, or people in professions or services where wearing face coverings would impede in the performance of their duties, or in settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments or other situations where people would not be expected to wear a face covering, such as actively performing in a play or theater performance. Momentary removal of a face covering for purposes of identification or adjusting the face covering is exempted.

**DATE:** AUGUST 26, 2020

**TO:** CITY CLERK KELLI BARNABY  
MAYOR BECKSTED  
CITY MANAGER CONARD

**FROM:** CITY COUNCILOR HUDA

**SUBJECT:** AUGUST 31st CITY COUNCIL MEETING AGENDA REQUEST (ZOOM MEETING)  
PLEASE PUT THIS UNDER THE NAMES LISTED ABOVE. THANK YOU

I MAKE A MOTION TO MOVE THE PARKING OF VEHICLES BACK TO THE CURB IN MIDDLE STREET BIKE LANES IMMEDIATELY FOR SAFETY OF ALL IN LIEU OF THE RECENT ACCIDENT.

DATA FROM COUNCILORS HUDA & KENNEDY  
(AS A FOLLOW UP FROM THE AUG. 18TH MOTION MADE BY COUNCILOR KENNEDY)

- > ATTACHED IS A FACT SHEET I PRESENTED TO THE COUNCIL AT THE AUG.18TH.COUNCIL MEETING ON SAFETY QUESTIONS WITH THE MIDDLE STREET BIKE LANES
- > ATTACHED ARE COUNCILOR KENNEDY'S LINKS TO THE NH STATE DOT DATA CONCERNING FUNDING FOR THE PROJECT, CITY OF PORTSMOUTH SAFE ROUTES TO SCHOOL GRANT DATA , AND BIKE LANE PRESS RELEASES,

**PURPOSE:**  
SHARE THE FACT SHEET WITH THE PUBLIC FOR REVIEW & COMMENT

TO DISCUSS THE SITE VISIT DATA & COMMENTS BY RESIDENTS ON THE SAFETY ISSUES FROM THEIR PERSPECTIVE.

**FACT SHEET & SAFETY QUESTIONS ON THE MIDDLE STREET BIKE LANES  
THESE SAFETY ISSUES SHOULD BE ANSWERED BEFORE THERE IS A SERIOUS ACCIDENT OR FATALITY**

**DESIGN**

**DESIGN ANALYSIS FROM A TRANSPORTATION ENGINEER PERSPECTIVE:**

QUOTE "LIKE MOST NEW ENGLAND ROADWAYS, THIS WINDING CORRIDOR HAS LIMITED & VARIABLE WIDTHS. CREATING CHALLENGES FOR FITTING ALL DESIGN ELEMENTS.

DUE TO THE TIGHT WIDTHS AND SHIFTING LANES, THIS FORCED COMPLETE STREETS DESIGN PROJECT IS CONFUSING & DANGEROUS FOR ALL MODES OF TRANSPORTATION.

BASED ON THE FOLLOWING:

- > THIS CORRIDOR IS A PRINCIPAL ARTERIAL ROAD, INTENDED TO SERVE HIGH TRAFFIC VOLUMES AND CARRY A HIGH PROPORTION OF URBAN TRAVEL WITH A NARROW, UNPROTECTED, & UNSAFE DESIGN FOR ALL TRANSPORTATION MODES (INCLUDING PARKED VEHICLES)
- > A 30 MPH TO 35 MPH SPEED LIMIT BASED ON THE 85<sup>th</sup> PERCENTILE IS NOT UNREASONABLE TO MOVE TRAFFIC EFFICIENTLY ON A PRINCIPAL ARTERIAL.

AVERAGE # OF VEHICLES THAT USE MIDDLE STREET ARTERIAL PER DAY	11,000
OF THE TRAFFIC ON THIS MAIN ARTERIAL HOW MUCH IS BICYCLE RELATED (PER HG EMAIL)	2%

- > AS AN EXAMPLE THE MIDDLE ST. /CASS ST INTERSECTION TO THE SOUTH OF THE INTERSECTION, THE INTERSECTION USED TO HAVE A SIGHT DISTANCE OF APPROX.. 200" - WITH THE REDESIGN IS NOW APPROX. 100" ???

- > **HOW IS THE DESIGN ABLE TO COMPLY WITH AASHTO "GREEN BOOK" STANDARDS? (DUE TO THE NATURE OF THIS WINDING PRINCIPAL ARTERIAL, WHEN VEHICLES ARE PARKED OUT APPROX. 6FT. FROM THE CURB)**

MINIMUM SITE DISTANCE:	VEHICLE SPEED	OPPING SIGHT DISTANCE
	15	70
	20	90
	25	115
	30	140
	35	165
	40	195

- > **DOES THE DESIGN ADHERE TO THE CITY OF PORTSMOUTH DRIVEWAY RULES & PROCEDURES?**
  - > FOR SPEEDS OF 30 MPH A SITE DISTANCE OF 200 FT IS REQUIRED
  - > A HEIGHT OBSTRUCTION OF 3.5 FT IS OBSTRUCTING VIEW. (WHAT IS THE HEIGHT OF A CAR/TRUCK PARKED IN THE ROAD?)
- > LONG PEDESTRIAN CROSSINGS & FEW AREAS FOR REFUGE, ADDING TO POOR AESTHETIC- STRIPING ALL OVER THE ROAD, ALONG WITH BOLLARDS.
- > ALTHOUGH MOST MINIMUM BIKE LANE STANDARDS ARE MET, RARELY ARE MINIMUMS ENOUGH FOR THE PUBLIC TO FEEL COMFORTABLE. THE TIGHT WIDTHS & SHIFTING LANES CREATES A "FORCED COMPLETE STREETS DESIGN PROJECT" THAT IS CONFUSING AND DANGEROUS FOR ALL MODES OF TRANSPORTATION.
- > THE PLANNING DEPT. IS URGED TO RECONSIDER THE FUTURE OF TRANSPORTATION AND IMPOSED STRATEGIES ON PORTSMOUTH COMMUNITY WHERE PUSHING AN AGENDA TO TRADE IN VEHICLES FOR BIKING HAS SHOWN AN UNDERWHELMING RESPONSE IN OUR COMMUNITY.

**SPECIFIC SAFETY ISSUES FOR CYCLISTS:**

- > FOR CYCLISTS THIS IS A DISTRACTING DESIGN-DUE TO LANE SHIFTS, VARIED PARKING LOCATIONS, NO SIGHT VISIBILITY DUE TO PARKING BETWEEN LANES
- > THIS 1600 - 2000 FT. ON MIDDLE ST. IS NOT CONSISTENT WITH THE DESIGN OF THE REST OF THE BIKE LANE SYSTEM IN PORTSMOUTH WHICH CREATES CONFUSION FOR CYCLISTS-- (ESPECIALLY WHEN A QUICK REACTION MAY CAUSE AN CRASH)
- > KEEPING IN MIND THE GOAL OF THIS PROJECT WAS TO CREATE LANES FOR THE "SAFE ROUTES TO SCHOOL" AND OTHER BICYCLE USERS
- > ACCORDING TO THE DATA THERE HAS NOT BEEN AN INCREASE IN THE NUMBER OF CYCLISTS USING THE ROADWAY & VERY MINIMAL BIKE UTILIZATION  
(SEE MIDDLE STREET BICYCLE STUDY DATA SUMMARY BELOW)

BIKE LANE USE STUDY	MAY 2017 - OCT.2018	OCT. 2018 - OCT. 2019	NET DECR.	% OF INCR/ DECR
TOTAL BIKES PER HR.	59.7	45.8	13.9	23%

SAFETY ISSUES FROM THE CYCLISTS PERSPECTIVE THAT COULD RESULT IN CRASH OR INJURY: (REQUIRES AVOIDANCE OR STOPPING)

- \* DEEP SEATED DRAIN GRATES
- \* DEBRIS OR SNOW IN GUTTER
- \* TRASH & RECYCLE CONTAINERS IN PATH
- \* INCREASED "CONTACT POINTS" IN BIKE LANE AT EACH INTERSECTION WHEN VEHICLES MUST BLOCK THE BIKE LANE TO SEE BEYOND PARKED CARS
- \* RIDERS HIDDEN AT INTERSECTIONS WHEN APPROACHING CROSSTREETS & STOP SIGNS
- \* **DANGER OF BOTH DRIVER/PASSENGER SIDE OPENING OF CAR DOORS**
- \* DANGER OF VEHICLES BACKING OUT OF DRIVES
- \* DANGER OF PED'S IN BIKE PATH
- \* CARS PARKED IN BIKE PATH.

- \* VEHICULAR CONGESTION & LITTLE OR NO PASSING OPTIONS WITHIN THE BIKE LANES
- \* THE COMMON PRACTICE IS FOR DRIVERS, CYCLISTS, PEDESTRIANS, AND ANYONE EXITING THEIR VEHICLES IS TO LOOK TO THE "MAIN" FLOW OF TRAFFIC, (IN THE STREET) AND NOT HAVE 4 POSSIBLE ADDITIONAL CONTACT POINTS TO CHECK AT CROSS STREETS.

**HOW MANY SAFETY ISSUES COULD BE ELIMINATED IF CARS ARE PUT BACK NEXT TO CURB?**

IF BIKE LANES WERE ON THE DRIVERS SIDE OF THE VEHICLE, WITH A 3FT. PAINTED BUFFER, IS THE DRIVER MORE LIKELY TO CHECK FOR BOTH ONCOMING VEHICLES & CYCLISTS WHEN EXITING THAN ON THE PASSENGER SIDE? (BECAUSE THAT IS THE INTUITIVELY NATURAL PROCESS WHEN EXITING A VEHICLE)

**SPECIFIC SAFETY ISSUES FOR RESIDENTS PARKING:**

- > ADA PARKING HAS BEEN SACRIFICED IN LIEU OF BIKE LANES WHICH DISCOUNTS THE IMPORTANCE OF INDIVIDUALS PROTECTED UNDER THE AMERICANS WITH DISABILITIES ACT.
- > DRIVERS UNDERSTANDABLY PARK IN THE BIKE LANE BUFFER TO PROTECT THEIR VEHICLE FROM VEHICULAR TRAFFIC. (OF NOTE 2 VEHICLES HAVE LOST THEIR MIRRORS OR HAVE BEEN SIDESWIPE).
- (PER HG MAIL- POLICE NO LONGER TICKET FOR THIS NEAR CASS ST.) BUT IF ENFORCED, THE EXPECTATION WOULD BE MORE PROPERTY DAMAGE & POTENTIAL BODILY INJURY FOR INDIVIDUALS EXITING VEHICLES BECAUSE OF THE FOLLOWING:
- > EVEN WHEN PARKING IN THE BIKE BUFFER, STANDING NEXT TO A VEHICLE -- THE EXITING DRIVERS HAVE FROM 0' TO 3' FT. OF REFUGE WHILE TRAFFIC IF PASSING BY.
- > VEHICLES RARELY STOP FOR PEDESTRIANS CROSSING THE ROAD TO GET FROM VEHICLES, TO RESIDENCES & BUSINESSES.
- > PARKING IS UNPROTECTED FROM LANES SHIFTS OR VEHICLES MAKING WIDE TURNS AT INTERSECTIONS.
- > PARKING ON ONE SIDE OF THE STREET CREATES EXTRA PEDESTRIAN CROSSING ON A HIGH TRAFFIC ARTERIAL.
- > DESIGN HAS CREATED AN OCCASIONAL COMPETITIVE PARKING ISSUE SINCE THERE IS ONLY PARKING ON 1 SIDE OF THE STREET.

ACCIDENT REPORT SUMMARY	REPORT PERIOD 10/1/17 - 10/1/18	REPORT PERIOD 10/1/18 - 10/1/19
# OF ACCIDENTS REPORTED	26	25
WHEN LOOKING DEEPER INTO TYPE OF ACCIDENTS - THE REAR ENDING OF A PARKED CAR ACCIDENT RATE INCREASED (REAR END ACCIDENT ON 10/24/18 MOST SERIOUS) (DUE TO PARKING AWAY FROM CURB & IN MIDDLE OR ROAD) FOR:		
ACCIDENT REPORT DETAIL DATA NOT AVAILABLE FOR COMPARISON-WHY?		10/1/18 - 10/1/19 10/1/17 - 10/1/18

**SPECIFIC SAFETY ISSUES FOR VEHICLES USING TRAVEL LANES:**

- \* NARROW AND SHIFTING LANES CAUSING VEHICLES TO CROSS PARKING LANES, CENTER LINES, AND BIKE LANE BUFFERS.
- \* CONGESTION AND HAZARDS DUE TO BUSES BLOCKING TRAVEL LANES AND VEHICLES TAKING TURNS
- \* FRUSTRATION AND AGGRESSION DUE TO TRAFFIC CALMING PRACTICES, PEOPLE GO THE SPEED LIMIT THEY ARE COMFORTABLE WITH ON A MAIN ARTERIAL WHERE THE POSTED SPEED IS NOT UNREASONABLE TO BE 30-35 MPH. (THIS IS THE 85TH PERCENTILE SPEED, WHICH IS WHAT THE SPEED LIMITS ARE SUPPOSED TO BE BASED ON) BUT AS NOTED BELOW DID NOT SIGNIFICANTLY CHANGE FROM:
  - > PRE BIKE LANES (MAY 2014 - JUNE 2018) 29 TO 35MPH
  - > POST BIKE LANES (OCT 2018 - MAY 2019) 28 TO 34 MPH
- \* LIMITED SIGHT DISTANCES SINCE PARKING IS PUSHED CLOSER TO THE CENTER OF THE ROADWAY WHICH REDUCES FROM STOP LINES/CROSS WALKS
- \* A PROFESSIONAL TRANSPORTATION ENGINEER URGED THE PLANNING DEPT. TO RECONSIDER THE FUTURE OF TRANSPORTATION AND IMPOSED STRATEGIES IN PORTSMOUTH.
- \* WHERE PUSHING AN AGENDA TO TRADE IN VEHICLES FOR BIKING HAS SHOWN AN UNDERWHELMING RESPONSE IN OUR COMMUNITY.

TOTAL PROJECT FUNDING BREAKOUT:		
FEDERAL SAFE ROUTES TO SCHOOL GRANT	\$223,764	
CITY SHARE	\$86,902	
TOTAL		\$310,666

**DATA SOURCES:**

DATA GATHERED PER THE PLANNING DEPT. WEB SITE MIDDLE ST. BIKE LANES  
POINTS FROM HANNAH GIOVANNUCCI A PROFESSIONAL TRANSPORTATION ENGINEER E-MAIL DATE 3.12.20  
DATA FROM VARIOUS EMAILS ON FILE UNDER MIDDLE STREET BIKE LANES

**COUNCILOR KENNEDY INCLUDED SOME LINKS THAT WILL GIVE YOU SOME DATA ON THER TIME FRAME AND PROJECT CLOSURE.**

**<https://www.fhwa.dot.gov/federal-aidessentials/catmod.cfm?id=2>**

**<https://www.cityofportsmouth.com/planportsmouth/safe-routes-school-grant>**

**<https://www.cityofportsmouth.com/planportsmouth/press-releases/middle-street-bike-lane-installation-underway>**

## **Middle Street Long-Term Task Force**

Sample Motion: Approve the creation of a citizen task force to answer the question:

*“How can we make Middle Street a bicycle-pedestrian-vehicle boulevard that works for everyone and enhances the city?”*

**Composition:** The task force will include a chair, residents from the east and west side of Middle Street, a business owner from Middle Street, a representative of the Parking, Traffic and Safety Commission, a representative of Seacoast Area Bicycle Riders, and city staff as recommended by the City Manager. Composition may be revisited with input from the Mayor, Manager, and chairman of Parking, Traffic and Safety, or the public. Meetings will start by September 18 and be public.

**Process:** The task force will first agree on principles for an enhanced Middle Street long-term design. They will review and assess neighborhood needs, transportation requirements, bicycle and pedestrian requirements and overall ways to harmonize these and maintain the iconic nature of Middle Street as a tree-lined artery for Portsmouth. Then they will discuss all the ways to improve from the current design. They will also request and receive drawings and iterations (which may require city funding) and develop final recommendations for PTS and the city council by year end.

**Background:** Currently, Middle Street serves 11,000 cars a day travelling at up to 30 mph, 120 bicycles (August '20 video count) and pedestrians. Using a Safe Route to Schools grant in 2010, the city planned a bike corridor from the High School to downtown. The lanes became a central artery in the city's bicycle-pedestrian master plan adopted by the city council in 2014. In 2017, bike lanes were striped from PHS to Lincoln Avenue, and “Sharrows” were used from Highland Street to downtown. In between, the city uses a “protected bike lane” behind parked cars for 1,600 feet of roadway. It is the only protected bike lane in the state.

The protected bike lane portion of Middle Street has gone through adjustments in response to feedback about site lines, safe access from side streets and aesthetics (bollards).

Clearly, public support and confidence in the protected bike lane has been an ongoing issue, as shown in the record of the March 12 public meeting. Bicycle advocates point out this is the safest design for cyclists, as NH DOT has also advised. But the recent “dooring” of a bicyclist, as well as accidents related to the position of parked cars in the street, raise safety concerns. In response to public criticism, the bike lane has been continually tweaked, but there has been no departure from the 2014 original design. It's time to take a deeper look at whether the original design – essentially a pilot project – is best for the long term, and whether there are better alternatives. A Middle Street Task Force can develop a long-term vision and direction so city staff can build on the strengths and take away the weaknesses. Residents, drivers and bike riders first-hand experience is essential to weigh alongside designs from experts, so that a long-term vision is grounded in real-life experience and common sense.

In a larger sense, however, Middle Street is a gateway to the city. If all the transportation elements can be harmonized and the street enhanced, even re-imagined, it can be a showpiece for Portsmouth.





## CITY OF PORTSMOUTH

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

Karen S. Conard  
City Manager

**Date:** August 27, 2020  
**To:** Honorable Mayor Rick Becksted and City Council Members  
**From:** Karen S. Conard, City Manager *KSC*  
**Re:** City Manager's Comments on City Council Agenda of August 31, 2020

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### ***XI. Public Hearings and Votes on Ordinances and/or Resolutions:***

#### **First Reading of Three Ordinances Amending Various Sections of Chapter 7:**

In the past the temporary parking and traffic regulations, approved by the Parking and Traffic Safety Committee (PTSC) and authorized by the City Council, were brought forward to the Council once a year as part of a "Parking and Traffic Omnibus" package. At that time, all of the temporary parking and traffic regulations approved by the PTSC and authorized by the Council in the prior year were presented as one package to the Council for adoption as an ordinance change.

At the July 13, 2020 Council meeting, the Council failed to approve a motion to request a first reading for the Omnibus package. Therefore, the individual temporary regulations have been separated based on their expiration date and will be presented individually to the Council. A table of the individual temporary regulations, along with the original Council temporary authorization date, the date of expiration of that temporary approval, and a proposed first reading date, was provided by the City Manager to the Council at their August 3rd meeting. The August 3rd meeting was continued to August 18th, at which time the Council, by Consent Agenda, voted to schedule first readings of amendments to the following ordinances which include Chapter 7, Article III, Section 7.326, Limited Parking, Fifteen Minutes; Chapter 7, Article III, Section 7.330, No Parking and Chapter 7, Article VI, Section 7.601, Limited Hours Loading Zones. A [diagram](#) and [the proposed amendment to each ordinance](#) are also included for information.

#### **A. First Reading of Ordinance amending Chapter 7, Article III, Section 7.326, Limited Parking - Fifteen Minutes:**

[Attached is the diagram](#) and [the proposed amendment](#) to the ordinance amending Chapter 7, Article III, Section 7.326, Limited Parking – Fifteen Minutes.

*I recommend that the City Council move to pass first reading of Chapter 7, Article III, Section 7.326, Limited Parking - Fifteen Minutes, and to schedule a public hearing and second reading at the September 14, 2020 City Council meeting.*

**B. First Reading of Ordinance Amending Chapter 7, Article III, Section 7.330, No Parking:**

Attached is the diagram and the proposed amendment to the ordinance amending Chapter 7, Article III, Section 7.330, No Parking.

*I recommend that the City Council move to pass first reading of Chapter 7, Article III, Section 7.330, No Parking, and to schedule a public hearing and second reading at the September 14, 2020 City Council meeting.*

**C. First Reading of Ordinance Amending Chapter 7, Article VI, Section 7.601, Limited Hours Loading Zones:**

Attached is the diagram and the proposed amendment to the ordinance amending Chapter 7, Article VI, Section 7.601, Limited Hours Loading Zones.

*I recommend that the City Council move to pass first reading of Chapter 7, Article VI, Section 7.601, Limited Hours Loading Zones, and to schedule a public hearing and second reading at the September 14, 2020 City Council meeting.*

**D. Third and Final Reading of Ordinance Amending Chapter 3 – Public Health, Article XI – Face Coverings during the COVID-19 Pandemic, Section 3.1101 – Face Coverings Required:**

A proposed ordinance entitled “Face Coverings during the COVID-19 Pandemic” is being presented for a third and final reading at this evening’s meeting. As amended at second reading on August 18, 2020, the ordinance would require all persons in the City to wear face coverings whenever they are in an indoor or outdoor space which is accessible to the public in which a physical distancing of six feet between people who are not members of the same household is not maintained. A permissible face covering would be any product that covers the nose and mouth of the person wearing it. Exceptions exist for persons with health issues, who are under the age of six, or who are actually engaged in the act of eating or drinking at a licensed establishment. The ordinance may be further amended by suspension of the rules. One such amendment which will be required is the addition of a date upon which the ordinance would take effect.

#### ***XIV. Approval of Grants/Donations:***

##### **A. Acceptance of Police Department Grant - \$24,759 from the NH Department of Justice:**

At the July 28, 2020 Police Commission meeting, the Board of Police Commissioners accepted the following grant:

- a. A grant in the amount of \$24,759 from the New Hampshire Department of Justice for the Victims of Crime Act Grant Program, SFY '21 Subgrant Award.

*I recommend that the City Council move to accept the grant to the Portsmouth Police Department as presented.*

#### ***XV. City Manager's Items which Require Action:***

##### **1. Request to Establish a Work Session Regarding Annual Assessments:**

I request a work session with the City Council on September 14, 2020 at 6:00 p.m. to review the results of the 2020 Partial Update which was completed by the City of Portsmouth Assessor's Office and Vision Government Solutions. This work session will review and explain what a partial revaluation is, along with the research involved in the collection of sales data and various other information required to conduct the partial update. Additionally, this work session will also review the analysis conducted and the results. Mike Tarella of Vision Government Solutions will be present for the work session.

*I recommend that the City Council move to establish a work session for the purpose of reviewing the results of the 2020 Partial Update on September 14, 2020 at 6:00 p.m.*

##### **2. Request for Approval of Portsmouth School Cafeteria Contract:**

The City Council reviewed a one year collective bargaining agreement with the School District Cafeteria Employees in a Non-Public Session on August 3, 2020. [Attached](#) is the proposed agreement.

*I recommend that the City Council move to ratify the one year agreement as presented with the School District Cafeteria Employees.*

##### **3. Request for Approval of Portsmouth School Custodial Contract:**

The City Council reviewed a one year collective bargaining agreement with the School District Custodial Employees in a Non-Public Session on August 3, 2020. [Attached](#) is the proposed agreement.

*I recommend that the City Council move to ratify the one year agreement as presented with the School District Custodial Employees.*

4. **Request for Approval of Portsmouth School Paraprofessionals Contract:**

The City Council reviewed a one year collective bargaining agreement with the School District Paraprofessionals in a Non-Public Session on August 3, 2020. [Attached](#) is the proposed agreement.

*I recommend that the City Council move to ratify the one year agreement as presented with the School District Paraprofessionals.*

5. **Request for Approval of Portsmouth AFSCME 1386-B Contract:**

The City Council reviewed a one year collective bargaining agreement with the City/ AFSCME 1386-B Employees in a Non-Public Session on August 3, 2020. [Attached](#) is the proposed agreement.

*I recommend that the City Council move to ratify the one year agreement as presented with City/AFSCME 1386-B Employees.*

6. **Sagamore Avenue Sewer Extension Project:**

Over the last two months, City staff, engineers and the E/One pump system equipment supplier have provided the City Council and residents with additional information requested on the Sagamore Avenue Area Sewer Extension project. I am requesting that the City Council vote on an approach this evening to move this project forward. The [August 20, 2020 memorandum summarizing approach options](#) has been provided for convenience and was previously distributed to City Council and residents in the project area. The City has [drafted proposed motions](#) for the City Council's consideration and staff are available this evening to answer any additional questions on this topic.

I recommend that the City Council move to endorse Approach #3 as outlined in the August 20, 2020 memorandum to move forward on the Sagamore Avenue Sewer Extension project. Motions 1A and 2A on the [proposed motion worksheet](#) would implement this approach. No additional motions would be required at this time.

7. **Construction License for 99 Hanover Street:**

On July 22, 2020, the Inspection Department issued an Encumbrance Permit (ENCM 20-50) to Republic Building Contractors, Inc., applicant on behalf of Portwalk Residential, LLC/Cathartes Private Investment to place a dumpster on [three parking spaces on Hanover Street](#) adjacent to property located at the corner of Portwalk Place and 99 Hanover Street, City Tax Map 125, Lot 023, for the purposes of renovating a restaurant. The encumbrance permit is set to expire on September 1, 2020.

Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. In addition, all licenses are subject to the "License Fee for Encumbrance of City Property" policy, which provides a fee of \$50 per encumbered parking space per day. Per the City policy, the fee for the temporary license is calculated at \$50 per

day for three parking spaces which equals \$150 a day for 94 days (September 2, 2020 through December 4, 2020) for a total license fee of \$14,100. The [proposed license agreement](#) provides that, if any of the parking spaces in the license area are returned to the City prior to the end of the License Term, the City will refund the applicant the portion of the license fee already paid to the City. All of the foregoing has been reviewed by the Planning and Legal Departments and is recommended for approval.

*I recommend that the City Council move to authorize the City Manager to execute and accept the temporary construction license for Portwalk Residential, LLC/Cathartes Private Investment as submitted.*

#### 8. **46-64 Maplewood Avenue Temporary Construction License Extension:**

On May 17, 2018, the Planning Board granted site plan review approval to Steve Kelm (30 Maplewood, LLC) for property located at 46-64 Maplewood Avenue to construct a five-story, mixed use building.

The Construction Mitigation and Management Plan (CMMP), signed in August 2018, identified temporary encumbrances of the public right-of-way for project-related work along Bridge Street, Deer Street, and Maplewood Avenue for different periods of time during the project's construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. In addition, the license are subject to the "License Fee for encumbrance of City Property" policy.

The License Areas are show on the [plan labeled "License Plan"](#) prepared for 30 Maplewood, LLC. License Area 1 is 630 square feet of the sidewalk area along the south side of Deer Street. License Area 2 is 322 square feet of the sidewalk area located at the corner of the intersection of Deer Street and Maplewood Avenue. License Area 3 is 1,140 square feet of the sidewalk area on the west side of Maplewood Avenue.

In November 2018, the City Council approved a temporary construction license for the project, which after two subsequent extensions, expires August 31, 2020 of this year. Mr. Kelm is requesting another extension through the end of November 2020.

Per the City policy, the total fee for the temporary license is calculated at \$0.05 per square foot per day for a total of 122 days which comes to a total license fee of \$12,761.20. The [proposed license agreement](#) provides that, if any of the license areas are returned to the City prior to the end of the License Term, the City will refund the applicant the portion of the license fee already paid to the City. All of the foregoing has been reviewed by the Planning and Legal Departments and is recommended for approval.

*I recommend that the City Council move to authorize the City Manager to enter into an extension of a license with 30 Maplewood, LLC, and to execute and accept the temporary construction license for 46-64 Maplewood Avenue as submitted.*

**9. Request to Waive Prescott Park Arts Festival Annual Consideration Fee:**

This item comes back for the City Council's consideration following an initial discussion among Council members at the meeting of August 3, 2020. Due to the unprecedented nature of the pandemic caused by COVID-19, the Prescott Park Arts Festival (PPAF) has cancelled its 2020 season. As a result, [PPAF is requesting that the City waive its annual consideration fee for the 2020 season](#). Schedule D of the [Prescott Park License Agreement between PPAF and the City](#) indicates that in the event of unforeseen circumstances, the City Manager is authorized to negotiate a lower figure for the affected year.

During the initial discussion on August 3, 2020, there was a question with regard to whether PPAF was current in its obligations under its license. PPAF will be current as of August 31, 2020.

The second question that arose during the Council meeting of August 3, 2020 related to the precedent that might be set if the PPAF waiver request were granted. The City has [leases, licenses and agreements with other non-profit entities and a list of those are set forth in the informational items section of the City Manager's report](#) (excluded from the lists are parking agreements, dock licenses and the like with individual residents or for-profit entities.) The majority of the leases do not call for annual payments, but do require maintenance and upkeep obligations, commitments to public use, and investments in capital projects.

Other than some adjustments that have been made to the obligations between the City and Save the Indoor Portsmouth Pool (SIPP) due to the closure of the indoor pool due because of the pandemic, no other entity (except for the Gundalow as referenced immediately below) has yet come forward to request adjustment to their obligations under any other lease or license. While there are some common terms among the leases and licenses, the City Council is well within its discretion to examine any request for waiver or adjustment of any fee or obligation on a case-by-case basis. The uses and commitments by the non-profits vary and some entities have had greater use of leased facilities than others during the pandemic.

*I recommend that the City Council move to waive the Prescott Park Arts Festival's annual consideration fee of \$20,424 for the Festival's 2020 season.*

**10. Request to Waive Gundalow Company Annual Consideration Fee:**

[The Gundalow Company is requesting a reduction in its annual consideration fee for the 2020 season due to the effects of COVID-19 on its regularly scheduled programming](#). This fee is required by the [Prescott Park License Agreement between the Gundalow Company and the City](#) for use of the Sheafe Dock and Sheafe Warehouse. As outlined in Schedule D of this agreement, in the event of unforeseen circumstances the City Manager is authorized to negotiate a lower figure for the affected year. The Gundalow made its initial payment due under the license agreement earlier this year, but is requesting waiver of the remaining amount due.

*I recommend that the City Council move to waive the remaining balance of the Gundalow Company's annual consideration fee in the amount of \$3,318 for the 2020 season.*

## *XVI. Consent Agenda:*

### **A. Projecting Sign License - 222 State Street:**

Permission is being sought to install a projecting sign at [222 State Street](#) that extends over the public right of way, as follows:

Sign dimensions: 32" x 32"

Sign area: 7.11 sq. ft.

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

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

### **B. Acceptance of Sidewalk and Drainage Easements for 95 Brewster Street:**

On April 30, 2020, the Planning Board approved an application to merge two lots and construct three dwelling units in two structures on property located at [95 Brewster Street](#) and 49 Sudbury Street.

As approved, the proposal required that the applicant provide an [easement for the City for the sidewalk](#) that is located on a portion of the property. In addition, the applicant must provide a [drainage easement](#) for the swale behind Unit 1 to drain onto public property.

All of the foregoing has been approved by the Planning Board and is recommended by the Planning and Legal Departments.

*I recommend that the City Council move to accept a sidewalk and drainage easements for 95 Brewster Street as presented.*

## *XVII. Presentations and Consideration of Written Communications and Petitions:*

### **A. Presentation by Health Officer Kim McNamara Regarding COVID-19 Update:**

City Health Officer, Kim McNamara, will provide a verbal update to City Councilors and the public on COVID-19.

**B. Update on the Portsmouth Citizen Response Task Force:**

I will be providing an update on the Portsmouth Citizen Response Task Force at this evening's meeting, along with Co-Chairs James Petersen and Mark Stebbins.

*XVIII. City Manager's Informational Items:*

1. **Report Back on Middle Street Bike Lanes as Requested at the August 18, 2020 Council meeting:**

Please find attached a [report back](#) on the Middle Street Bike Lanes as requested at the August 18, 2020 City Council meeting.

2. **Fleet Street Public Information Meeting:**

The City has hired Portsmouth-based firm Underwood Engineers to complete preliminary field work and design services for the Fleet Street Reconstruction project. This project is one of seven sewer separation projects required by the Supplemental Compliance Plan in the City's Consent Decree with the EPA.

As part of the public outreach effort, the City will be mailing the [attached letter](#) to owners of property on Fleet Street and within the larger study area, who are likely to be affected by work at their property. This letter:

- Provides a brief description of the project
- Notifies the property owner of the upcoming Public Project Meeting #1
- Encourages participation in the meeting
- Provides the address for the project web page (<https://www.cityofportsmouth.com/publicworks/fleet-street>)
- Requests appropriate contact information be provided for future project correspondence

The first public meeting will held remotely via Zoom on Wednesday, September 9, 2020 at 6:30 p.m. This meeting will present the project goals, summarize the engineering and field work process, and further discuss details of the project with stakeholders. A press release will be issued to advertise the meeting to the general public.

Following the public meeting, City staff and Underwood Engineers will begin coordinating field work with individual property owners. This work will include geotechnical borings, smoke testing, and plumbing inspections. Special considerations will be made to prevent field work from having further negative impacts on downtown businesses during the ongoing COVID-19 pandemic.



3. **Report Back on Lease Agreements and Licenses for Non-Profits:**

A list of the [City's lease agreements](#) and [licenses for non-profits](#), as referenced earlier in the City Manager's report, is attached for informational purposes.

4. **Report Back from Sewer and Water on Large Rain Events and Combined Sewer Overflows as Requested at the July 13, 2020 City Council meeting:**

Please [find attached a memorandum](#) on the large rainfall event that occurred on June 30, 2020 and combined sewer overflows.

5. **Report Back and Update on CARES Act Fund Allotment as Requested at the August 18, 2020 City Council meeting:**

A [report back on CARES Act Fund allotment is attached](#) for information as requested at the August 18, 2020 City Council meeting.

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF PORTSMOUTH  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL 93, LOCAL 1386  
REPRESENTING THE  
SCHOOL CAFETERIA EMPLOYEES

**WHEREAS**, the City of Portsmouth, New Hampshire (“City”) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1386 (“Union”) (collectively, “the Parties”) have agreed to an extension to the collective bargaining agreement to cover the period from July 1, 2020 through June 30, 2021 (“Agreement”);

**NOW THEREFORE**, the Parties mutually agree to the following;

1. Article 68 – Duration of Agreement is hereby modified as follows:

This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the budget submission date. Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date of February 2, advising that such party desires to revise or change terms and conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and/or revisions have been agreed upon.

2. Article 60 – Salary Schedule

Cost of Living Adjustments pursuant to Article 60 shall be effective as of July 1, 2020

3. All other provisions of the Collective Bargaining Agreement for the period July 1, 2017 through June 30, 2020 remain unchanged, and in full force and effect, unless otherwise altered by written agreement of the parties.

**AGREED** by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by:

\_\_\_\_\_  
Juliann Lehne  
Chapter Chairman  
AFSCME Local 1386

\_\_\_\_\_  
Stephen Zdravec  
Superintendent  
Portsmouth School Department

\_\_\_\_\_  
David Essensa  
President  
AFSCME Local 1386

\_\_\_\_\_  
Thomas M. Closson, Esq.  
Lead Negotiator  
City of Portsmouth

\_\_\_\_\_  
Ernest L. Castle  
Staff Representative  
AFSCME Council 93

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF PORTSMOUTH  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL 93, LOCAL 1386  
REPRESENTING THE  
SCHOOL CUSTODIAL EMPLOYEES

**WHEREAS**, the City of Portsmouth, New Hampshire (“City”) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1386 (“Union”) (collectively, “the Parties”) have agreed to an extension to the collective bargaining agreement to cover the period from July 1, 2020 through June 30, 2021 (“Agreement”);

**NOW THEREFORE**, the Parties mutually agree to the following;

1. Article 101 – Duration of Agreement is hereby modified as follows:

The School Board agrees to a one (1) year contract. This agreement shall be in full force and effective from July 1, 2020 through June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A: 3 :11.

A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A:3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

2. Article 95 – Wages / Time Frame

Cost of Living Adjustments pursuant to Article 95 shall be effective as of July 1, 2020

3. All other provisions of the Collective Bargaining Agreement for the period July 1, 2017 through June 30, 2020 remain unchanged, and in full force and effect, unless otherwise altered by written agreement of the parties.

**AGREED** by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by:

\_\_\_\_\_  
Tracy Rolfe  
Chapter Chairman  
AFSCME Local 1386

\_\_\_\_\_  
Stephen Zdravec  
Superintendent  
Portsmouth School Department

\_\_\_\_\_  
David Essensa  
President  
AFSCME Local 1386

\_\_\_\_\_  
Thomas M. Closson, Esq.  
Lead Negotiator  
City of Portsmouth

\_\_\_\_\_  
Ernest L. Castle  
Staff Representative  
AFSCME Council 93

**WORKING AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL DISTRICT  
PARAEDUCATORS**

**AND THE**

**PORTSMOUTH BOARD OF EDUCATION**

**JULY 1, 2020 THROUGH JUNE 30, 2021**

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This AGREEMENT made and entered into by the School District of School Administrative Unit No. 52, City of Portsmouth, and the Portsmouth School District Paraeducator Association, NEA/NH, hereinafter called the ASSOCIATION, do hereby reach agreement.

Whenever used in this agreement, the "employee" shall refer to the following: Paraeducator, Special Education, (including but not limited to paraeducator for the learning disabled and autistic students), Library, computer, and clerical guidance, per PELRB certification.

This AGREEMENT represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

**WITNESSETH**

Whereas, the Association establishes itself as the exclusive representative of the paraeducator employees of the Portsmouth School District who are on regular active duty for the District and enrolled on the District's payroll, now therefore, the parties hereto contract and agree with each other as a result of collective bargaining, as follows:

**ARTICLE 1  
RECOGNITION**

- 1.1 Whenever used in this AGREEMENT, the word employees shall refer only to a person(s) actively and regularly engaged in District work or enrolled on the regular payroll of the School District of the City of Portsmouth, New Hampshire.
- 1.2 The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH unit except the management or supervisory employees of the District.
- 1.3 A paraeducator is defined as any person hired for a position for which professional certification is not required. Paraeducator shall be paid according to the negotiated salary schedule for paraeducator. Paraeducator and professional staff shall work together to provide quality education to the students in the Portsmouth schools.
- 1.4 Whenever the Portsmouth School Board rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the

reasons listed below), these employees shall serve a probationary period and shall be classified as a new employee for benefits and seniority purposes.

A. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.

B. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.

C. Duty with the Armed Forces.

D. Reduction in Force.

The probationary period will be no less than seventy-five (75) student contact days. During this period the employee shall be granted leave in accordance with the contract in each of the following categories with permission of the immediate supervisor:

Professional Days  
Sick Days  
Bereavement Leave

All other contract provisions and benefits shall be granted to the employee upon completion of sixty (60) consecutive days.

Employees shall have no seniority rights during this period. All employees who have successfully completed the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time. Termination of employment during the probationary period or any extension thereof may not be challenged through the grievance procedure or the PELRB.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**2.1** The District agrees that the provisions of this AGREEMENT shall be applied to all employees without discrimination on account of race, color, religion, sex, sexual orientation, disability, age, marital status, Veteran status, national origin, physical handicap, or any status protected by federal or New Hampshire Law, or City of Portsmouth Ordinance, except where age or physical condition are bona fide qualifications for employment. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association

because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

**ARTICLE 3  
SCOPE AND SEVERABILITY**

**3.1** Should any article, section, or portion thereof, of this AGREEMENT be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

**ARTICLE 4  
ASSOCIATION RIGHTS**

**4.1 ASSOCIATION LEAVE**

When an employee is elected President of the Paraeducator Association and has work which involves being away from his/her work with the School Department, that employee or his or her designee shall at the written request of the Union be granted up to a maximum of two (2) work days per year for Association Leave.

**4.2 BARGAINING UNIT INFORMATION**

The Parties agree that the District shall provide the President of the Association the following information electronically in EXCEL format for each bargaining unit member bi-annually: (on or before September 15<sup>th</sup> and again on or before January 15<sup>th</sup> of each year)

Employee name, date of hire, position, work location, classification, salary schedule step, Full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state and zip code), home phone, stipends and work e-mail address.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2p, Family), the total cost of each plan and the

total amount each employee is responsible for monthly and annually for the plan the elected.

The Association agrees that the School District will be held harmless for providing the information outlined above.

#### **4.3 BULLETIN BOARDS**

The Association shall be provided its own bulletin board(s). Association bulletin boards shall be afforded space in teachers break rooms at each building. The Association and its representatives shall have the exclusive right to post notices of activities and matters of the Association concern on the Association bulletin boards at each location.

#### **4.4 COPY EQUIPMENT**

The District agrees to allow the use of its copying equipment to members of the Paraeducator Unit when the purpose is the provide notice to and information to its membership. This work will be performed during a time when the machines are not in use, when the employee is off duty and the materials will be supplied by the Association.

#### **4.5 DUES DEDUCTION**

The District agrees to deduct Association dues from all employees who are covered by this AGREEMENT, and to send said dues, along with a statement indicating who has paid these dues to the Association Treasurer. Before dues are deducted, the District shall require written authorization from the employees to do so- to be provided by the ASSOCIATION. The District shall notify the Association of the name and employment date of any new employee within 30 days of their employment. The District shall notify the Association within fifteen (15) days of any employee who leaves employment before the end of the school year.

### **ARTICLE 5 WORKERS' COMPENSATION**

**5.1** Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes.

**ARTICLE 6  
HEALTH AND SAFETY**

- 6.1** The District shall make regulations to ensure the safety and health of its employees during their working hours of employment.
- 6.2** The District will establish a "Study Committee" at the start of the 2020-2021 school year. Employees from each classification in the bargaining unit will have a seat on the committee. This committee will be charged with studying instances of student assault on staff within the district and will be responsible for producing recommendations to address instances of assault and protocol to reduce such instances. Recommendations will be provided prior to the start of the 2021-2022 school year.
- 6.3** The Parties agree that the safety of students and employees are of paramount importance in the school district. Therefore, all employees will receive all safety and security training which is provided to other employees in the District.
- 6.4.** The School Department and the Association agree to meet during the Unit's non-working hours to discuss issues of mutual concern. These meetings may be requested by either party to this AGREEMENT, with notice as to the issues to be discussed. Advance notice shall be given indicating the following by both the Association and the School Department, so that an AGENDA can be provided prior to the meeting; time, place and topic(s) to be discussed, the number of people and who will attend the meeting.

**ARTICLE 7  
INSURANCE**

**7.1 Liability**

The District shall save harmless all employees from financial liability arising out of any claim, suit, criminal prosecution or judgment against them because they are an employee of the Portsmouth School District or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

## 7.2 Medical Insurance

- A. For employees scheduled to work thirty (30) or more hours per week the District will pay ninety-five percent (95%) of the single or two person premium for SchoolCare's Yellow Plan with ChoiceFund.

The District will pay eighty (80%) of the Family plan; Effective July 1, 2019 the District will pay ninety-three percent (93%) of the single or two person premium for SchoolCare's Yellow Plan with ChoiceFund. The District will pay eighty percent (80%) of the family plan.

- B. For employees scheduled to work more than twenty-five (25) hours or more but less than thirty (30) hours per week:

Effective July 1, 2017 the District will pay eighty-five percent (85%) of the single plan for SchoolCare's Yellow Plan with Choicefund. Two person and Family plans are available at the same District dollar contributions as the single person plan.

- C. The Association agrees to participate in a City-wide committee to explore health insurance options.
- D. The District need not provide health insurance coverage if the employee is already covered under the health insurance plan provided by the Portsmouth School District or the City of Portsmouth. If an employee is found to have dual coverage, the employee must pay back to the District an amount equal to the premiums paid by the Board during this time.
- E. All employee contributions to the health insurance premiums and to dependent care coverage and other medical expenses allowable under law shall be by payroll deduction pursuant to the provisions of Section 125 of the Internal Revenue Code.
- F. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement, such plan would only become effective if ratified by the Association,

approved by the School Board and approved by the City Council.

**7.3 Eligibility for Medical insurance:** First of the month after date of hire.

**7.4 Dental**

The District shall pay one hundred percent (100%) of Cigna Dental Plan or an equivalent plan for individual coverage or 2 person coverage. This will apply to all employees scheduled to work for twenty-five (25) or more hours per week.

**7.5 Eligibility for Dental insurance:** First of the month after date of hire.

**7.6 Life Insurance**

The district shall provide one hundred percent (100%) of Term Life Insurance for each paraeducator working fifteen hours a week or more equal to three (3x) the annual salary of the paraeducator or a minimum of forty-five thousand dollars (\$45,000.00).

It is understood that employees age 70 and over will have this benefit reduced in accordance with the certificate schedule attached. This provision will not apply to those individuals listed in the Memorandum of Understanding which will be signed when this contract is executed and which is attached.

**7.7 Long Term Disability**

The Board will purchase income protection insurance for each paraeducator who has completed the probationary period and who works twenty-five (25) hours per week or more. This insurance will begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the paraeducator at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. This provision shall be effective 30 days after this contract is approved by the City Council.

**ARTICLE 8  
DISCIPLINARY PROCEDURES**

**8.1** All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken.

- 8.2 All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.
- 8.3 Disciplinary action shall normally follow this order:
- a. An oral warning
  - b. A written warning
  - c. Suspension without pay
  - d. Discharge
- 8.4 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.
- 8.5 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
- 8.6 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of written reprimand after period of two years from the date of the reprimand, providing there are no similar infractions committed during the intervening period.
- 8.7 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of suspension notices after a period of three years from the date of suspension, providing no similar infractions have been committed during the intervening period.
- 8.8 All employees shall have the right to review their records upon twenty-four (24) hours' notice to the personnel office.
- 8.9 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

- 9.1 A grievance for the purpose of this AGREEMENT is a complaint against the employer by an employee(s) or the Association with respect to the meaning and/or application of a provision(s) of this AGREEMENT.



9.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step.

9.3 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

**STEP I** Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. An Association representative may be present if requested. A decision shall be rendered the aggrieved in five (5) working days. This decision shall be in writing.

**STEP II** An unfavorable decision by the immediate supervisor may be appealed in writing to the Assistant Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Assistant Superintendent shall have five (5) working days to render a decision in writing.

**STEP III** An unfavorable decision by the Assistant Superintendent may be appealed in writing to the Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Superintendent shall have five (5) working days to render a decision in writing.

**STEP IV** If the grievance is not resolved to the grievant's satisfaction, he/she and the Association, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who

shall attach all related papers and forward the request to the BOARD. The BOARD shall review the grievance and hold a hearing within thirty (30) working days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

**STEP V** If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representatives of the department involved, Superintendent's Office, and School Board, and the Association will meet to determine if the grievance can be settled without arbitration.

**STEP VI** Should the decision of the Board of Education be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this AGREEMENT may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Association will notify the Board of Education in writing of its intention to appeal for arbitration within ten (10) working days of receiving the Board's decision.

- 9.4 Any step may be by-passed by mutual agreement or failure to respond.
- 9.5 Any party may appeal a decision of an arbitrator to the courts pursuant to RSA-542.
- 9.6 An arbitrator acting under the grievance procedure shall have no authority to alter, amend, change or modify any of the terms of this agreement.

**ARTICLE 10**  
**SICK LEAVE**

- 10.1 For paraeducators who have been employed in the District for three (3) or less years, sick leave without loss of pay or benefits shall be computed at the rate of ten (10) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 10.2 Effective July 1, 2009, after three (3) years in the Portsmouth School System, sick leave will be computed at the rate of eleven (11) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 10.3 Sick leave shall be used for self or when imperative, to care for an immediate member of the employee's family. Effective July 1, 2009 employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the Superintendent will consider circumstances that might warrant extension of full or partial sick pay.
- 10.4 In such cases where a full day is not needed for sick leave, only the hours used will be charged to the paraeducator.
- 10.5 Employees who have completed three years of service will be allowed to use up to ten (10) sick days before it is actually earned or accrued for use for the employee's illness or injury. It is understood that once additional leave is earned that it will be debited against any negative balances. Additionally, if an employee leaves the School Department with a negative balance, the employee will be responsible for reimbursing the School Department the cost of the negative balance.
- 10.6 The BOARD agrees to pay fifty five percent (55%) of all accumulated sick days in a cash payment at the per diem rate which the paraeducator last earned to any paraeducator who separates from the system with at least ten (10) years of service in the system. This percentage will be based on a maximum of ninety (90) days. The maximum number of sick days that may be accumulated will be one hundred and fifteen (115) days.
- 10.7 The parties agree that all paraeducator employees hired after July 1, 1996 shall not receive any payout for accumulated sick leave upon termination or retirement.

- 10.8 Whenever possible, prior notice of retirement will be given by February 1st of the year preceding the last work year for employees entitled to a payout.
- 10.9 The District agrees to notify each paraeducator in writing of accumulated sick leave days once a year during the month of September.
- 10.10 Beginning July 1, 1999, the parties agree that for the purpose of leave time accrual, utilization, accumulation and sick leave bank, leave time will be recorded in hours. Hours will mean the actual number of hours used or earned. Conversion from days to hours will be based on the number of hours per day reflected on the Intent to Employ on any given year.

**10.11 Sick Bank**

- A. A sick leave bank shall be established into which each employee may each year donate from one (1) to five (5) days from an employee's unused accumulated sick leave. Days will be donated between the first day of school and September 15<sup>th</sup>. When necessary, additional donations will be added midyear.
- B. The sick leave bank may accumulate to one thousand fifty (1050) hours.
- C. A Sick Bank Chairman shall be appointed from the membership. The District shall keep a record of the total number of days (hours) in the Sick Leave Bank.
- D. In the event that any member has used all his/her accumulated sick leave and has been out of work without pay for five consecutive work days because of extended or chronic illness, he/she shall apply to the Sick Bank Chairperson for additional days to be taken from the Bank.
- E. The Sick Bank Chairperson will forward the request to the District Business Manager for disbursement.
- F. Employees are not eligible to draw from the sick leave bank if the serious health condition is compensable under workers' compensation.

**ARTICLE 11  
PERSONAL DAYS**

- 11.1 Employees may take two (2) personal leave days for business which cannot be transacted any other time. Whenever possible, twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or

subsequent to any vacation period or school holiday or on election day or in the month of June unless upon approval from the Superintendent of Schools. An employee may take the equivalent hours rather than a full day.

- 11.2 Unused Personal Days will be credited toward the Accumulation Days (Ref. Article 11, 11.5).

**ARTICLE 12  
PROFESSIONAL DAYS**

- 12.1 Employees may be granted two (2) professional days at the discretion of their Building Principal. These days shall be used exclusively for the purpose of enrichment of the employee's job or position. These shall be paid days. Additional professional days may be granted with the approval of the Building Principal.
- 12.2 Professional days must be approved by the employee's immediate supervisor and/or program manager at least twenty-four (24) hours in advance.

**ARTICLE 13  
CHILD CARE/CHILD BIRTH LEAVE**

- 13.1 Upon application of the employee to the Superintendent of Schools, a child care leave of absence of up to one(1) years shall be granted to employees who have been employed at least one (1) year before said application. An employee on such leave, upon returning, shall be offered a similar category of employment, as indicated by the prior job description.
- 13.2 Employees shall be entitled to draw accumulated sick leave benefits during this period of disability surrounding childbirth.
- 13.3 All benefits to which an employee was entitled to at the time of the approved child care leave shall be restored to them upon returning to work.
- 13.4 Employees returning from childcare leave shall notify the employer by April 1 of the year for return to the school in the following September.

**ARTICLE 14  
LEAVE OF ABSENCE**

- 14.1 Upon approval of the Superintendent of Schools a Leave of Absence may be granted. The leave shall be without pay or other benefits. Leave may be granted for such reasons as

Personal, Illness, or Educational reasons and will not exceed two (2) years.

An extension of the above Leave of Absence may be granted if:

The employee has been continuously employed for more than three (3) years in the Portsmouth School System.

- 14.2 Any paraeducator returning from a Leave of Absence shall return only at the beginning of a school year, unless otherwise provided for.
- 14.3 While on Leave of Absence, the paraeducator will notify the School Department by April 1 of the leave year as to his/her intention of returning to work in September.
- 14.4 All requests, extensions or renewals shall be in writing and responded to in writing.
- 14.5 All benefits to which an employee was entitled at the time of the approved leave shall be restored to them upon returning to work.

**ARTICLE 15  
BEREAVEMENT**

- 15.1 Bereavement Leave will be granted as follows without loss of pay or benefits:

Not to exceed three (3) days:

- 1. brother-in-law
- 2. sister-in-law
- 3. grandparent
- 4. aunt or uncle
- 5. nieces or nephews
- 6. a blood relative or ward residing in the same household

Not to exceed five (5) days:

- 1. parents
- 2. sister
- 3. brother
- 4. parents-in-law

Not to exceed seven (7) days:

- 1. husband, wife or civil union partner
- 2. child

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The Superintendent shall have the discretion to set the number of day(s) allowed based on the circumstance.

15.2 Extensions may be granted by application to the Superintendent.

**ARTICLE 16  
HOLIDAYS**

Each paraeducator shall be entitled to nine (9) paid holidays as follows:

Thanksgiving  
Day After Thanksgiving  
Christmas  
New Years  
Martin Luther King Day  
Memorial Day  
Labor Day (effective 2014-15)  
Columbus Day  
Veterans' Day (effective 2014-15)

**ARTICLE 17  
LONGEVITY**

17.1 Longevity will be based on the following schedule for years of consecutive service to the School Department.

6 - 10 years	\$599
11 - 15 years	\$756
16 - 20 years	\$915
21 - 25 years	\$1,073
26 - 30 years	\$1,231
30+ years	\$1,276

The longevity payment will be incorporated into employees regular paychecks as part of their wages and will increase on July 1, of each year by the 10-year rolling COLA average, as described in Article 32.

- 17.2 Should an eligible employee, because of illness or unforeseen emergency need to terminate employment prior to the longevity benefit payment, this benefit shall be prorated on a monthly basis.

**ARTICLE 18**  
**SENIORITY**

- 18.1 An employee's seniority shall commence with the last date of hire and continue as long as he/she is employed by the Portsmouth School District in the bargaining unit.
- 18.2 An employee shall not forfeit seniority during absences caused by the following:
- a. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.
  - b. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.
  - c. Leave of Absence granted by the Superintendent of Schools.
- 18.3 Seniority shall be defined as continuous years of service within the bargaining unit counted from the last date of hire.
- 18.4 Seniority shall be a determining factor in all layoffs. It is the intent of the School District to continue the use of seniority as a determining factor in all layoffs.
- 18.5 If an employee is offered an opportunity for recall to a job which he or she has previously performed, and for the same number of hours and the employee refuses to accept the position, it shall result in the employee being dropped from the recall list.
- 18.6 Employees laid off shall be placed on a recall list for twenty-four (24) months after the date of the layoff. Employees shall be recalled based on seniority. If a certification is required for a job only an employee with the certification will be eligible for recall.



**ARTICLE 19  
JURY DUTY**

- 19.1 Employees serving on a jury shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred. When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.
- 19.2 Employees who are subpoenaed by the School District or City as a witness in civil or criminal court proceedings, shall be granted such leave. Employees shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department all reimbursements for such services, exclusive of what personal expenses are incurred (e.g. travel). When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

**ARTICLE 20  
JOB POSTINGS**

- 20.1 All unit vacancies, promotions and new jobs must be posted for six (6) working days in each school, so that all employees will have an opportunity to apply for these jobs.
- 20.2 Job postings shall include job specifications, range of pay, hours worked, and job location, and if the position is permanent or temporary.
- 20.3 The District shall provide space for bulletin boards for the posting of notices of the District addressed to the employees and notices of the Association addressed to the members.
- 20.4 During the summer months when schools are not in session, the unit vacancies shall be posted on the bulletin boards at Central Office and copies shall be sent to the President of the Paraeducator unit. The Union will provide the summer addresses of the President of the Paraeducator Unit.

**ARTICLE 21  
HOURS OF WORK**

- 21.1 It is agreed that the paraeducator shall, with notification to the Business Office by the end of the previous year, be paid on a biweekly basis for a total of twenty-two (22) or twenty-six (26) pay periods starting in September of their employment year.

Those employees who elect to be paid on a biweekly basis for a total of twenty-six (26) pay periods starting in September of their employment year shall be paid four (4) of their last five (5) checks on the same day as the teachers receive their final checks. The remaining check will be paid as soon as possible thereafter but not later than the last day in June.

- 21.2** The work year for paraeducator shall be at least 185 days or the same number of teacher/student contact days whichever is greater. It is understood that the paraeducator work year will include two days for pre-preparation before the student year begins, two days of in-service training, and one non-student contact day during the school year. It is further understood that holidays as cited in Article 18 are in addition to the regular work year.
- 21.3** All bargaining unit members shall be notified with "intent to employ" no later than the last school day of each year in compliance with RSA 189 14(h).

Paraeducators in state/federally funded positions (outside funding) shall be notified within twenty one (21) days of funding confirmations.

If budget problems cause a reduction in the number of staff, a two weeks' notice will be given.

#### **HOURS OF WORK AND OVERTIME**

- 21.4** Employees starting times, and hours to be worked are set up as deemed necessary by the Superintendent of Schools, building principals, or supervisors, according to the individual school and program needs.
- Hours to be worked shall be set forth on the individual work agreement issued to each employee as provided in Article 23.3 above.
- 21.5** Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 7 A.M. and 5 P.M.
- 21.6** Paraeducators who volunteer and are selected to attend camps, trips and other activities involving overnights shall be paid at the rate of \$10.00 per hour from 7 a.m. to 9 p.m. if they are on-duty and actively supervising or aiding students. Any overtime incurred as a result of these assignments shall be at one one-half this rate. For each overnight, paraeducators will receive a stipend of fifty

dollars (\$50.00). It is understood that such activities are voluntary and there will be no reprisals against any employee who declines such activities.

- 21.7 Except in the case of an emergency a paraeducators may not be required to replace a teacher as the person charged with the responsibility for a classroom of students.
- 21.8 Employees employed 35 hours or more during the 2008-09 school year and with eight (8) or more years of service as of September 1, 2008, shall not have their work week reduced to below 35 hours.
- 21.9 Employees will receive a 15-minute paid break each day.
- 21.10 Employees will receive an uninterrupted 30-minute lunch break each day. If the employee is required to be with a child during the lunch break, the lunch period will be paid.

**ARTICLE 22**  
**COLLEGE COURSE TUITION REIMBURSEMENT**

**22.1**

A. Each school year during this Agreement, the School District will budget and make available \$5,250 for college course tuition reimbursement. B. Employees who have been employed by the School District for at least one year may request approval for college course tuition reimbursement. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

B. On a "first come, first served" basis, and subject to the overall annual budget of \$5,250, the District will reimburse up to three credit hours per employee, capped at the in-state tuition rate currently charged by Granite State College.

C. Course reimbursement will be paid within four (4) to six (6) weeks upon proof of registration. If a paraeducator drops a course, he/she must notify Central Office immediately and must reimburse the district either through payroll deduction or cash payment within two (2) weeks of said notification. The Paraeducator must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade of B or better. If said grade is not obtained, the Paraeducator must reimburse the District either through payroll deduction or cash payment on a mutually-acceptable schedule.

## **22.2 Workshop Payment**

A. Each school year during this Agreement, the School District will budget and make available \$6,750 for professional workshops.

B. Employees may request approval for payment for professional workshops. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

C. Payments will be on a "first come, first served" basis, and subject to the overall annual budget of \$6,750. The District will pay up to \$300 per workshop, per paraeducator.

D. The District will make every effort to pay for the workshops prior to the employee's attendance. Employees will be required to reimburse the district for workshops that are paid for, but not attended.

E. Money left in the Workshop Payment account at the end of the year will be used to reimburse employees who have taken approved college courses which were not funded.

## **ARTICLE 23 CATEGORIES OF EMPLOYMENT**

**23.1** The District agrees that if new categories of employment are added to the bargaining unit, the wages and working conditions will be the same as the provisions of this AGREEMENT.

## **ARTICLE 24 DURATION OF AGREEMENT**

**24.1** This AGREEMENT shall be in full force and effect from July 1, 2020 to and including June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the AGREEMENT is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A; 3:11A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this AGREEMENT but also desire to negotiate changes or revisions in this AGREEMENT, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A; 3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such AGREEMENT and specifies the articles to be renegotiated.

The AGREEMENT shall remain in full force and effect until such changes and revisions have been agreed upon.

**ARTICLE 25  
RESIGNATIONS**

**25.1** Because of prorated pay, a written resignation must be received by the immediate supervisor a minimum of two (2) weeks prior to the effective date of resignation. Employees who work through the end of the school year and provide notice of resignation prior to June 30 shall be continued on the District's health insurance plan in July and August upon advance payment of premium co-pay.

**ARTICLE 26  
STEPS**

**26.1** Salary steps shall equal years of service. When hiring paraeducator the District may give up to five (5) years of credit on the salary schedule for experience as a teacher or comparable educational professional.

**ARTICLE 27  
COPIES OF AGREEMENT**

**27.1** All paraeducator employees shall be provided with a copy of this working AGREEMENT. Project Managers shall provide each new employee with a schedule of hours of work and their job description.

**ARTICLE 28  
MILITARY LEAVE**

**28.1** An employee called to serve a training tour of duty or for emergency (flood, hurricanes, riots, etc. or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. This shall be limited to eleven (11) work days per school year.

**ARTICLE 29  
WAGES**

COLA Adjustment

Effective July 1, 2020 through June 30, 2021 an annual COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average of the annual increase in the CPI-U for the Boston-Cambridge-Newton-MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November. It is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the ten (10)-year average CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.*

The wage scales for Paraeducators shall be:

July 1, 2020	
Step	Rate
1	\$14.77
2	\$15.59
3	\$16.45
4	\$17.36
5	\$18.32
6	\$21.51

The wage scales for Interpreters/Tutors shall be:

July 1, 2020	
Step	Rate
1	\$23.01
2	\$24.45
3	\$25.80
4	\$28.58

Applicability After Contract Expires: It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2021 that no further COLA adjustments after July 1, 2020 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2021.

Should there be a difficulty in hiring ,the Board may, after consultation with the Association, eliminate the first step of the paraeducator pay scale. This may only occur once and should it occur, this language will become null and void. Should there

be any employees on the first step of the paraeducator pay scale if/when the step is eliminated, those employees would immediately be moved up to the new first step.

**ARTICLE 30  
EVALUATIONS**

**30.1.** The parties recognize the importance of a procedure for evaluating the performance of both newly employed and experienced paraeducators for the purpose of identifying individual strengths, weaknesses and for improving the level of instruction in the school district.

**30.2.** The District shall provide copies of any evaluation forms and/or associated documentation at the beginning of the school year. The District shall also communicate to the employees the process for evaluations. If the evaluation process needs revision, input from the association will be sought and considered. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association President.

**30.3.** Evaluations will be done by the employee's Building Administrator in conjunction with the employee's immediate supervisor. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the job. Prior to May 15<sup>th</sup> each employee shall receive a written copy of his/her annual evaluation. A conference between the immediate supervisor and/or Building Administrator and the employee will be held to discuss the evaluation.

**30.4.** No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation; however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to the evaluation.

**30.5.** If a paraeducator is found in need of improvement and the District determines that training will improve proficiency, the District will provide opportunities for training to enhance proficiency.

**SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

For the Portsmouth  
School District

For the Portsmouth  
Paraeducators'  
Association NEA/NH

\_\_\_\_\_  
\_\_\_\_\_  
Chairman, School Board

President, Association's  
Negotiating Committee

\_\_\_\_\_  
\_\_\_\_\_  
Superintendent of Schools

City Negotiator \_\_\_\_\_





MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF PORTSMOUTH  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL 93, LOCAL 1386  
REPRESENTING THE  
PORTSMOUTH CITY EMPLOYEES – UNIT B

**WHEREAS**, the City of Portsmouth, New Hampshire (“City”) and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1386 (“Union”) (collectively, “the Parties”) have agreed to an extension to the collective bargaining agreement to cover the period from July 1, 2020 through June 30, 2021 (“Agreement”);

**NOW THEREFORE**, the Parties mutually agree to the following;

1. Article 33 – Amendment is hereby modified as follows:
  - 33.1 The signing of this Agreement by the authorized representatives of the Union and the City shall constitute the effective date of this Agreement. No cost item will be retroactive unless specifically described as such and approved as a retroactive cost by the City Council.
  - 33.2 This Agreement will remain in effect from July 1, 2020 until June 30, 2021.
  - 33.3 Should neither party to this Agreement initiate negotiations as required by State Law, this Agreement shall be considered to have been automatically renewed for another year.
  - 33.4 In no case shall a termination notice be sent less than thirty (30) days prior to the notice day for intent to bargain as set forth by State Law. Such notice shall be in writing.
  - 33.5 To promote peace and harmony, meetings between the Union and the City shall be conducted in accordance with New Hampshire RSA 273-A.

2. Article 7 – Wages

Cost of Living Adjustments pursuant to Article 7 shall be effective as of July 1, 2020

3. All other provisions of the Collective Bargaining Agreement for the period July 1, 2017 through June 30, 2020 remain unchanged, and in full force and effect, unless otherwise altered by written agreement of the parties.

**AGREED** by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by:

\_\_\_\_\_  
Cathy Okhuysen  
Chapter Chairman  
AFSCME Local 1386

\_\_\_\_\_  
Karen Conard  
City Manager  
City of Portsmouth

\_\_\_\_\_  
David Essensa  
President  
AFSCME Local 1386

\_\_\_\_\_  
Thomas M. Closson, Esq.  
Lead Negotiator  
City of Portsmouth

\_\_\_\_\_  
Ernest L. Castle  
Staff Representative  
AFSCME Council 93

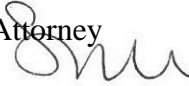
City of  
Portsmouth  
*Department of Public Works*



**MEMORANDUM**

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TO: Karen Conard, City Manager

FROM: Suzanne Woodland, Deputy City Attorney  
Terry Desmarais, City Engineer 

DATE: August 20, 2020

SUBJECT: Approach to Project Implementation  
Sagamore Avenue Area Sewer Extension Project

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This memorandum has been prepared for distribution to the City Council to provide information and context in advance of the meeting on August 31, 2020. The City Council must make certain decisions to allow City staff and consultants to move forward with the permitting and design process in the fall of 2020 which will position the City for bidding this winter (when bidding is most favorable) and help to avoid additional delays in Consent Decree milestones for this project.

**Response to Questions and Requests**

The City has conducted recent meetings including a project summary for the City Council on July 13, 2020, a work session with the City Council on July 28, 2020 and a public meeting on August 11, 2020. During the course of these meetings, it was requested that City staff provide more information related to the costs for individual property owners. Those costs are described in Attachment A and include a brochure to be sent to homeowners. In addition, City staff was asked to set forth its reasons for not supporting the installation of Busse Membrane Filtration units at each property. Those reasons are described in Attachment B.

Residents requested that the Environment One (E/One) grinder pump manufacturer/vendor be available for a meeting with the residents to answer questions. The City has coordinated with the vendor, FR Mahoney and Associates, and have scheduled a meeting for August 26, 2020 at 6:30 p.m. via Zoom for this purpose. Following a brief presentation on the system, the vendor and City Staff will be available for questions.

A City Councilor asked about the revenues that might be generated from the new connections. If all customers connected upon completion of construction, revenues might be in the range of \$82,000 annually based on current rates and water usage from properties currently served in the project area.

## **Approaches for Moving Forward**

Moving forward will require the City Council to decide on an approach that will inform the project limits and cost apportionment. Regardless of the selected approach, it is important to keep in mind the following three points:

- (1) No one will be required to tie-in until their existing septic system is in failure, consequently, no property owner is being obligated to spend money ahead of need;
- (2) When a septic system fails, a property owner will be required to tie-in, but if the cost to tie-in is less than the cost of a new septic system, the property owner and the environment will benefit from the ability to connect to sewer (one can safely assume that most new septic systems in the area are likely to cost at least \$20,000 to replace); and
- (3) The application of the December 2019 Cost Proposal to commercial properties can be adjusted to make sure no greater value is received compared to residential property owners.

### **Approach 1**

Full Project Limits Approach: Install public sewer mains to the full project limits (91 connections), commit to the November 2019 Cost Proposal governing the work on private properties and appropriate additional funds necessary to cover all the work.

### **Approach 2**

Alternative Project Limits Approach: Install public sewer mains to the reduced project limits (57 connections) and commit to the November 2019 Cost Proposal. Assuming bids are in accordance with estimates, no additional appropriation of funds would be required for this alternative. This option excludes 34 properties from having a sewer option, and a number have expressed disappointment about this approach.

During the dialogue at the meetings in July and August, it appeared the Alternative Project Limits, while attractive from a cost standpoint, was concerning because it excluded certain parties interested in the project. As discussed, any changes to the November 2019 Cost Proposal will drive the costs up or down depending on the allocation of financial responsibility for the private property work. The preference appeared to be to leave the Cost Proposal as is. Further, it was a concern to the City Council that the exact number of properties that might connect at construction could not be determined through the questionnaire results and there was interest in determining a more accurate cost for the private property owner for their portion of the work. Following the meeting and consideration of these points and concerns, another approach has been envisioned to meet these collective objectives.

### **Approach 3**

Full Project Limits Base Bid and Bid Alternate Approach: Design and permitting would move forward to include the full project limits (91 connections) and all private property work. This would include a design at each private property interested in connecting at the time of

construction. The construction base bid would be to install public sewer mains to the full project limits in the “right-of-way.” The base bid cost estimate at \$4.19M is less than the current funding authorization of \$4.4M. The base bid could be awarded without delay and work in the roadway started. The construction bid alternate costs would include all the private property work to be constructed under the project. This is currently estimated at \$21,000 per connection, including the pump and connection to the house (sewer enterprise fund) and sewer lateral from the grinder pump to the right-of-way (private property owner cost). With bid prices from a contractor, the City could then accurately determine the cost at each property.

With bid alternates in hand, the City Council could:

- (a) Retain the November 2019 cost sharing proposal, obtain final confirmation from property owners of intent to connect, and authorize the funding necessary to complete the private side work as envisioned in Approach 1 but with costs more defined; or
- (b) Adjust the Cost Proposal in a manner that does not require more municipal funding, keeping in mind that the Consent Decree does not require the City to pay for the private side work and that no one is required to connect while they have a functioning system; or
- (c) Fund the private side work over time by setting up a means of identifying and funding first those properties most in need of septic replacement and appropriating more funds at a later date for the balance of properties.

The City and its residents have been discussing the Sagamore Area Sewer extension project since September 2019. While the limits and cost apportionment have been changing, the need for the project remains clear. This project will provide an outlet for existing failed septic systems in an area that has shallow ledge, poor soils and is adjacent to an impaired water body. Converting the septic systems to sewer through the use of grinder pumps has been recommended by the City’s engineering consultant, and is an approach that has been widely used and implemented in New England and in Portsmouth for areas with similar conditions. The existing installation of low pressure sewer systems in the City have been without complaints and City staff have no reason to believe this will be an operation and maintenance burden to the resident. Sending the wastewater to the Peirce Island Wastewater Treatment Facility (WWTF) will result in a higher level of treatment than any on-site option. That being said, there is no obligation to a property owner with a functioning septic system to connect at the time of construction. Given all these facts, City staff recommend moving forward with Approach 3: the Full Project Limits Base Bid and Bid Alternate Approach. This approach will keep the project moving, maximize the limits of the sewer extension, provide accuracy on the costs to the private property owner, and allow the City Council accuracy on the additional bond authorization once actual prices have been obtained. Approach 3 is consistent with the City’s obligations under its Consent Decree and only the construction and completion milestones would have to be adjusted to reflect the later start to the project. Regulatory support for adjusted milestones can reasonably be expected in light of the challenges caused by the Covid-19 pandemic.

**ATTACHMENT A****Further Explanation Regarding Costs For The Private Property Owner:**

Assuming the November 2019 Cost Proposal is adopted by the City Council, the private property owner would be required to pay for the cost of their sewer lateral pipe (1 ¼" diameter pipe, 4-feet deep) from the edge of the roadway to the location where the E/One grinder pump is installed. It is estimated that this will cost \$6,600 for the average house, but could range higher or lower depending on yard features (such as a retaining wall, irrigation, or trees) and subsurface conditions (such as the existence of ledge). The attached brochure, which will be distributed to residents, demonstrates how the cost of the service might change given different conditions. We anticipate that the average cost per linear foot will range from \$116 per linear foot to \$187 per linear foot.

Residential property owners will be offered a 10-year, 0% interested loan to cover private sewer lateral costs. This loan would be documented with a promissory note and secured by a mortgage. Should a homeowner take advantage of this offer and the cost was \$6,600, this would result in a monthly payment of \$55.

The City cannot determine the final cost for each property until the design is completed and bids are received from a contractor. It is recommended the City Council move forward with the Full Project Limits Base Bid and Bid Alternate Approach so that these costs can be accurately provided after pricing is received by a contractor. This will require City Staff and engineers to work closely with each property owner to define the layout during design and permitting.

**ATTACHMENT B****Innovative/Alternative System Not Recommended For this Project**

A resident has asked the City to consider a Busse Membrane Filtration (MF) system in lieu of the sewer extension. The MF system is intended to enhance septage treatment before it is discharged through the existing leaching field. The benefits include improved water quality over the existing septic system water quality and potentially less overall project cost. The MF system is in effect a wastewater treatment facility in each home, requiring space either inside the basement of a home or in an accessory structure to site the treatment equipment. While the MF system may have appropriate applications in other parts of the City and region, staff does not recommend it for this project as an alternative to sewer line extension. The reasons are bulleted below.

- The MF system would be a greater impact on residential property owners than connection to a sewer main through a lateral and E/One pump. As described above, the MF system is in effect a small wastewater treatment facility. There are a number of properties in the project area that likely could not accommodate this equipment in an existing basement (or would not desire to accommodate this system in a finished basement). The alternative to placement in the basement would be a heated, powered out-building that meets code and property setback requirements. Depending on the location of the treatment system, there may be a need to pump to or from the system.
- Because the system is a miniature wastewater treatment system which concentrates wastewater in order to perform treatment, any malfunction resulting in potential overflow could result in a discharge inside a house. Malfunctions may require the equipment vendor for resolution and it is unknown how quickly they could respond.
- This type of system is complex in its mechanic and electrical components. The proposed E/One grinder pump is a mechanically simple system with a proven track record, including in the City of Portsmouth.
- While initial cost estimates have been provided by the equipment vendor, the needs of the MF system including housing, power, clearance, and other specifics have not been studied for each property and would likely significantly increase the cost of installation. The ownership and operation and maintenance logistics have not been discussed or determined.
- The City's sewer use ordinance, operating budget and fee structure is not currently structured in favor of installation and ongoing maintenance obligations for equipment on private property.
- The level of treatment in the MF system is less than what will occur at the Peirce Island WWTF. Sending wastewater to the WWTF will result in cleaner water discharged to the Great Bay Estuary.
- This alternative system is not consistent with past practice and the sewer enterprise fund model. The City has not previously expended capital funds for work on private property in this fashion. In general, covering the cost of any work on private property is uncommon for public utilities. Proposing to install the E/One grinder pump on private property is unique for Portsmouth because the project is Consent Decree driven. If the cost of work on private property is covered by the sewer enterprise fund, it should only be for connection to municipal infrastructure.



- This project was originally intended to be a sewer system extension. See the Consent Decree Second Modification. Sewer systems are commonly extended in order to convert septic tank discharges when addressing bacteria and other water quality impacts (such as nutrients like nitrogen and phosphorous) near impaired water bodies. This project will address already failed septic system and some properties already using holding tanks to manage waste. Replacement septic systems in this area get complicated due to newer septic regulations requiring separation between the seasonal high ground water table and/or ledge to the bottom of the septic effluent bed. This commonly results in raised septic systems that require a pump in order to discharge and impact property esthetics. Some recent septic system designs for properties adjacent to Sagamore Creek have required aeration of the septic tank resulting in additional costs and operation and maintenance.

## **Proposed Motions for Advancing the Sagamore Avenue Area Sewer Extension Project**

### 1. Project Scope

A. Move to authorize the final permitting, design and bidding necessary to install public sewer mains and private components to the full project limits (91 connections).

**Or**

B. Move to authorize the final permitting, design and bidding necessary to install public sewer mains and private components to the reduced project limits (57 connections).

### 2. Bidding

A. Move to direct that the bid document be structured so as to allow for the base bid to include the installation of all the public sewer mains and the bid alternates to consist of all the private property work.

**Or**

B. Move to direct that the bid document be structured so that the base bid will include all public sewer mains and all private property work. (If 1A and 2B then additional funding required prior to bidding).

### 3. Cost Apportionment Proposal

Move to commit to the November 2019 Cost Proposal governing the apportionment of cost and the work on private properties.

**Or**

Delay this decision until bids are in hand and evaluate funding strategies with more information.

### 4. Additional Funding Authorization

Move to request that the City Manager bring forward a recommendation with regard to identifying and appropriating additional funds necessary to cover the estimated cost of the work

**Or**

Delay this decision until bids are in hand.

**LICENSE AGREEMENT**  
**PORTWALK RESIDENTIAL, LLC c/o CATHARTES PRIVATE INVESTMENT**

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 Portwalk Residential, LLC c/o Cathartes Private Investment (hereinafter "Licensee" or "Owner") with a principal place of business at 100 Summer Street, Suite 1600, Boston, MA 02110, 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 99 Hanover Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0125, Lot 0023 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5178, Page 0918.

The City authorizes Licensee to temporarily use three parking spaces which abut the Subject Property located on 99 Hanover Street as depicted and described in the attached Encumbrance Plan as Exhibit A. This is the Licensed Area.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's renovations of a restaurant located 99 Hanover Street.
3. **Term:** The license for the License Area shall be for 94 days beginning September 2, 2020 and ending December 4, 2020. The Licensee may make application to the City Manager for one extension of this term without further City Council approval. A second extension shall be approved by the City Council. Owner shall be responsible for applicable license fees associated with any extension of the term.

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

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

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The 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 provides that the Owner will be charged a daily fee for each metered parking space and square foot of sidewalk encumbered by this License as determined by the fee schedule of \$50 per parking space per day and a daily fee of \$0.05 per square foot of encumbered sidewalk.

The License Area includes three parking spaces along Hanover Street which abut the subject property at 99 Hanover Street.

The License fee for the three parking spaces along Hanover Street is \$50 a day and the daily fee for the three parking spaces is \$150. The daily fee of \$150 for 94 days equals \$14,100.

The License Fee for the three parking spaces is **\$14,100.**

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 the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the 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. The City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The

Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**City of Portsmouth**

By: \_\_\_\_\_  
Karen Conard  
City Manager

Pursuant to vote of the City Council  
Of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Portwalk Residential, LLC/Cathartes  
Private Investment

H/Ferrini/license/99hanover



**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 122 days, commencing September 1, 2020 and concluding on December 31, 2020.
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 \$0.05 per square foot per day for use of City property. The total square footage of License Areas 1, 2 and 3 total 2,092 as shown on Exhibit A.

The total License Fees for the License Term of the 122 days for the three License Areas is **\$12,761.20**.

The total License Fee shall be paid to the City in advance of the commencement this Agreement.

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 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 and the City will be named as an additional insured.

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 Construction Mitigation and Management Plan (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 \_\_\_\_\_, 2020

**City of Portsmouth**

By: \_\_\_\_\_  
Karen Conard  
City Manager

Pursuant to vote of the City Council  
of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Licensee**

By: \_\_\_\_\_

Stephen Kelm  
Manager  
30 Maplewood LLC.



**AMBIT ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 200 Griffin Road - Unit 3  
 Portsmouth, N.H. 03801-7114  
 Tel (603) 436-9282  
 Fax (603) 436-2315

**NOTES:**

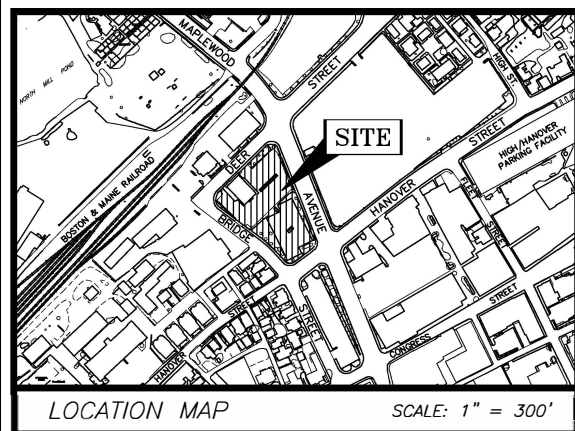
- 1) PARCELS ARE SHOWN ON THE CITY OF PORTSMOUTH ASSESSORS MAP 125 AS LOTS 2 & 2A.
- 2) OWNERS OF RECORD:  
 125/2:  
 30 MAPLEWOOD AVENUE  
 CONDOMINIUM ASSOCIATION  
 36 MAPLEWOOD AVENUE  
 PORTSMOUTH, N.H. 03801  
 5099/2424  
 PLAN D-38936  
 DECLARATION: BK 5636, BK 1930  
 FIRST AMENDMENT: BK 5647, PG 1038  
 SECOND AMENDMENT: BK 5688, PG 2226  
 THIRD AMENDMENT: BK 5783 PG 2443  
 FOURTH AMENDMENT: BK 5807, PG 2635  
 FIFTH AMENDMENT: BK 5835/ PG 1026  
 125/2A  
 30 MAPLEWOOD LLC  
 36 MAPLEWOOD AVENUE  
 PORTSMOUTH, N.H. 03801  
 5835/1026
- 3) PARCEL IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON FIRM PANEL 33015C0259E, MAY 17, 2005.
- 4) EXISTING LOT AREAS:  

LOT 1	LOT 2
34,887 S.F.	21,798 S.F.
0.8009 AC.	0.5004 AC.
- 5) PARCELS ARE CURRENTLY LOCATED IN THE CHARACTER DISTRICT 4-L, HISTORIC DISTRICT, AND DOWNTOWN OVERLAY DISTRICT.
- 6) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF PROPOSED LICENSES.
- 7) LOT 2A HAS A DEEDED RIGHT TO USE THE DUMPSTER ON LOT 2. SEE RCRD 5835/1026
- 8) EXCESS SNOW SHALL BE REMOVED FROM THE SITE AND DISPOSED OF OFF SITE. SNOW SHALL NOT BE DISPOSED OF OR STORED ON CITY PROPERTY.

NO.	DESCRIPTION	DATE
3	DRAIN PIPES IN R-O-W	3/6/18
2	SNOW REMOVAL NOTE, VFM EASEMENT	2/6/18
1	ADDED HATCHING	1/12/18
0	ISSUED FOR COMMENT	12/19/17

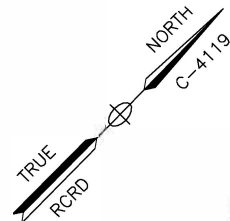
REVISIONS

**LICENSE PLAN**  
**TAX MAP 125-LOTS 2 & 2A**  
**(SUBDIVISION LOTS 1 & 2)**  
 OWNER:  
**30 MAPLEWOOD, LLC**  
 30-64 MAPLEWOOD AVENUE  
 CITY OF PORTSMOUTH  
 COUNTY OF ROCKINGHAM  
 STATE OF NEW HAMPSHIRE



**LEGEND:**

- LCA LIMITED COMMON AREA
- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- RCRD ROCKINGHAM COUNTY
- REGISTRY OF DEEDS
- RAILROAD SPIKE
- RR SPK RAILROAD SPIKE
- MAP 11/LOT 21
- IR FND IRON ROD FOUND
- IP FND IRON PIPE FOUND
- IR SET IRON ROD SET
- RR SPK SET RAILROAD SPIKE SET
- DH FND DRILL HOLE FOUND
- DH SET DRILL HOLE SET
- BND w/DH BOUND WITH DRILL HOLE
- ST BND w/DH STONE BOUND WITH DRILL HOLE
- 1 | A REFERENCE TO FIFTH AMENDMENT TO BE RECORDED (HEREWITH)
- 10 PARKING COUNT (10)



**ABUTTERS LIST:**

125 1  
 N/F PARADE OFFICE c/o  
 CATHARTES PRIVATE INVESTMENTS  
 262 WASHINGTON STREET, SUITE 302  
 BOSTON, MA 02108  
 3756 / 2701

125 3  
 N/F EMERSON HOVEY POST 168  
 VFW  
 238 DEER STREET  
 PORTSMOUTH, N.H. 03801

125 4  
 N/F SHIANG TA CHEN & JUNE LI  
 60 NORTON ROAD  
 QUINCY, MA 02189  
 3280 / 0645

125 5  
 N/F CINDY LEE CARROLL  
 391 MILLER AVENUE  
 PORTSMOUTH, N.H. 03801  
 3103 / 0287

125 6  
 N/F G AND N REALTY, LLC  
 30074 VILLAGE PARK DRIVE  
 CHAPEL HILL, NC 27517  
 3957 / 2586

125 16  
 N/F JOHN GRAY REVOC. TRUST  
 BRADFORD A GRAY REVOC. TRUST  
 7 PATRIOTS WAY  
 RYE, N.H. 03870  
 3895 / 0643

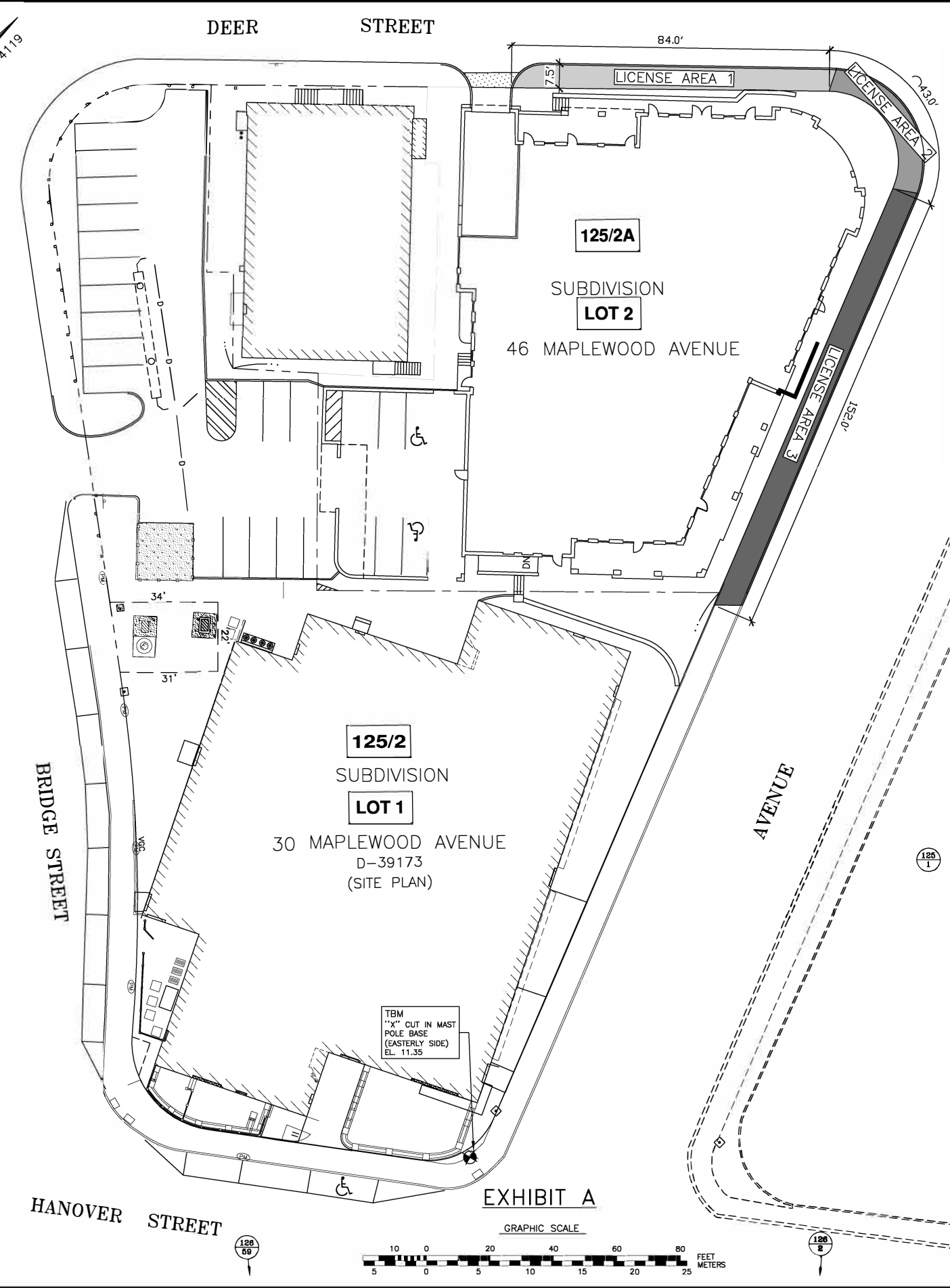
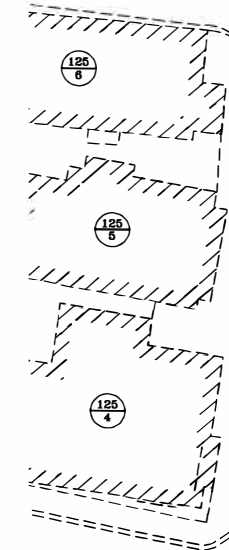
125 17  
 N/F DEER STREET ASSOCIATES  
 P. O. BOX 100  
 YORK HARBOR, ME 03911

125 2  
 N/F SHAINES AND McEACHERN CO  
 (PORTSMOUTH) LLC  
 282 CORPORATE DRIVE  
 PORTSMOUTH, N.H. 03801  
 4496 / 0556

125 4  
 N/F STEPHEN & CHRISTINE MAYEUX  
 64 BRIDGE STREET  
 PORTSMOUTH, N.H. 03801  
 2869 / 0647

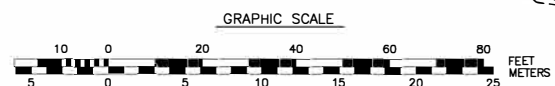
125 56  
 N/F CITY OF PORTSMOUTH  
 P. O. BOX 628  
 PORTSMOUTH, N.H. 03802  
 2166 / 0388  
 #D-4125

OF HYDRANT FLANGE BOLT



APPROVED BY THE PORTSMOUTH PLANNING BOARD

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_





Prescott Park Arts Festival  
P.O. Box 4370  
Portsmouth, NH 03802  
603.436.2848

CM Action Item #9

*Board of Directors*

John Tabor  
**Chair**

Elisabeth Robinson  
**Vice Chair**

Ken Bellevue  
**Treasurer**

Joel Harris  
**Secretary**

July 6, 2020

Karen Conard  
City Manager  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Ms. Conard,

John Bohenko  
Richard Burbine  
Tim Coughlin  
Stephanie Driscoll  
Jameson S. French  
Tyler Goodwin  
Mike Harrison  
Amanda McSharry  
Mariah Morgan  
Dan Plummer  
Chris Poulin

Per our conversation on Thursday, July 2<sup>nd</sup>, 2020, Prescott Park Arts Festival (PPAF) kindly requests that the city waive PPAF's annual consideration paid to the city in the amount of \$20,000.

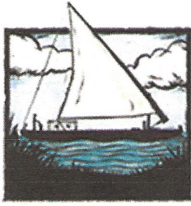
Due to the exigent circumstances caused by COVID-19, PPAF made the incredibly difficult decision to cancel its entire 2020 season. The Board and staff made this choice for the safety of the public. However, the financial impact on the organization will be profound. While we may provide some public programming, it will be limited and low impact.

Thank you in advance for your consideration of this request. Please feel free to contact us with any questions or comments.

Sincerely,

Courtney Perkins  
Executive Director  
Prescott Park Arts Festival

John Tabor  
Board Chair  
Prescott Park Arts Festival



# Gundalow COMPANY

Protecting the Piscataqua region's  
maritime heritage and environment  
through education and action

## Board of Directors

Janet Dinan  
Peter Driscoll  
Jill Farrell  
Brendan Flavin  
Barbara Hughes  
John Lamson  
Dana Mills  
Catharine Newick  
Joan Rice  
Jeanne Rosadina  
George Samuels  
Brenda Schwechheimer  
Ron Trahan

## Staff

Rich Clyborne  
*Executive Director*

Donata Luz  
*Development Coordinator*

Gretchen Carlson  
*Program Manager*

Matt Glenn  
*Captain*

Andy Goodell  
*Operations Manager*

Michele Lechner  
*Accountant*

[www.gundalow.org](http://www.gundalow.org)

[info@gundalow.org](mailto:info@gundalow.org)  
603.433.9505  
60 Marcy Street  
Portsmouth, NH 03801

July 22, 2020

Karen Conard  
City Manager  
1 Junkins Ave  
Portsmouth, NH 03801

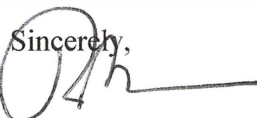
Dear Karen,

I am writing this letter seeking consideration for a reduction in the licensing fee required by the agreement between the Gundalow Company and the City of Portsmouth for the use of the gundalow dock, the area at the top of the gangway to the dock and Sheafe Warehouse at Prescott Park for the year 2020.

Because of the Stay-At-Home order issued by Governor Sununu that remained in effect until June 1<sup>st</sup>, we were unable to conduct our regular school programs on the gundalow *Piscataqua* in May and June. These programs would have involved weekday sails on the gundalow and shore-based activities in Sheafe Warehouse. In addition to the cancellation of school programs, we also had to postpone the start of our public sailing season from Friday, 22 May until Wednesday, 01 July.

The cancellation of the school programs and the postponement of the start of our sailing season were tied directly to the Stay-At-Home order and had a significant impact on our ability to generate revenue during the months of May and June. Since our active use of the dock and Sheafe Warehouse is normally a six-month period between May and October (dock) and May-June and September-October (Sheafe Warehouse), we are asking consideration for a 33% reduction in our licensing fee for 2020. We have already paid the first half of our fee for 2020 (\$3,319).

Thank you in advance for your consideration in this matter.

Sincerely,  


Rich Clyborne  
Executive Director

---

# M E M O R A N D U M

---

**TO:** Karen Conard, City Manager

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

**DATE:** August 5, 2020

**RE:** City Council Referral – Projecting Sign  
Address: 222 State Street  
Business Name: The Hub Smoke and Vape  
Business Owner: Samuel Habib

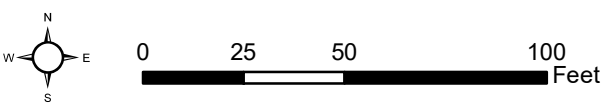
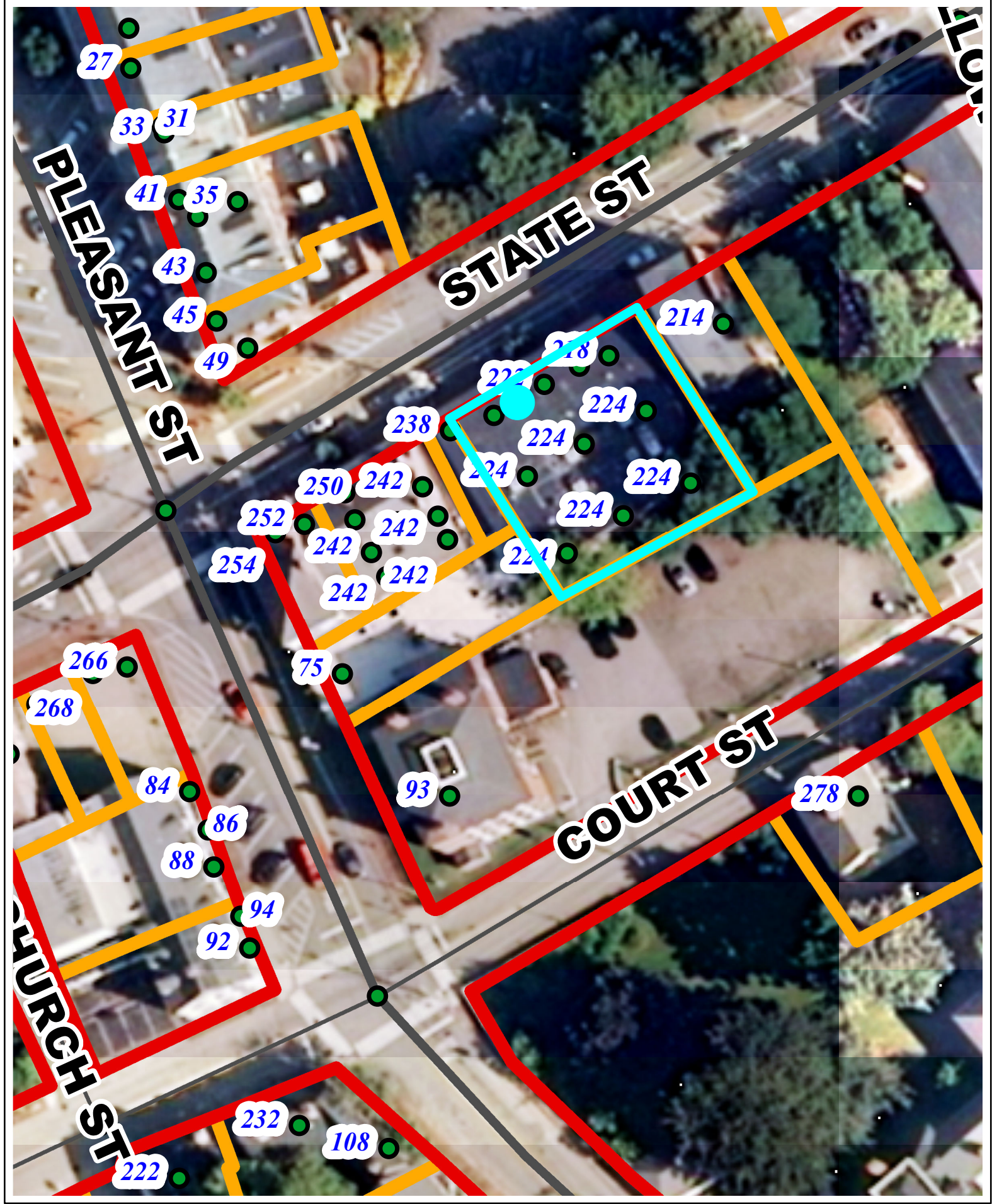
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Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 32" x 32"  
Sign area: 7.11 sq. ft.

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

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



**Request for license  
222 State Street**

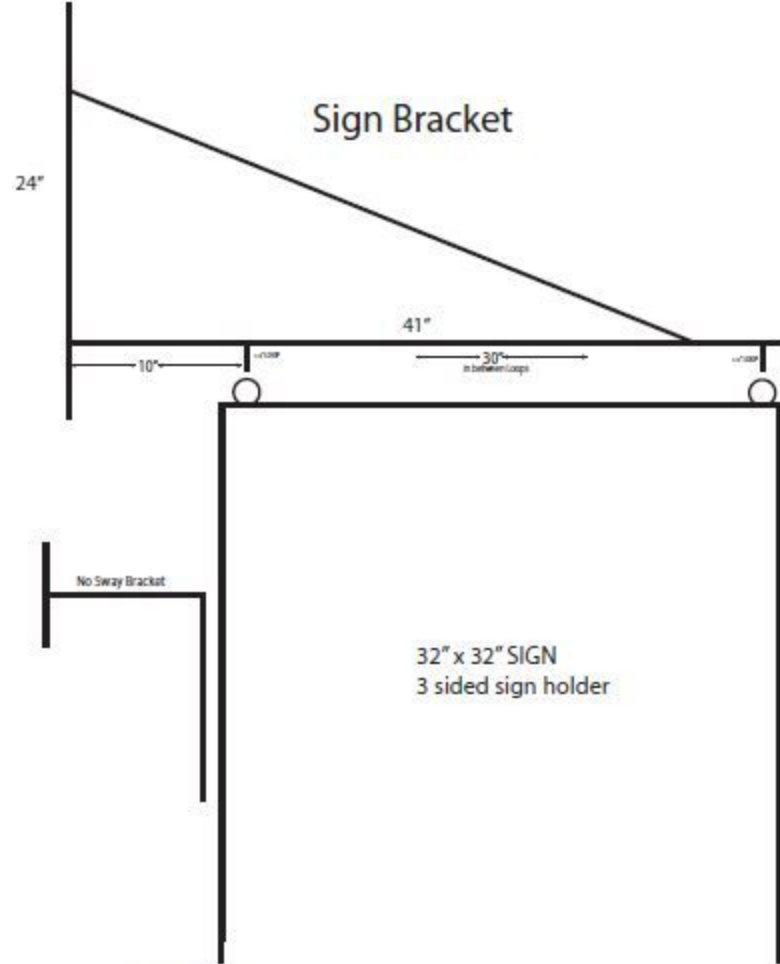


Building out 41"



88" from  
bottom  
to sidewalk

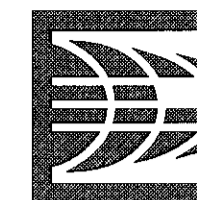




\*\*\* Example of 32" sign on the same building

Buff & File Nail Bar

32" x 32" Sign on the same building. Base of sign is 88" from the ground



**AMB ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
200 Griffin Road - Unit 3  
Portsmouth, N.H. 03801-7114  
Tel (603) 430-9282  
Fax (603) 436-2315

**NOTES:**

- 1) PARCELS ARE SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 138 AS LOTS 57 & 58.
- 2) OWNER OF RECORD:  
PERLEY LANE LLC.  
PO BOX 370  
PORTSMOUTH, NH 03802
- 3) PARCELS ARE NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259E. EFFECTIVE DATE MAY 17, 2005.
- 4) EXISTING LOT AREAS:  
MERGED LOT AREA:  
10,747 S.F.  
0.2467 ACRES
- 5) ZONING DISTRICT:  
GENERAL RESIDENCE C (GRC).  
SEE PORTSMOUTH NH ORDINANCES.
- 6) DIMENSIONAL REQUIREMENTS:  
MIN. LOT AREA: 3,500 S.F.  
FRONTAGE: 70 FEET  
SETBACKS:  
FRONT: 5 FEET  
SIDE: 10 FEET  
BACK: 20 FEET  
  
MAXIMUM STRUCTURE HEIGHT: 35 FEET  
MAXIMUM BUILDING COVERAGE: 35%  
MINIMUM OPEN SPACE: 20%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED DEVELOPMENT OF THE MERGED PARCEL.
- 8) REQUIRED PARKING:  
3 UNITS x 1.3 SPACES PER UNIT = 4 SPACES.  
PROVIDED PARKING:  
4 SPACES (3 GARAGE AND 1 SURFACE).
- 9) CITY WILL REQUIRE STREET MILLING AND PAVING IN AREAS DAMAGED BY UTILITIES OR CONSTRUCTION.
- 10) ALL INVASIVE SPECIES ON THE PROPERTY TO BE REMOVED IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES.
- 11) COORDINATE ADDRESSING OF PROPOSED UNITS WITH FIRE DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS.
- 12) COORDINATE FINAL PLACEMENT OF ADA TILE WITH PORTSMOUTH DPW.
- 13) PROPOSED STREET TREE SHALL BE REVIEWED AND APPROVED BY THE TREES GREENERY COMMITTEE. SEE LANDSCAPING PLAN ON FILE AT THE CITY OF PORTSMOUTH.

"ROCK STREET PARK"  
CITY OF PORTSMOUTH  
(NOT ALL IMPROVEMENTS SHOWN)

**LENGTH TABLE**

LINE	BEARING	DISTANCE
L1	N 53°33'57" E	67.56'
L2	S 32°47'03" E	65.30'
L3	N 53°58'57" E	27.12'
L4	S 42°16'34" E	64.50'
L5	S 48°08'57" W	97.70'
L6	N 36°21'42" W	138.75'



**IMPERVIOUS SURFACE AREAS  
(TO PROPERTY LINE)**

STRUCTURE	PRE-CONSTRUCTION IMPERVIOUS (S.F.)	POST-CONSTRUCTION IMPERVIOUS (S.F.)
STRUCTURES & CHIMNEYS	4,244	4,289
PAVEMENT	4,365	1,144
CONCRETE PAD	237	0
STAIRS, PORCH & PATIOS (2)	11	351
DECKS, STOOPS & BULKHEADS	65	318
CURB	45	0
<b>TOTAL</b>	<b>8,967</b>	<b>6,102</b>
LOT SIZE	10,747	10,747
% LOT COVERAGE	83.4%	56.8%

**BUILDING COVERAGE AREA**

	EXISTING	PROPOSED
RESIDENCE	583	4,289
BUSINESS	3,660	0
STOOP/PORCH	0	98
BULKHEAD	0	60
DECK	65	0
STAIRS	11	34
<b>TOTAL (S.F.)</b>	<b>4,319</b>	<b>4,481</b>
LOT AREA (S.F.)	10,747	10,747
<b>BUILDING COVERAGE (%)</b>	<b>41%±</b>	<b>42%±</b>

(EXCLUDES: PATIOS & STRUCTURES BELOW 18" HEIGHT)

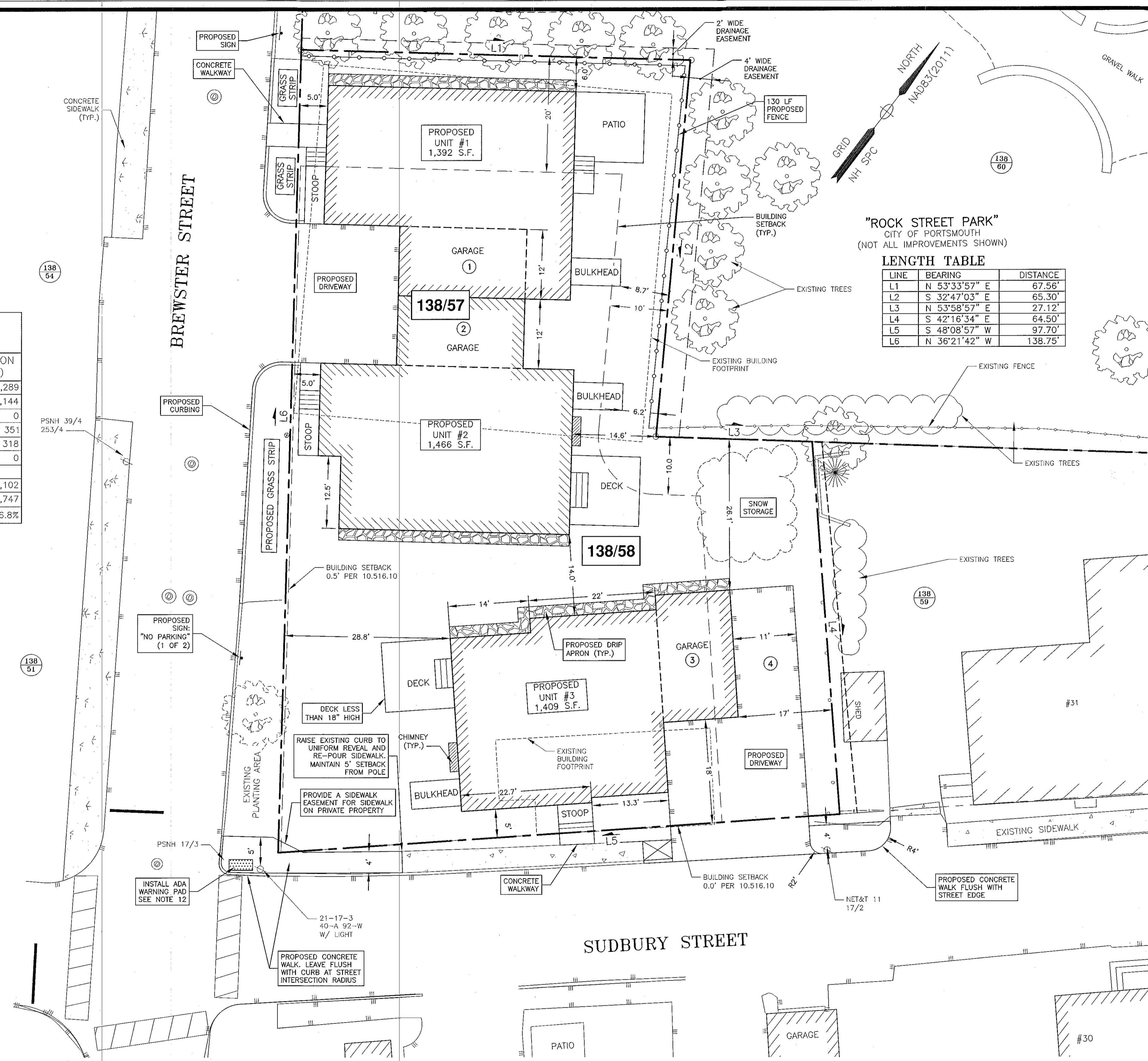
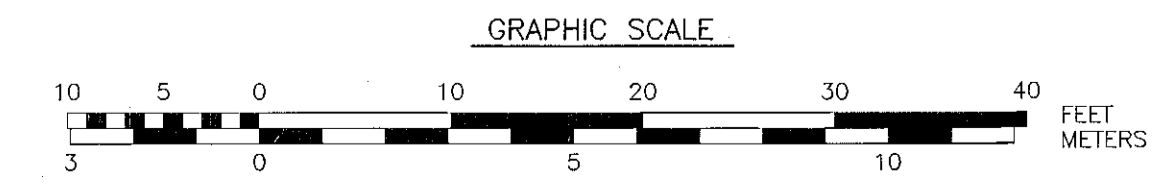
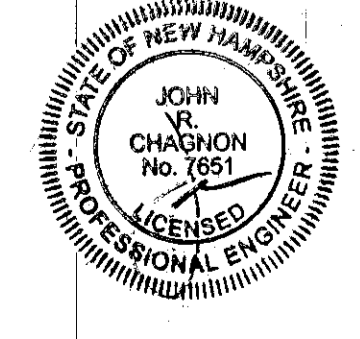
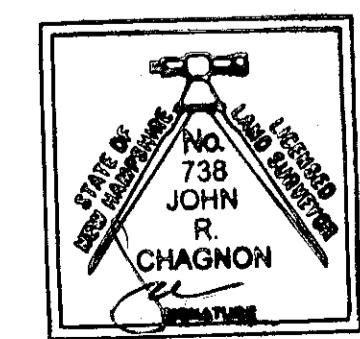
**PORTSMOUTH APPROVAL CONDITIONS NOTE:**  
ALL CONDITIONS ON THIS PLAN SET SHALL REMAIN IN EFFECT IN PERPETUITY PURSUANT TO THE REQUIREMENTS OF THE CITY OF PORTSMOUTH SITE PLAN REVIEW REGULATIONS.

- A. THIS SITE PLAN SHALL BE RECORDED IN THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.
- B. ALL IMPROVEMENTS SHOWN ON THIS SITE PLAN SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PLAN BY THE PROPERTY OWNER AND ALL FUTURE PROPERTY OWNERS. NO CHANGES SHALL BE MADE TO THIS SITE PLAN WITHOUT THE EXPRESS APPROVAL OF THE PORTSMOUTH PLANNING DIRECTOR.
- C. A STORMWATER MAINTENANCE AND INSPECTION REPORT SHALL BE CONDUCTED ANNUALLY AND PROVIDED TO THE CITY'S PLANNING AND PUBLIC WORKS DEPARTMENTS.
- D. THE ENGINEER OF RECORD SHALL SUBMIT A WRITTEN REPORT (WITH PHOTOGRAPHS AND ENGINEER STAMP) CERTIFYING THAT THE STORMWATER INFRASTRUCTURE WAS CONSTRUCTED TO THE APPROVED PLANS AND SPECIFICATIONS AND WILL MEET THE DESIGN PERFORMANCE.

APPROVED BY THE PORTSMOUTH PLANNING BOARD

*Dustin P. L...*  
CHAIRMAN

7/28/2020  
DATE



**THE RESIDENCES AT  
95 BREWSTER STREET  
PORTSMOUTH, N.H.**

NO.	DESCRIPTION	DATE
1	ADD METES AND BOUNDS	7/23/20
0	ISSUED FOR RECORDING	5/25/20

**SITE LAYOUT PLAN  
TAX MAP 138 - LOTS 57 & 58**

OWNER:  
**PERLEY LANE, LLC**  
95 BREWSTER STREET  
& 39 SUDBURY STREET  
CITY OF PORTSMOUTH  
COUNTY OF ROCKINGHAM  
STATE OF NEW HAMPSHIRE



**AMBIT ENGINEERING, INC.**  
Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3  
Portsmouth, N.H. 03801-7114  
Tel (603) 430-0282  
Fax (603) 436-2315

**NOTES:**

- 1) PARCELS ARE SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 138 AS LOTS 57 & 58.
- 2) OWNER OF RECORD:  
PERLEY LANE, LLC  
PO BOX 370  
PORTSMOUTH, NH 03801  
6089/188 & 6089/190
- 3) PARCELS ARE NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259E. EFFECTIVE DATE MAY 17, 2005.
- 4) EXISTING LOT AREAS:  
LOT 57:  
6,930 S.F.  
0.1591 ACRES  
  
LOT 58:  
3,831 S.F.  
0.0879 ACRES  
  
MERGED LOT AREA:  
10,761 S.F.  
0.2470 ACRES
- 5) ZONING DISTRICT:  
GENERAL RESIDENCE C (GRC)
- 6) DIMENSIONAL REQUIREMENTS:  
MIN. LOT AREA: 3,500 S.F.  
FRONTAGE: 70 FEET  
  
SETBACKS:  
FRONT: 5 FEET  
SIDE: 10 FEET  
BACK: 20 FEET  
  
MAXIMUM STRUCTURE HEIGHT: 35 FEET  
MAXIMUM BUILDING COVERAGE: 35%  
MINIMUM OPEN SPACE: 20%
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE RESULTS OF A STANDARD BOUNDARY SURVEY OF LOTS 57 & 58 ON ASSESSOR'S MAP 138 IN THE CITY OF PORTSMOUTH. SAID LOTS WILL BE MERGED FOR DEVELOPMENT. THE PLAN ALSO SHOWS A PROPOSED DRAINAGE EASEMENT FROM THE CITY OF PORTSMOUTH TO BENEFIT THE MERGED PARCEL. THE PLAN ALSO SHOWS A PROPOSED SIDEWALK EASEMENT TO THE CITY OF PORTSMOUTH.
- 8) NOTES REGARDING BOUNDARY LINES: THE SOUTHERLY LINE ALONG SUDBURY STREET IS BASED UPON THE 1906 STREET LAYOUT; THE WESTERLY LINE ALONG BREWSTER STREET IS AN EXTENSION OF THE RIGHT OF WAY LINE DEPICTED ON R.C.R.D. PLANS D-31107, D-38725, D-39552, & D-40491; THE NORTHERLY AND EASTERLY BOUNDARIES ALONG ROCK STREET PARK ARE AS DEPICTED ON R.C.R.D. PLANS #0368 & D-40491; THE EASTERLY LINE ALONG MAP 138 LOT 59 IS BASED ON OCCUPATION. THE SURVEY RECORDED AS R.C.R.D. PLAN #00311 DOES NOT CONCUR WITH SURROUNDING SURVEYS AND LOT OCCUPATION.

**CONDITIONS OF APPROVAL:**

- 1) A STORMWATER MAINTENANCE AND INSPECTION REPORT SHALL BE CONDUCTED ANNUALLY AND PROVIDED TO THE CITY'S PLANNING AND PUBLIC WORKS DEPARTMENTS.
- 2) THE ENGINEER OF RECORD SHALL SUBMIT A WRITTEN REPORT (WITH PHOTOGRAPHS AND ENGINEER STAMP) CERTIFYING THAT THE STORMWATER INFRASTRUCTURE WAS CONSTRUCTED TO THE APPROVED PLANS AND SPECIFICATIONS AND WILL MEET THE DESIGN PERFORMANCE.

NO.	DESCRIPTION	DATE
3	ADD DRAINAGE EASEMENT	5/7/20
2	OWNERSHIP CHANGE, NOTE 7	3/11/20
1	MISCELLANEOUS REVISIONS	2/18/20
0	ISSUED FOR COMMENT	11/27/19

**STANDARD BOUNDARY SURVEY & DRAINAGE EASEMENT PLAN**  
TAX MAP 138 - LOTS 57 & 58

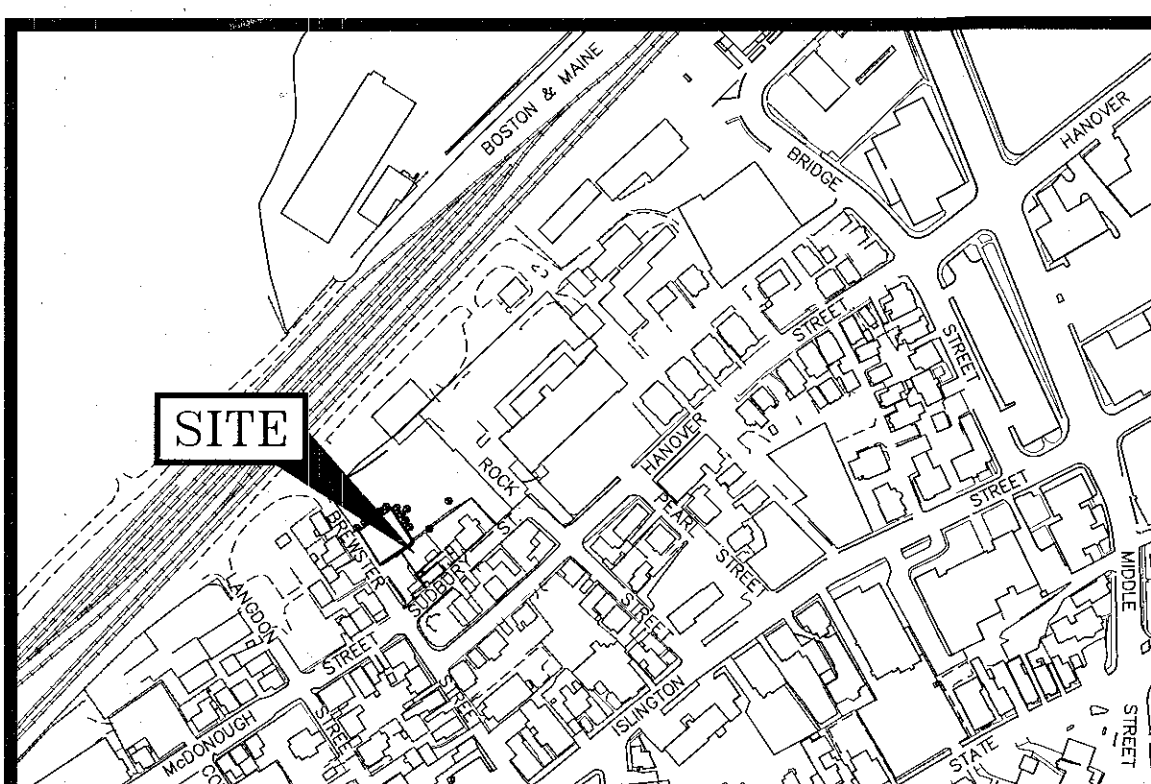
OWNER:  
**PERLEY LANE, LLC**  
95 BREWSTER STREET  
& 39 SUDBURY STREET  
CITY OF PORTSMOUTH  
COUNTY OF ROCKINGHAM  
STATE OF NEW HAMPSHIRE

**ABUTTERS LIST**

- |   |  |  |  |   |
|---|--|--|--|---|
| <p>138/56<br/>N/F<br/>SHELLY TAMIS<br/>14 GOOSE POINT ROAD<br/>KITTEERY POINT, ME 03905<br/>4513/2183</p>                           | <p>138/54<br/>N/F<br/>JAMES &amp; LINETTE S. REMICK<br/>REVOCABLE TRUST(S) OF 2000<br/>326 BRACKETT ROAD<br/>RYE, N.H. 03870<br/>3610/2893 &amp; 3610/2895</p> | <p>138/25<br/>N/F<br/>JESSET LORE<br/>&amp; MELISSA JONES<br/>4 McDONOUGH STREET<br/>PORTSMOUTH, N.H. 03801<br/>5172/2928</p>                | <p>138/20<br/>N/F<br/>A. MATTHEW WIRTH<br/>&amp; MICHELLE B. WIRTH<br/>439 HANOVER STREET<br/>PORTSMOUTH, N.H. 03801<br/>3207/1960</p> | <p>138/59<br/>N/F<br/>KEITH L. BEAUDOIN<br/>&amp; KATHERINE R. HLADKI<br/>31 SUDBURY STREET<br/>PORTSMOUTH, N.H. 03801<br/>5819/333</p> |
| <p>138/55<br/>N/F<br/>BRINTON W. SHONE<br/>&amp; TATJANA R. SHONE<br/>46 SHURBURN AVE.<br/>PORTSMOUTH, N.H. 03801<br/>5481/1934</p> | <p>138/51<br/>N/F<br/>JAMES &amp; LINETTE S. REMICK<br/>REVOCABLE TRUST(S) OF 2000<br/>326 BRACKETT ROAD<br/>RYE, N.H. 03870<br/>3610/2887 &amp; 3610/2885</p> | <p>138/25<br/>N/F<br/>BRENDAN L. VESEY<br/>&amp; SARAH G. LANDRES<br/>6 McDONOUGH STREET UNIT 2<br/>PORTSMOUTH, N.H. 03801<br/>5110/0918</p> | <p>138/21<br/>N/F<br/>JILL A. DIGNAN<br/>&amp; DONAL P. DIGNAN<br/>427 HANOVER STREET<br/>PORTSMOUTH, N.H. 03801<br/>5814/719</p>      | <p>138/60<br/>N/F<br/>CITY OF PORTSMOUTH<br/>1 JUNKINS AVE<br/>PORTSMOUTH, N.H. 03801<br/>5848/666</p>                                  |

**LEGEND:**

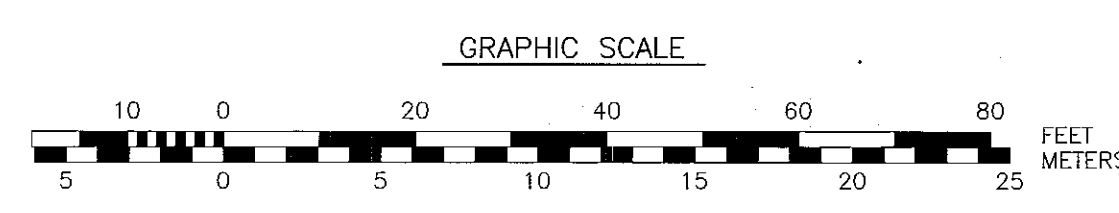
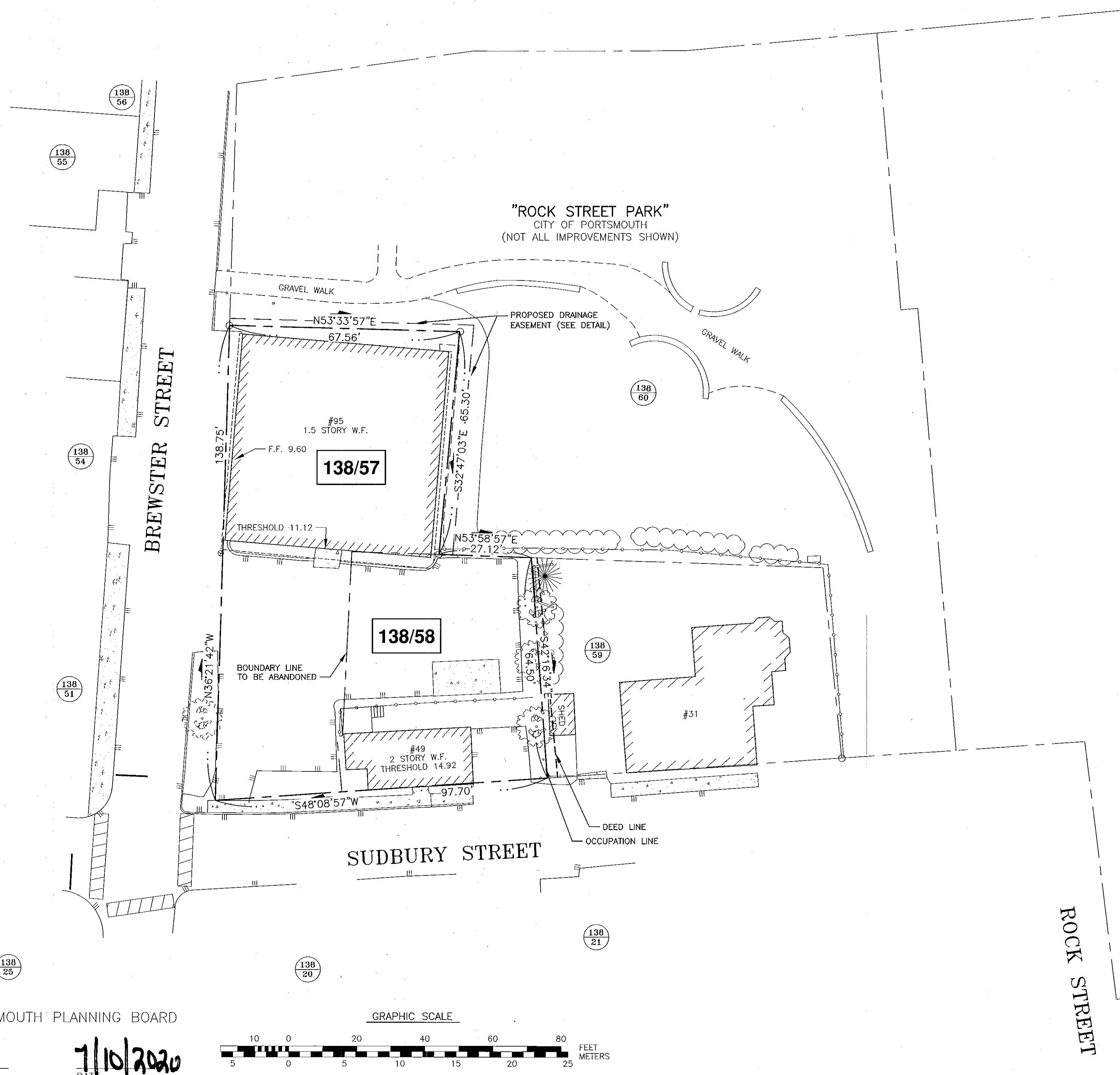
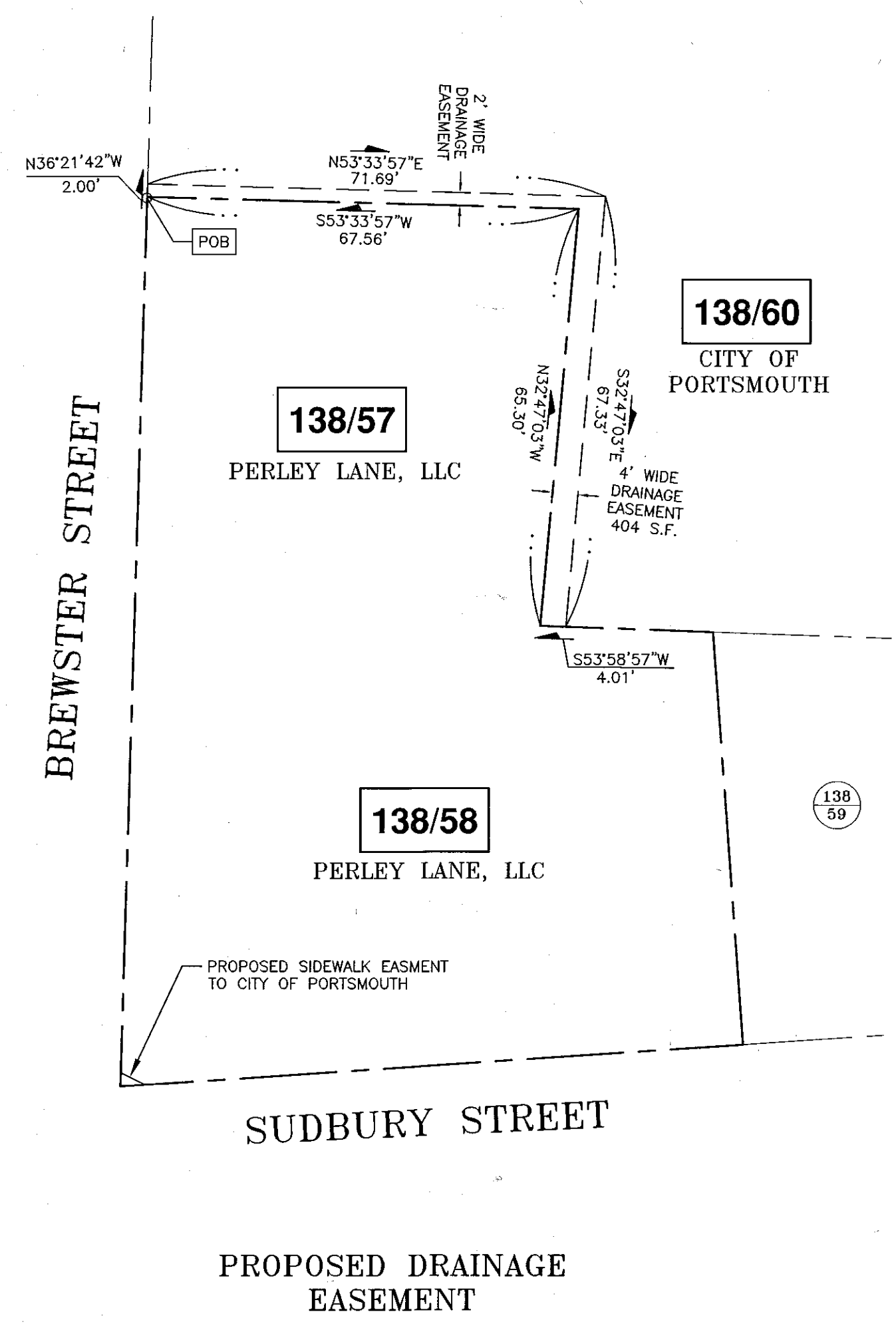
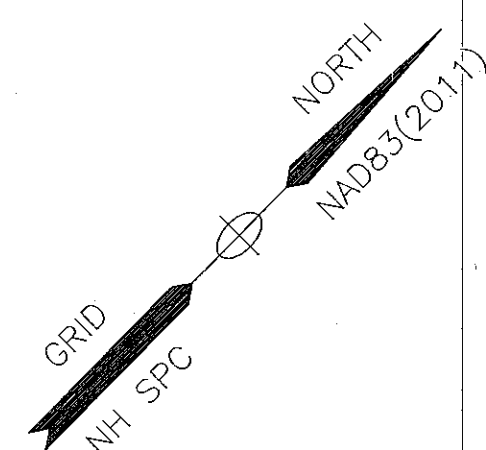
- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- RCRD ROCKINGHAM COUNTY
- RR SPK RAILROAD SPIKE
- MAP 11/LOT 21
- IR FND IRON ROD FOUND
- IP FND IRON PIPE FOUND
- IR SET IRON ROD SET
- DH FND DRILL HOLE FOUND
- DH SET DRILL HOLE SET
- NHNB NHDOT BOUND FOUND
- TB TOWN BOUND
- BND w/DH BOUND WITH DRILL HOLE
- ST BND w/DH STONE BOUND WITH DRILL HOLE
- POB POINT OF BEGINNING



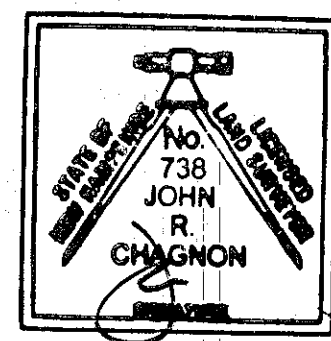
LOCATION MAP SCALE: 1" = 300'

**PLAN REFERENCES:**

1. STANDARD BOUNDARY SURVEY, TAX MAP 138 LOT 60, OWNER: CITY OF PORTSMOUTH, ROCK STREET, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE BY AMBIT ENGINEERING, INC. DATED SEPTEMBER 2015, FINAL REVISION DATE JANUARY 18, 2017, UNRECORDED.
2. STANDARD BOUNDARY SURVEY OF THE PORTION OF TAX MAP 138 LOT 60 SOUTHERLY OF A PROPOSED DEDICATED STREET, OWNER CITY OF PORTSMOUTH, ROCK STREET, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE, PREPARED BY AMBIT ENGINEERING, INC. DATED MARCH 20, 2017, UNRECORDED.
3. HILL STREET SURVEY JULY 20, 1906, BY A.C. HOYT, RCRD 00311



"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."  
*John R. Chagnon*  
JOHN R. CHAGNON, LLS  
5-7-20  
DATE



APPROVED BY THE PORTSMOUTH PLANNING BOARD  
*Dexter M. Ly*  
CHAIRMAN  
7/10/2020  
DATE

Return to:  
Joseph S. Caldarola  
P.O. Box 370  
Portsmouth, NH 03802

Transfer Taxes: \$0.00  
Per RSA 78-B:2, IX

## **EASEMENT DEED**

The City of Portsmouth, a municipal corporation organized under the laws of New Hampshire, having a place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Grantor”), for *consideration, the receipt and sufficiency of which is hereby acknowledged paid*, grants to Perley Lane, LLC, a New Hampshire limited liability company, having a mailing address of P.O. Box 370, Portsmouth, New Hampshire 03802, with QUITCLAIM COVENANTS, the following easement and rights associated therewith:

A perpetual drainage easement over, under and through land owned by the City of Portsmouth identified as Lot 138-60 on a Plan entitled, “Standard Boundary Survey & Drainage Easement Plan Tax Map 138 – Lots 57 & 58”, prepared by Ambit Engineering, Inc., dated November 2019, recorded in the Rockingham Registry of Deeds on August 3, 2020 (“Easement Plan”) at D-42280, for the benefit of Grantee’s land identified as Lots 138-57 and 138-58, to install, maintain, inspect, patrol, and repair a drainage swale for the collection and distribution of runoff water from Lots 138-57 and 138-58 to Lot 138-60.

As shown on the Easement Plan, the Easement Area is more specifically bounded and described as follows:

Beginning at a point on the easterly sideline of Brewster Street at the northwest corner of land of the Grantee; thence running along the sideline of Brewster Street N 36°21'42" W a distance of 2.00 feet to a point; thence running across land of the Grantor N 53°33'57" E a distance of 71.69 feet and S 32°47'03" E a distance of 67.33 feet to a point at land of the Grantee; thence running along land of the Grantee S 53°58'57" W a distance of 4.01 feet; N 32°47'03" W a distance of 65.30 feet; and S 53°33'57" W a distance of 67.56 feet to the sideline of Brewster Street and the point of beginning, having an area of 404 square feet, more or less (“Easement Area”).

In the event of conflict between what is shown on the Easement Plan and the description above, the Easement Plan shall control.

The Grantee shall obtain the approval of the Public Works Department of the City of Portsmouth prior to the commencing work in the Easement Area, which approval shall not be unreasonably conditioned or withheld.

The Grantee shall adhere to all approvals granted to it by the City of Portsmouth relative to the easement. Should the Grantee fail to adhere to said approvals, the City of Portsmouth may take such action as it deems necessary to achieve compliance, including corrective action, after providing the Grantee with thirty (30) days' written notice of non-compliance and the right to cure. Any written notice shall be valid if sent by certified mail or hand-delivered to the last known address of the Grantee, its successor(s) or assign(s).

Grantee shall repair any damage it causes to the Easement Area in a timely manner and shall restore the Easement Area to substantially the same condition which it existed prior to Grantee causing said damage.

Grantee shall maintain the drainage swale in perpetuity so that it is able to continuously serve its intended purpose.

The Grantee shall hold harmless and indemnify the Grantor from all claims and losses, including costs and attorney's fees, arising in connection with the Grantee's use of the Easement Area.

The Grantee and its agents shall be permitted to enter upon Lot 138-60 at all reasonable times to carry out the purposes of the Easement.

The Grantor retains the right to freely use and enjoy its interest in the Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any buildings, shed, deck or other structure within the Easement Area, substantially change the grade or slope, install any pipes, or pave or asphalt the Easement Area without prior written consent of the Grantee.

This Easement Deed and the rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors, and assignees of the Grantor and Grantee, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantors the City of Portsmouth by deed dated August 25, 2017 of John W. Gray, Trustee of the John W. Gray Revocable Trust of 1994, u/t/a dated December 16, 1994 and Bradford A. Gray, Trustee of the Bradford A. Gray Revocable Trust of 1994, u/t/a dated December 29, 1994 and recorded in Book 5848, Page 0666 of the Rockingham County Registry of Deeds .

**This transfer is exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2, IX.**

Executed this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF PORTSMOUTH

By: \_\_\_\_\_  
Karen Conard, City Manager

Per vote of the City Council on  
\_\_\_\_\_, 2020

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by Karen Conard,  
City Manager of Portsmouth, New Hampshire.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
(My commission expires: \_\_\_\_\_)

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

Transfer Taxes: \$0.00  
Per RSA 78-B:2, I.

## EASEMENT DEED

Perley Lane, LLC, a New Hampshire Limited Liability Company, with a mailing address of P.O. Box 370, Portsmouth, New Hampshire 03802 (“Grantor”), for *consideration, the receipt and sufficiency of which is hereby acknowledged*, grants to the City of Portsmouth, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Grantee”), with QUITCLAIM COVENANTS, the following easements and rights associated therewith:

1. **Permanent Easement Area:** A perpetual easement to install, maintain, repair, and re-construct a portion of public sidewalk crossing the southwest corner of land identified as Lot 138-58 on a Plan entitled, “The Residences at 95 Brewster Street Portsmouth, N.H. Site Layout Plan Tax Map 138 – Lots 57 & 58”, prepared by Ambit Engineering, Inc., dated May 22, 2020, recorded in the Rockingham Registry of Deeds on August 3, 2020 at D-42279 (“Easement Plan”), as shown on the Easement Plan and described immediately below:

Beginning at a point on the easterly sideline of Brewster Street and the northerly sideline of Sudbury Street; thence running northwesterly along the sideline of Brewster Street a distance of 4 feet to a point; thence running across land of the Grantor a distance of 5.6 feet more or less to a point at the northerly sideline of Sudbury Street; thence running westerly along the sideline of Sudbury Street a distance of 4 feet to the point of beginning, having an area of 8 square feet, more or less.

2. **Temporary Easement Area for Construction Purposes:** The Grantee shall have a temporary construction easement consisting of 10 feet on either side of the Permanent Easement Area as shown on the Plan for purposes of installing and maintaining the path.
3. **Purpose and Rights:** The Grantee shall have a permanent and exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing and maintaining a public sidewalk. The Grantee shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein and to take such other actions as may be necessary, useful or convenient for the enjoyment of the easement rights herein granted. The Grantee shall have exclusive responsibility for maintaining the public sidewalk.
4. **Grantee's Responsibility to Restore:** Disturbed areas within the Temporary Easement Area shall be restored at the Grantee's expense.



5. **Grantor's Retained Rights:** Grantor retains the right to freely use and enjoy its interest in the Permanent Easement Area and the Temporary Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this instrument. Grantor shall not, however, erect any building, shed, deck or other structure within the Permanent Easement Area or change the grade or slope. Grantor shall not install any pipes under Permanent Easement Area without prior written consent of the Grantee.
  
6. **Personal Property.** It is agreed that any facilities installed by the Grantee within the Permanent Easement Area, whether fixed to the realty or not, shall be and remain the property of the Grantee.
  
7. **Easement to Run with Land:** All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to the within Grantors by deed dated March 2, 2020 of James S. Remick, as Successor Trustee of the Linette S. Remick Revocable Trust of 2000, u/d/t dated June 15, 2000 and James S. Remick, as Trustee of the James S. Remick Revocable Trust of 2000, u/d/t dated June 15, 2000 and recorded in Book 6089, Page 0190 of the Rockingham County Registry of Deeds.

**This transfer is exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2, I.**

Executed this \_\_\_\_ day of September 2020.

PERLEY LANE, LLC

By: \_\_\_\_\_  
Joseph S. Caldarola, Sole Member

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on September\_\_\_\_, 2020 by Joseph S. Caldarola, Sole Member, Duly Authorized, on behalf of Perley Lane, LLC.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
(My commission expires: \_\_\_\_\_)



August 6, 2020

City of Portsmouth  
Attn: Karen Conard  
1 Junkins Avenue  
Portsmouth NH 03801

Dear Karen:

The 12<sup>th</sup> annual American Lung Association Cycle the Seacoast ride is scheduled for Sunday, May 2<sup>nd</sup>, 2021. With nearly 400 cyclists expected we are looking forward to a very exciting day.

The first riders will be leaving Cisco Brewers Portsmouth at 7:00 a.m. and the last rider will be in around 3:30 p.m. I have included the turn by turn route that goes through Portsmouth. We plan to maintain the same route as in year's past but will update you with a final version as soon as it has been completed. We will be supplying our own safety and first aid volunteers with the assistance of the Port City Amateur Radio Club. I will be sending a copy of the \$250,000 insurance coverage where you will be listed as an additional insured.

If you need anything else from me, please do not hesitate to let me know. Please let me know if you have any suggestions for police support along the route. We look forward to another safe and successful year. Thank you.

Sincerely,

Melissa Walden  
Manager of Development  
American Lung Association  
207-624-0306

<b>Cycle The Seacoast - 2019 - 100 Mile Route</b>			
<b>Segment distance</b>	<b>Directions</b>	<b>Notes</b>	<b>City/Town</b>
	<b>START FROM PORTSMOUTH</b>		Portsmouth
0.1	Left onto Corporate Drive		Portsmouth
1.1	Left on Ashland Rd	<b>RM - Cyclist 7-10am</b>	Portsmouth
0.2	2 signs for cycle path - each end		Portsmouth
0.3	Right to stay on Ashland Rd		Portsmouth
0.3	Right onto Rockingham Ave		Portsmouth
0.1	Left onto Woodbury Ave		Portsmouth
0.1	Right onto Edmond Ave		Portsmouth
0.4	Right onto Maplewood Ave		Portsmouth
0.7	Continue onto Middle St		Portsmouth
0.2	Left onto State St	<b>RM 7am - 10:30am (all routes)</b>	Portsmouth
0.5	Right onto Marcy St	<b>RM 7am - 10:30am (all routes)</b>	Portsmouth
0.3	Left to stay on Marcy St		Portsmouth
0.0	Bear Left at triangle		Portsmouth
0.5	Continue into New Castle Ave		Portsmouth
2.8	CAUTION - METAL GRATE BRIDGE Wentworth Bridge	<b>New Castle Police - see 25 mi.</b>	New Castle
1.1	Left @ T onto Sagamore, Route 1A	<b>Portsmouth Police   RM 7 - 11am (all routes)</b>	Portsmouth
0.5	Circle - 3rd exit onto 1A/Pioneer Rd	<b>Rye Police   RM 7 - 11am (all routes)</b>	Rye
	<b>RETURN TO PORTSMOUTH</b>		
1.5	<b>REST STOP - Tate &amp; Foss Real Estate</b>		Rye
0.1	Left onto Lang Rd	<b>RM - 9:30am - 3:00pm (all routes)</b>	Rye
1.3	Left off Lang behind Service Credit Un	<b>Portsmouth Police   RM 10 - 3pm (all</b>	Portsmouth
0.2	Right onto Longmeadow Rd		Portsmouth
0.0	Cross Route 1 onto Ocean Rd		Portsmouth
1.9	Cross Route 33 Stay on Ocean Rd	<b>Greenland Police - see 25 mi.</b>	Greenland
0.3	Right onto Portsmouth Ave		Greenland
0.0	Cross Railroad Tracks		Greenland
1.0	Left onto Bike Path	<b>RM - 10:30am - 3pm (all routes)</b>	Portsmouth
1.6	Exit Bike Path Right onto Corporate		Portsmouth
1.6	Right into Cisco Brewers		Portsmouth

## **CITY COUNCIL E-MAILS**

**August 18, 2020 (after 4:00 p.m.) – August 27, 2020 (9:00 a.m.)**

**August 31, 2020 Council Meeting**

**If you need further information, please contact the City Clerk's Office at 610-7208.**

**From:** [Gerald Duffy via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** "The Dutch Reach:" how to avoid dooring a cyclist  
**Date:** Saturday, August 22, 2020 12:48:01 PM

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Below is the result of your feedback form. It was submitted by  
Gerald Duffy (gduffy44@gmail.com) on Saturday, August 22, 2020 at 11:48:00

-----

address: 428 Pleasant St., Unit 3

comments: Dear Mayor and Councilors:

After the crash on Middle Street two weeks ago, I'm sure that you all know by now that the crash was entirely the result of an illegally parked vehicle and an occupant who carelessly (and illegally) opened a door into the bike lane without looking. It had nothing to do with bike lane design.

You'll be hearing about the "Dutch Reach" in the coming weeks. It is a very simple technique for drivers and car passengers to use to avoid "dooring" a cyclist. Seacoast Area Bike Riders (SABR) will be partnering with the Police Department (Chief Merner is "totally on board") and Planning to reach out to the public via video, web site content, demo, and public service announcements. The link below will quickly explain the concept.

<https://www.dutchreach.org/>

This easy to learn and a tangible, positive step to helping increase safety for cyclists in the City. Drivers in town are always relatively safe because they are wrapped in several tons of steel. Not so cyclists, whose protection is usually a plastic helmet and a layer of clothing.

SABR, which represents the larger community of cyclists in town -- a community that has grown substantially during the COVID pandemic -- is eager to let residents know that most riders fully understand their concerns and would prefer to work collaboratively towards a better, safer, permanent solution. It's long past time to defuse the "cars (parked and moving versus bike lanes" dynamic and move forward for all the obvious reasons.

I hope members of the Council will work hard not to further stir up the pot of controversy that has pitted residents against cyclists and will take a positive view, applying curiosity rather than judgment about the best solution for our town.

Best wishes,  
Gerry

includeInRecords: on

Engage: Submit

-----

REMOTE\_ADDR: 71.233.87.81

**From:** [john tommasini via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** covid 19  
**Date:** Thursday, August 20, 2020 3:56:10 PM

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Below is the result of your feedback form. It was submitted by  
john tommasini (to3c@hotmail.com) on Thursday, August 20, 2020 at 14:56:08

-----  
address: 162 Mill Pond Way #3

comments: I'm against mandatory face mask use. People are compiling already on their own and we don't need to waste [police resources on enforcement.

The health emergency which would authorize this action has passed. In NH with a population of 2.5 million total cases approximately 7,000 with only 262 still active and 12 in care.

Of the 427 deaths 63% over 80 ( I'm 76 ) and 81% in long term care facilities. This ordinance is at this time a overreach. Plus no science behind outdoor transmission as a serious risk factor. Lets start workin back to normal.

Also police should ticket loud motorcycles and cars.

includeInRecords: on

Engage: Submit

-----  
REMOTE\_ADDR: 71.233.84.85

**From:** [Rich DiPentima via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Face Covering order  
**Date:** Wednesday, August 26, 2020 9:30:09 AM

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Below is the result of your feedback form. It was submitted by  
Rich DiPentima (rdipentima@gmail.com) on Wednesday, August 26, 2020 at 08:30:07

-----  
address: 16 Dunlin Way

comments: Dear Council Members:

I urge you to adopt the proposed citywide mask ordinance on Monday. The ordinance should be passed and put into effect immediately. The idea of shelving the ordinance and enforcing it only in the event of a future health emergency is not in the best interest of public health. The time to apply the mask ordinance and when it will have its greatest impact is before the number of Covid-19 cases reach an emergency level. Once the number of cases rise it will be much more difficult or impossible to control the outbreak.. The goal is to prevent an emergency, not react to one after the emergency has happened. Like a fire, you do not wait for a small fire to become an emergency before trying to control it and put it out.

Please do what is in the best interest of the public health of our community.

includeInRecords: on

Engage: Submit

-----  
REMOTE\_ADDR: 71.168.72.174



**From:** [Jon Wyckoff via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** HDC Vacancy  
**Date:** Monday, August 24, 2020 6:43:09 AM

---

Below is the result of your feedback form. It was submitted by  
Jon Wyckoff (Jon9wyckoff@Gmail.com) on Monday, August 24, 2020 at 05:43:07

-----

address: 135 Sparhawk St

comments: Councilors;

We, on the Historic District Commission(HDC) have recently had a resignation from our board by Cyrus Beer, Amanda who has volunteered 3 years of time and has always presented thoughtful comments and ideas at public hearings as well as work sessions. Also, we on the commission just found out one of our longest serving members will not be reappointed! Dan Rawling has an infinite amount of institutional knowledge and is an architect. He deserves the city's respect and gratitude for 13 years of public service. As of Wednesday's meeting, he had not received any communication from the mayor about his status on reappointment to another term! I hope both members receive letters of appreciation and thanks from Mayor Becksted, City clerk Barnaby, and City Manager Conard.

Luckily the HDC has 2 experienced alternates to take their places. Heinz Sauk-Schubert, a respected and long standing architect and consultant, and also Margot Doering, former owner of the Martin Hill Inn which is in the HDC. Both alternates can easily step in as full members as they have both filled in and voted on projects large and small, also participating in discussions at our work sessions!

Also I have just looked at an application from a Mr Paul Reardon, and have found many mistakes and discrepancies.

To begin, on page 2 he checked the box that said he had contacted the chair of our board to determine commitments involved in serving. According to the chairman, Vincent Lombardi, he had not! Mr Reardon reasons for wishing to serve are all ideological rather than architectural, such as mentioning "offsetting one party rule"? He belongs to no organizations in the city, indicating lack of civic involvement and no interest in the city's built environment. However, under organizations he said; Seasonal Resident. ? His 2 references were incomplete: Jamie Steffens from Somersworth, no telephone number, and Mayor Becksted, no address or number....

Please read this application carefully!

Thank you for your time. Jon Wyckoff, vice chair, HDC

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 71.232.208.174

**From:** [Manuel Garganta via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Mandatory Mask Ordinance  
**Date:** Wednesday, August 19, 2020 11:14:56 AM

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Below is the result of your feedback form. It was submitted by  
Manuel Garganta (Souzagar@aol.com) on Wednesday, August 19, 2020 at 10:14:54

-----  
address: 471 Colonial Drive Portsmouth NH

comments: After watching another marathon session of the City Council on on the Mask ordinance I was confused that it was city wide and not the overlay district and Lafayette Road where there are businesses and Restaurants. Why should this extend to the neighborhoods. I use my mask everywhere when I do groceries etc. why do I need to wear a mask when I am walking in my neighborhood, where I can social distance When talking to my neighbors.

Colonial drive is 3.4 miles from the center of Downtown Portsmouth.

Am I supposed to wear a mask when I am working in my own yard.

Are the Police going to leave there normal duties to drive out here to make sure we are wear our masks when in this season 90% of the people visiting Portsmouth are downtown.

Seems like a waste of our police resources to patrol every neighborhood.

I agree masks are the way to control Covid. You as a council are on the right path. We just need to use common sense.

Just one other thing. Please define household. It was mentioned at the meeting. There are 3 house here that are owned by my family members. Are they considered part of my household?

Thank you for your time in listening to my opinions. We live in confusing times.

Sincerely,

Manuel S. Garganta

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 108.26.168.46

**From:** [Joseph Cunningham via FormMail.com](mailto:Joseph.Cunningham@cai-ins.com)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Marsh Lane / Electric Sub-Station  
**Date:** Thursday, August 20, 2020 10:36:35 AM

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Below is the result of your feedback form. It was submitted by  
Josseph Cunningham (jccunningham@cai-ins.com) on Thursday, August 20, 2020 at 09:36:34  
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address: 295 Maplewood Ave

comments: I am both a business owner and homeowner in Portsmouth. I have lived in the seacoast since 1972 and in Portsmouth since 1997.

I think this Portsmouth is losing what makes it a great place and it's attitudes changing.

Since October of 2010 I have operated at 295 Maplewood Ave. I clean and shovel the sidewalk and when the work crews are in the street they know they can come in and get water and use the bathroom.

Yesterday when I left my office several cars were ticketed ( on Marsh lane next top sub station ). I was curious what the tickets were for so I looked. Parking in a NO PARKING ZONE!

The entire fenced area has 2 very large gates you can drive construction vehicles through. ( one on each side of lot ) also one small door in fence. On each of those gates or doors signs state No Parking. In no other place on the fence does it state No Parking and No City of Portsmouth Signs are posted on utility polls.

I did not get a ticket. only because my employees are working remotely. My office has no parking. When my employees return next Monday not sure where they will park.

The day I moved in the Traffic and Safety Dept. with Ted Gray came down with 8 other members of the committee and a neighbor was trying to eliminate all parking on Marsh Lane.

That day 1 parking space was removed from Marsh Lane ( it was decided the space was within 15 feet if the intersection so it could no longer be used ). About 5 years ago a hydrant was removed and prior to its removal the hydrants was posted with a No Parking within 15 feet. That netted 1 city parking space in front of the door. That parking space had come up in a Town Traffic Meeting when I moved into the unit and they were considering our neighbors proposal to eliminate the parking. One of the members stated that having the parking there may actually slow the traffic down in a good way. They also said that from Cindy Ann Cleaners until you are over the bridge on Maplewood no public parking exists.

I run a business as do many of you.

If it was posted what is the best way to handle this.

A. Fine a person that has been parking the for 10 Plus years.

B. Put a warning on the car for a week.

( Many people that work down town do park in that area and walk. Warnings on one day would help some unless you did not have to work and park there that day. )

I have gotten 2 parking tickets since 1997. I think someone could have reached out to those in the area. A parking

ticket that if not paid promptly will be \$50.00 is not a great way to communicate message.

Please feel to share this with the Assistant Mayor and other.

Thanks for your time and your service!

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 72.73.81.99

**From:** [Colleen Cook via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Mask Mandate  
**Date:** Tuesday, August 18, 2020 11:58:22 AM

---

Below is the result of your feedback form. It was submitted by  
Colleen Cook (Cookster816@hotmail.com) on Tuesday, August 18, 2020 at 10:58:20

-----  
address: 40 Winter street

comments: I am writing to express my strong support for a mandatory mask mandate. The research is not even remotely in question anymore. Masks works to slow the spread of this awful virus. Workers at our restaurants and shops deserve to feel safe at their workplace. It is also the best way to get our economy back on track!

includeInRecords: on

Engage: Submit

-----

REMOTE\_ADDR: 67.255.61.45

**From:** [Peter Geremia via FormMail.com](mailto:Peter.Geremia@mac.com)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Mask Ordinance  
**Date:** Tuesday, August 18, 2020 11:02:00 PM

---

Below is the result of your feedback form. It was submitted by  
Peter Geremia (pgeremia@mac.com) on Tuesday, August 18, 2020 at 22:01:58  
-----

address: 315 Maplewood Ave.

comments: Dear Portsmouth City Council,

I am very sorry I was not able to attend the meeting tonight. My sister's birthday party was tonight and I really needed to be there.

Here are my thoughts on what we should do with the proposed mask ordinance.

1. I do not think an ordinance is necessary and I recommend that we do not do it.

a. NH is doing really well as everyone has come together and are wearing masks indoors and outdoors when we can't social distance.

b. Trying to enforce a mask ordinance outdoors will be a complete nightmare and subject to litigation.

c. We DO NOT want to scare off tourists with people on the street looking for violators. The parking patrol is enough for the poor tourists. The last thing we need is something else that scares them off.

d. I believe as I said in the last meeting that if we use the Resolution as our guidance and focus on Education you can get the desired results w/o doing the ordinance.

2. If you do not agree with that then I believe the mask ordinance should ONLY apply to INDOOR PUBLIC PLACES

a. Same outdoors reasons above. I want to emphasize how impossible it will be to enforce outside. Think about groups of people who are together, people exercising, etc. It would be VERY messy.

b. You cannot go to MASKS OUTDOORS 24/7 all the time. That will not work and is not necessary.

c. How will you handle very large protests that may come to town? Are you going to disallow? Are you going to go through the crowd and ticket people w/o masks?

d. I DO NOT believe there should be ANY penalty for a citation and instead we should hand the violator a mask and give them a card with the ordinance printed on it. There is NO WAY we should turn this into some kind of revenue source.

e. The good news is that since everyone is doing a great job respecting the businesses and wearing masks inside this ordinance should hardly EVER get violated which is the desired outcome.

I think Councilor Kennedy was correct that we need to look at OUTSIDE and INSIDE differently. That is why if you do decide to move forward with the ordinance please make it INDOORS PUBLIC SPACE ONLY.

If you do an ordinance, this ordinance HAS to be considered a TEMPORARY ordinance. We cannot expect this to stay on the books forever. This has to have a limited life and as soon as things are safe it MUST come off the books.

If you have any questions or would like to discuss please feel free to give me a call.

Thank you for your time,

Peter Geremia

315 Maplewood Ave  
Portsmouth, NH 03801  
603-531-3102

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 72.73.80.77

**From:** [Jim Lee via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Mask Ordinance  
**Date:** Wednesday, August 26, 2020 3:50:57 PM

---

Below is the result of your feedback form. It was submitted by  
Jim Lee (jim@jimlee.com) on Wednesday, August 26, 2020 at 14:50:56

-----  
address: 520 Sagamore Avenue

comments: Dear Mr. Mayor and Councilors,

According to the New Hampshire Dept. of Health and Human Services, there are currently fewer than five active COVID-19 cases in the City of Portsmouth.

<https://www.nh.gov/covid19/dashboard/summary.htm>

The article referenced below from the Wall Street Journal references a growing consensus about how the infection is actually spread. Prolonged contact with an infected individual for longer than 15 minutes seems to be the most common method. Casually passing someone is an unlikely source of infection.

<https://on.wsj.com/34xsqdl>

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 38.242.7.248



**From:** [Thomas Holbrook via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** masks  
**Date:** Wednesday, August 26, 2020 4:39:39 PM

---

Below is the result of your feedback form. It was submitted by  
Thomas Holbrook (tomholbrook1970@gmail.com) on Wednesday, August 26, 2020 at 15:39:37  
-----

address: 86 Morning St

comments: Hi- I know you are still working on a mask ordinance, but I would really like to see masks mandated for city staff. It's nice that you have a sign in the middle of the square, but when many of the city workers aren't wearing them, that's not setting a good example.

thanks. PS: thanks so much for having the pool open this summer, we would have been lost without it!

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 67.189.239.189

**From:** [Robert Kozman via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Middle St. bike lanes  
**Date:** Friday, August 21, 2020 1:15:35 PM

---

Below is the result of your feedback form. It was submitted by  
Robert Kozman (kozman@comcast.net) on Friday, August 21, 2020 at 12:15:33

-----  
address: 81 Park St.

comments: Dear City Council,  
We elected you to roll back the mistakes of the previous city council. Listen to the bike riders and car drivers who supported you. We have a sincere desire to restore the safety of driving, parking, and riding bikes on Middle Street. We have had enough of this failed experiment. Don't make us jump through hoops to continue the bad idea of bollards and bad parking away from the curb. I for one, am willing to pay back the money spent on the poor road design and call it a loss, blame it on the previous city council, and return Middle Street to the way it was.  
Thank you.

includeInRecords: on

Engage: Submit

-----  
REMOTE\_ADDR: 66.30.230.24

**From:** [Gerald Duffy via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Middle Street bike lanes  
**Date:** Saturday, August 22, 2020 12:33:01 PM

---

Below is the result of your feedback form. It was submitted by  
Gerald Duffy (gduffy44@gmail.com) on Saturday, August 22, 2020 at 11:32:58

-----  
address: 428 Pleasant St., Unit 3

comments: Dear Mr. Mayor and Councilors:

As you prepare to discuss the development and improvement of the Middle Street bike lane project, I highly recommend investing just a few minutes to study these simple info-graphics on the topic of protected bike lanes.

<https://peopleforbikes.org/green-lane-project/protected-bike-lanes-101/>  
<https://peopleforbikes.org/green-lane-project/inventory-protected-bike-lanes/>  
<https://peopleforbikes.org/blog/14-ways-to-make-bike-lanes-better-the-infographic/>

Understanding the national picture, including data, research, and reality of modern bike lanes will help you make a more informed decision as Portsmouth continues to build its own bike infrastructure.

Regards,  
Gerry

includeInRecords: on

Engage: Submit

-----  
REMOTE\_ADDR: 71.233.87.81

**From:** [Nicholas Ciani via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Paul McEachern Park  
**Date:** Thursday, August 20, 2020 4:07:43 PM

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Below is the result of your feedback form. It was submitted by  
Nicholas Ciani (nick.ciani@cianinet.com) on Thursday, August 20, 2020 at 15:07:40

-----  
address: 60 Mill Pond Way

comments: Were neighboring residents given an opportunity to comment on the proposed naming of the city land at the end of Mill Pond Way?

I notice that a spot has been laid out on the lot for a granite monument (reportedly executed by Joh Wycoff and the Public Works Department). Who vetted the plan for the city land?

I received a card from the Advocates for the North Mill Pond soliciting donations for the proposed monument to honor Paul McEachern. The card states "...Mr. McEachern has been a loyal supporter of land preservation and had fought to secure this parcel of land for our neighborhood..." My recollection is that Mr. McEachern was the lawyer for Olde Port Properties and threatened to sue the City of Portsmouth for \$5,000,000 for violation of civil rights because the city objected to the condominium development planned at the time by Olde Port. The city ultimately accepted the condo development (in contravention of prevailing requirements) in exchange for the transfer of the subject parcel to the city. I am unaware that Mr. McEachern fought for any party other than his client in this particular matter.

If the city wishes to honor Mr. McEachern for other reasons, I have no objections. But it seems prudent to invite the neighboring residents to participate in any process that affects the plans for the neighborhood park.

Thank you,  
Nick Ciani

includeInRecords: on

Engage: Submit

-----  
REMOTE\_ADDR: 72.65.102.74

**From:** [Keith Wilkinson via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Pools and kids  
**Date:** Saturday, August 22, 2020 7:34:36 AM

---

Below is the result of your feedback form. It was submitted by  
Keith Wilkinson (kwilk.works@gmail.com) on Saturday, August 22, 2020 at 06:34:34

-----  
address: 62 winter street

comments: The outdoor pool has been fantastic this summer. The efficient online reservations, warm water, and generous space made it an easy and safe place to go.

I wonder why it is closing early. I also hear rumors that the indoor pool won't open until 2021. Do you know that Portsmouth and the region have kid swim teams with no place to swim? Real school is not happening anytime soon. Are we giving up too easy on our kids again?

The outdoor pool offers abundant space for many kids to lap swim without being close to each other. The warm water is there now and the lifeguards probably have nothing to do for the next many weeks. Has someone considered contacted the Portsmouth Swim Team (and perhaps other regional teams) and asked them if they'll come?

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 104.129.179.184

**From:** [Michael Rodríguez Torrent via FormMail.com](#)  
**To:** [Mayor Becksted](#); [CC - Splaine](#); [cc McEachern](#); [CC-Peter Whelan](#); [CC - Cliff Lazenby](#); [CC - Kennedy](#); [CC - Huda](#); [CC-John Tabor](#); [CC-Paige Trace](#); [City Council](#); [CityCouncil Clerk](#)  
**Subject:** Protected bike lanes are safer than the alternative  
**Date:** Tuesday, August 18, 2020 6:38:50 PM

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Below is the result of your feedback form. It was submitted by Michael Rodríguez Torrent (mrtorrent@gmail.com) on Tuesday, August 18, 2020 at 17:38:48

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address: 197 Madison St, #3

comments: Councillors,

I am appalled at some of the poorly thought-out comments regarding the Middle Street bike lanes and the recent “dooring” accident. To those of you who propose that the bike lanes should be next to live traffic instead of the sidewalk: it is much safer for a cyclist to be knocked to the sidewalk than knocked into the road, where they can be hit by a car.

I myself have experienced this: when I lived in Tempe, AZ, I was in a bike lane between parked cars and traffic, when the driver of a car opened his door directly in front of me without looking. It sent me flying over the handlebars and out into the street. Luckily, there wasn't a car coming at that moment, and I walked away with minor injuries, but it's not hard to imagine how that could have gone much worse.

A ton of research and extensive engineering and design work has been done around the country and all over the world to make bike lanes safer. I see people saying things that don't take this into consideration at all, and I beg you to use some of the recommended designs and studies that are available online to form a considered opinion, instead of drawing only on your own personal experience.

Here are the results of the studies I could find on protected bike lanes. These are just ones done in the US -- many more have been done internationally. They all find that they significantly reduce fatalities and major injuries: <https://usa.streetsblog.org/2019/05/29/protect-yourself-separated-bike-lanes-means-safer-streets-study-says/> <https://aashtojournal.org/2019/08/16/ihs-study-street-level-protected-bike-lanes-need-improvements/> <https://peopleforbikes.org/blog/the-first-major-academic-study-of-protected-bike-lanes-in-the-u-s-is-out/>

Portsmouth's current parking-protected bike lanes are not perfect, but they are significantly safer than having cyclists between parked cars and traffic. Please work on improved protected lanes, not going backwards and putting cyclists at fatal risk.

Thank you,  
Michael

includeInRecords: on

Engage: Submit

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REMOTE\_ADDR: 73.186.74.94



780 N. Commercial Street  
P.O. Box 330  
Manchester, NH 03105-0330

Erik Newman  
Senior Counsel

603-634-2459  
Erik.newman@eversource.com

August 11, 2020

Portsmouth City Council  
1 Junkins Avenue  
Portsmouth, NH 03801

**Re: REQUEST TO NAME AN UNNAMED PRIVATE ROAD AND ASSIGN 911  
NUMBERING TO THE IMPROVEMENTS ACCESSED THEREFROM**

Dear Councilors:

This request is submitted on behalf of Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), owner of Portsmouth Assessor parcel 214-3 and assented to by the undersigned GSP Schiller LLC as owner of parcels 214-2 and 214-1 (collectively, herein "the Parties"). The Parties own improvements located on the aforementioned parcels (Tax Map 214 enclosed as Exhibit 1) that are accessed from a presently unnamed private road that is located upon lots 214-3, 214-2 and 214-1, the location of which is highlighted on the attached GIS aerial image (Exhibit 2) and depicted in more detail on the enclosed Easement Plan for Schiller Station prepared by Meridian Land Services, dated Sept. 14, 2107 and recorded as Plan D-40580 (Exhibit 3).

Said private road serves as the access point to various utility improvements owned and operated by the Parties and identified in the list below and whose location is highlighted on the Attached Exhibit 4. Notwithstanding that access is from the private road, those improvements all presently have addresses on Gosling Road. This creates challenges for emergency response, which is further complicated because several of the improvements are located on the same parcel. The Parties wish to resolve this confusion and facilitate emergency response by naming the private road and assigning the below identified improvements with individual 911 street numbers, whose location are highlighted in the attached Exhibits 4a (Eversource Facilities) and 4b (GSP Schiller LLC Facilities).

Eversource Facilities

Portsmouth Substation (parcel 214-3, presently addressed 300 Gosling Road)  
Resistance Substation (parcel 214-1, presently 400 Gosling Road)

GSP Schiller LLC Facilities

The Red Building (parcel 214-2, presently 280 Gosling Road)  
NT Tank Farm (parcel 214-2, presently 280 Gosling Road)  
Wood Yard Building (parcel 214-2, presently 280 Gosling Road)  
SR Tank Farm (parcel 214-2, presently 280 Gosling Road)

Note that the so-called Schiller Station, being the power plant located on parcel 214-1 would

retain its current address of 400 Gosling Road. Also, the so-called Schiller Substation, located on parcel 214-3 (location noted on Exhibit 4), would retain its address of 300 Gosling Road.

The State of New Hampshire Division of Emergency Services and Communications has confirmed that assigning separate 911 street numbers to different improvements located on the same parcel such as is being requested, is consistent with the State's Addressing Standards Guide, in pertinent part Section 10 (See attached email dated 3/25/20 from E911 Field Representative Kenny-Lynn Dempsey, Exhibit 5).

The Parties propose that the private road be named Jacona Road, after the generating stations ship "Jacona" which used to be stationed in the river adjacent to the Resistance Substation (See Photos - Exhibit 6).

Thank you for your consideration of this request. Please let me know if you have any questions.

Sincerely,



Erik Newman  
Senior Counsel

Assented to by:

GSP Schiller LLC



Name: JAMES S. ANDREWS

Title: PRESIDENT

Cc: James McCarty, GIS Manager City of Portsmouth

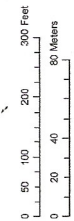
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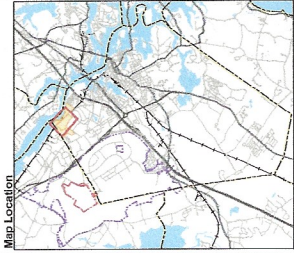
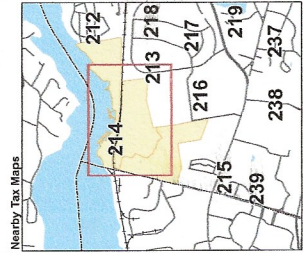
Exhibit 1

**Partial Legend**

- See this cover sheet for the complete legend.
- 7-5A Lot or building number
- 2.06 ac Parcel area in acres (ac) or square feet (sf)
- 213.07 Parcel number
- 213.07 Parcel number on a neighboring map
- 318.51 Parcel lot dimension
- SHIMS AVE Street name
- Parcel/Parcel boundary
- Parcel/NOI boundary
- Water boundary
- Structure (1994 data)
- Parcel covered by this map
- Parcel from a neighboring map (see other map or contact assessor)



This map is for assessment purposes only. It is not intended for legal description or conveyance. Parcels are mapped as of April 1. The map shows current data and may not represent current structures. Streets appearing on this map may be paper (unbuilt) streets. Parcel numbers are address cover addresses (unbuilt addresses). Address numbers shown on this map may not represent posted or legal addresses.



Portsmouth, New Hampshire  
2019  
**Tax Map 214**

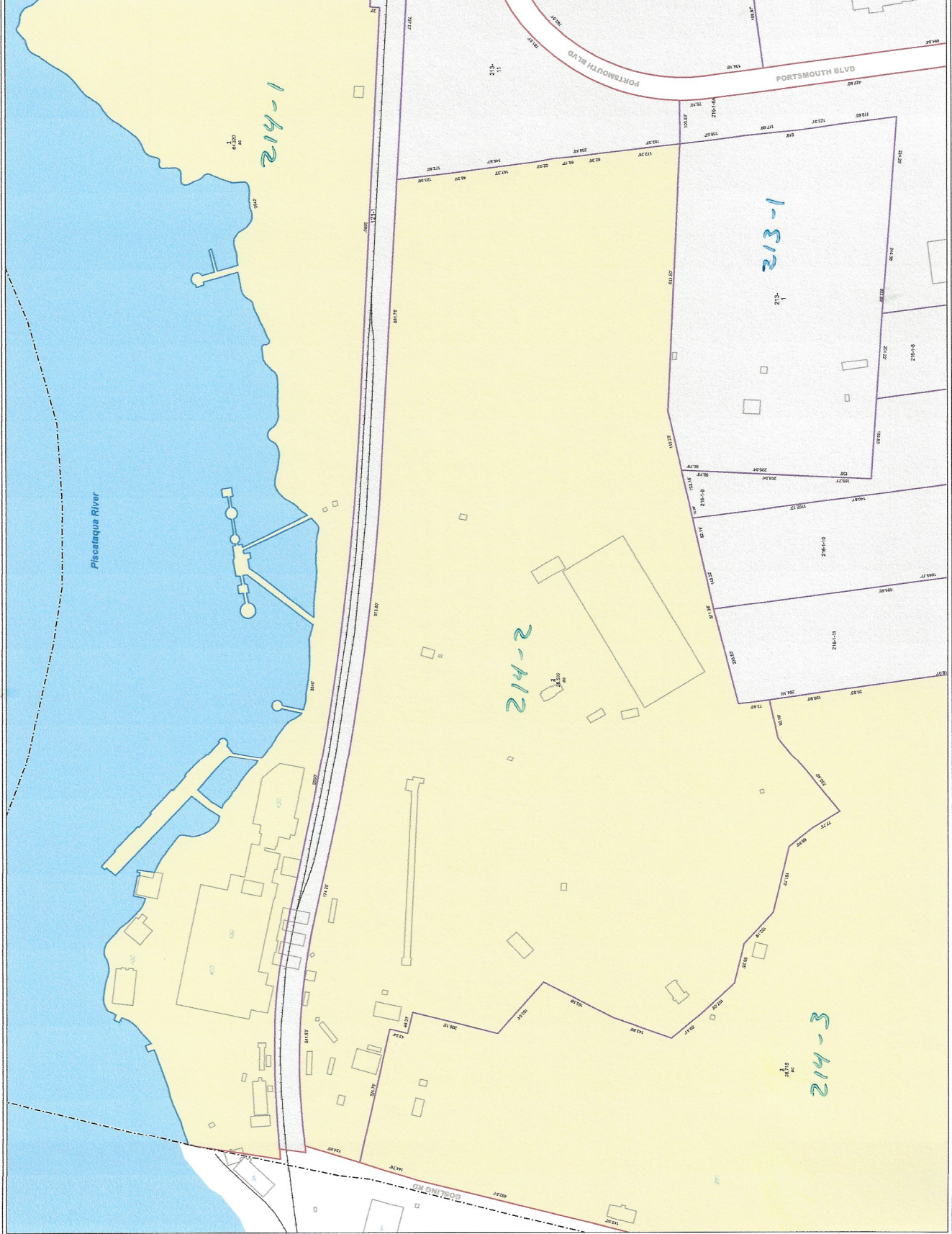


Exhibit 2



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

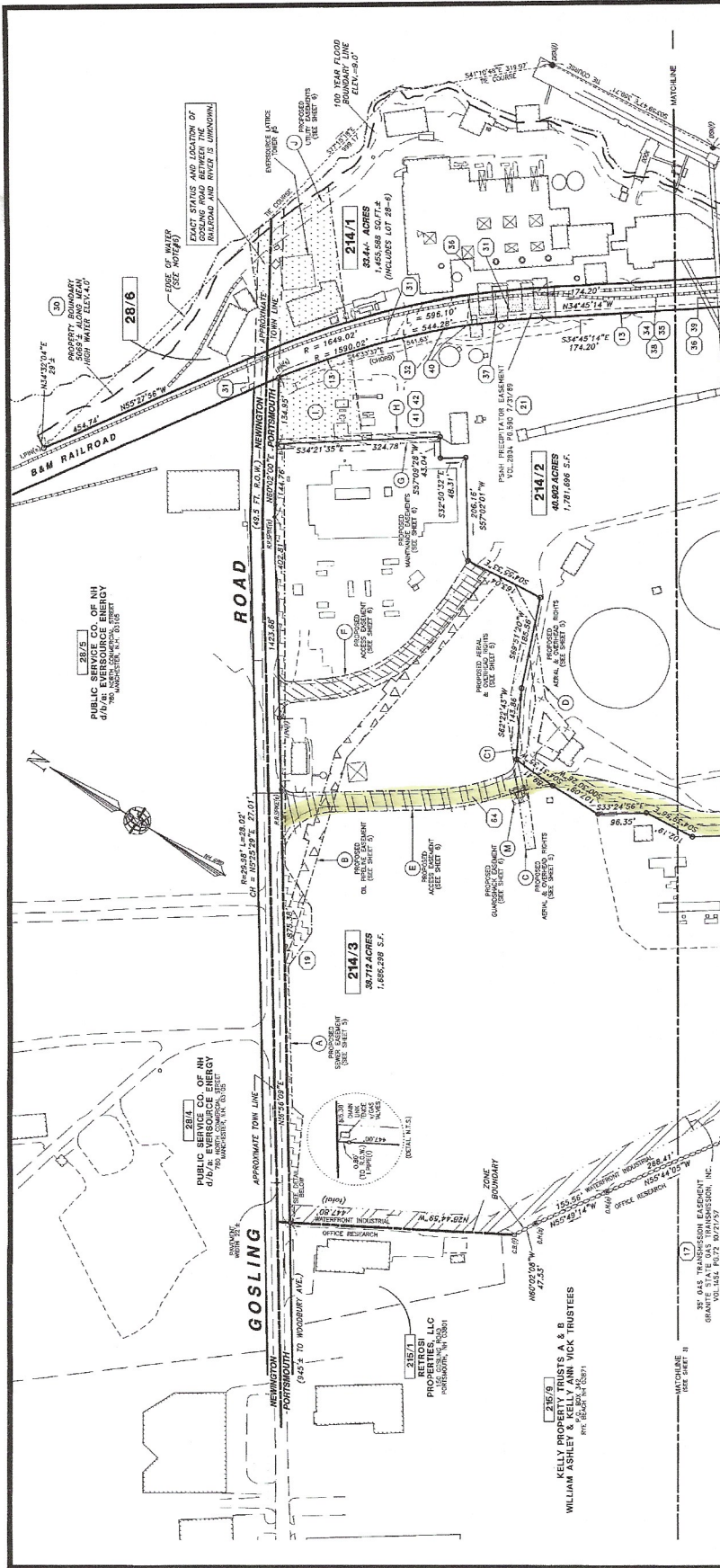
City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 4/1/2019  
Data updated 7/17/2019

Exhibit 3



3/10/2017 2:28 PM 3:04



EASEMENT PLAN  
 PREPARED FOR:  
**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**  
 d/b/a/ EVERSOURCE ENERGY  
**SCHILLER STATION**  
 TAX MAP 214 LOTS 1, 2 & 3 AND TAX MAP 213 LOT 11  
 GOSLING ROAD & PORTSMOUTH BLVD., PORTSMOUTH, N.H.  
 & TAX MAP 28 LOT 6, GOSLING ROAD, NEWINGTON, N.H.  
 SCALE: 1" = 100'  
 SEPTEMBER 14, 2017

**MERIDIAN**  
 LAND SERVICES, INC.  
 ENGINEERING, SURVEYING, PERMITTING,  
 SOIL & WATER TESTING, LEPTIC DESIGN  
 3100 NARRAGANSETT AVENUE, SUITE 1000  
 PORTSMOUTH, NH 03801  
 TEL: 603-477-1444  
 FAX: 603-477-1445  
 PROJECT NO.: 3358-10 SHEET NO.: 2 OF 8

**GENERAL NOTES:**  
 1. THIS SURVEY IS A PART OF A SUBDIVISION  
 PLANNING TO THIS TITLE AND THAT THE LINES OF STREETS  
 AND ALIENS SHOWN ARE NOTS OF PUBLIC AND PRIVATE  
 RIGHTS. THE LINES OF STREETS AND ALIENS SHOWN  
 NEW WAYS ARE SHOWN (REF. 87616.00 & 87617.00).  
 DATE: 12/14/17

- LINE SYMBOL AND ABBREVIATION LEGEND:**
- 20-9 CONCRETE CURB
  - 3-3-1 CONCRETE BOARD
  - 4-4-1 FORM PIPE OR PIP
  - 5-5-1 ROSE IN STONE
  - 6-6-1 ROAD
  - 7-7-1 SET
  - 8-8-1 INDICATES PROPOSED EASEMENTS
  - 9-9-1 INDICATES EASEMENTS LOCATIONS OF
  - 10-10-1 INDICATES EASEMENTS OF
  - 11-11-1 ON SHEET NO. 1
  - 12-12-1
  - 13-13-1
  - 14-14-1

- SYMBOL AND ABBREVIATION LEGEND:**
- 15-15-1 SUBJECT TO MAP 207
  - 16-16-1 ADJACENT TO MAP 207
  - 17-17-1 ADJACENT TO MAP 207
  - 18-18-1 RIGHT OF WAY LINE
  - 19-19-1 BOUNDARY LINE
  - 20-20-1 EASEMENT LINE
  - 21-21-1 HIGH WATER (SEE SHEET 20)
  - 22-22-1 HIGH WATER (SEE SHEET 20)
  - 23-23-1 EDGE OF ROAD
  - 24-24-1 EDGE OF DRAIN
  - 25-25-1 FUTURE WALL
  - 26-26-1 FUTURE TRAIL

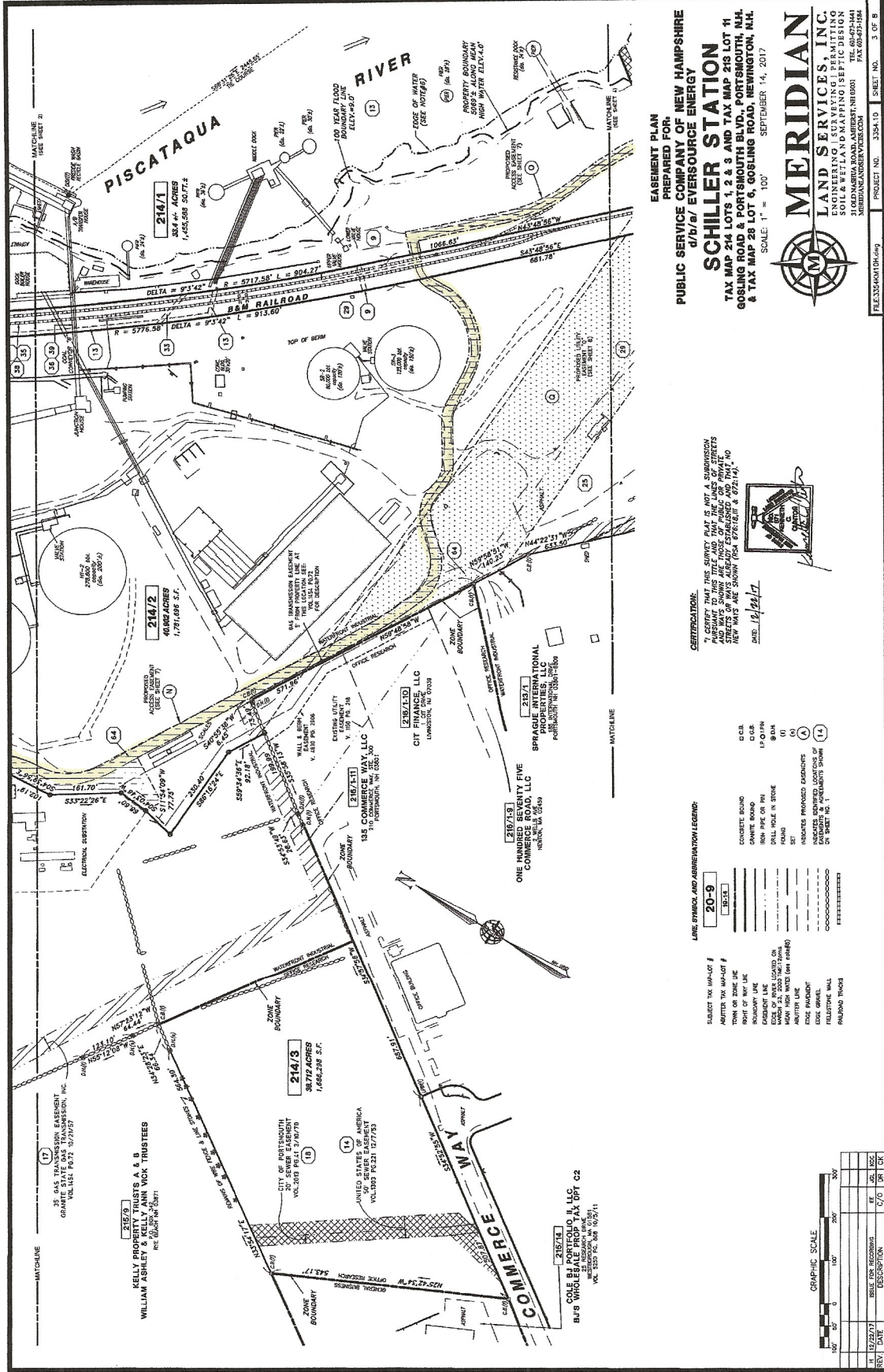
GRAPHIC SCALE

REV.	DATE	DESCRIPTION	C/O	DK
1	12/22/17	ISSUE FOR RECORDING	EL	JLS, KOS

D-40580 Sheet 2 of 8

11/18/15 15:54:23 2017/12/28 10:18 AM BY JLS

2017 DEC 22 PM 3:04



**EASEMENT PLAN**  
**PREPARED FOR:**  
 PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE  
 615/B/B/ EVERSOURCE ENERGY

**SCHILLER STATION**  
 TAX MAP 214 LOTS 1, 2 & 3 AND TAX MAP 215 LOT 11  
 GOSLING ROAD & PORTSMOUTH BLVD., PORTSMOUTH, N.H.  
 & TAX MAP 28 LOT 6, GOSLING ROAD, WENNINGTON, N.H.

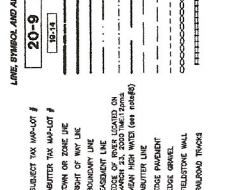
SCALE: 1" = 100'  
 SEPTEMBER 14, 2017



D-40580 Sheet 3 of 8

**CERTIFICATION:**  
 I, [Name], being duly sworn, certify that this survey was made in accordance with the laws and regulations of the State of New Hampshire, and that the same is a true and correct representation of the facts as found by me or by those acting under my authority. My commission expires on [Date].

- LINE SYMBOLS AND ABBREVIATION LEGEND:**
- SUBJECT TAX MAP 11
  - ADJACENT TAX MAP 12
  - TOWN OR ZONE LINE
  - RIGHT OF WAY LINE
  - BOUNDARY LINE
  - EASEMENT LINE
  - ADJUTANT LINE
  - EDGE OF WALL
  - PERMANENT WALL
  - PERMANENT TOWER
- CONCRETE BOUNDARY**
- SETBACKS PROPOSED EXISTENTS**



REV'T	DATE	DESCRIPTION	C/O	UNR	CHK
1	12/22/17	ISSUE FOR RECORDING			

18-10135-1558410-2356-00001-402





# Exhibit 4a

City of Portsmouth, NH

March 25, 2020



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

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

Geometry updated 4/1/2019  
Data updated 7/17/2019

*Exhibit 46*



Exhibit 5

**NEWMAN, ERIK R**

---

**From:** Dempsey, Kenny-Lynn <Kenny-Lynn.Dempsey@dos.nh.gov>  
**Sent:** Wednesday, March 25, 2020 10:17 AM  
**To:** NEWMAN, ERIK R  
**Subject:** Portsmouth - Schilling Power Plant addressing recommendation  
**Attachments:** Addressing Standards - revised 02152017.pdf

**EVERSOURCE IT NOTICE – EXTERNAL EMAIL SENDER \*\*\*\* Don't be quick to click! \*\*\*\***

Do not click on links or attachments if sender is unknown or if the email is unexpected from someone you know, and never provide a user ID or password. Report suspicious emails by selecting 'Report Phish' or forwarding to [SPAMFEEDBACK@EVERSOURCE.COM](mailto:SPAMFEEDBACK@EVERSOURCE.COM) for analysis by our cyber security team.

---

Good morning Erik:

Per our conversation this morning, the Division of Emergency Services and Communications does not have an issue with a single parcel having more than one address.

The addressing recommendation from the Division of Emergency Services and Communications is that communities should refrain from assigning an address that is already in use when there are multiple buildings on the same parcel. Although the standard refers to buildings, the standard actually refers to any addressable structure. Page 10 of the attached Addressing Standards Guide.

Respectfully,

*Kenny-Lynn Dempsey*

E9-1-1 Field Representative  
Data Operations Unit

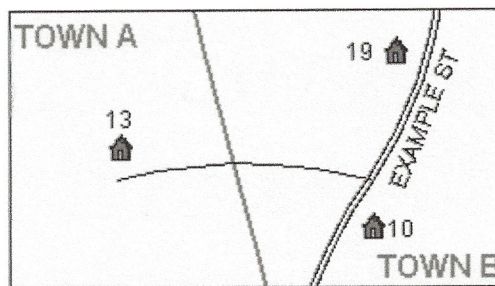
State of New Hampshire  
Division of Emergency Services and Communications  
50 Communications Dr  
Laconia, NH 03246

603-527-2069  
603-856-5379 (Cell)  
603-527-2073 (fax)  
[Kenny-Lynn.Dempsey@dos.nh.gov](mailto:Kenny-Lynn.Dempsey@dos.nh.gov)



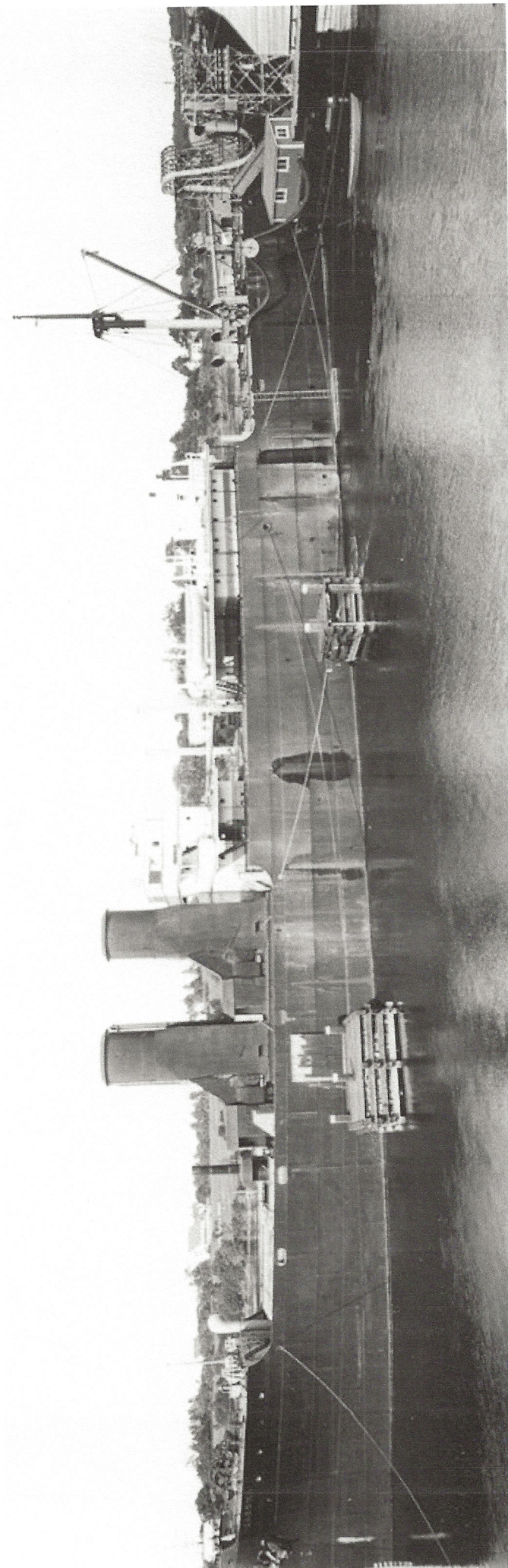
*Please note that my email address has changed from [KDempsey@E911.NH.gov](mailto:KDempsey@E911.NH.gov) to [Kenny-Lynn.Dempsey@dos.nh.gov](mailto:Kenny-Lynn.Dempsey@dos.nh.gov). Thank you!*

- Structures accessed from semicircular driveways are addressed at the midpoint between the two driveway accesses, assuming that there are no buildings or buildable lots between the structure being addressed and the road.
- Structures should be addressed from the municipality where the building is located, even if the driveway access point falls in a neighboring municipality. In these cases, the structure will receive a street address consistent with the addressing system in use by the municipality where the access point is located.
  - Exception: If the road name used by the neighboring municipality is duplicate or similar sounding to any of the issuing municipality's road names, the driveway that provides access to the structure should become a named road and the structure should be addressed off the newly named driveway.



- Individual structures within campgrounds will be considered addressable if the structure is independent of the main office or building, or the structure is left at a site year round.
- Addresses should not contain either fractional numbers or letters. Addresses containing either of these should be reassigned a numeric address.
- Communities should refrain from assigning an address that is already in use even when there are multiple buildings on the same parcel.

Exhibit 6







Jacobs Wharf and Mooring



# CITY OF PORTSMOUTH

## Assessors Office

Municipal Complex  
1 Junkins Avenue  
Portsmouth, New Hampshire 03801  
Tel: (603) 610-7249 – Fax: (603) 427-1579

To: Karen S. Conard, City Manager  
From: Verna E. Sharpe, Deputy Assessor  
CC: Rosann Lentz, City Assessor  
Date: July 2, 2020  
RE: City Council Referral- Request of Restoration of Involuntarily Merged Lots to pre-merger status at 1240 Islington Street

At its meeting on June 15, 2020, the City Council considered a request from Jeremy Conte, requesting the restoration of involuntarily merged lots at 1240 Islington Street to their pre-merger status pursuant to NH RSA 674:39-aa. The Council voted to refer to the Assessor for report back.

### Description

The subject parcel is depicted on the attached tax map copies from the years 1927, 1956, 1960's, 1990 and 2019. In 1927 and 1956, there are no lot #'s. In 1960's the lot numbers were 5 and 6 on map 56, 1990 had lot 7 on map 33 and in 2019 it is lot 7 on map 233.

### Assessor's Findings

Deeds: According to the deeds going back to 1947, the land is described as 2 separate lots on the same deed and referred to as Lot 14 and Lot 16 on a plan recorded as book 563, page 481.

Warrant Lists: The 1961 Warrant List shows the lots billed separately. Then in 1969-1972 and 1983, they are billed as one lot

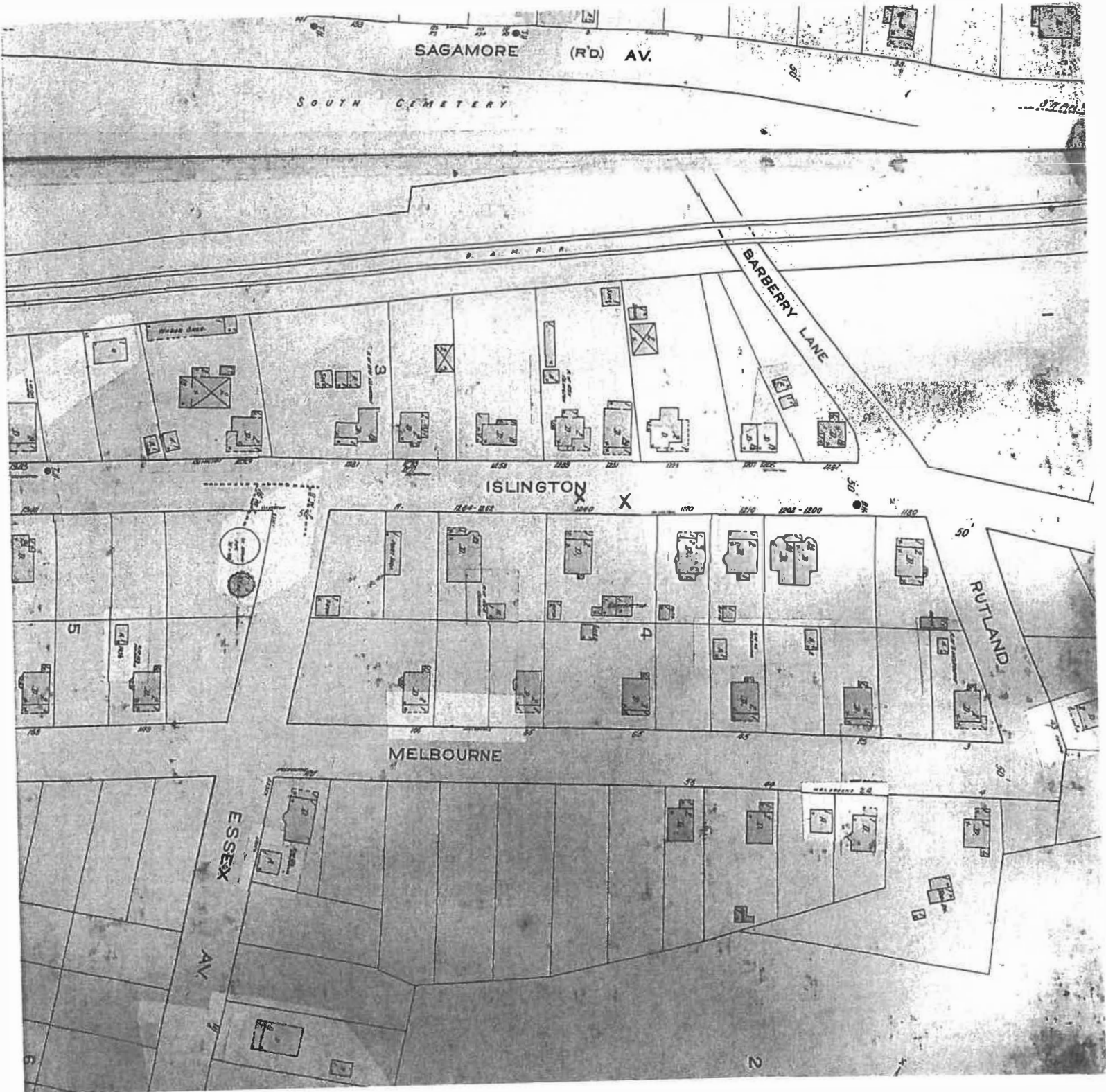
Property Record Cards: The property record cards on file show they were assessed as separate lots from 1953 to 1971. Property record cards after 1971 show the lots are assessed as one lot.

Tax Maps: The 1927 and 1956 tax maps appear to show the lot as a single lot. In 1960 they are depicted as separate lots, but in 1990 to the present they are depicted as a single lot.

### Summary

While the tax maps appear to go back and forth from single lot to separate lots and back to a single lot, based on the assessment records and the warrant lists, it would appear at some point after 1971, the lots were merged. It is unknown by the Assessor's Office if the merger was requested by the taxpayer at the time or if it was involuntary. The Assessor's office has found no record of a request from any of the current or prior owners to merge the lots and its findings are consistent with those of Attorney Bernard W. Pelech's in his letter to the Mayor and City Council dated April 21, 2020.

Cc: file  
Enclosures: 5



# 1956 Tax Map

page 30

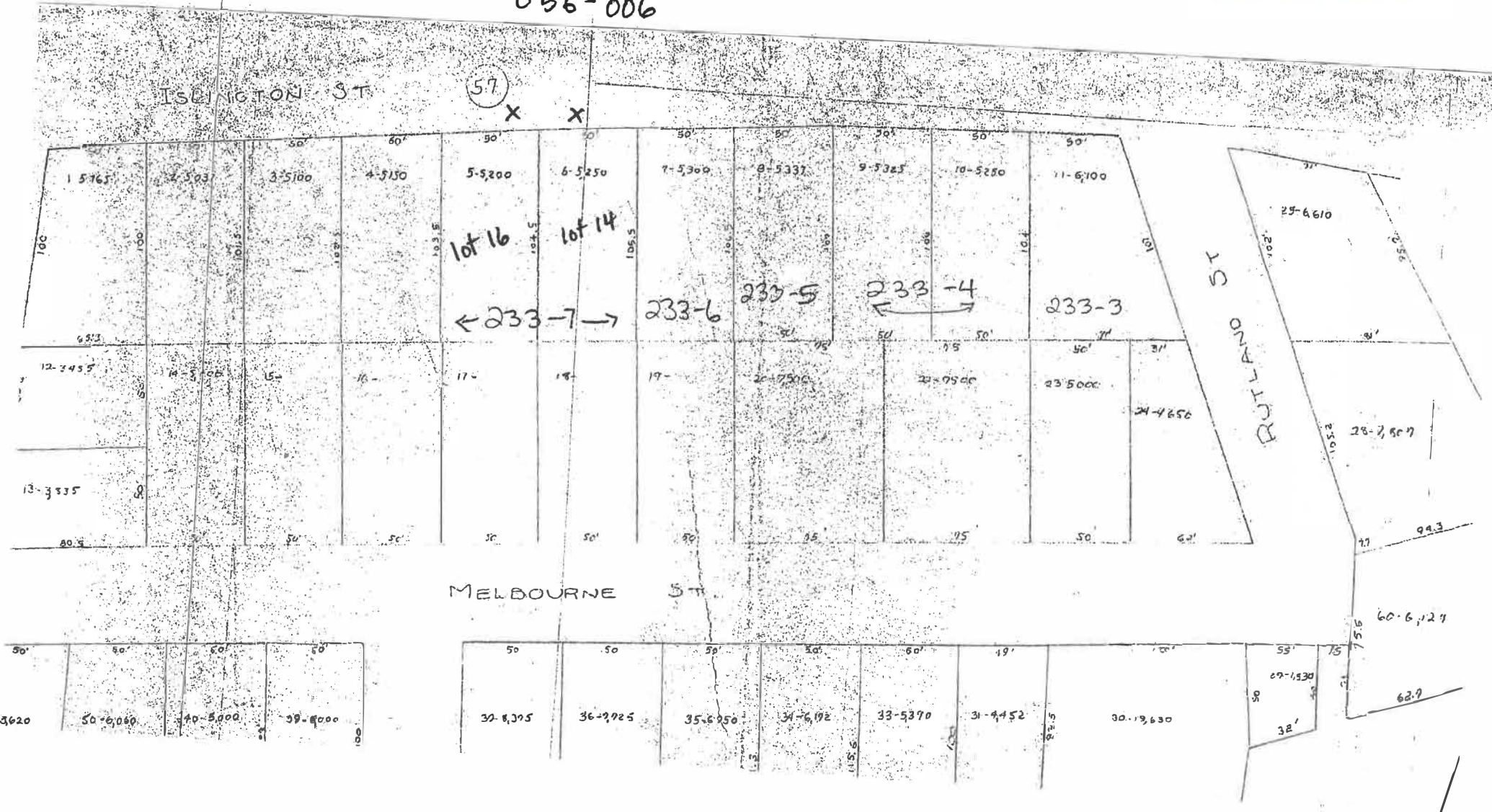


MAINE & N.H. INTERSTATE HWY

1960's Map 56

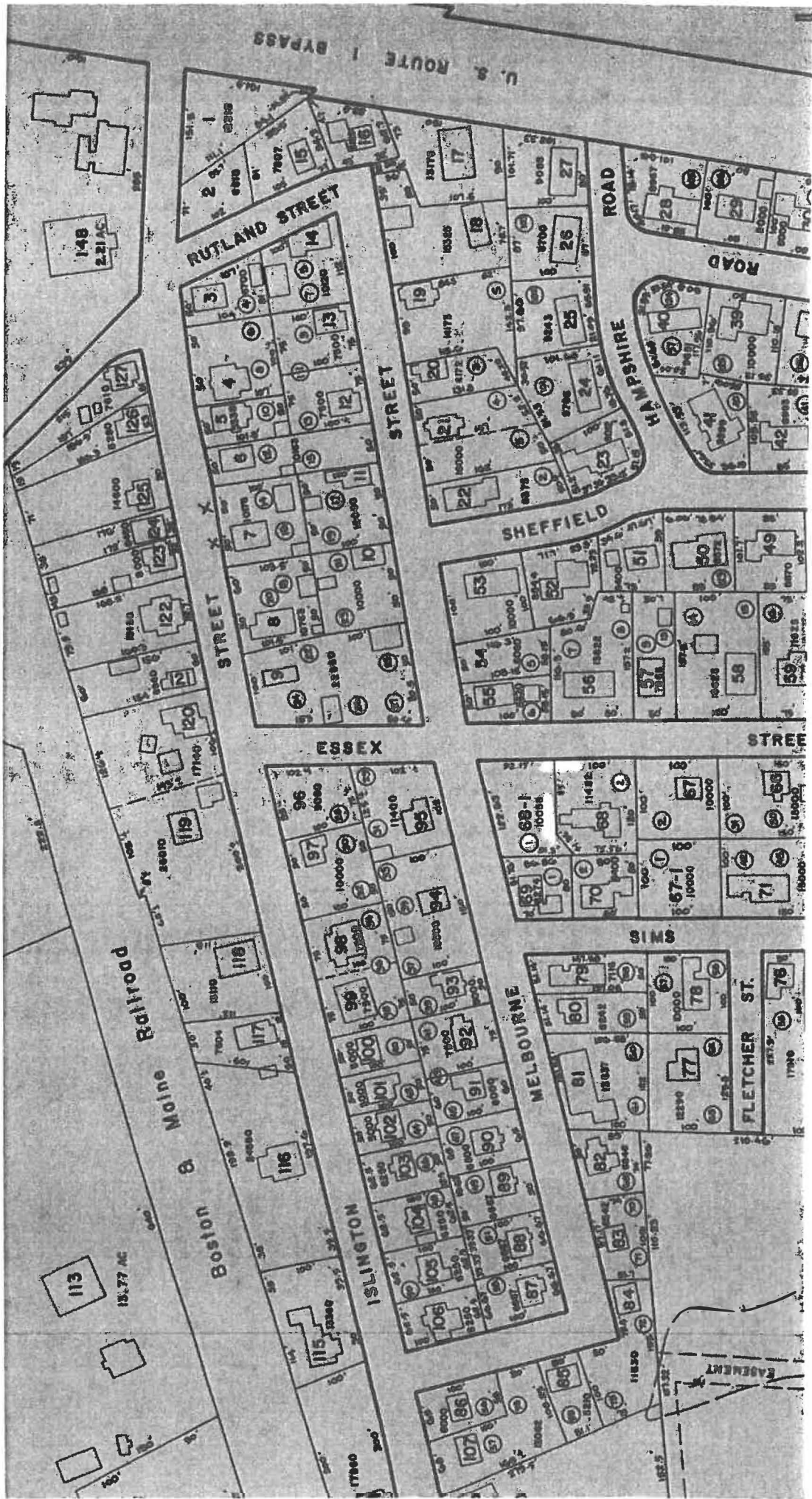
old M/L  
056-005  
056-006

CM Action Item #7



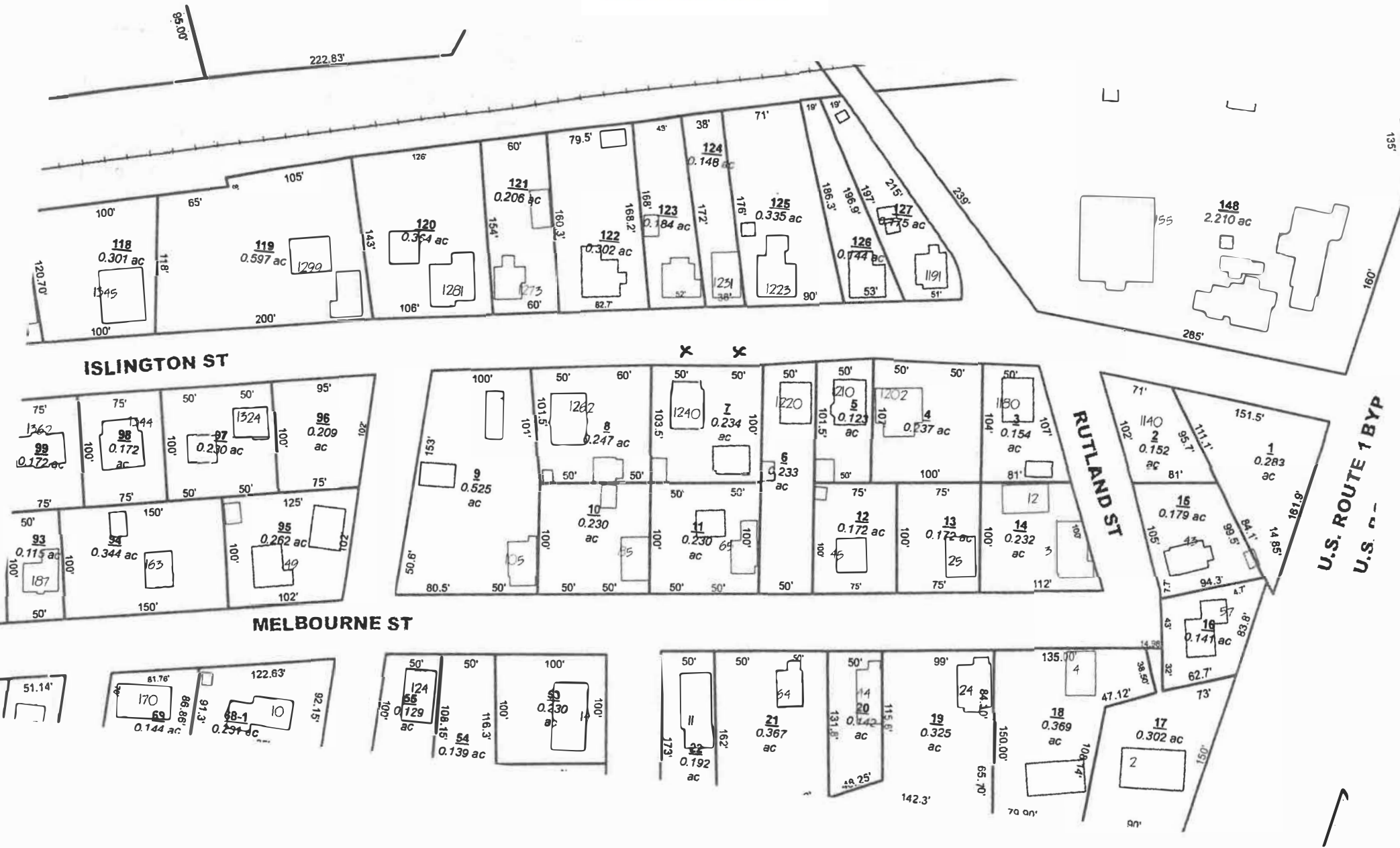
1990 Map 3:

CM Action Item #7



2019 Map 233-7

CM Action Item #7



**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**

April 21, 2020

Mayor Richard Becksted and  
City Council Members  
City Hall  
1 Junkins Avenue  
Portsmouth, NH 03801

**John K. Bosen**  
Admitted in NH & MA

**Christopher P. Mulligan**  
Admitted in NH & ME

**Molly C. Ferrara**  
Admitted in NH & ME

**Bernard W. Pelech**  
Admitted in NH & ME

**RE: Unmerger of Lots**  
**1240 Islington Street, Portsmouth, NH**  
**Tax Map 233, Lot 7**

Dear Mayor Becksted and City Councilors:

This office represents Jeremy Conte, owner of the property at 1240 Islington Street.

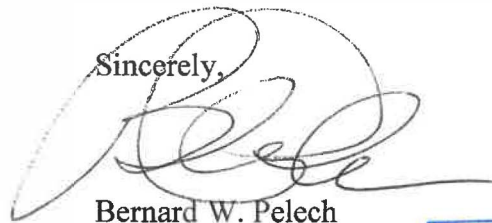
On behalf of Mr. Conte I would respectfully request that the two lots which he acquired on December 19, 2019 be unmerged pursuant to NH RSA 674:39 aa, as they were involuntarily merged by the City of Portsmouth prior to September 18, 2010.

Enclosed herewith are all deeds for the two lots from 1899 to the present. Also enclosed is the recorded Sugden Brothers Plan from 1899 showing the two lots (14 + 16) which are presently owned by Mr. Conte.

My extensive research reveals that there has been no voluntary merger of these two lots by Mr. Conte or any of his predecessors in title.

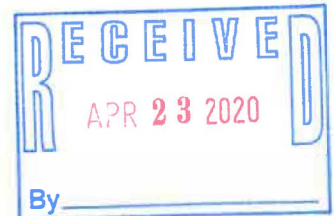
As such it is requested that the two lots presently shown on Lot 7 on Tax Map 233 be unmerged as the requirements for unmerger set forth in NH RSA 674:39 aa are met.

Sincerely,



Bernard W. Pelech

BWP/sdm  
Enclosures  
CC: Juliet Walker, Portsmouth City Planner  
Robert Sullivan, Portsmouth City Attorney







## CITY OF PORTSMOUTH

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

Karen S. Conard  
 City Manager

**Date:** August 25, 2020  
**To:** Honorable Mayor Becksted and City Council Members  
**From:** Karen S. Conard, City Manager *KSC*  
**Re:** Middle Street Bike Lanes – Report Back for City Council August 31, 2020 Meeting

At the August 17 City Council meeting, the Council voted to request a report back on the Middle Street / Lafayette Road Bike Lanes and questions raised in relation to a recent crash in which a bicyclist was hit with the door of a vehicle parked next to the bike lane.

As no accident report was prepared at the time of the injury, the City is unable to report back on any specifics related to the circumstances of the crash. However, staff has outlined a few potential design modifications at the location of the recent crash to improve overall performance of the bike lane design for traveling motorists, parked motorists, and bicyclists. We have also provided a summary of some of the statistics we have been tracking since the bike lanes were implemented. Finally, in response to suggestions by Councilors to eliminate or substantially modify the bike lane design, we have outlined the process for seeking NHDOT approval.

As a follow-up to the safety questions submitted by Councilor Huda at the August 18, 2020 Council meeting, staff would refer Council members to the memo dated May 5, 2020 that was submitted to the Parking and Traffic Safety Committee and subsequently to the City Council, which is provided in this packet for the Council's reference. Included in that memo are responses to most of the public comments that Councilor Huda listed.

### 1. BIKE LANE STATISTICS

#### Traffic Crashes

The Police Department has compiled the data on the number of crashes reported on Route 1 (Middle Street and Lafayette Road) in the area where the bike lanes were installed. This report included ALL crashes reported, regardless of circumstances or cause (i.e. these are not crashes related to the bike lanes necessarily).

Installation of the bike lanes was completed at the end of September 2018, therefore staff had previously requested that the Police run reports comparing crash data for the year immediately prior to the bike lanes being installed (October 1, 2017 to October 1, 2018) with the year after they were installed (October 1, 2018 to October 1, 2019). The most recent report includes crash data from October 2019 to August 11, 2020.

**Pre-Bike Lanes:** Between October 1, 2017 and October 1, 2018 the total number of accidents reported for that area was 26.

- Of those 26 accidents 3 involved personal injury and 6 had less than \$1,000 worth of damage.
- At there has been an overall decrease of 1 to 2 miles per hour in average vehicle travel speeds since the installation of the bike lanes and posts. The staff has also compared average travel speeds with and without the delineator posts and the indication has been that removal of the posts results in a 1 to 2 mile per hour increase in travel speeds (back to pre-bike lane conditions). The results of the most recent speed study conducted at Aldrich Road, from August 12 to August 19, 2020, indicated average speeds of 29 mph and 85<sup>th</sup> percentile speeds of 33 mph. 1 of the personal injury accidents was located at the intersection of Middle Road and Middle Street and the other 2 occurred at Lafayette Road and South Street, and none involved bicyclists or pedestrians.

**Bike Lanes – Year 1:** Between October 1, 2018 and October 1, 2019 the total number of accidents for that same area was 25.

- Of those 25 accidents, 2 involved personal injury and has less than \$1,000 worth of damage.
- 1 of the personal injury accidents was located at the intersection of Middle Street and Aldrich Road and the other occurred at Middle Street and Cass Street, and none involved bicyclists or pedestrians.
- 7 of the accidents occurred during the 5-month period when the flex post delineators were installed, the remaining 18 occurred during the 7-month period between late November 2018 and early July 2019 when the flex posts were not installed.

**Bike Lanes – Year 2:** From October 1, 2019 to August 21, 2020 the total number of accidents for that same area was 12.

- Of those 12 accidents, 5 involved personal injury.
- 3 accidents occurred at the intersection of Lafayette Road and South Street.
- 2 accidents occurred at the intersection of Lafayette Road and Andrew Jarvis Drive.
- 2 accidents were related to the bike lane. Only one involved a cyclist and that was the recent dooring accident. The other was a collision with a parked car between Cass Street and Aldrich Road.

### Bicycle Counts

City staff has conducted spot counts at several locations along the bike lanes. This year, spot counts were only conducted at the intersection with Aldrich Road, as it represents a location in the middle of the most residential section of the bike lane, and there are several previous counts at that location with which to compare.

- **This year's** count during the last week of July revealed a daily total of 119 bicycles using the bike lanes between the hours of 6 AM and 8 PM, for an average of **8.5 bicycles per hour**.

- **Previous years'** counts at the same location, revealed an average **2.4 to 7.7 bicycles per hour**. The previous years' peak of 7.7 occurred in June, typically a peak month of bike usage.
- During the **last week of July in 2019**, the average number of cyclist was observed at **5.1 cyclists per hour**.

So the number of cyclists using the bike lanes has increased significantly over previous years.

In addition to the spot counts, the traffic signal at the intersection of Lafayette Road and South Street began collecting data on bike lane usage in March of this year on a 24/7 basis. The data from that location show an average daily number of bicyclists of 40 to 50 per day since late May of this year. The counts at this location are likely lower than at Aldrich Road as it is not as densely residential as the section at Aldrich Road.

### Motor Vehicle Speeds

As injury potential increases for pedestrians, bicyclists, and motor vehicles as vehicle speeds increase, one way to gauge overall safety is to review changes in traffic speeds. Vehicle speeds vary along the corridor, but in general the data has shown that there has been an overall decrease of 1 to 2 miles per hour in average vehicle travel speeds since the installation of the bike lanes and posts. The staff has also compared average travel speeds with and without the delineator posts and the indication has been that removal of the posts results in a 1 to 2 mile per hour increase in travel speeds (back to pre-bike lane conditions). The results of the most recent speed study conducted at Aldrich Road, from August 12 to August 19, 2020, indicated average speeds of 29 mph and 85<sup>th</sup> percentile speeds of 33 mph.

## **2. SAFETY IMPLICATIONS FOR CRASH INVOLVING BICYCLIST AT START OF BIKE LANES**

While any crash and injuries incurred by a bicyclist in the bike lane is cause for concern, staff does not by extension conclude that the bike lane design is faulty or unsafe. While we do agree that the condition of the bike lane could be greatly improved in some locations, these are conditions derived from pavement condition, debris or other obstacles in the bike lane, and maintenance (e.g. fading paint lines) and not to the bike lane design. The bike lane was designed to reduce the likelihood for dooring by providing a 2' to 3' striped buffer between the parking spaces and the bike lane. However, motorists are still responsible for parking within the designated parking spaces and checking for bicyclists and cars before opening their doors.

Whether the car was parked in a legal spot as originally suggested or in the striped no-parking area as the injured bicyclist reported to the Herald, opening a door into a traveling bicyclist (or "dooring") is a violation-level traffic offense. Motorists can still be breaking the law even when their vehicles are not in motion. NH RSA 265:96 states: "No person shall open the door of a vehicle on the side available to moving traffic unless and until it is reasonably safe to do so and can be done without interfering with the movement of other traffic." In this case the passenger's side was also "available to moving traffic" in the bicycle lane. Bicycles are vehicles and therefore traffic under state law.

The bike lane was reviewed and approved at multiple levels and at multiple stages in the design, engineering, and construction of the project by qualified and certified transportation engineers including the City's Parking and Transportation Engineer, the project engineers from GPI, and the NHDOT's own

Bureaus of Planning and Community Assistance, Highway Design, Traffic, as well as the Office of Federal Compliance.

### **3. CONSIDERATIONS FOR MINOR ADJUSTMENTS AT START OF SOUTHBOUND BIKE LANE**

As stated above, staff does not conclude the bike lane design is faulty or unsafe. However, there are some potential minor design modifications that could be considered at the location of the recent crash to improve overall performance of the bike lane design for traveling motorists, parked motorists, and bicyclists. Two of these would require minor adjustments to the bike lane striping and parking lines. Staff would be happy to provide more details on these options if there is interest in considering these.

- 1) Start southbound bike lane at Union Street.
- 2) Start bike lane closer to Cabot Street in the no-parking stretch to allow a longer transition zone before the on-street parking starts.
- 3) Reinstall flex posts that were previously removed in the no-parking area at the start of the bike lane to prevent illegal parking and clearly demarcate the start of the bike lane for drivers and bicyclists.

### **4. PROCESS FOR SUBSTANTIAL REDESIGN OF BIKE LANES**

Staff does not agree that there are existing safety concerns that merit a substantial redesign or elimination of the bike lanes. However, if Council is interested in pursuing a substantial change to the bike lanes such as pulling the parking to the curb and/or shortening the length of the protected bike lanes, there is a process that would need to be followed to ensure that the City does not have to return the federal grant funds received for this project.

As has been documented in email exchanges provided to the Council, NHDOT, as the fiscal agent for this project, has an obligation to protect the federal investment in the funds allocated to the City for this project in perpetuity. By extension, the City as recipient of these funds also has an obligation to do the same.

NHDOT staff have indicated that in order for them to consider whether design modifications are merited, the community would need to demonstrate safety, environmental or other concerns about specific design details by completing a review and analysis by a qualified engineer. If after that analysis is completed, there are concerns and engineered options that the City would like the Department to consider, NHDOT has indicated they would be open to discussion about changes that could be made. Staff estimates that the engineering fees associated with conducting this analysis and presenting design modifications would cost the City approximately \$5,000 to \$10,000.

If NHDOT ultimately approves design modifications as described above, the City would then be responsible for the construction costs. It is unlikely any such changes would be able to be implemented until next construction season (spring of 2021).

At the August 18<sup>th</sup> meeting, some Councilors suggested that the bike lane could be temporarily modified by moving the parking to the curb as an interim step while an alternative design plan is being developed. Staff does not agree that such a modification would be feasible or advisable as a temporary measure and is of the opinion that this would be unsafe for both motorists and bicyclists.



CITY OF PORTSMOUTH  
PLANNING DEPARTMENT

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**MEMORANDUM**

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**TO:** KAREN S. CONARD  
**FROM:** JULIET WALKER, PLANNING DIRECTOR *JW*  
**CC:** TODD GERMAIN, FIRE CHIEF  
 MARK NEWPORT, POLICE CAPTAIN  
 PETER RICE, PUBLIC WORKS DIRECTOR  
 ERIC EBY, PARKING AND TRAFFIC ENGINEER  
**SUBJECT:** REPORT BACK ON MIDDLE STREET / LAFAYETTE ROAD BIKE LANES  
**DATE:** 5/5/2020

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On March 12<sup>th</sup>, City staff held a public meeting in City Council Chambers on the Middle Street / Lafayette Road bicycle lanes. The purpose of the public meeting was to provide opportunity for members of the public to share comments, concerns, and suggestions for improvement. Meeting notices were mailed to all property owners along the section of roadway where the bike lanes have been installed.

A follow-up work session with Council was originally scheduled for March 23<sup>rd</sup>, but due to the COVID-19 emergency, this work session was postponed indefinitely. Enclosed with this memo are City staff responses to some of the feedback provided by members of the public in March.

The City typically re-installs our removable on-street bike facilities (e.g. bicycle corrals, flex post bollards, and bike share stations) starting in early May with the arrival of warmer weather and increased bicycling activity.<sup>1</sup> We anticipate there will continue to be demand for bicycle facilities in the City, and we are also anticipating that the social distancing and suspension of many organized sports, as well as ongoing closure of indoor exercise facilities will likely continue for some time. With that in mind, staff is recommending that the City continue to support the ability for residents to partake in passive localized recreation (i.e. bicycling and walking) along our city streets and sidewalks safely and comfortably. This could also help to reduce congestion in our area parks and off-road trails.

After the meeting in March, Public Works Director Peter Rice, Planning Director Juliet Walker, Fire Chief Todd Germain, Police Captain Mark Newport, and Parking and Traffic Engineer Eric Eby met to discuss possible modifications to the bike lanes. Given the current context of the COVID-19 emergency and the anticipated freeze on capital

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<sup>1</sup> The City has temporarily suspended the bike share program due to the COVID-19 emergency.

projects, we unanimously agree that substantial changes to the bike lane design should not be a City priority at this time, and we have jointly agreed to recommend the following low cost modifications to the bike lanes for the coming season. We have also included some longer term (and higher cost) considerations for the future.

We would also recommend holding a work session with Council in the fall to review the impact of the interim modifications and to discuss any future courses of action.

### **Staff Recommendations**

---

#### **Spring of 2020**

- Re-install a limited number of flex post bollards (about 40 along the entire corridor, which is a reduction of 30 from last year). The bollards helps to delineate the bike lanes and parking areas, which improves safety for bicyclists and motorists.
  - Keep bollards at all intersections and at start of on-street parking areas.
- Remove on-street parking at intersections to improve sight lines
  - 1 space south of Aldrich and 1 space north of Aldrich
  - 1 space south of Cass and 4 spaces north of Cass
- Reduce posted speed limit to 25 mph.

#### **Summer of 2020**

- Restriping -- adjust center line in locations to align with road crown, this will widen travel lanes and straighten out curves and help prevent cars crossing center line
  - Between Union Street and Park Street, and Middle Road and Mendum Avenue.

#### **Longer-Term Changes**

- Full re-pave of Middle Street will provide consistent pavement color and eliminate scarring in pavement that creates visual confusion at night and in low visibility conditions.
- Research more aesthetic alternatives to flex post bollards.
- Evaluate locations for additional pedestrian crossings.
- Implement intersection improvements at Greenleaf Avenue and Lafayette Road.
- Continue to work on completing connections to city-wide bicycle network.

#### **Ongoing Data Collection**

- Collect additional data on traffic speeds, accident reports, and bike lane usage – to compare impact of design modifications
- Survey students and families at Middle School and High School regarding usage of bike lanes

## **Staff Responses to Public Comments about Bike Lanes (from March 2020 public meeting and correspondence submitted to Planning Department)**

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- **Comment:** Middle Street is a principal arterial roadway intended to serve high traffic volumes. 30-35 mph speed limit based on 85<sup>th</sup> percentile is not unreasonable.

**Staff Response:** We agree. That is why a protected bike lane using parked vehicles or flex posts, or a separated bicycle facility is appropriate for this roadway where speeds regularly exceed 30 miles per hour.
- **Comment:** Although the design meets most minimum bike lane standards, minimums are rarely enough for the public to feel comfortable.

**Staff Response:** We agree that increasing the bike lane widths above the minimum standards would likely increase comfort for bicyclists, however minimums could only be exceeded by removing parking or reconstructing the sidewalk. There is a desire to retain as much on-street parking as possible and the reconstruction of the sidewalk would be a substantial expense. This is also an argument for keeping the striped buffer, flexible bollards, and parking wherever possible.
- **Comment:** Return Middle Street and Lafayette Road back to wide and bike-friendly roadway it once was.

**Staff Response:** Based on the volume and speed of traffic on Middle and Lafayette, with parking on both sides, this corridor was not considered a bike-friendly roadway previously which is why it was identified in both the 2010 Safe Routes to School Action Plan and the 2014 Bicycle and Pedestrian Plan.
- **Comment:** This project has not increased the number of cyclists using the roadway and there is minimal bike lane utilization.

**Staff Response:** Cyclists will be more likely to use a bicycle facility, separated or otherwise, if it is part of a comprehensive bicycle network. The City is working on completion of the bicycle network, but that will take time and additional funding. While we have not seen substantial increases in bicycle usage along this corridor, these lanes have not been in place for very long and changes in commuting patterns and behaviors can take time.
- **Comment:** Sight line concerns for traffic entering from intersecting streets

**Staff Response:** City and state standards allow for on-street parking within 20 feet of an intersection with another street, and right up to the edge of private driveways. This rule allows for the maximum amount of on-street parking but can limit sight lines. It should be noted that poor sight lines existed in many locations along this corridor prior to the construction of the new bike lanes. To strike a balance between retaining as much parking as possible and providing improved sight lines at intersections and driveways, for this project parking was restricted within 20 feet of private driveways and within 40-65 feet of intersections. In some locations, the bike lane project has eliminated parking altogether and greatly improved sight lines as a result. Providing the minimum recommended sight lines for the observed speed of traffic on Middle Street, would require the removal of some the remaining on-street parking spaces.
- **Comments:** The road has long pedestrian crossings and few areas for refuge.

**Staff Response:** Pedestrian crossing distances were not lengthened by this project. In fact, the crossing distances are shorter when measured between the edge of the parking spaces and the bike lane on the opposite side of the road.

There are just as many areas for pedestrian refuge as before the bike lanes, that has not changed.

- **Comments:** Poor aesthetic due to paint and bollards.  
**Staff Response:** Striping and bollards comply with the latest nationally accepted design guidance for protected bike lanes.
- **Comments:** Catch basins and dips in pavement along bike lane are hazardous.  
**Staff Response:** The majority of catch basins were raised before installing the bike lane. The roadway is in need of resurfacing, which will resolve the unevenness of the pavement. Paving was not part of the budget for this project.
- **Comments:** Concerns about hazards such as car doors swinging into bike lane and travel lanes, drainage, and debris.  
**Staff Response:** A striped buffer was provided where the bike lanes are next to parked cars to safeguard against car doors swinging into the bike lane. City maintenance staff are making adjustments to improve removal of leaves and debris in the bike lanes.
- **Comments:** The design increased the points of conflict at intersections due to parking between lanes.  
**Staff Response:** Removing parking spaces to improve sight lines would help to alleviate this concern.
- **Comments:** Vehicles must block bike lanes at intersections in order to see beyond parked cars.  
**Staff Response:** This is not uncommon for many types of urban bike lanes where there are intersecting streets and on-street parking. Removing parking spaces to improve sight lines would help to alleviate this concern.
- **Comments:** Narrower, shifting lanes cause vehicles to cross parking lane, center line, bike lane buffer.  
**Staff Response:** High vehicle speeds can be a factor in why this is occurring, but there are places that the center line and bike lane buffer could be adjusted. Reducing the posted speed limit can also be considered.
- **Comments:** Concern about congestion and conflicts due to buses and turning vehicles.  
**Staff Response:** This is normal on a City street, and helps to slow traffic, a desirable effect.
- **Comments:** Concern about driver frustration and aggression due to traffic calming impact.  
**Staff Response:** Bike lane design is meant to provide for safer cycling, not to calm traffic. Data indicate that speeds have only lowered slightly. Increase in travel time on corridor is negligible. It is normal for there to be a period of adjustment when traffic patterns are changed.
- **Comments:** On-street ADA parking has been sacrificed  
**Staff Response:** City is not required to provide ADA parking on-street. Individual property owners are required to provide off-street ADA parking for their customers or residents. The City did make an adjustment after the bike lanes were installed to add an ADA drop off space in front of the chiropractic office.
- **Comments:** Cars are parking in bike lane buffer due to minimum travel lane widths.  
**Staff Response:** Removing parking spaces to improve sight lines would help to address this concern. Removing all parking spaces would allow lanes to be



- widened, but this project was intended to balance on-street parking demand with improved bicycle safety.
- **Comments:** Parking is unprotected from lane shifts or wide turns at intersections.  
**Staff Response:** When bollards are in place, they help to better delineate the parking lanes from travel lanes.
  - **Comments:** Parking on one side of street creates extra pedestrian crossings.  
**Staff Response:** Eliminating on-street parking would address this concern, but this project was intended to balance on-street parking demand with improved bicycle safety. Primary purpose of arterial roadways is for moving higher volumes of traffic. Providing on-street parking is a secondary use, and only when sufficient room exists.
  - **Comments:** Vehicles are stopping less for pedestrian crossings.  
**Staff Response:** This observation is anecdotal and not backed up by data. However, video observations by the City of pedestrian crossings along the entire corridor reveal that there are a low volume of pedestrian crossings, typically less than 10 per hour at all crosswalks during the peak hour. This is true before and after the bike lanes were installed. Studies have shown that driver yield rates are very low when pedestrian crossings are less than 20 per hour.
  - **Comments:** Consider alternative options such as reverting back to prior design (no bike lanes), placing bike lanes on the outside of the parking lanes (next to vehicular travel ways), or total roadway redesign that includes a raised buffer between bicycles and parking.  
**Staff Response:** Original design is not appropriate for a roadway with this level of traffic and speeds and, furthermore, reverting to prior condition would require returning the federal funding received for this project. Separated bike lane is the appropriate design. High impact alternative (total roadway design) is a good solution, but as noted, expensive.
  - **Comments:** Install traffic signal at Middle and Cass  
**Staff Response:** Middle at Cass did not meet any signal warrants in 2018. It might have in 2019 due to Islington detour, but no detour in 2020.



# PUBLIC WORKS DEPARTMENT

CITY OF PORTSMOUTH  
680 Peverly Hill Road  
Portsmouth N.H. 03801  
(603) 427-1530 FAX (603) 427-1539

August 25, 2020

Dear Property Owner:

The City of Portsmouth is preparing to begin preliminary engineering and field work for the Fleet Street Reconstruction Project. This project will include replacement of the underground utilities and reconstruction of the roadway and sidewalks on Fleet Street. The City has hired Portsmouth-based engineering consultant, Underwood Engineers, to complete this work.

While the project is focused on Fleet Street from Hanover Street to Court Street, a larger area will be studied in the initial phases of engineering so that the utilities and other improvements can be properly designed. A map of the study area is enclosed.

**You have received this letter because this project is likely to include work at your property. Due to the current state of emergency related to COVID-19, the City will host a remote public meeting on Zoom (<https://www.zoom.us>) to present the project goals, summarize the engineering and field work process, and further discuss details of the project with stakeholders. We highly encourage you to participate. The meeting will be held on Wednesday, September 9, 2020 at 6:30 PM. Please note that this meeting will be part of an ongoing effort to ensure public participation. Additional meetings will be scheduled as the project design progresses.**

To join the meeting and participate live over Zoom, you are required to register in advance. For registration and participation instructions, please visit the City Municipal Meetings Calendar (<https://www.cityofportsmouth.com/publicworks/events/fleet-street-project-public-information-meeting>) and click on the agenda for this meeting.

The City is also interested in developing a robust contact list for this project. Whether you plan to attend the meeting or not, we want to keep you informed on this project, so please provide us with the following contact information:

- Name
- Property Address(es) within Study Area (list all)
- Relation to Property (owner, property manager, tenant, etc.)
- Email Address (required for project correspondence)
- Telephone Number

Contact information can be submitted on the project webpage at <https://www.cityofportsmouth.com/publicworks/fleet-street> or emailed to the address provided below.

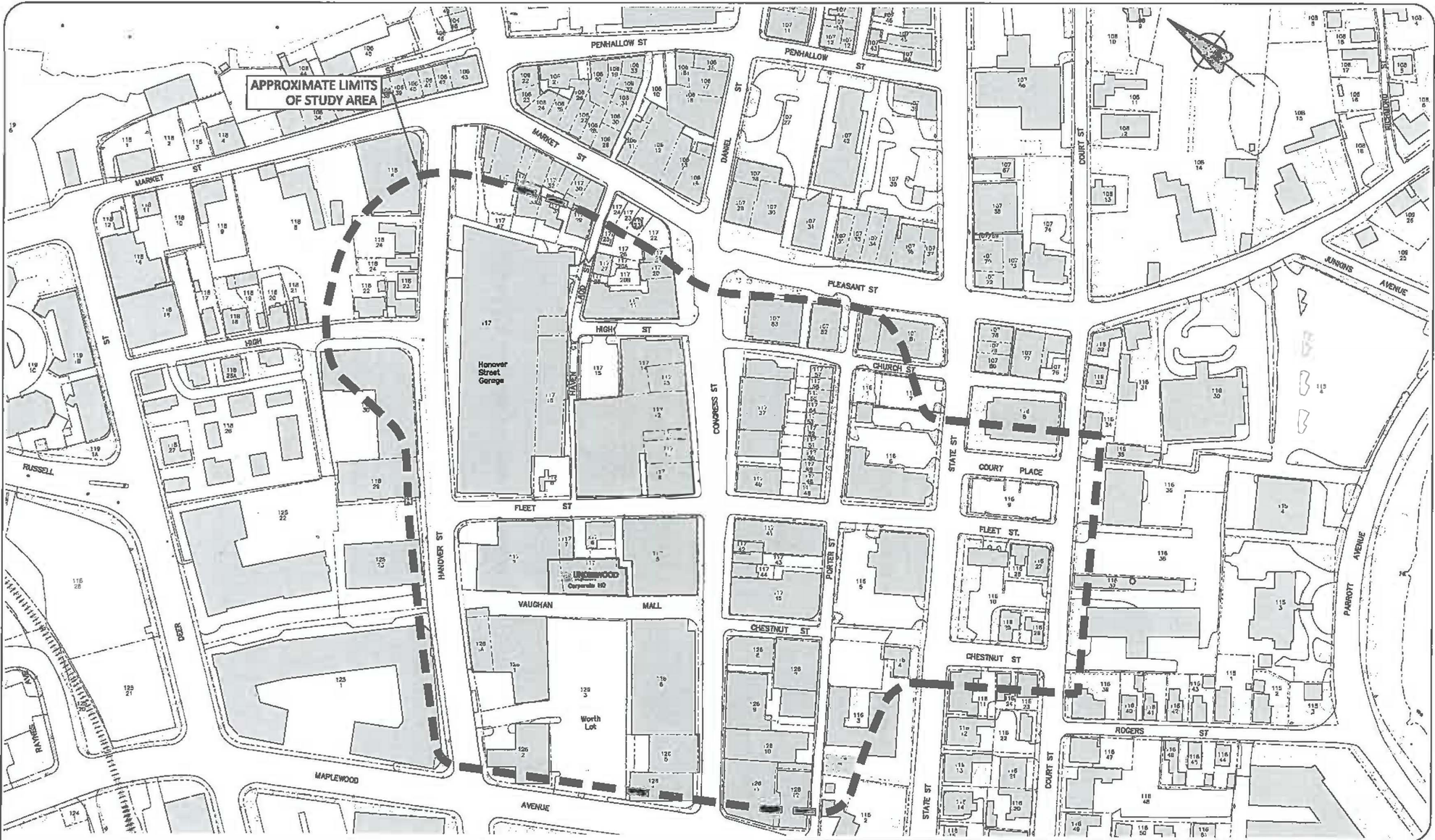
We encourage you to forward this request to any other stakeholders of your property that you deem appropriate, such as a property manager or tenants. The more contacts we receive the better we are able to inform the public of upcoming meetings and other important project information.

Thank you for your attention to this project. Please email questions and contact information to [raflynn@cityofportsmouth.com](mailto:raflynn@cityofportsmouth.com).

Sincerely,



**Ryan A. Flynn, P.E.**  
Construction Project Coordinator  
City of Portsmouth, New Hampshire  
Department of Public Works



C:\Users\m\p\Desktop\desktop working files\2542\_Fleet Street\2542\_FIG\_REV\_Amg\_Rev 1\_6/29/2020 1:45:47 PM.mxd

**NOT TO SCALE**



SCALE: 1 INCH = 150 FT.

DATE  
6/29/2020

PROJECT  
2542



25 Vaughan Mall, Portsmouth, N.H. 03801  
Tel. 603-438-6182 Fax. 603-431-4733

LIMIT OF WORK  
FLEET STREET AREA IMPROVEMENTS  
SEWER SEPARATION & UTILITY PLANNING  
CITY OF PORTSMOUTH

FIG.  
1

## LEASE AGREEMENTS

Facility / Address	Type (Dock/Parking/Other)	Occupant / Lessee	Consideration Summary	Term Begins	Term Period
Bartlett 251 (Creek Athletic Club. Former Fire House)	Social Club	Creek Athletic Club	*Perform capital improvements in accord with established schedule; *Provide basic upkeep and utilities in connection with its uses.	4/1/2011	10 years
Greenleaf 195 (Greenleaf Rec Center)	Recreational Facility	Operation Blessing	*Concession Payment: \$1.00; *Operate a recreation facility for the public	4/16/2016	4 years
Junkins 1 (1895 Building)	Senior Housing	Cottage Senior Housing Ltd. Part.	*Rehabilitation of structure; *Ongoing maintenance and upkeep obligations; *Housing for Income Eligible Seniors at Affordable Rates; *City retains use of certain basement space.	6/5/2003	98 years
Junkins 7 (Seybolt Building)	Health Services	Aids Response Seacoast	*Rent based on City's operating cost for Seybolt Building; monthly rent: Original \$1,820.25; Current \$1,749.34; 10/1/2020 \$1,741.08	10/1/2018	5 years
Junkins Avenue 7 (City Hall Complex Roof)	Transmitting Equipment	New Hampshire Public Radio	*\$306 monthly rent	12/7/2016	10 years
Lafayette Road 100 (Former Lafayette School Building)	Senior Housing	Lafayette School Senior Apartments Ltd. Part.	*Rehabilitation of structure; *Ongoing maintenance and upkeep obligations; *Provide housing for income eligible seniors at affordable rates.	9/29/2008	98 years
Marcy 280 (South Meeting House)	Local Television	Portsmouth Public Media, Inc. (PPMTV)	*Perform operational and cosmetic building and grounds upkeep (other than snow removal); *Upkeep and wind historic clock; *Undertake capital improvements in an amount that would otherwise be due in real estate taxes; *Provide meeting space to FOSE.	5/6/2016	5 years
Marcy Street 0 (Prescott Park)	Concession Stand to Support Performing Arts	PPAF	*Construction of concession stand and public participation in renovated bathrooms; *Maintain and supply bathrooms during PPAF season.	1/10/2013	25 years
Marcy Street 105 (Marine Railway Building)	Performing Arts	Players Ring	*Perform capital improvements in accord with established schedule; *Provide basic upkeep and utilities in connection with its uses.	9/4/2013	10 years
Middle Street 10-30 (Discover Portsmouth Center. Former Library)	Welcome Center / Historical	Portsmouth Historical Society	*Perform all maintenance and upkeep and make capital improvements including removing barriers to accessibility; *Maintain grounds other than parking lot and operate for the benefit of the public.	7/1/2018	50 years
Plains Ave 1 (Plains Schoolhouse)	Performing Arts	Pontine Theatre	*Perform capital improvements scheduled; *Provide basic upkeep and utilities in connection with its uses host a free cultural event annually and makes space available for 4 public meetings.	6/6/2017	5 years

LICENSES

Facility / Address	Type (Dock/Parking/Other)	Occupant / Lessee	Consideration Summary	Term Begins	Term Period
Junkins Avenue 7	Farmers Market	Seacoast Growers Association	Organize farmers market for benefit of public.	5/2/2020	Annual
Macy Street 0 (Sheafe Dock)	Historical / Cultural	Gundalow Company	Annual Fee, half due July 1 and reaminder September 1. Year One \$6,500; Current \$6,637.80.	5/21/2018	5 years
Marcy Street 0 (Prescott Park)	Performing Arts	Prescott Park Arts Festival (PPAF)	Annual Fee, half due July 1 and reaminder September 1. Year One \$20,000; Current \$20,424.	5/21/2018	5 years
Marcy Street 0 (Sheaf Warehouse)	Art	NH Art Association	Annual Fee, half due July 1 and reaminder September 1. Year One \$1,500; Current \$1,532.	5/21/2018	5 years
Newington Booster Station, Arboretum Drive, Newington	Transmitting Equipment	WSCA	*\$50 per month; *Licensee pays cost of electricity	9/22/2015	5 years

OTHER

Facility / Address	Type (Dock/Parking/Other)	Occupant / Lessee	Consideration Summary	Term Begins	Term Period
Andrew Jarvis Drive 48 (Indoor Public Pool Facility)	Public Pool	Saved the Indoor Portsmouth Pool, Inc.	*Perform capital improvements	7/1/2016	5 years

# City of Portsmouth

Department of Public Works



## MEMORANDUM

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TO: Karen Conard, City Manager

FROM: Terry Desmarais, City Engineer *TD*

COPY: Peter Rice, Director of Public Works  
Brian Goetz, Deputy Director of Public Works  
Suzanne Woodland, Deputy City Attorney

DATE: July 28, 2020

SUBJECT: Report Back Regarding Large Rainfall Event on 6/30/20 and Combined Sewer Overflows

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This memorandum is provided in response to the City Council's request for a report back on the rainfall events on June 30, 2020. This memorandum also summarizes the impact that the Mechanic Street Pump Station sewer force main had on the combined sewer overflows (CSO) and any reports to the Environmental Protection Agency (EPA) and NH Department of Environmental Services (NHDES) regarding the rainfall event.

During the evenings of June 29 and June 30, 2020, the City received significant amounts of intense rainfall. On June 29 over 1.7 inches of rain fell over 2.5 hours. This rainfall event resulted in CSO discharges at permitted outfalls 10A and 10B to South Mill Pond of approximately 90,000 gallons. CSOs are permitted discharges through the City's National Pollutant Discharge Elimination System (NPDES) permit for the Peirce Island Wastewater Treatment Facility (WWTF). A second storm occurred beginning on June 30 and extending into July 1, 2020 where over 3.7 inches of rain fell over 4 hours. This second rainfall event resulted in CSO discharges at permitted outfalls 10A and 10B to South Mill Pond and permitted outfall 013 (Deer St at Market Street) to the Piscataqua River in the total amount of approximately 720,000 gallons. This rainfall event also resulted in a number of sewer system overflows (SSOs) where dilute wastewater discharge occurred at sewer manhole covers onto the roadway and ultimately into the drainage system. The EPA and NHDES were notified of these discharges by phone and follow-up letter.

During the time period of these rainfall events there were restrictions in the sewer pumping and treatment systems at the Peirce Island WWTF that reduced the amount of wet weather flow that could be handled. These are further described below.

### **Mechanic Street Wastewater Pump Station Force Main**

On May 15, 2020, there was a leak found in a sewer force main that carries wastewater over the Peirce Island Road Bridge from the Mechanic Street Pump Station to the WWTF. There are two sewer force mains under the bridge and one was replaced in 2016. The leak was found in the other force main that is over 20 years old (installed ~1997). Since the leak could not be repaired immediately the City had to isolate this section of pipe and remove it from service. It remains out of service at this time and is anticipated to be out of service until October 2020. This resulted in the loss of approximately half the pumping capacity of the Mechanic Street Pumping Station. Normal dry weather flows and limited wet weather flows are able to be pumped by the station through the remaining in service sewer force main to the PI WWTF. The temporary unavailability of the second force main restricts higher flows that occur during severe wet weather events.

### **Construction Activities at the Peirce Island WWTF**

In the months of June and July 2020 there were construction related activities at the WWTF that reduced the number of tanks available for treatment resulting in reduced wet weather treatment capacity. These type of temporary capacity restrictions are normal during construction projects and are needed to accommodate different phases of work. Specifics of the work were documented in letters to the EPA and NHDES (see below). The work was authorized only after review of the extended weather forecasts that showed dry weather and was consistent with the drought conditions at that time. These rainfall events occurred while the treatment capacity was reduced. Normal dry weather flows and limited wet weather flows can be treated at the WWTF. The work reduces capacity for higher flows that occur during severe wet weather events.

In summary these wet weather events occurred during a period where wastewater pumping and treatment wet weather capacity was temporarily limited due to a leak in the sewer force main and construction activities at the WWTF. The intensity of the rainfall events and the reduced capacity conditions contributed to the combined sewer overflows and to the conditions that resulted in sewer system overflows. It is likely that the sewer system overflows would have been avoided and the combined sewer overflow volumes would have been reduced if the full capacity of the pumping and treatment systems were available at the time of the wet weather events. The current construction activities limiting the wet weather capacity at the WWTF are scheduled to be completed by Friday, July 31, 2020 and the force main is anticipated to be repaired by the end of October 2020. The City will seek ways to maximize the flow to the Peirce Island WWTF and consider options to expedite the sewer force main repair.

### **Notifications to EPA and DES and Attachments:**

**Combined Sewer Overflow Reporting:** CSOs are permitted under the City's existing National Pollutant Discharge Elimination System (NPDES) permit for the Peirce Island WWTF. Each month the total amount of CSO volume discharged, if any, is summarized and submitted as part of the Discharge Monitoring Report sent to the EPA. This data is also put on the City's web site at <https://www.cityofportsmouth.com/publicworks/wastewater/combined-sewer-overflows-cso>.

Attachment A: June 2020 Combined Sewer Overflow Report



**NPDES Notifications for Construction at Peirce Island WWTF:** The City is required under the NPDES permit to notify in advance of any anticipated treatment restrictions. The City, through its consulting engineers, submitted notice of the construction activities that limited wet weather treatment capacity.

Attachment B: June 5, 2020 Letter Regarding Flow Restrictions Due to Construction  
Attachment C: June 25, 2020 Letter Regarding Flow Restrictions Due to Construction  
(updated schedule)

**Sewer System Overflow Reporting:** The City is required to notify the EPA and NHDES by phone when a sewer system overflow occurs. The phone call is generally placed as soon as an issue is known. Details of the situation that caused the overflow, volume of discharge, measures taken to repair and clean up are provided by follow-up letter within five days of the event.

Attachment D: May 20, 2020 SSO Follow up Letter to Mechanic Street Wastewater Pump  
Station Force Main Leak  
Attachment E: July 1, 2020 SSO Follow up Letter to June 30, 2020 Rainfall Event

**Mechanic Street Pump Station Sewer Force Main Repair:** In follow-up to the May 20, 2020 force main letter, the City provided EPA and NHDES with an anticipated repair schedule.

Attachment F: July 17, 2020 Mechanic Street Pumping Station Force Main Repair Letter  
with Proposed Schedule

**CITY OF PORTSMOUTH  
DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**

**To:** Terry Desmarais  
**CC:** Brian Goetz  
**From:** Karl Snyder  
**Date:** July 27, 2020  
**RE:** CSO 10A and CSO 10B and CSO Deer Street – June 2020 Results

---

See attached CSO flow monitoring and rainfall results for June 2020 to be attached to the DMR report for the Peirce Island WWTF. Note the rainfall related CSO events for:

**CSO 10A**

06/29/2020 Q=0.071 MG Rain 1.760 Inches  
06/30/2020 Q=0.302 MG Rain 3.740 Inches  
**TOTAL Q=0.372 MG Rain 6.490 Inches**

**CSO 10B**

06/29/2020 Q=0.021 MG Rain 1.760 Inches  
06/30/2020 Q=0.096 MG Rain 3.740 Inches  
**TOTAL Q=0.117 MG Rain 6.490 Inches**

**DEER STREET OVERFLOW**

06/30/2020 Q=0.319 MG Rain 3.740 Inches  
**TOTAL Q=0.319 MG Rain 6.490 Inches**

Please note that the Peirce Island WWTF was operating with reduced wet weather treatment capacity during the storm events on 6/29/30 and 6/30/30. This was the result of ongoing construction and force main restrictions from the Mechanic Street Wastewater Pump Station. Details were provided under notification sent to the EPA and DES on behalf of the City from AECOM dated June 5, 2020 and June 25, 2020. Copies have been attached to this report.

## OF Summary for June 2020

Time		10A Daily Flow (MG)	10B Daily Flow (MG)	Deer St Daily Flow (MG)		City Hall Daily Rain (in)	
06/01/20 00:00:00		0.000	0.000	0.000		0.000	
06/02/20 00:00:00		0.000	0.000	0.000		0.000	
06/03/20 00:00:00		0.000	0.000	0.000		0.000	
06/04/20 00:00:00		0.000	0.000	0.000		0.000	
06/05/20 00:00:00		0.000	0.000	0.000		0.130	
06/06/20 00:00:00		0.000	0.000	0.000		0.060	
06/07/20 00:00:00		0.000	0.000	0.000		0.070	
06/08/20 00:00:00		0.000	0.000	0.000		0.000	
06/09/20 00:00:00		0.000	0.000	0.000		0.000	
06/10/20 00:00:00		0.000	0.000	0.000		0.000	
06/11/20 00:00:00		0.000	0.000	0.000		0.140	
06/12/20 00:00:00		0.000	0.000	0.000		0.000	
06/13/20 00:00:00		0.000	0.000	0.000		0.000	
06/14/20 00:00:00		0.000	0.000	0.000		0.000	
06/15/20 00:00:00		0.000	0.000	0.000		0.000	
06/16/20 00:00:00		0.000	0.000	0.000		0.000	
06/17/20 00:00:00		0.000	0.000	0.000		0.000	
06/18/20 00:00:00		0.000	0.000	0.000		0.000	
06/19/20 00:00:00		0.000	0.000	0.000		0.000	
06/20/20 00:00:00		0.000	0.000	0.000		0.000	
06/21/20 00:00:00		0.000	0.000	0.000		0.000	
06/22/20 00:00:00		0.000	0.000	0.000		0.000	
06/23/20 00:00:00		0.000	0.000	0.000		0.000	
06/24/20 00:00:00		0.000	0.000	0.000		0.490	
06/25/20 00:00:00		0.000	0.000	0.000		0.000	
06/26/20 00:00:00		0.000	0.000	0.000		0.100	
06/27/20 00:00:00		0.000	0.000	0.000		0.000	
06/28/20 00:00:00		0.000	0.000	0.000		0.000	
06/29/20 00:00:00		0.071	0.021	0.000		1.760	
06/30/20 00:00:00		0.302	0.096	0.319		3.740	
	<b>TOTAL</b>	<b>0.372</b>	<b>0.117</b>	<b>0.319</b>	<b>[MG]</b>	<b>6.490</b>	<b>(in)</b>



AECOM  
250 Apollo Drive  
Chelmsford, MA 01824  
www.aecom.com

978 905 2100 tel  
978 905-2101 fax

Attachment B to 7/28/20 Report Back to City  
Council re 6/30/20 Large Rain Event and CSOs

J-60323328

June 5, 2020

VIA EMAIL

Ms. Solanch S. Pastrana-Del Valle  
Enforcement and Compliance Assurance Division  
U.S. EPA New England – Region 1 (Mail Code: 04-4)  
5 Post Office Square  
Boston, MA 02109-3912

Mr. Stergios K. Spanos, P.E.  
Permits and Compliance Section  
Wastewater Engineering Bureau  
Water Division  
New Hampshire Department of Environmental Services  
P.O. Box 95, 29 Hazen Drive  
Concord, NH 03302-0095

**Subject: City of Portsmouth  
Peirce Island WWTF Upgrade  
CWSRF CS-330106-16  
Notification of Planned Temporary Shutdown of One Primary Clarifier and One  
Headworks Channel During Construction**

Dear Ms. Pastrana-Del Valle & Mr. Spanos:

As you know, the City of Portsmouth's Peirce Island WWTF is currently undergoing a major upgrade to improve the level of wastewater treatment. As part of this upgrade, there are existing clevis rods and turnbuckles in the primary clarifiers that must be replaced and there are repairs that must be made to the protective coating in the screen channels of the Headworks. To accomplish this work, one of the two Primary Clarifiers and one of the two Headworks channels need to be taken out of service and dewatered at a time, with primary treatment accomplished in the remaining clarifier and screening accomplished in the remaining channel in the Headworks Building.

AECOM is forwarding this letter on behalf of the City to provide the required notification of the temporary shutdown of one of the two Primary Clarifiers and one of the Headworks channels necessary to complete the WWTF Upgrade.

#### **Primary Clarifier Work Scope**

The scope of the WWTF Upgrade includes the replacement and coating of the existing clevis rods holding the primary clarifier rake arms. This work can only be accomplished with the Primary

Clarifiers drained and dewatered and involves removing the existing clevis rods, installing new ones, coating them, and allowing the coating to cure.

**Reasons For Replacement.** The need to complete this work is driven by the deterioration noted on the clevis rods. The clevis rods and turnbuckles have deteriorated significantly due to corrosion and replacement is required.

### **Headworks Channel Work Scope**

The scope of the WWTF Upgrade includes the construction of a new Headworks with two channels for screening of the influent flow. The Headworks was put online in 2018. Recently, minor damage to the protective coating in the Headworks channels was noticed. The City has requested that Methuen repair these areas under warranty. This work can only be accomplished with one of the two channels drained and dewatered and involves removing the existing coating, installing a repair patch, and allowing the patch to cure.

**Reasons For Replacement.** The need to complete this work is driven by the damage noted to the existing coating, which is currently covered under warranty. A failure of the coating will decrease the useful life of the underlying concrete channels.

**Treatment During Primary Clarifier and Headworks Channel Work.** As you are aware, the treatment process at the Peirce Island WWTF prior to construction consisted of aerated grit chambers followed by chemically enhanced primary treatment (CEPT) and finally chlorination/dechlorination. During the course of construction, a Headworks with influent screening and, more recently, a biological aerated filter were added to the treatment process. The WWTF can treat a peak flow of 22 million gallons per day (mgd), with each channel in the Headworks and each Primary Clarifier treating 11 mgd. During the period this work is undertaken, one of the two channels in the Headworks and one of the two Primary Clarifiers will be taken out of service and dewatered. This work will be completed in phases, and each phase will be started when a period of dry weather is forecast. Influent screening and primary clarification will continue while work is underway in the online channel or clarifier.

**Work Schedule.** This project has been underway since September 2016. The Contractor, Methuen Construction, estimates that the total time frame for the Primary Clarifier and Headworks work is approximately 1 to 3 weeks. This work is scheduled to begin on June 8, 2020, and we will update you once it is completed.

The City is committed to maximizing the flow and treatment at the Peirce Island WWTF. During construction the delivery of flows to the facility will continue to be maximized as best possible during times of wet weather and treatment capacity will be maximized using CEPT. It should be noted that the City is also working on a solution to repair a leak in one of the two force mains (under the Peirce Island Road Bridge) that carries flow to the Peirce Island WWTF and that the temporary isolation of that force main has limited overall wet weather flow capacity. The City has forwarded separate correspondence regarding this item to the EPA and DES. The City is not aware of any feasible alternatives for the proposed work and thus provides this notice that one of the two Primary Clarifiers and one of the two Headworks channels will be temporarily taken out of service sequentially to allow the upgrade work to be completed.

Ms. Solanch S. Pastrana-Del Valle  
Mr. Stergios K. Spanos  
June 5, 2020  
Page 3

If you have any questions or require any additional information, please do not hesitate to contact me directly at 978-905-3158.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jon R. Pearson". The signature is fluid and cursive, with a large initial "J" and "P".

Jon R. Pearson, P.E.  
Vice President  
AECOM

cc: T. Desmarais, City of Portsmouth  
S. Woodland, City of Portsmouth  
P. Conroy, City of Portsmouth  
T. Wood, NHDES  
A. Morrill, NHDES  
J. Hilton, EPA



AECOM  
250 Apollo Drive  
Chelmsford, MA 01824  
www.aecom.com

978 905 2100 tel  
978 905-2101 fax

Attachment C to 7/28/20 Report Back to City  
Council re 6/30/20 Large Rain Event and CSOs

J-60323328

June 25, 2020

VIA EMAIL

Ms. Solanch S. Pastrana-Del Valle  
Enforcement and Compliance Assurance Division  
U.S. EPA New England – Region 1 (Mail Code: 04-4)  
5 Post Office Square  
Boston, MA 02109-3912

Mr. Stergios K. Spanos, P.E.  
Permits and Compliance Section  
Wastewater Engineering Bureau  
Water Division  
New Hampshire Department of Environmental Services  
P.O. Box 95, 29 Hazen Drive  
Concord, NH 03302-0095

**Subject: City of Portsmouth  
Peirce Island WWTF Upgrade  
CWSRF CS-330106-16  
Notification of Planned Temporary Shutdown of One Primary Clarifier, One  
Headworks Channel, and One Chlorine Contact Tank During Construction**

Dear Ms. Pastrana-Del Valle & Mr. Spanos:

On June 5<sup>th</sup>, AECOM forwarded you a letter on behalf of the City of Portsmouth notifying you of the temporary shutdown of one of the two Primary Clarifiers and one of the Headworks channels necessary to complete the WWTF Upgrade. This letter serves to update the dates on which this work will take place. It also serves to notify you that one of the two Chlorine Contact Tank will be out of service at the same time to allow recently installed piping to be painted.

#### **Primary Clarifier Work Scope**

The scope of the WWTF Upgrade includes the replacement and coating of the existing clevis rods holding the primary clarifier rake arms. This work can only be accomplished with the Primary Clarifiers drained and dewatered and involves removing the existing clevis rods, installing new ones, coating them, and allowing the coating to cure.

**Reasons For Replacement.** The need to complete this work is driven by the deterioration noted on the clevis rods. The clevis rods and turnbuckles have deteriorated significantly due to corrosion and replacement is required.

### **Headworks Channel Work Scope**

The scope of the WWTF Upgrade includes the construction of a new Headworks with two channels for screening of the influent flow. The Headworks was put online in 2018. Recently, minor damage to the protective coating in the Headworks channels was identified. The City has requested that Methuen repair these areas under warranty. This work can only be accomplished with one of the two channels drained and dewatered and involves removing the existing coating in the damaged areas, installing a repair patch, and allowing the patch to cure.

**Reasons For Replacement.** The need to complete this work is driven by the damage noted to the existing coating, which is currently covered under warranty. A failure of the coating will increase the susceptibility of the underlying concrete channels to corrosion.

### **Chlorine Contact Tank Work Scope**

As noted in our letter dated December 19, 2019, the replacement of the plant water system includes replacement of the plant water system suction piping that draws treated effluent from the Chlorine Contact Tanks. This work can only be accomplished with the Chlorine Contact Tanks drained and dewatered. This piping has been installed but has not yet been painted.

**Reasons for Replacement.** The need to complete this work was driven by the size and location of the plant water suction piping. With the plant upgrade, the plant water demands will increase, and larger piping at the correct location to accommodate the new plant water pumping system was needed.

**Treatment During Primary Clarifier, Headworks Channel, and Chlorine Contact Tank Work.** As you are aware, the treatment process at the Peirce Island WWTF prior to construction consisted of aerated grit chambers followed by chemically enhanced primary treatment (CEPT) and finally chlorination/dechlorination. During the course of construction, a Headworks with influent screening and, more recently, a biological aerated filter were added to the treatment process. The WWTF can treat a peak flow of 22 million gallons per day (mgd), with each channel in the Headworks and each Primary Clarifier treating 11 mgd. During the period this work is undertaken, one of the two channels in the Headworks, one of the two Primary Clarifiers, and one of the two Chlorine Contact Tanks will be taken out of service and dewatered. One Headworks channel, one Primary Clarifier, and one Chlorine Contact Tank will be out of service at the same time. This work will be completed in phases, and each phase will be started when a period of dry weather is forecast. Influent screening, primary clarification, and disinfection will continue while work is underway in the online channel, clarifier or contact tank.

**Work Schedule.** This project has been underway since September 2016. The Contractor, Methuen Construction, has re-examined the schedule and currently estimates that the total time frame for the work in these three areas is approximately 4 to 6 weeks. This work is currently scheduled to begin today, June 25, 2020, and we will update you once it is completed.

The City is committed to maximizing the flow and treatment at the Peirce Island WWTF. During construction the delivery of flows to the facility will continue to be maximized as best possible during times of wet weather and treatment capacity will be maximized using CEPT. It should be noted that



Ms. Solanch S. Pastrana-Del Valle  
Mr. Stergios K. Spanos  
June 25, 2020  
Page 3

the City is also working on a solution to repair a leak in one of the two force mains (under the Peirce Island Road Bridge) that carries flow to the Peirce Island WWTF. The leak has been contained and the City has forwarded separate correspondence regarding this item to the EPA and DES. The City is not aware of any feasible alternatives for the proposed work and thus provides this notice that one of the two Primary Clarifiers and one of the two Headworks channels will be temporarily taken out of service sequentially to allow the upgrade work to be completed.

If you have any questions or require any additional information, please do not hesitate to contact me directly at 978-905-3158.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jon R. Pearson". The signature is stylized with a large loop at the end.

Jon R. Pearson, P.E.  
Vice President  
AECOM

cc: T. Desmarais, City of Portsmouth  
S. Woodland, City of Portsmouth  
P. Conroy, City of Portsmouth  
T. Wood, NHDES  
A. Morrill, NHDES



# PUBLIC WORKS DEPARTMENT

CITY OF PORTSMOUTH

680 Peverly Hill Road  
Portsmouth N.H. 03801  
(603) 427-1530 FAX (603) 427-1539

May 20, 2020

Stephanie Larson  
NHDES  
P.O. Box 95 - 29 Hazen Drive  
Concord, NH 03301-0095

Re: Pierce Island Bridge Force Main SSO  
Peirce Island, Portsmouth, New Hampshire

Dear Ms. Larson:

This letter is a formal notification of a discharge from a leaking sewer force main on Peirce Island Road Bridge in Portsmouth NH on May 15, 2020. The leak is from a small hole on the North cast iron sewer force main on to the Peirce Island Road Bridge. The South cast iron force main (replaced ~2017) on the Peirce Island Road Bridge is currently in operation and conveying the flow from the Mechanic Street Pumps Station to the WWTF. The break was identified on Friday, May 15, 2020 at approximately 9:00 AM.

At approximately 9:00 AM workers at the State Fish Pier notified the City of water dripping from the piping under the Peirce Island Road Bridge. City staff investigated the source around 9:15 AM and identified the drip source was from the North sewer force main. The discharge was dripping through the pipe insulation and down into the Piscataqua River. At that time City staff closed valves to isolate the force main and reduce the discharge. The valves were shut by 11:00 AM. The total discharge on this day was estimated to be no more than 500 gallons. The force main remained full of water (but not under pressure) and continued to drip. It is estimated the daily discharge from the drip is no more than 5 gallons. On May 20 the isolated section of force main was emptied to prepare for repairs and minimize any additional dripping.

A specialized boom truck was used to cut away the insulation and inspect the force main on Monday May 18, 2020. The hole was discovered at the bell end of one pipe segment on the island side of the bridge. The other pipe connections were inspected and no additional leakage found. There was corrosion found at the majority of bell locations and the City is assessing repair options. We will follow up when a decision has been made.

Please find Attachments A (locus map), B (site map), and C (photos). If you have any questions or require additional information please call me at 603-610-7304.

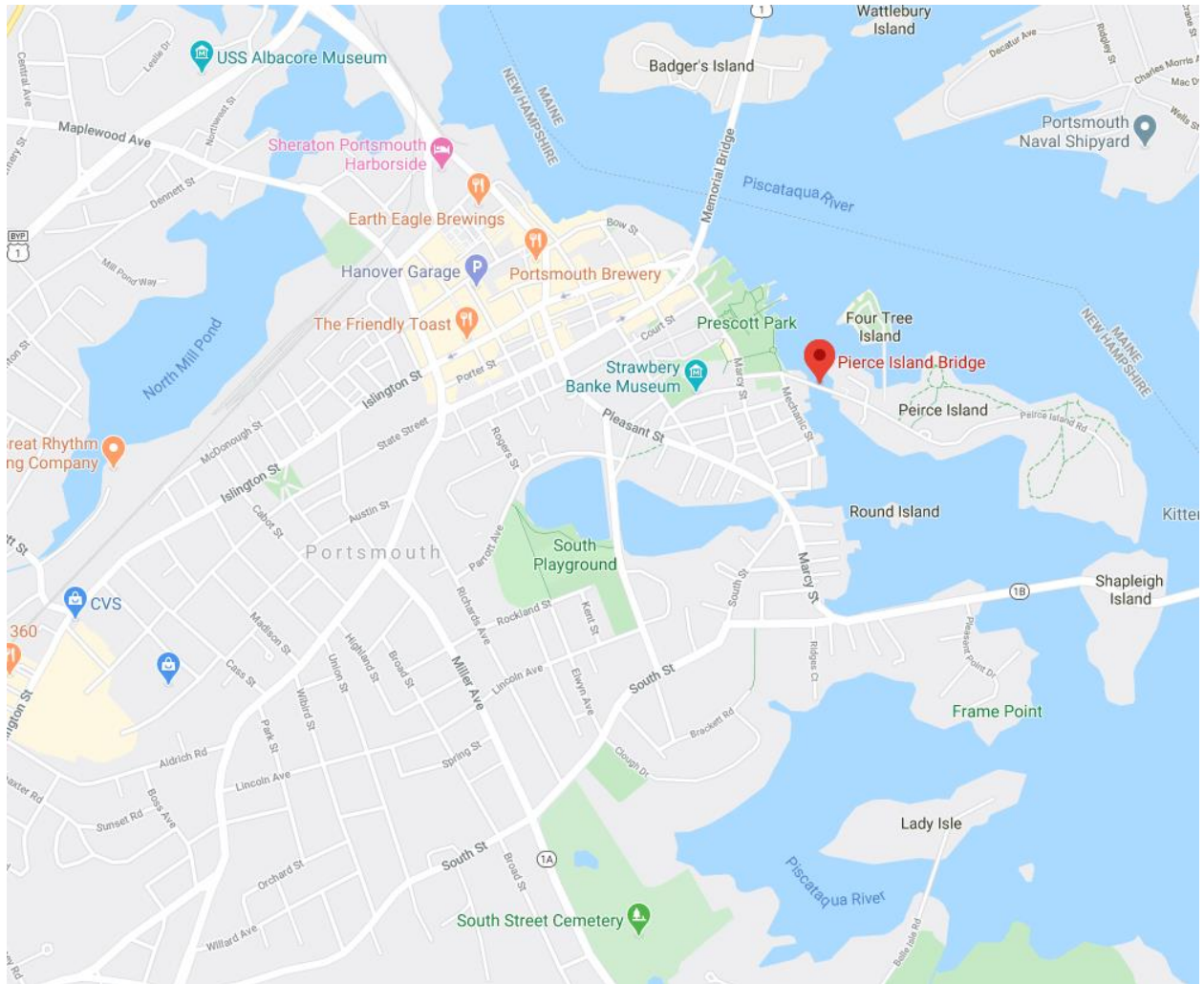
Sincerely,

City of Portsmouth

Zachary Cronin, Assistant City Engineer

cc: Brian Goetz, Deputy Director of Public Works  
Terry Desmarais, City Engineer  
Solanch S. Pastrana-Del Valle, EPA  
Chris Nash, NHDES

Attachment A: Locus Map



Attachment B: Site Map



Attachment C: Pictures



Photo A

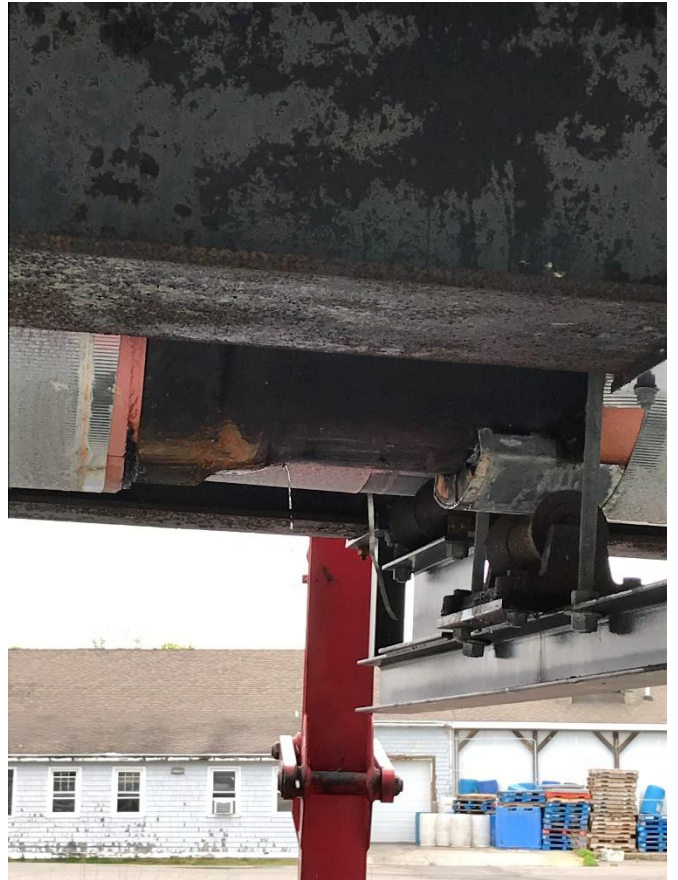


Photo B



# PUBLIC WORKS DEPARTMENT

CITY OF PORTSMOUTH

680 Peeverly Hill Road

Portsmouth N.H. 03801

(603) 427-1530 FAX (603) 427-1539

**VIA EMAIL**

July 1, 2020

Stephanie Larson  
NHDES  
P.O. Box 95 - 29 Hazen Drive  
Concord, NH 03301-0095

Re: June 30, 2020 Sewage Discharge  
Portsmouth, New Hampshire

Dear Ms. Larson:

This letter is a formal notification of sewage discharge from multiple locations during the rain event that occurred on June 30, 2020. The locations were at Brewster Street, Marcy St, Vaughan Street, Maplewood Avenue, and Bridge Street. The discharges began on Tuesday, June 30, 2020 and ended in the early morning of July 1, 2020. See Attachment A.

The City was notified of sewer backups beginning around 6:00 PM on Tuesday, June 30, 2020 and began arriving on site at the various locations at 6:15 PM. The City's sewer system was significantly surcharged due to an intense rain event and high tide conditions. During this event, the City's Peirce Island Wastewater Treatment Facility was operating with reduced wet weather treatment capacity due to ongoing construction work. The details of the work at the Peirce Island WWTF were detailed in separate letters sent to the Environmental Protection Agency and DES on behalf of the City by AECOM (Jon Pearson) on June 5, 2020 and June 25, 2020. The extended forecasts reviewed in advance of the work at the Peirce Island WWTF indicated conditions would be dry during this time period. City staff remained on site during the storm event and monitored multiple locations where manholes were overflowing. The rain gauge located at City Hall recorded 3.7 inches of rain over approximately 4 hour time period from 5 PM to 9 PM. Due to the duration of the event an estimate of the volume of sewage discharge cannot be determined. City staff continued to observe key locations in the sewer system and hereby report the following overflow locations. See attachment B for additional details.

**98 Brewster St:** Sewer manholes 5966 and 5966a surcharged into catch basins 25355 and 1320, discharging into North Mill Pond. After the event the City crew cleaned the area and the catch basins.

**255 Vaughan Street:** The overflow occurred at sewer manhole 6105. The flow discharged into catch basin leading to North Mill Pond. After the event the City crew cleaned the area and the catch basin.

**105 Marcy Street:** The overflow occurred at sewer manhole 1228. The discharge down the street into catch basin 4347 that discharges to the Piscataqua River. After the event the City crew cleaned the area and the catch basin.

**126 Bridge Street:** The overflow occurred at sewer manhole 2300 and flowed into catch basin 1355, leading to North Mill Pond. After the event the City crew cleaned the area and the catch basin.

**230 Maplewood Ave:** The overflow occurred at sewer manhole 1482. The discharge flowed across the street into the drainage system that discharges to North Mill Pond. After the event the City crew cleaned the area and the catch basin.

All discharges entered an MS4 structure (catch basin) or surface water body. The sewer collection system was overwhelmed by the intense short duration storm event and the reduced capacity at the Peirce Island WWTF. All of the SSOs ended when the rain event ended.

Please call if you have any questions or need additional information. If you have any questions or require additional information please call me at 766-1421.

Sincerely,

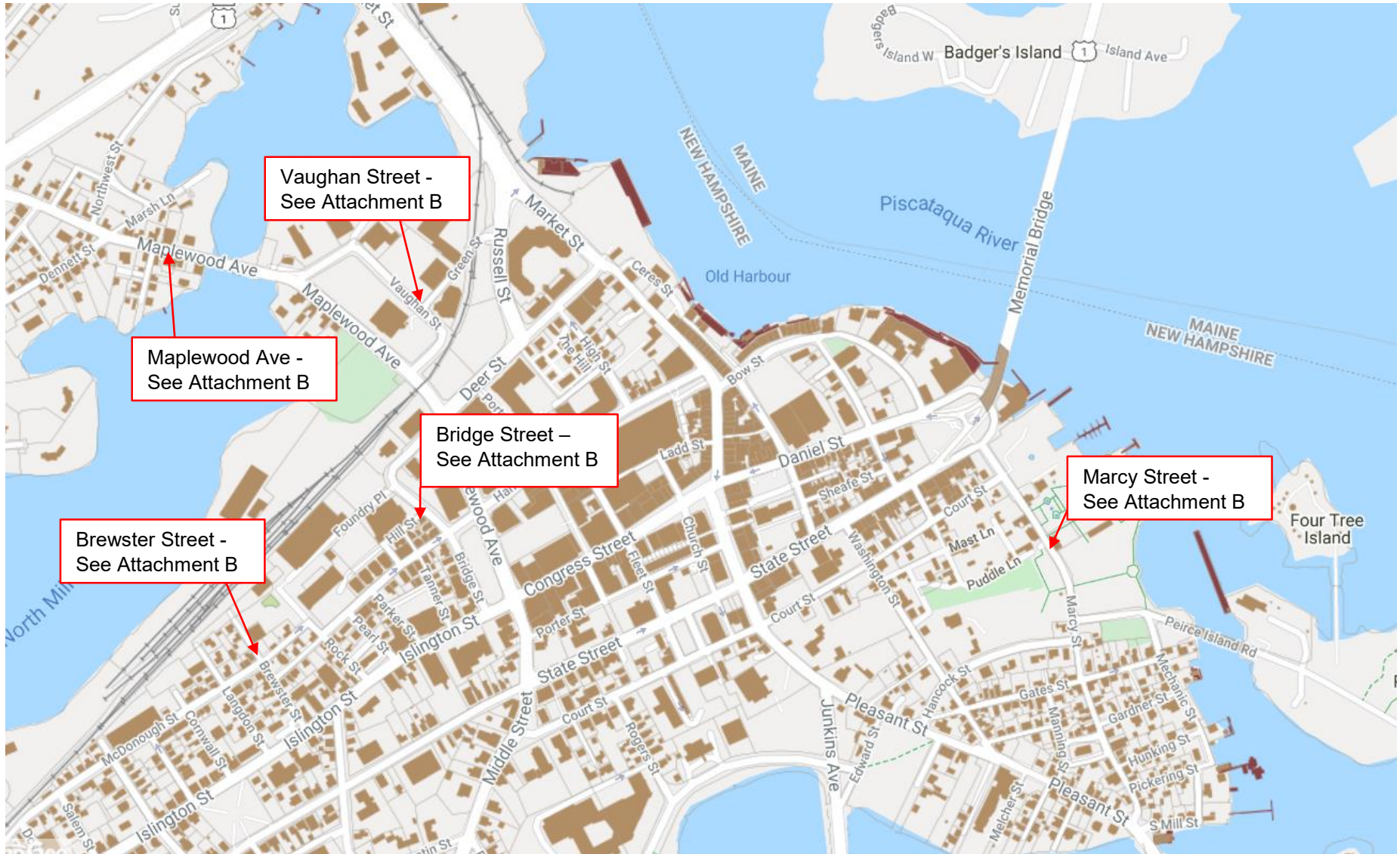
City of Portsmouth



Terry Desmarais, Jr., P.E.  
City Engineer, Water and Sewer Divisions

cc: Zachary Cronin, Assistant City Engineer  
James Tow, General Foreman Water and Sewer  
Solanch S. Pastrana-Del Valle, EPA  
Chris Nash, NHDES

Attachment A: Locus Map





ATTACHMENT B  
SITE MAPS and PHOTOGRAPHS

126 Bridge Street



Photograph

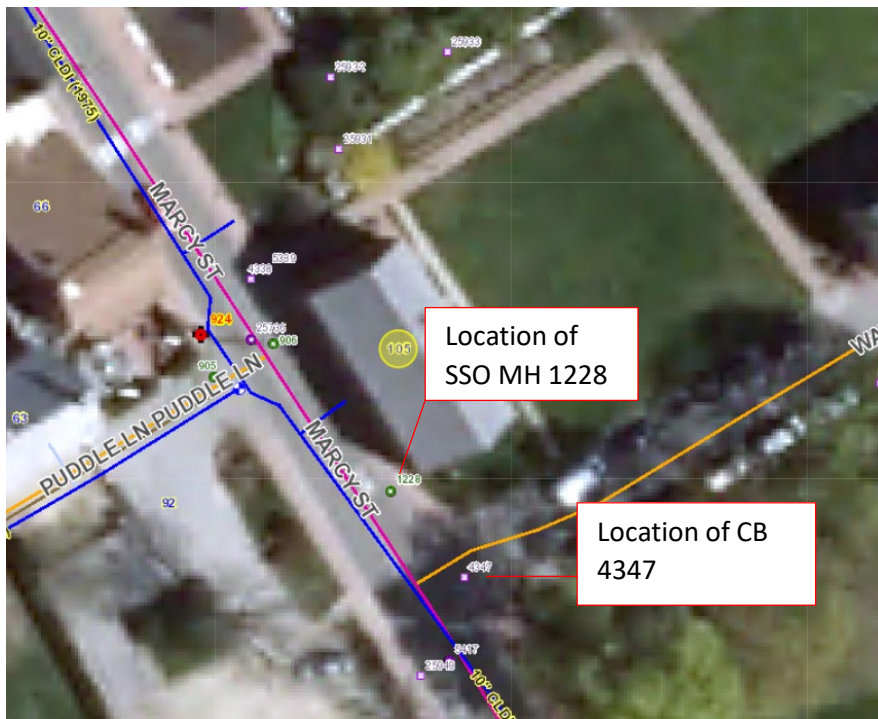


Site Map: Manhole 2300 and flowed into catch basin 1355, leading to North Mill Pond

105 Marcy Street



Photograph



Site Map: Manhole 1228 and discharged down the street into catch basin 4347 that discharges to the Piscataqua River

255 Vaughan Street



Photograph



Site Map: Manhole 6105 and the flow discharged into catch basin leading to North Mill Pond

230 Maplewood Avenue



Photograph



Site Map: Manhole 1482 and the discharge flowed across the street into the drainage system that discharges to North Mill Pond

98 Brewster Street

No Photograph available



Site Map: Manholes 5966 and 5966a surcharged into catch basins 25355 and 1320, discharging into North Mill Pond



# PUBLIC WORKS DEPARTMENT

CITY OF PORTSMOUTH

680 Peverly Hill Road

Portsmouth N.H. 03801

(603) 427-1530 FAX (603) 427-1539

## **VIA EMAIL**

July 17, 2020

Stephanie Larson  
NHDES  
P.O. Box 95 – 29 Hazen Drive  
Concord, NH 03301-0095

Re: Pierce Island Road Bridge Sewer Force Main Repair Schedule

Dear Ms. Larson,

On May 15, 2020 the City of Portsmouth notified the Environmental Protection Agency (EPA) and Department of Environmental Services (DES) of a leak from the Mechanic Street Wastewater Pumping Station force main that is suspended from the Pierce Island Road Bridge. Since the leak was discovered, the City has conducted numerous inspections and evaluations in preparation of a repair on the force main leak. This work included under bridge inspections by City staff on May 18 and June 12; pipe thickness inspection by a third party specialty firm on May 28; repair logistics review on site with City staff, contractors and an engineering consultant on May 9 and May 10; repair logistics review on site with City staff and a structural engineer on June 12; and a number of additional off-site meetings to discuss repair approach, materials, and constructability.

The City has been able to define the specific location where the original leak occurred and through the investigations listed above and have identified a second location in need of repair. The repairs are located 45-feet and 134-feet measured from the bridge abutment on the Peirce Island side of the Peirce Island Road Bridge. Both locations are pipe joints where a bell and spigot connection is made. The repair locations are above the tidal waterway and will require temporary provisions (barge and/or bridge hung staging) in order to be constructed. The City has worked with AECOM and Hoyle, Tanner and Associates (HTA) to develop repair schematics outlining pipe, fittings, material, limits of repair work, and the location of an additional expansion and contraction fitting. Some structural work will be made in order to facilitate the repair of the pipeline.

On Friday, July 10, 2020 the City discussed the anticipated schedule with the consultants. The schedule will be primarily driven by the lead time in pipe and fittings, which is anticipated to be on the order of 8 to 10 weeks. The fittings needed for this work are not typically stocked and require special order. The table below provides the estimated timeframe for implementing the repairs based on the information currently available. The City will expedite this schedule whenever possible.

**Table 1: Anticipated Force Main Repair Schedule**

<b>Item</b>	<b>Completion Date</b>
Complete Construction Schematics	7/17/2020
Procure Contractor, Fee, and Funding	8/7/2020
Shop Drawings and Material Lead Time	10/2/2020
Repair Construction	10/23/2020
Insulation Installation and Demobilization	10/30/2020

At this time the section of force main with the leak has been isolated, emptied and is no longer leaking. A system has been installed to capture any leakage that might occur should the section become charged.

If you need any additional information please feel free to contact me at 603-828-1915 or [tidesmarais@cityofportsmouth.com](mailto:tidesmarais@cityofportsmouth.com). The City of Portsmouth will notify you of any significant changes to the schedule.

Sincerely,

Terry Desmarais, P.E.  
City Engineer

Cc: Zachary Cronin, Assistant City Engineer  
Solanch S. Pastrana-Del Valle, EPA  
Chris Nash, NHDES



MEMORANDUM

Date: August 25, 2020  
 To: Honorable Mayor Becksted and City Council Members  
 From: Karen S. Conard, City Manager *KSC*  
 Re: CARES ACT FUND ALLOTMENT, as Requested at the August 18, 2020 City Council Meeting

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In response to Councilor Huda’s request, the City is providing the following update:

**FIRST RESPONDER STIPENDS - \$333,770.98**

Each First Responder (Police & Fire personnel) received a stipend over an eight week period: Full-time personnel \$300 per week, Part-time personnel \$150 per week. Total amount received from the State of NH was \$333,770.98. This grant did not include benefits associated with these stipends and will be reimbursed through GOFERR.

**HEALTH AND HUMAN SERVICES (HHS) - \$31,698.87**

The City received reimbursement for Ambulance revenue loss from the US Department of Health and Human Services (HHS) in the amount of \$31,698.87. This amount was calculated by NH HHS.

**GOVERNOR’S OFFICE FOR EMERGENCY RELIEF AND RECOVERY (GOFERR) - \$522,989**

The total GOFERR grant	\$522,989.00
City received to date	<u>(\$107,580.53)</u>
Balance	\$415,408.47
*Second Request (Not yet received)	(\$398,989.92)
**Third Request (Due in September will be for the remaining balance.)	

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\*The second request of \$398,989.92 was submitted on 7/14/20 has not yet been approved or received. It is uncertain if all of the requested items will be approved.

\*\*The third request due in September will include benefits associated with the first responder stipends as well as other Personal Protective Equipment (PPE) and sanitization supply purchases. This will exhaust all GOFERR Funds.



**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

FEMA will reimburse the City for 75% of eligible expenses. To date, the City request is approximately \$130,000.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - \$313,589**

Portsmouth has available for drawdown \$313,589 from special Community Development Block Grant (CDBG) funds. The funds will support Senior/Disabled Transportation, CDBG eligible public services, CDBG eligible public facility improvements and other CDBG eligible activities. To date, the City has not drawn down any of these funds.

I will continue to update the City Council as information becomes available.