

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_X7SHHgF0RaOC2BlmAYwvVA

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 2020-20, 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, NOVEMBER 16, 2020

TIME: 6:00PM

6:00PM – ANTICIPATED NON-PUBLIC SESSION

1. **BOYLE AND PUMP STATION – RSA 91-A:3 II (e)**
2. **ASSISTANT FIRE CHIEF EMPLOYMENT AGREEMENT & COLLECTIVE BARGAINING - RSA 91-A:3, II (a)**
https://zoom.us/webinar/register/WN_WxgllxMcQK21K68ykwrTFg

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**

First Reading of Ordinances:

- A. First Reading of Ordinance amending Chapter 7, Article III, Section 7.330 – No Parking – Chase Drive: northerly side, from Michael Succi Drive to a point 30 feet delete on either side and insert west of the driveway located at 355 Chase Drive

Public Hearing/Second Reading of Ordinances:

- B. ORDINANCE AMENDING CHAPTER 7, ARTICLE IVA, SECTION 7-A.402: - BUS STOPS DESIGNATED – HANOVER STREET: SOUTHERLY SIDE OF HANOVER STREET ~~90 FEET EAST OF~~ FROM FLEET STREET TO A POINT 285 FEET EAST OF FLEET STREET
- **PRESENTATION - PORTSMOUTH & COAST**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCILOR QUESTIONS AND DELIBERATIONS**
- C. ORDINANCE AMENDING CHAPTER 7, ARTICLE XI, SECTION 7.1100 – SPEED LIMITS E: SPEED LIMIT: 25 MPH BY THE ADDITION OF SOUTH STREET, FROM MIDDLE ROAD TO LAFAYETTE ROAD
- **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCILOR QUESTIONS AND DELIBERATIONS**
- D. ORDINANCE AMENDING CHAPTER 7, ARTICLE III, SECTION 7.330 – NO PARKING BY THE ADDITION OF DEARBORN STREET: EASTERLY SIDE, FROM THE NORTH MILL POND RUNNING NORTHERLY FOR A DISTANCE OF 25 FEET
- **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCILOR QUESTIONS AND DELIBERATIONS**
- E. ORDINANCE AMENDING CHAPTER 11, ARTICLE II – SEWERS, SECTION 11.203 AND SECTION 11.204 – WAIVER FROM CONNECTION TO PUBLIC SEWER
- **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCILOR QUESTIONS AND DELIBERATIONS**

Third and Final Reading of Ordinances:

- F. Third and Final Reading of Ordinance amending Chapter 7, Article VI – Loading Zones, Section 7.601 – Limited Hours Loading Zones – Pleasant Street: easterly side, beginning 94 feet south of the southerly curb line of Daniel Street and running southerly for a distance of 45 feet
- G. Third and Final Reading of Ordinance amending Chapter 7, Article III – Traffic Ordinance, Section 7.336 – One-Way Streets deletion of Parker Street: northerly from Tanner Court to Hanover Street

- H. Third and Final Reading of Ordinance amending Chapter 7, Article III – Traffic Ordinance, Section 7.330 – No Parking – Little Harbor Road: Both sides of the roadway, beginning at the east side of the Wentworth Coolidge Mansion driveway, running easterly for a distance of 155 feet to the gate at the end of the pavement
- I. Third and Final Reading of Ordinance amending Chapter 7, Article III – Traffic Ordinance, Section 7.326 – Limited Parking – 15 Minutes
 - Daniel Street: Southerly side, deletion of first five and insert three metered spaces deletion of east from Market Square and insert running between 102 and 160 feet west of Penhallow Street
 - Hanover Street: deletion of northerly side, first two spaces east from Bridge Street

XII. MAYOR BECKSTED

1. Appointments to be Considered:
 - Reappointment of Peter Weeks to the Trustees of the Trust Funds
 - Reappointment of Philip Cohen to the Economic Development Commission
 - Appointment of Devan Quinn to the Peirce Island Committee
 - Appointment of Andrew Samonas to the Conservation Commission
2. *Appointments to be Voted:
 - Appointment of Karen Bouffard to the Historic District Commission as an Alternate
 - Reappointment of Robert Marchewka to the Economic Development Commission
3. Resignations
 - Mary Morin from the Citizen Response Task Force
 - Jane Wright from the Conservation Commission
4. *Holiday House Decorating Contest
5. Ordinance Amendment Re: Plastic Bag Ban (***Sample motion – move to hold first reading at the December 7, 2020 City Council meeting***)

XIII. CITY COUNCIL MEMBERS

A. ASSISTANT MAYOR SPLAINE

1. *Face Covering Requirement (***Sample motion – move that the current Portsmouth Face Covering Ordinance remain applicable through June 1, 2021, but may end sooner by a decision of the city’s Health Officer***)
2. *Waste Water Treatment 2050 (***Sample motion – that the City Council ask the City Manager to initiate discussions with area communities for long-term cooperative planning for Waste Water Treatment on a regional basis using evolving technologies***)

B. COUNCILOR McEACHERN

1. *Report Back on the Establishment of Ad Hoc Advisory Group Re: Public Art Acquisition
2. *Extending outside dining to end of December
3. *McEachern Park

C. COUNCILOR WHELAN

1. Action Item Needing Approval by City Council:
 - Report Back on traffic calming request on Chevrolet Avenue (***Sample motion – move to respectfully request that the City Council allocate funds to the Planning and Public Works Departments to conduct a comprehensive street network plan for the Chevrolet Avenue, Brewery Lane and Albany Street area***)
2. Parking Traffic & Safety Action Sheet and Minutes of the October 8, 2020 meeting (***Sample motion – move to accept and approve the Parking Traffic & Safety Action Sheet and Minutes of the October 8, 2020***)

D. COUNCILOR LAZENBY

1. Extension of Mask Mandate (***Sample motions – 1) move to pass first reading and hold second reading and public hearing at the December 7, 2020 City Council meeting; - or - 2) move to hold first reading at the December 7, 2020 City Council meeting***)

E. COUNCILOR KENNEDY

1. *Work Session Re: Peirce Island (***Sample motion – move to establish a work session on Peirce Island to include the Peirce Island Committee. During this meeting the following should be included but not limit to: The treatment plant, public art, return of the dog park, Peirce Island Bridge, and vegetation clean up***)

F. COUNCILOR TABOR

1. Ethics Board Observations/Recommendations for the Future

G. COUNCILORS LAZENBY & COUNCILOR TABOR

1. *Diversity and Inclusion Training (***Sample motion – move to request the City Manager to Schedule Diversity and Inclusion Training for Elected Officials and members of Boards and Commissions***)

XIV. APPROVAL OF GRANTS/DONATIONS

- A. *Approval of Moose License Plate Conservation Grant for FY21 (\$9,760.00) (***Sample motion – move to accept this grant from the New Hampshire State Library, as presented***)
- B. Approval of New Hampshire Internet Crimes Against Children Task Force (ICAC) from the Federal FY '20 Forensic Shield-COVID Cares Act Grant - \$1,000,000.00 (***Sample motion – move to accept this grant as presented, and authorize the City Manager to expend these funds subject to the terms of any offer, rules, or regulation pertaining to such funds in cooperation with the Police Department***)
- C. Approval of Bureau of Justice Assistance Patrick Leahy Bulletproof Vest Partnership Grant - \$5,999.88 (***Sample motion – move to accept this grant as presented***)
- D. Approval of Federal Office of Juvenile Justice & Delinquency Prevention Grant (OJJDP) - \$334,969.00 (***Sample motion – move to accept this grant as presented***)

XV. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager's Items Which Require Action:

1. Approval of 2021 Council Meeting Calendar
2. Ratification of Assistant Fire Chief Employment Agreement
3. Request to Name Private Unnamed Street Located Off Gosling Road
4. Parking Agreement for Deer Street Associates
5. Request to Schedule First Reading on Floodplain Overlay District Zoning Maps
6. Temporary Construction License for 111 Maplewood Avenue, LLC for Property Located at 145 Maplewood Avenue
7. Revocable License for 241 South Street
8. Request for Public Hearing for Five Bond Resolution Authorizations
 - General Fund – Police Facility Improvements - \$400,000.00
 - General Fund – School Facility Improvements - \$1,000,000.00
 - General Fund – Outdoor Pool and City Street and Sidewalk Upgrades - \$3,640,000.00
 - Water Fund – FY21 Water Projects - \$3,600,000.00
 - Sewer Fund – FY21 Sewer Projects - \$5,250,000.00
9. 60 Penhallow Street (Brick Market) Amended Temporary Construction License

XVI. CONSENT AGENDA

- A. Request for License to Install a Projecting Sign for owner Helen Marks for Spiritual Reader & Advisor for property located at 90 Fleet Street (***Anticipated action - move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request***)

Planning Director's Stipulations

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

- B. Request for License to Install two Projecting Signs for owner John Reece for Fidelity Investments Center for property located at 54 Maplewood Avenue (***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***
- C. 89-99 Foundry Place (aka 181 Hill Street, "Lot 6") Easements
- D. 1600 Woodbury Avenue – Sidewalk and Signal Easements
- E. 160 Court Street (Portsmouth Housing Authority) – Community Space Easements

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 (*to include recommendation re: extended use of outdoor dining*)
- C. Memo from Citizen Response Task Force Endorsing Extension of Mask Ordinance
- D. Paper Street Request from Glenn Lael re: 45 Cliff Road (***Sample motion – move to refer to the Planning Board for Report Back***)
- E. Email Correspondence (***Sample motion – move to accept and place on file***)
- F. Letter from John Akar, Cava requesting permission to continue the use of space on Commercial Alley for 4 tables through the month of December

XVIII. CITY MANAGER'S INFORMATIONAL ITEMS

1. Update on Draft Great Bay Total Nitrogen General Permit

XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

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

* Indicates verbal report

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

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:

18. Chase Drive: : **northerly side, from Michael Succi Drive to a point 30 feet ~~on either side west~~** of the driveway located at 355 Chase Drive.

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.

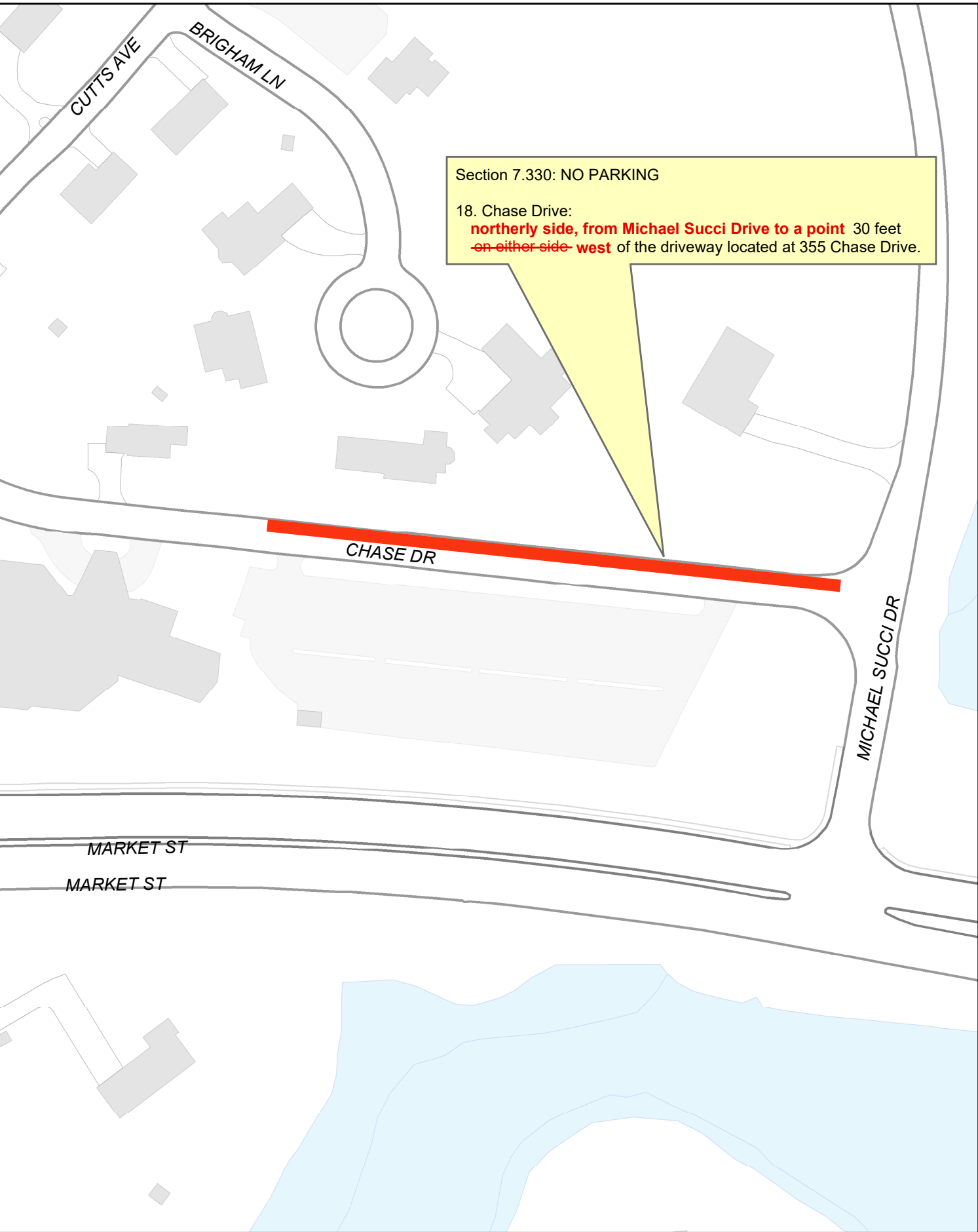
This ordinance shall take effect upon its passage.

APPROVED:

Rick Becksted, Mayor

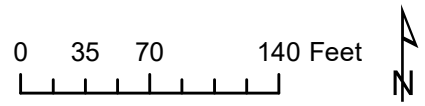
ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



**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



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 16, 2020 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 7, Article IVA, Section 7-A.402 – Bus Stops Designated – Hanover Street: southerly side of Hanover Street ~~90 feet east of~~ from Fleet Street to a point 285 feet east of Fleet Street. Due to the current State of Emergency related to COVID-19, the public hearing on November 16, 2020 will be conducted remotely via zoom conference call. Details regarding how to access the zoom meeting will be published on the Agenda.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

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CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article IVA, Section 7-A.402 – **BUS STOPS DESIGNATED** 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 IVA: BUS STOPS AND TAXICAB STANDS

Section 7-A.402: BUS STOPS DESIGNATED

- D. Hanover Street: southerly side of Hanover Street ~~90 feet east of from~~ Fleet Street to a point 285 feet east of Fleet Street.

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

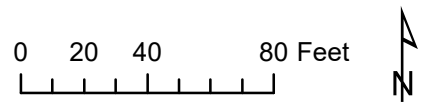


Section 7-A.402: BUS STOPS DESIGNATED

D. Hanover Street: southerly side of Hanover Street ~~90 feet east of from~~ Fleet Street to a point 285 feet east of Fleet Street.

BUS STOPS DESIGNATED
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



COAST



PORTSMOUTH HAS BEEN PART OF COAST FOR OVER 38 YEARS

Cooperative Alliance for Seacoast Transportation

PORTSMOUTH & COAST — A 38 YR RELATIONSHIP

- COAST formerly operated 4 public transit routes in the City. Now 7.
- COAST also operates Senior Transportation and the Holiday Shuttle
- COAST provided approximately **124,880** rides starting or ending in Portsmouth in FY19
- Portsmouth contributed **\$478,650** to COAST (FY19)
- Portsmouth's board representative is our current vice-chair

\$6.20 MILLION

Estimated annual economic benefit of COAST in Portsmouth

\$1.06 MILLION

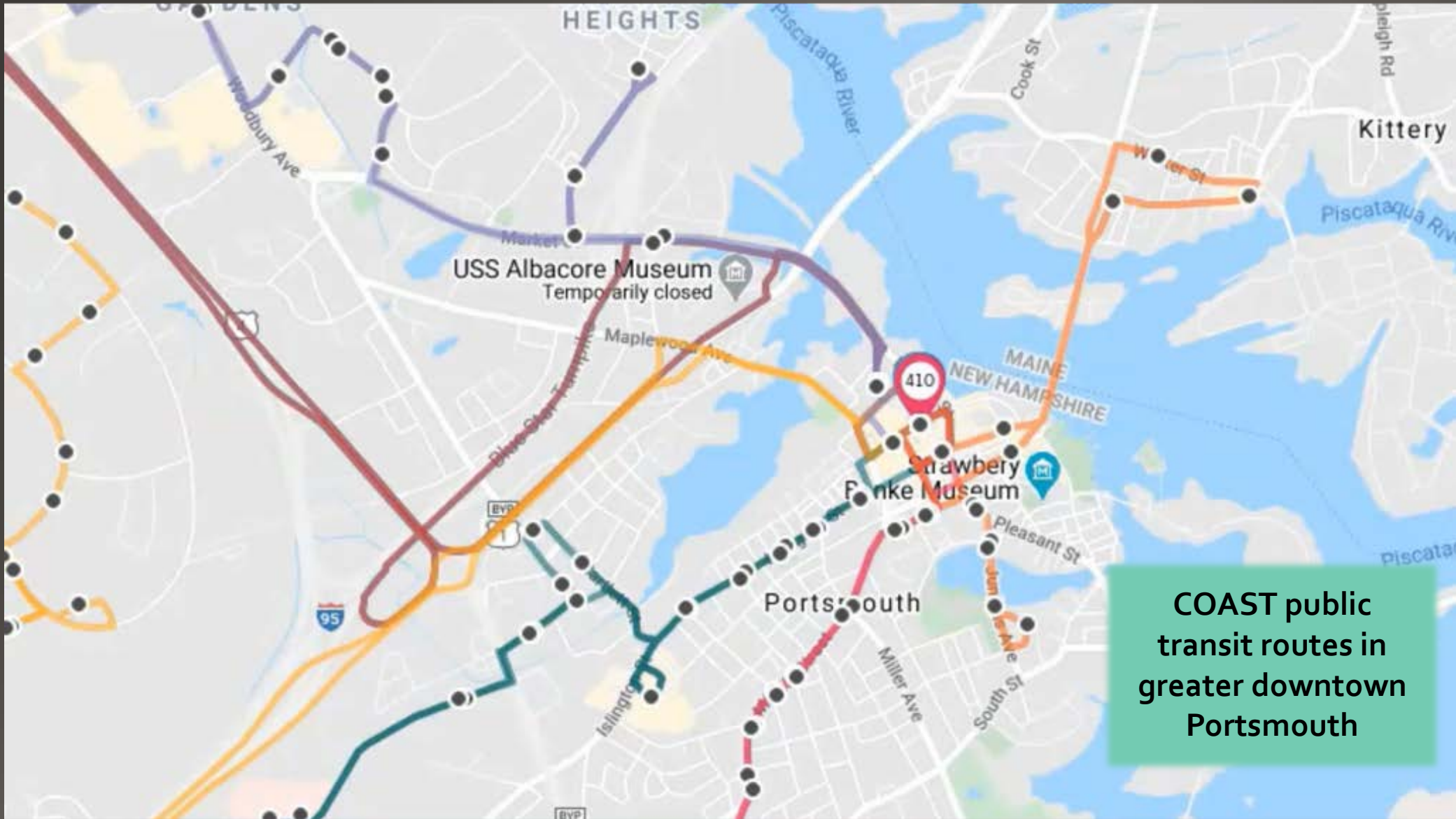
Estimated annual economic benefit of two downtown stops

HANOVER STATION BUS STOP

**Our new hub in
Portsmouth from
7am – 9pm, M-Sat.**



- Every hour, for approximately 10-15 minutes, six (6) vehicles and routes come together to connect on Hanover Street.
- The full length of the stop as approved by the Parking Committee is needed to fit all these vehicles.



COAST public transit routes in greater downtown Portsmouth

IMPORTANCE OF HANOVER STREET

- COAST's network viability depends on convenient connections
- Just over 17% of COAST boardings in Portsmouth had historically occurred at the Market Square and Hanover Street bus stops. Under our new system that percentage is anticipated to increase.
- Commuting to employment is the number one reason people use COAST
- The more workers we bring in from the North or from within the city, the more parking is available for visitors, shoppers, and diners
- Reduces congestion, staging and idling in Market Square



42 Sumner Drive
Dover, NH 03820
603.743.5777



We champion and provide customer-focused public transportation with a commitment to excellence in safety and service.

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

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KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

PM-2002881

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, Article XI, Section 7.1100 – **SPEED LIMITS**, E: Speed Limit: 25 MPH 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 XI: SPEED LIMITS

Section 7.1100: SPEED LIMITS

E. Speed Limit: 25 MPH

10. South Street, from Middle Road to Lafayette Road.

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

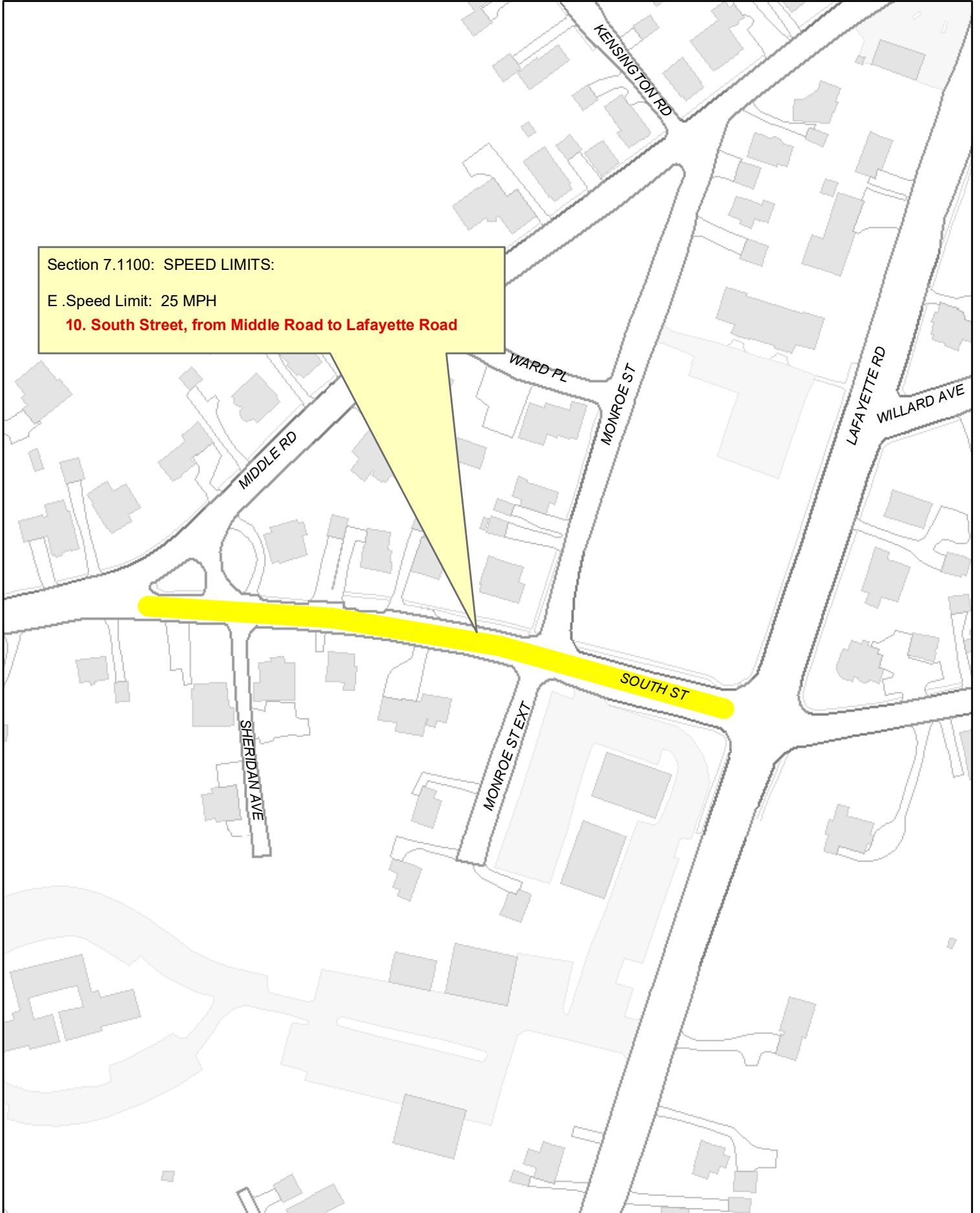
ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

Section 7.1100: SPEED LIMITS:

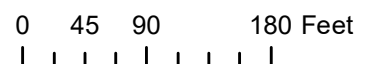
E .Speed Limit: 25 MPH

10. South Street, from Middle Road to Lafayette Road



**SPEED LIMITS
Portsmouth, New Hampshire**

Map prepared by Portsmouth Department of Public Works , 8 October 2020
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020



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PH-0000000

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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:

33. Dearborn Street:

- a. westerly side from Maplewood Avenue to the easterly end of Dearborn Lane (entire westerly side).
- b. **easterly side, from the North Mill Pond running northerly for a distance of 25 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.

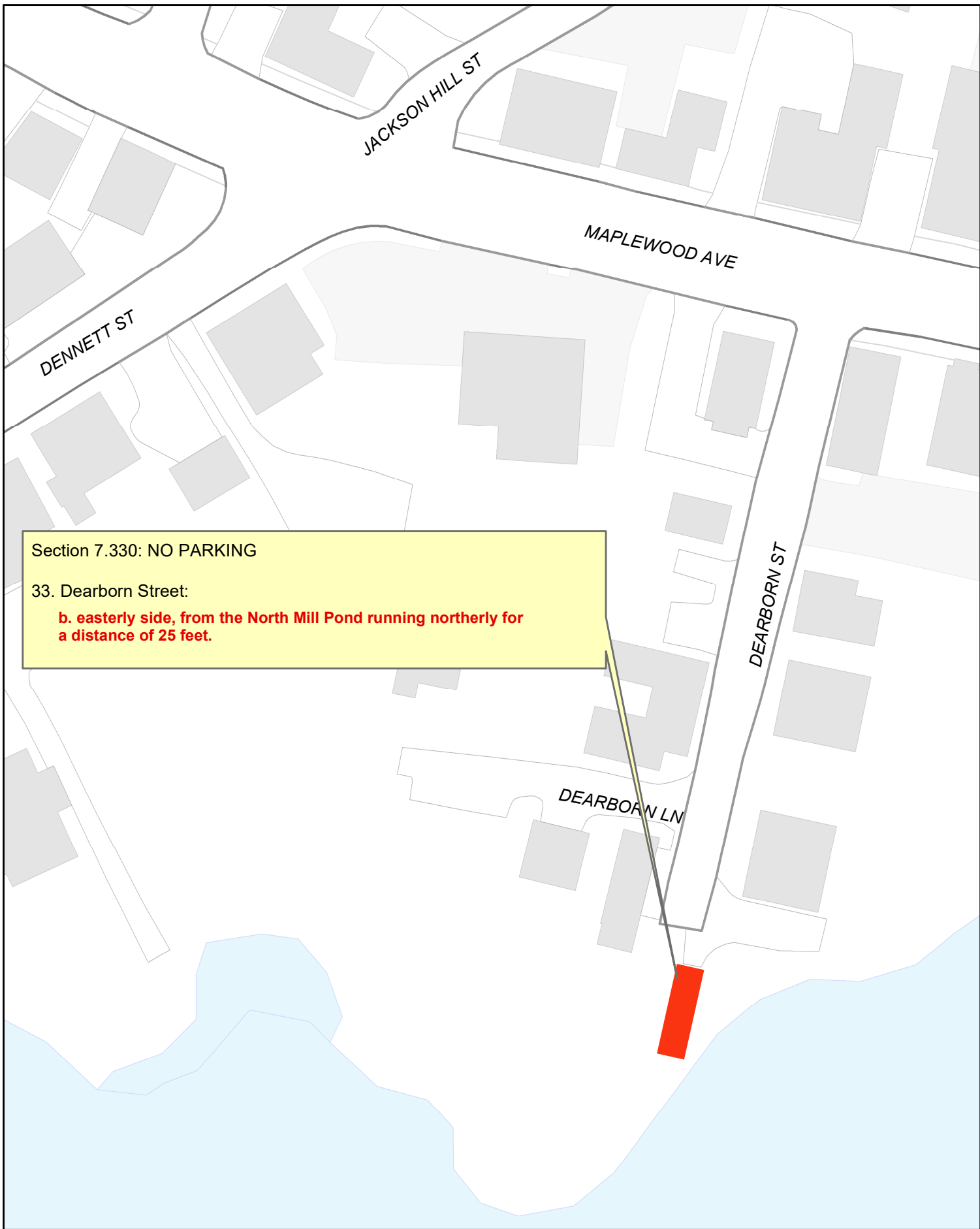
This ordinance shall take effect upon its passage.

APPROVED:

Rick Becksted, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



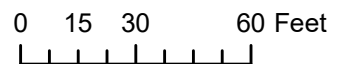
Section 7.330: NO PARKING

33. Dearborn Street:

b. easterly side, from the North Mill Pond running northerly for a distance of 25 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



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CITY CLERK**

PM-00000000

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 11, Article II – **SEWERS** 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 II: SEWERS

Section 11.203 USE OF PUBLIC SEWERS REQUIRED

- A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Portsmouth, or in any area under jurisdiction of said City, and a human or animal excrement, garbage, or other objectionable waste.
- B. It shall be unlawful to discharge to any natural outlet within said City of Portsmouth or in any area under the jurisdiction of said City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance.
- C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- D. The owner of all houses, buildings or properties used for human occupancy, recreation or other purposes is hereby required to install thereon suitable toilet facilities and provided said property abuts upon any street, alley or right of way in which there is located a public sewer and further provided that said premises are located within 150 feet of the property line abutting said street, alley or right of way, the owner shall connect said facilities with the public sewer **subject to any waiver granted under section 11.204 (E)**.

Section 11.204: PRIVATE SEWAGE DISPOSAL

- A. Where a public sanitary or combined sewer is not available under the provisions of Section 11.203, paragraph D, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Article.
- B. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the Plumbing Inspector. The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any, plans, specifications, percolation test results and other information as are deemed necessary by the Plumbing Inspector. A permit and inspection fee to be determined in accordance with Chapter 1, Article

XVI or similar wording and paid at the time the application is filed. (Amended 3/18/2002).

- C. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Plumbing Inspector. He shall be allowed to inspect the work at any stage of construction and in any event, the applicant for the permit shall notify the Plumbing Inspector when the work is ready for final inspection, and before any underground portions are covered, the inspection shall be made within 24 hours of the receipt of notice by the Plumbing Inspector.
- D. The type, capacities, location and layout of a private sewage disposal system shall comply with all regulations of the N.H. Water Supply and Pollution Control Commission. No permit shall be issued for any private sewage disposal system employing subsurface facilities where the percolation test results indicate poor drainage conditions exist. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, ~~as provided in Section 11.204, Paragraph D~~ **subject to the waiver provision below**, a direct connection shall be made **within ninety (90) days** to the public sewer in compliance with this Ordinance and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material. **Owners of private sewage disposal systems may apply for and receive a waiver of the connection requirement provided that the private sewage disposal system is adequately functioning to serve the current property uses and legally permitted under State law. The waiver shall be withdrawn, and connection required, when the private sewage disposal system is no longer adequately functioning or is not legally permitted by State law.**
- F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.
- G. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Health Officer.
- H. ~~When a~~ **A** public sewer becomes available **for purposes of this ordinance when** ~~, the building sewer of~~ any house, building or property **is** used for human occupancy **and is** located within 150 feet of the property line abutting the street, alley or right of way in which the sewer main is laid, ~~shall be connected to the sewer within 60 days and the private sewage system shall be cleaned of sludge and filled with clean bank run gravel.~~

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

DRAFT

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.

- 12. Pleasant Street: easterly side, beginning 94 feet south of the southerly curbline of Daniel Street and running southerly for a distance of 45 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.

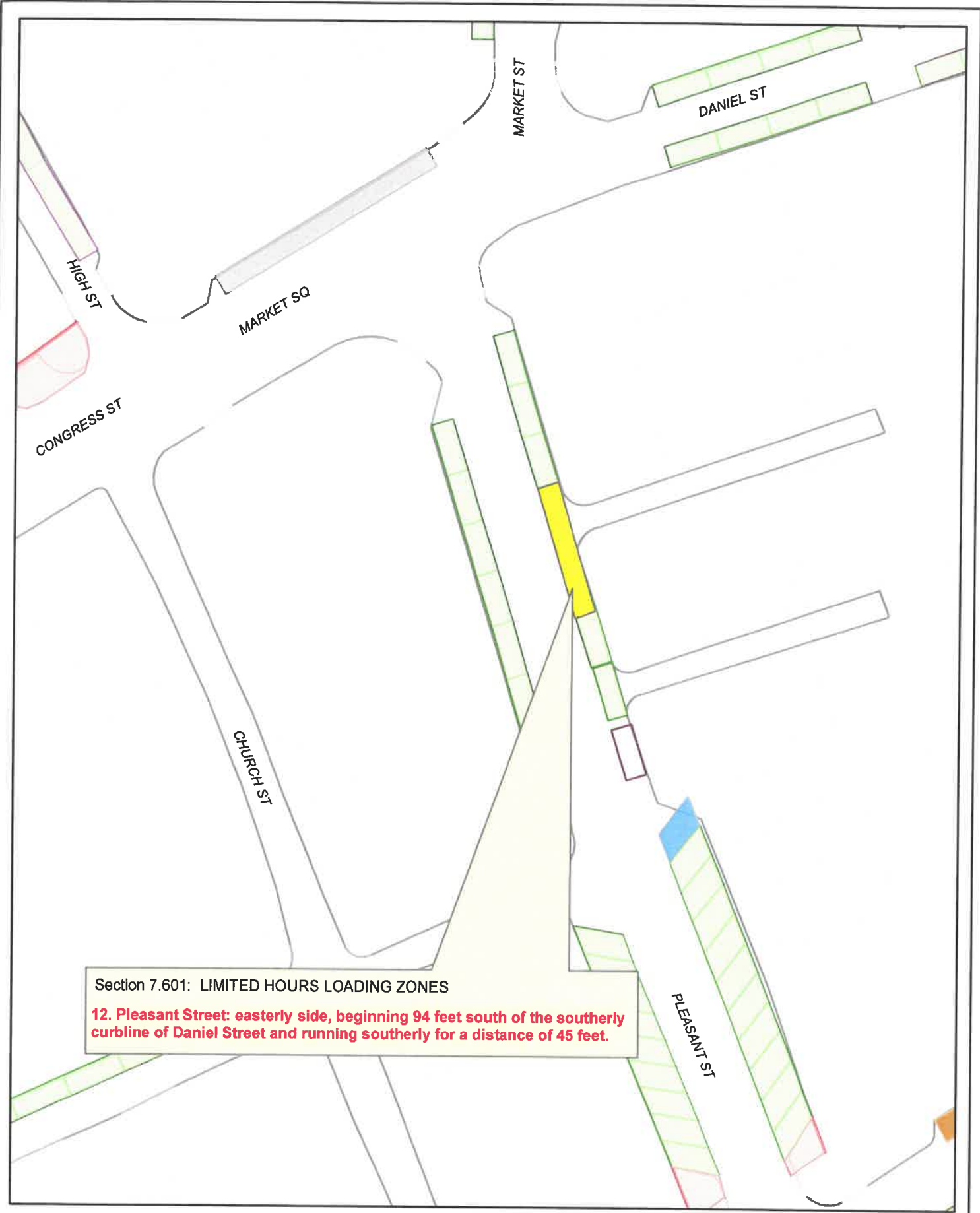
This ordinance shall take effect upon its passage.

APPROVED:

Rick Becksted, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

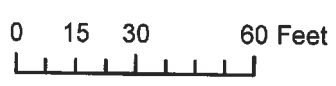


Section 7.601: LIMITED HOURS LOADING ZONES

12. Pleasant Street: easterly side, beginning 94 feet south of the southerly curbline of Daniel Street and running southerly for a distance of 45 feet.

**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 Chapter 7, Article III, Section 7.336 – **ONE-WAY STREETS** 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 7.336: ONE-WAY STREETS

~~19. Parker Street: northerly from Tanner Court to Hanover Street.~~

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.

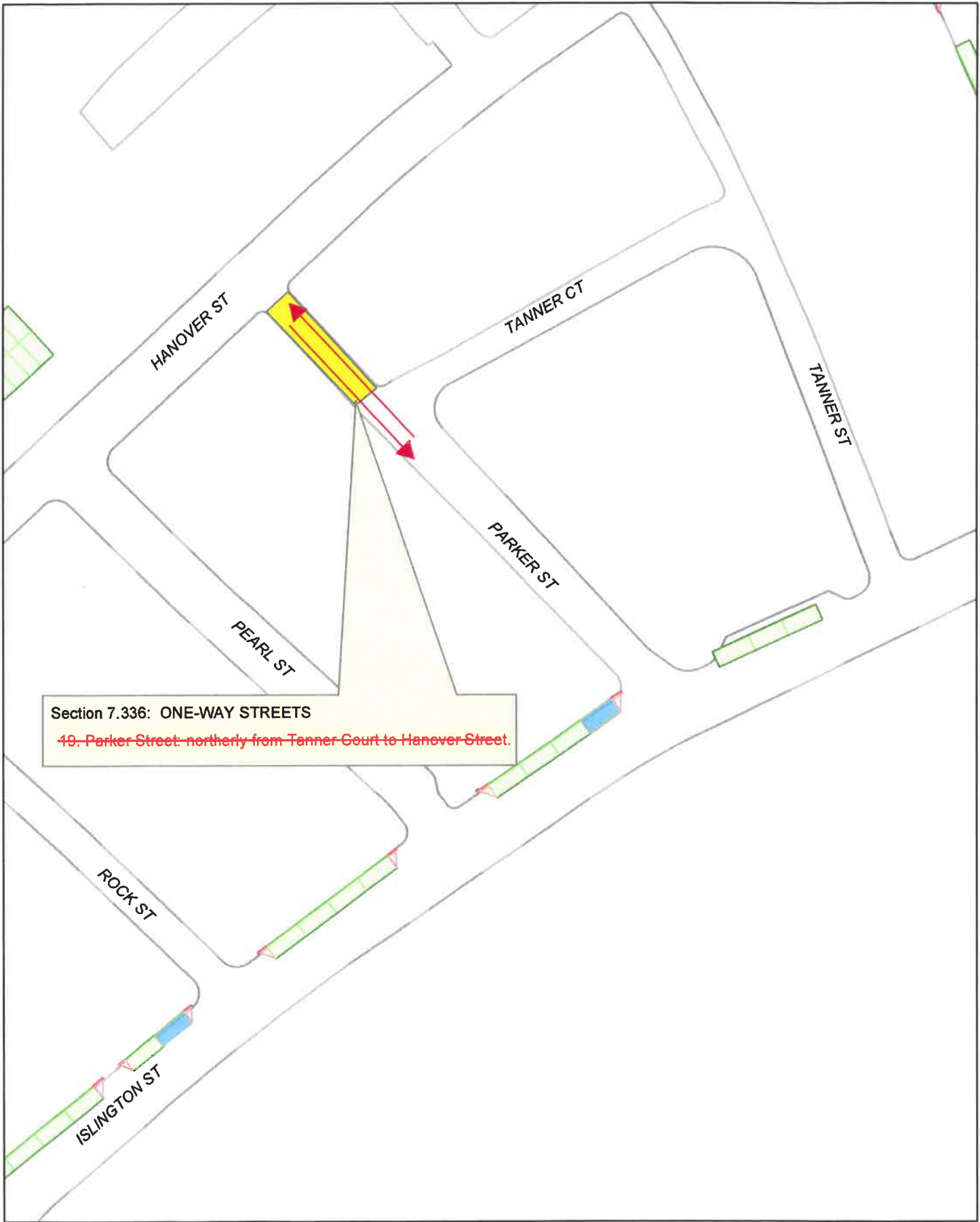
This ordinance shall take effect upon its passage.

APPROVED:

Rick Becksted, Mayor

ADOPTED BY COUNCIL:

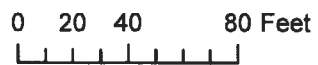
Kelli L. Barnaby, City Clerk



Section 7.336: ONE-WAY STREETS
 49. Parker Street: northerly from Tanner Court to Hanover Street.

ONE-WAY STREETS
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 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:

71. Little Harbor Road: Both sides of the roadway, beginning at the east side of the Wentworth Coolidge Mansion driveway, running easterly for a distance of 155 feet to the gate at the end of the pavement.

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

375

Wentworth Coolidge mansion driveway

385

LITTLE HARBOR RD

395

gate

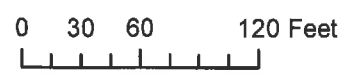
dirt path

380

Section 7.330: NO PARKING

71. Little Harbor Road:
Little Harbor Road: Both sides of the roadway, beginning at the east side of the Wentworth Coolidge Mansion driveway, running easterly for a distance of 155 feet to the gate at the end of the pavement.

**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 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:

4. Daniel Street:
 - a. northerly side, first four metered spaces west from the parking lot entrance at 80 Daniel Street.
 - b. southerly side, **first five three** metered spaces **east from Market Square running between 102 and 160 feet west of Penhallow Street.**

6. Hanover Street:
 - a. northerly side, first five spaces east from High Street
 - b. ~~northerly side, first two spaces east from Bridge Street~~

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.

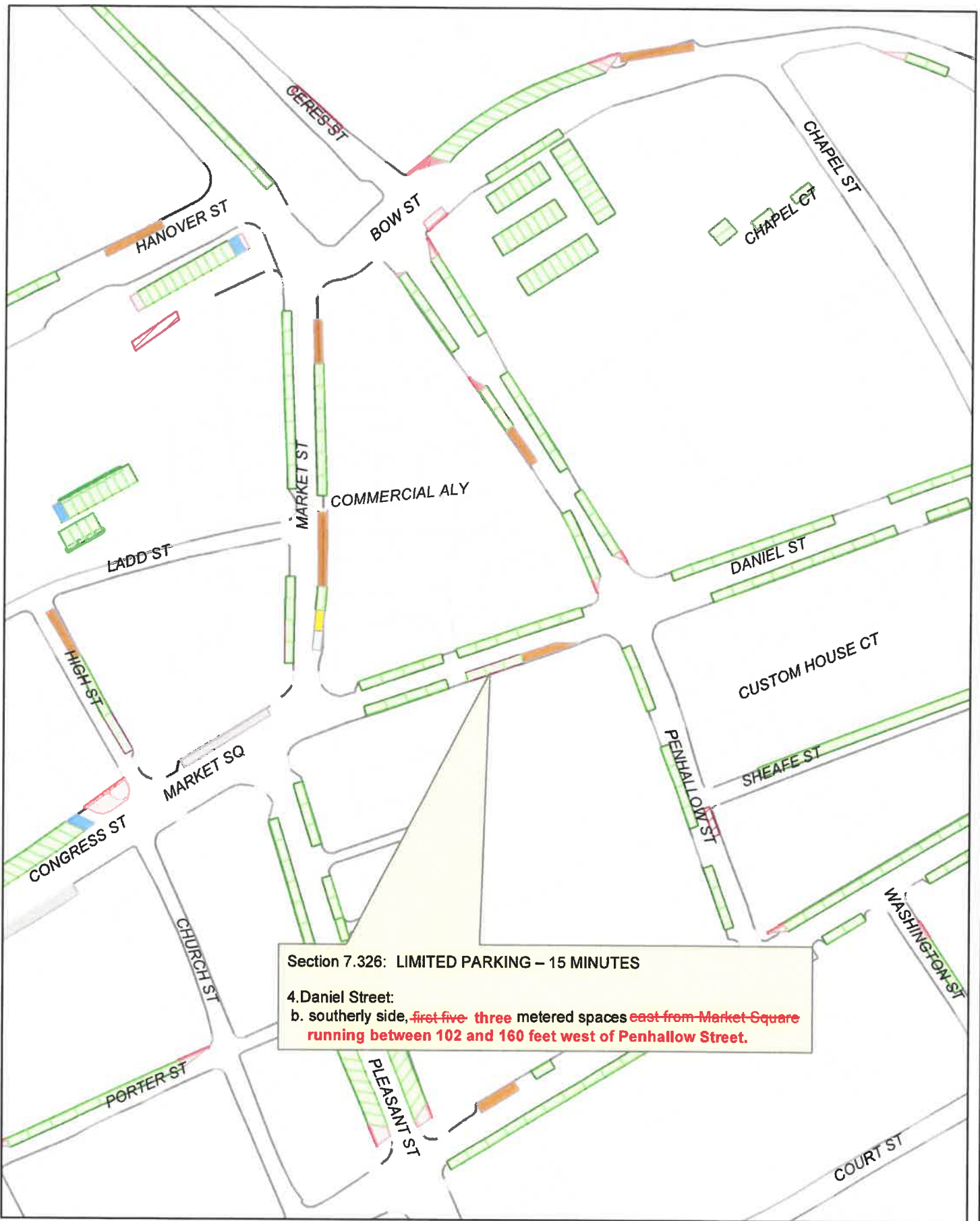
This ordinance shall take effect upon its passage.

APPROVED:

Rick Becksted, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

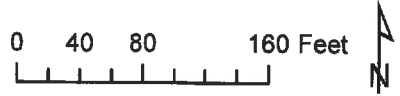


Section 7.326: LIMITED PARKING – 15 MINUTES

4. Daniel Street:
b. southerly side, ~~first five~~ three metered spaces east from Market Square running between 102 and 160 feet west of Penhallow Street.

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

Map prepared by Portsmouth Department of Public Works, 29 September 2020
 Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020



DEER ST

PORTWALK PL

Section 7.326: LIMITED PARKING – 15 MINUTES
6. Hanover Street:
~~e. northerly side, first two spaces east from Bridge~~

Former Bubby's Deli location

HANOVER ST

VAUGHAN MALL

HILL ST

BRIDGE ST

Provident Bank

MAPLEWOOD AVE

TANNER CT

TANNER ST

CONGRESS ST

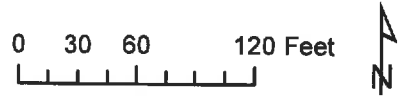
ISLINGTON ST

MIDDLE ST

PORTER ST

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

Map prepared by Portsmouth Department of Public Works, 29 September 2020
Map document: U:\Projects\0263 Parking Traffic & Safety\Traffic and Parking Ordinance Changes\2020





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: Trustee of the Trust Fund **Renewing applicant**

Name: Peter G. Weeks Telephone: 603 436-5059

Could you be contacted at work? YES NO - If so, telephone# 603 674 5264

Street address: 18 Congress Street Unit 305

Mailing address (if different): Box 673 Portsmouth NH 03802

Email address (for clerk's office communication): pgweeks@Comcast.net

How long have you been a resident of Portsmouth? 60 of the Past 75 years

Occupational background:

- Banking 1966-1975
- Real Estate Developer 1976-1992
- Real Estate Consultant 1993-Present

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

Reasons for wishing to continue serving: During the past 3 years
have worked with the other Trustees to increase
the value of the portfolios and would like
to continue to enhance Scholarship and
increase to Add to the Funds



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

See Attached

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

1) John Lyons 603 771 6103
Name, address, telephone number

2) Peter Loughlin 603 431 6466
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: [Signature]

Date: 9-25-20

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 01/01/2027

Annual Number of Meetings: 12 2019 Number of Meetings Absent: 0

Date of Original Appointment: 2/5/2018

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

PETER G. WEEKS
DOB 04/03/1945

RESIDED IN PORTSMOUTH

4-3-45 – 7-1-99
8-1-14 – PRESENT

EDUCATION

HAVEN GRAMMAR SCHOOL GRADES	K – 6
PORTSMOUTH JUNIOR HIGH GRADES	7 – 8
PORTSMOUTH HIGH SCHOOL GRADES	9- 12 1963
BRYANT COLLEGE – BUSINESS ADMIN	1964 – 1965

APPOINTED POSITIONS

PORTSMOUTH BOARD OF ADJUSTMENT	1966-67
HISTORIC DISTRICT COMMISSION	1977-78
PORTSMOUTH POLICE COMMISSION	1986-91
CITY OF PORTSMOUTH TRUSTEE OF TRUST FUNDS	2019 - PRESENT

ELECTED POSITIONS

PORTSMOUTH BOARD OF EDUCATION	1967 – 71
PORTSMOUTH CITY COUNCIL	1975 – 83
PORTSMOUTH ASST. MAYOR	1979 – 81
PORTSMOUTH MAYOR	1981 – 83

CIVIC ACTIVITIES

PAST MEMBER CHAMBER OF COMMERCE BOARD
PAST CHAIRMAN FUTURES ADVISORY BOARD
PAST COACH PORTSMOUTH LITTLE LEAGUE AND REC BASKETBALL LEAGUE
CURRENT MEMBER OF PORTSMOUTH ROTARY

CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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

Committee: Economic Development Commission **Renewing applicant**

Name: Philip C. Cohen Telephone: (603) 767 1395

Could you be contacted at work? YES/ NO - If so, telephone # (603) 334-6705

Street address: 114 Crescent Way

Mailing address (if different): _____

Email address (for clerk's office communication): Cohen.philip@gmail.com

How long have you been a resident of Portsmouth? 14 years

Occupational background:

Commercial real estate loan officer, with
extensive experience in new construction (development
financing (Senior Vice President at Peoples United Bank)

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

Reasons for wishing to continue serving: Continue to provide perspective
on banking/finance community for city matters as
it relates to continued growth throughout the city
Advocate for diversity of property types for
balance of growth (ie. retail, residential, office)

OVER
➔

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

The Housing Partnership, Treasurer of Board
Member of Greater Boston Real Estate Finance Assoc.

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

1) Kathleen Hayes, 325 State St., Portsmouth, NH
Name, address, telephone number (603) 334-6723

2) Deise Paulos Esq., 111 Maplewood Ave, Portsmouth, NH
Name, address, telephone number (603) 766-1686

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: 10/14/2020

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 10-1-2023
Annual Number of Meetings: 9 2019 Number of Meetings Absent: 3
Date of Original Appointment: 5/2/2011

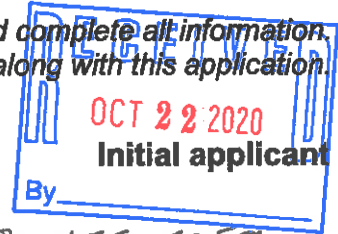
Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

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



Committee: Peirce Island Committee

Name: Devan Quinn Telephone: 603-475-3059

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

Street address: 199 Gates St., Portsmouth NH 03801

Mailing address (if different): —

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

How long have you been a resident of Portsmouth? 1 year

Occupational background:

Currently: Univ. of New Hampshire, Institute for Health Policy and Practice (pediatric mental health projects)
Previously: Government (NH Gov's office), Social Service (Domestic Violence Center), and Nonprofits (RI Kids Count)

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

I spoke to Steven Marizon earlier in the year to get a sense of what the Committee was working on and we spoke again last week - so I'm up to date!



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

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

Reasons for wishing to serve: I live right next to Pierce Island and am there almost every day. I'm excited to support a city gem where our families have the space, activity, natural landscape, and resources to be outside, gather (iron!) and take in the island.

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

Member @ Strawberry Banke
Member of Friends of the South End (FOSE)

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

1) Chris Gallot, 10 Fletcher St., Portsmouth
Name, address, telephone number 603-767-4304

2) Allie Tompkins, 581 Kearsarge Way, Portsmouth
Name, address, telephone number 603-475-7408

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: Devin Quinn Date: 10/20/20

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

Devan J. Quinn

(603) 475-3059

devanquinn@gmail.com

Experience

UNH Institute for Health Policy and Practice

Concord, NH
2019 - Present

Project Director

- Manage three quality improvement grant programs in pediatric clinical settings to support developmental screening, social determinants of health screenings, trauma-informed care, and mental health treatment.
- Responsible for grant and budget reporting and project deliverables including practice recruitment, webinars, trainings, resource guides, faculty contracts, and UNH Institutional Review Board approval.
- Plan stakeholder convenings on emerging health policy issues as related to Institute and grant priorities.

Rhode Island KIDS COUNT

Providence, RI
2018 - 2019

Policy Analyst

- Educated and lobbied state legislators and agency administrators through oral and written testimony, public comments, and stakeholder engagement on individual legislation and the state budget related to children's health policy issues including CHIP, Medicaid, social determinants of health, population health data, and equity.
- Managed the **DentaQuest Foundation** grant that funded the TeethFirst! initiative to connect parents to oral health care providers, support commercial and Medicaid reimbursement for dental practices, encourage primary care providers to utilize fluoride varnish, and encourage public awareness of dental hygiene.
- Researched and wrote publications including fact sheets on *Tobacco Use Among Youth*, policy brief on *Childhood Overweight and Obesity*, and indicators of children's health, poverty, and equity in annual *Factbook*.
- Partnered with community and state coalitions to coordinate advocacy efforts.
- Presented at national conferences, large organizational events, and state agency leadership meetings.

New Beginnings

Laconia, NH
2014 - 2015

Child and Family Advocate

- Collaborated with NH Coalition Against Domestic and Sexual Violence as the field lead to create and implement a new referral policy and process between all NH DCYF offices and Crisis Centers in NH.
- Managed direct service initiatives and created a Belknap County Jail educational and support program.
- Hired, trained, supervised, and managed direct service advocates, AmeriCorps advocates, and interns.

Office of New Hampshire Governor Maggie Hassan

Concord, NH
2013 - 2014

Executive Assistant to the Governor

- Prepared and presented daily policy briefs, agendas, meeting memos, presentations, and talking points for the Governor, executed her daily schedule, and acted as primary aide at events.
- Facilitated the Governor's time speaking with lawmakers, stakeholders, and constituents at events.

Office of Governor-Elect Maggie Hassan, Transition Team Maggie Hassan for Governor, Deputy Political Director

2012, Concord, NH
2012, Manchester, NH

Education

Brandeis University, Heller School for Social Policy and Management
Master of Public Policy, Health Policy Concentration

2017

George Washington University
Bachelor of Arts, Political Science and Women's Studies

2011



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: Conservation Commission Initial applicant

Name: Andrew Samonas Telephone: 603-988-7824

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

Street address: 127 A Middle Road, Portsmouth

Mailing address (if different): _____

Email address (for clerk's office communication): andrew@samonasgroup.com

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

Occupational background:

Real Estate brokerage in Portsmouth

Real Estate Development on projects such as McKinon s Plaza

Development of condo units in former Connie Bean Building (AKA Portsmouth Green)

Development of condos & housing throughout seacoast

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

- Participated in sustainability & resiliency practices study for the University of Miami as they related to the built environment
- Provided summaries for developers on multi-family + retail properties in Portsmouth
- Developing condo units within areas requiring Conservation Commission approval thus researched local & federal mandates/ordinances

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: Ensuring the city and its stakeholders maintain, protect, and actively consider the best avenues for sustainable development around natural resources. One of New Hampshire's & Portsmouth's best attributes of desirability/value is the access to beautiful landscapes, and moreover, water resources.

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

Chamber Collaborative Ambassador
Mentoring PHS students
Coaching lacrosse

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

1) Margaret O'Brien 111 Bow St Portsmouth 603-427-0700 / 603-828-721
2) John Bosen 260 Middle St Portsmouth 603-427-5500

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: _____

Date: 8/17/20

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

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

Hi all,

I am sure this will come as no surprise to any of you given my extended absence. I will need to formally resign from the Citizen Task Force. I realize I should have done this earlier but was hopeful that things would eventually settle down. Not only do I need to be available for my family members, but I have also taken on a new job to add to the madness COVID has created for so many. The job change is a wonderful opportunity that I just couldn't pass up.

Many thanks to each of you and the rest of the Task Force for all that you have done, and continue to do, in order to better our city during this tumultuous time.

Thank you so much for your understanding.

All the best,

Mary

Mary Morin

(603) 498-7225

#MASKUPNH😊

November 11, 2020

Hello,

It is with regret that I resign from this commission. I am unable to make the meetings due to my work schedule.

Thank you,
Jane Wright
603-498-0038

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 3, Article IX, **EFFECTIVE DATE** 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 IX: DISTRIBUTION OF SINGLE-USE DISPOSABLES ON CITY PROPERTY

EFFECTIVE DATE:

This ordinance shall take effect on ~~December 31, 2020~~ December 31, 2022.

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:

Mayor Rick Becksted

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE # 12-2019

THE CITY OF PORTSMOUTH ORDAINS:

That the ordinances of the City of Portsmouth are hereby amended, by the addition of a new section entitled Chapter 3, Article IX, Section 3.901 – **DISTRIBUTION OF SINGLE-USE DISPOSABLES ON CITY PROPERTY** which shall read in pertinent part as follows:

CHAPTER 3

PUBLIC HEALTH

ARTICLE IX: DISTRIBUTION OF SINGLE-USE DISPOSABLES ON CITY PROPERTY

3.901: PURPOSE

The City of Portsmouth recognizes that limiting the distribution of single-use disposables through source reduction is necessary to protect human health, to preserve the natural environment, and to conserve precious and dwindling natural resources through the proper and integrated management of solid waste.

3.902: DEFINITIONS

For the purpose of this Section, the following definitions apply:

Composting Facility: any solid waste compost facility certified to properly perform that function by the Director of Public Works of the City of Portsmouth.

Cost Pass-Through: the cost which must be collected by retailers from their Customers when providing a Single-Use Carryout Bag or a Single-Use Cup.

Customer: any Person obtaining goods from a Store.

Food Service Establishment: any restaurant, take-out food establishment, or any other business that is required to obtain a valid food service license from the Public Health Department of the City of Portsmouth. Food Service Establishments do not include Nonprofit Food Establishments.

Medical Facility: a business or nonprofit that has a primary purpose of providing medical services.

Nonprofit Charitable Reuser: a charitable organization or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials. To be considered a Nonprofit Charitable Reuser, the entity must meet the terms of section 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

Nonprofit Food Establishment: a charitable entity that prepares or serves food directly to the Customer or otherwise provides food or meals for consumption by humans. The term includes central food banks, soup kitchens, and nonprofit food delivery services. To be considered a Nonprofit Food Establishment, the entity must meet the terms of section 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

Operator: the person in control of, or having the responsibility for, the operation of a Store, which may include, but not be limited to, the owner of the Store.

Person: any natural person, firm, corporation, partnership, or other organization or group however organized.

Pharmacy: any Store where prescriptions, medications, controlled or over the counter drugs, personal care products or health supplement goods, or vitamins are sold.

Prepared Food: foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.

Produce Bag: any bag without handles used exclusively to carry produce, meats, or other food items to the point of sale inside a store or to prevent such food items from coming into direct contact with other purchased items. A Produce Bag is not a form of Single-Use Plastic Bag.

Retail Establishment: any commercial establishment that sells perishable and nonperishable goods including but not limited to, clothing, food, and personal items directly to the Customer and is located within or doing business within the City. Retail Establishments do not include Food Service Establishments, Nonprofit Charitable Reusers, or Pharmacies.

Reusable Plastic Bag: a sewn woven or non-woven nylon, polypropylene, polyethylene-terephthalata, or Tyvek bag capable of being used one hundred (100) times, is machine washable, and has stitched or woven handles that are not fused. A Reusable Plastic Bag is a form of Reusable Bag.

Reusable Bag: a bag capable of being used one hundred (100) times, is machine washable, and has stitched or woven handles that are not fused. Usable Bags include Reusable Plastic Bags.

Single-Use Carryout Bag: a bag made of plastic, paper, or other material that is provided by a Store to a Customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the Store. Single-Use Carryout Bags include Single-Use Plastic Bags and Single-Use Recycled Paper Bags. Single-Use Carryout Bags do not include Produce bags, Reusable Bags, or bags without handles provided to the Customer to hold prescription medication dispensed from a Pharmacy.

Single-Use Compostable Plastic Container: a container that is composed of one hundred percent (100%) Polylactic Acid and distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Compostable Plastic Container is a form of a Single-Use Plastic Container.

Single-Use Compostable Plastic Cup: a cup composed of one hundred percent (100%) Polylactic Acid and is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Compostable Plastic Cup is a form of a Single-Use Plastic Cup.

Single-Use Compostable Plastic Straw: a disposable tube that is composed of one hundred percent (100%) Polylactic Acid and is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion. A Single-Use Compostable Plastic Straw is a form of a Single-Use Plastic Straw.

Single-Use Container: a container that is distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store.

Single-Use Cup: a cup that is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store.

Single-Use Plastic Bag: a bag that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the Store. A Single-Use Plastic Bag is a form of a Single-Use Carryout Bag.

Single-Use Plastic Container: a container that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Plastic Container is a form of a Single-Use Container.

Single-Use Plastic Cup: a cup that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Plastic Cup is a form of a Single-Use Cup.

Single-Use Polystyrene Container: a container composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Polystyrene Container is a form of a Single-Use Container.

Single-Use Polystyrene Cup: a cup composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Polystyrene Cup is a form of a Single-Use Cup.

Single-Use Plastic Straw: a disposable tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, that is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage. A Single-Use Plastic Straw is a form of a Single-Use Straw.

Single-Use Recycled Paper Bag: a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) post-consumer recycled content; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the word "Recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content. The Single-Use Recycled Paper Bag is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Material (ASTM) Standard Specification for Compostable Plastics D6400, as published in September 2004. A Single-Use Recycled Paper Bag is a form of a Single-Use Carryout Bag.

Single-Use Straw: a disposable tube that is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion. Single-Use Straws include a straw made from both plastic materials and non-plastic materials such as paper, pasta, sugar cane, wood, or bamboo.

Store: any Food Service Establishment, Pharmacy, or Retail Establishment located within the City. Stores do not include Medical Facilities.

3.903 CARRYOUT BAGS

A. Prohibited Carryout Bags:

1. No Store on City property shall provide a Single-Use Carryout Bag to a Customer, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the Store except as provided in this Section.
2. No Person shall distribute a Single-Use Carryout Bag at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Carryout Bags:

1. Stores on City property are allowed to distribute Single-Use Carryout Bags or Reusable Bags to Customers subject to the terms of this Section.
2. All Stores may distribute their remaining 2020 Single-Use Plastic Bag inventory.
3. Nothing in this Section prohibits Customers from using bags of any type that they bring to the Store themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the Store.

C. Exemptions:

1. Stores on City property are allowed to distribute only Single-Use Recycled Paper Bags or Reusable Bags to Customers for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this Section.
2. Food Service Establishments on City property are allowed to distribute Single-Use Plastic Bags to Customers only for the purpose of safeguarding health and safety during the transportation of Prepared Foods, including take-out foods and liquids intended for consumption away from the food provider's premises, subject to the terms of this Section.
3. A Customer shall be charged a minimum of a ten cents (\$.10) Cost Pass-Through for each Single-Use Carryout Bag provided by the Store on City property. The sale of each bag shall be separately itemized on the sale receipt. The Cost Pass-Through will remain with the Operator of the Store.
4. A Store on City property may provide a Customer participating in *Special Supplement Nutrition Program for Women, Infants, and Children (WIC)* or *Supplemental Nutrition Assistance Program (SNAP)* with one (1) or more Single-Use Carryout Bag or Reusable Bags at no cost.
5. A Store on City property may provide a Customer with (1) Single-Use Recycled Paper Bag 6 inches across or less without handles at no cost.

3.904 DISPOSABLE CUPS

A. Prohibited Disposable Cups:

1. No Store on City property shall provide a Single-Use Plastic Cup to a Customer, at the check stand, cash register, point of sale, or any other location for the purpose of transporting a beverage that will be drank inside or outside of the Store except as provided in this Section.
2. No Store shall provide a Single-Use Polystyrene Cup to a Customer at the check stand, cash register, point of sale, or any other location for the purpose of transporting a beverage that will be drank inside or outside of the Store.

3. No Person shall distribute a Single-Use Plastic Cup or Single-Use Polystyrene Cup at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Cups:

1. Stores on City property are allowed to distribute Single-Use Cups to Customers for the purpose of transporting a beverage that will be drank inside or outside of the Store, subject to the terms of this Section.

2. A Customer shall be charged a minimum of a ten cents (\$.10) Cost Pass-Through for each Single-Use Cup provided by the Store on City property. The sale of each Single-Use Cup shall be separately itemized on the sale receipt. The Cost Pass-Through will remain with the Operator of the Store.

3. All Stores may distribute their remaining 2020 Single-Use Cup inventory.

4. Nothing in this Section prohibits Customers from using cups of any type that they would otherwise be allowed to bring to the Store themselves under the Ordinances of the City of Portsmouth in lieu of using cups provided by the Store.

C. Exemptions:

1. The only Single-Use Plastic Cups that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Cups if the Store on City property provides customers the option to dispose of the Single-Use Compostable Plastic Cups in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

2. A Store may provide a Customer participating in the Special Supplement Nutrition Program for Women, Infants, and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) with one (1) or more Single-Use Cup at no cost.

3.905 DISPOSABLE CONTAINERS

A. Prohibited Disposable Containers:

1. No Store on City property shall provide a Single-Use Plastic Container to a Customer, at the check stand, cash register, point of sale, or any other location for the purpose of transporting Prepared Food that will be consumed inside or outside of the Store except as provided in this Section.

2. No Store shall provide a Single-Use Polystyrene Container at the check stand, cash register, point of sale, or any other location for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store.

3. No Person shall distribute a Single-Use Plastic Container or a Single-Use Polystyrene Container at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Containers:

1. Stores on City property are allowed to distribute Single-Use Containers to Customers for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store, subject to the terms of this Section.

2. All Stores may distribute their remaining 2020 Single-Use Container inventory.

3. Nothing in this Section prohibits Customers from using containers of any type that they would otherwise be allowed to bring under the Ordinances of the City of Portsmouth to the Store themselves in lieu of using containers provided by the Store.

C. Exemptions:

1. The only Single-Use Plastic Containers that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Containers if the Store provides customers the option to dispose of the Single-Use Compostable Plastic Containers in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

3.906 DISPOSABLE STRAWS

A. Prohibited Disposable Straws:

1. No Store on City property shall provide a Single-Use Plastic Straw to a customer for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store, except as provided in this Section.

2. No Person shall distribute a Single-Use Plastic Straw at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Straws:

1. Stores on City property are allowed to distribute Single-Use Straws to Customers for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store, subject to the terms of this Section.

2. All Stores may distribute their remaining 2020 Single-Use Straw inventory.

3. Nothing in this Section prohibits Customers from using straws of any type that they bring to the Store themselves in lieu of using containers provided by the Store.

C. Exemptions:

1. Stores on City property are only allowed to distribute Single-Use Straws at the explicit request of the customer for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store.

2. The only Single-Use Plastic Straws that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Straws if the Store provides customers the option to dispose of the Single-Use Compostable Plastic Straws in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

3.907 PENALTIES AND REMEDIES

In addition to any other penalty or remedy permissible by law for violation of this Section, the following shall apply:

1. If the City determines that a violation of this Section has occurred, a written warning that includes the potential penalties for future violations will be issued to the Operator.

2. Upon a second or subsequent infraction of this Section, the City is authorized to issue citations to persons, firms, or corporations violating this Section in accordance with the ordinances of the City of Portsmouth. The amount of the fee that will accompany the citation will be determined by the Fee Schedule Study Committee of the City of Portsmouth.
3. The City Attorney is authorized to file any appropriate legal proceedings, including but not limited to requests for injunctive relief, necessary to prevent violation of this Section.

SEVERABILITY

Any portion of this ordinance that is found to be void shall be unenforceable without invalidating the remainder of the ordinance.

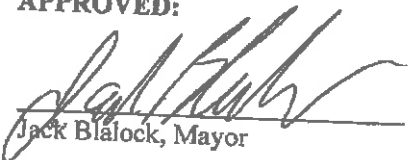
EFFECTIVE DATE

This ordinance shall take effect on December 31, 2020.

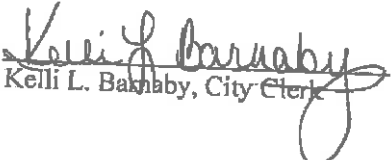
The City Clerk shall properly alphabetize and/or re-number the ordinance as necessary in accordance with this amendment.

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

APPROVED:


Jack Blalock, Mayor

**ADOPTED BY COUNCIL:
OCTOBER 7, 2019**


Kelli L. Barnaby, City Clerk

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 3, Article X, **EFFECTIVE DATE** 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 X: DISTRIBUTION OF SINGLE-USE DISPOSABLES – CITYWIDE

EFFECTIVE DATE:

This ordinance shall take effect on ~~December 31, 2020~~ December 31, 2022.

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:

Mayor Rick Becksted

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

ORDINANCE # 13-2019

THE CITY OF PORTSMOUTH ORDAINS:

That the ordinances of the City of Portsmouth are hereby amended, by the addition of a new section entitled Chapter 3, Article X, Section 3.1001 – **DISTRIBUTION OF SINGLE-USE DISPOSABLES -CITYWIDE** which shall read in pertinent part as follows:

CHAPTER 3

PUBLIC HEALTH

ARTICLE X: DISTRIBUTION OF SINGLE-USE DISPOSABLES - CITYWIDE

3.1001: PURPOSE

The City of Portsmouth recognizes that limiting the distribution of single-use disposables through source reduction is necessary to protect human health, to preserve the natural environment, and to conserve precious and dwindling natural resources through the proper and integrated management of solid waste.

3.1002: DEFINITIONS

For the purpose of this Section, the following definitions apply:

Customer: any Person obtaining goods from a store.

Food Service Establishment: any restaurant, take-out food establishment, or any other business that is required to obtain a valid food service license from the Public Health Department of the City of Portsmouth. Food Service Establishments do not include Nonprofit Food Establishments.

Nonprofit Food Establishment: a charitable entity that prepares or serves food directly to the Customer or otherwise provides food or meals for consumption by humans. The term includes central food banks, soup kitchens, and nonprofit food delivery services. To be considered a Nonprofit Food Establishment, the entity must meet the terms of section 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

Operator: the person in control of, or having the responsibility for, the operation of a Store, which may include, but not limited to, the owner of the Store.

Person: any natural person, firm, corporation, partnership, or other organization or group however organized.

Prepared Food: foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw, uncooked meat product or fruits or vegetables which are copped, squeezed, or mixed.

Retail Establishment: any commercial establishment that sells perishable and nonperishable goods including but not limited to, clothing, food, and personal items directly to the Customer and is located within or doing business within the City. Retail Establishments do not include Food Service Establishments, Nonprofit Charitable Reusers, or Pharmacies.

Single-Use Container: a container that is distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store.

Single-Use Cup: a cup that is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store.

Single-Use Polystyrene Container: a container composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Polystyrene Container is a form of a Single-Use Container.

Single-Use Polystyrene Cup: a cup composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Polystyrene Cup is a form of a Single-Use Cup.

Store: any Food Service Establishment, Pharmacy, or Retail Establishment located within the City. Stores do not include Medical Facilities.

3.1003 DISPOSABLE CUPS

A. Prohibited Disposable Cups:

1. No Store shall provide a Single-Use Polystyrene Cup to a Customer at the check stand, cash register, point of sale, or any other location for the purpose of transporting a beverage that will be drank inside or outside of the store.

B. Permitted Disposable Cups:

1. Stores are allowed to distribute Single-Use Polystyrene Cups to Customers for the purpose of transporting a beverage that will be drank inside or outside of the Store, subject to the terms of this Section.
2. All Stores may distribute their remaining 2020 Single-Use Polystyrene Cup inventory.
3. Nothing in this Section prohibits Customers from using cups of any type that they would otherwise be allowed to bring to the Store themselves under the Ordinances of the City of Portsmouth in lieu of using cups provided by the Store.

3.1004 DISPOSABLE CONTAINERS

A. Prohibited Disposable Containers:

1. No Store shall provide a Single-Use Polystyrene Container at the check stand, cash register, point of sale, or any location for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store.

B. Permitted Disposable Containers:

1. Stores are allowed to distribute Single-Use Polystyrene Containers to Customers for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store, subject to the terms of this Section.
2. All Stores may distribute their remaining 2020 Single-Use Polystyrene Container inventory.
3. Nothing in this Section prohibits Customers from using containers of any type that they would otherwise be allowed to bring to the Store themselves under the Ordinances of the City of Portsmouth in lieu of using containers provided by the Store.

3.1005

PENALTIES AND REMEDIES

In addition to any other penalty or remedy permissible by law for violation of this Section, the following shall apply:

1. If the City determines that a violation of this Section has occurred, a written warning that includes the potential penalties for future violations will be issued to the Operator.
2. Upon a second or subsequent infraction of this Section, the City is authorized to issue citations to persons, firms, or corporations violating this Section in accordance with the ordinances of the City of Portsmouth. The amount of the fee that will accompany the citation will be determined by the Fee Schedule Study Committee of the City of Portsmouth.
3. The City Attorney is authorized to file any appropriate legal proceedings, including but not limited to requests for injunctive relief, necessary to prevent violation of this Section.

SEVERABILITY

Any portion of this ordinance that is found to be void shall be unenforceable without invalidating the remainder of the ordinance.


EFFECTIVE DATE

This ordinance shall take effect on December 31, 2020.

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

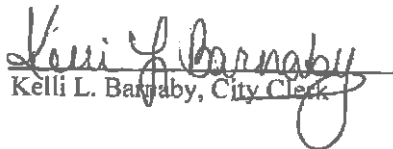
All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

APPROVED:



Jack Blalock, Mayor

**ADOPTED BY COUNCIL:
OCTOBER 7, 2019**



Kelli L. Barnaby, City Clerk

**PARKING and TRAFFIC SAFETY COMMITTEE
ACTION SHEET**

8:00 A.M. – October 8, 2020
Remote Meeting via Zoom

PRESENT: City Councilor/Chairman Peter Whelan, City Manager Karen Conard,
Public Works Director Peter Rice, Fire Chief Todd Germain,
Police Captain Mike Maloney
Members: Steve Pesci, Jonathan Sandberg, Harold Whitehouse and
Erica Wygonik (Alternate)

ABSENT: Mary Lou McElwain

CITY STAFF: Parking and Transportation Engineer Eric Eby
Parking Director Ben Fletcher
Planning Director Juliet Walker

ACTION ITEM NEEDING APPROVAL BY CITY COUNCIL

- | |
|--|
| <ul style="list-style-type: none">• <u>Report back on traffic calming request on Chevrolet Avenue</u> – On a unanimous roll call 9-0, voted to respectfully request that the City Council allocate funds to the Planning and Public Works Departments to conduct a comprehensive street network plan for the Chevrolet Avenue, Brewery Lane and Albany Street area. |
|--|

1. Chairman Peter Whelan recited that this is a Remote Meeting via Zoom Conference Call. 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 2020-17, 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.
2. Financial Report – **On a unanimous roll call 9-0, voted** to accept and approve the financial report dated August 31, 2020 as presented.
3. Public Comment Session – There were 11 speakers: Liza Hewitt (Middle Road speed), Molly Wilson (Middle Road speed), John Thompson (Bartlett Street traffic calming), Janet Thompson (Bartlett Street traffic calming), Andrea Ardito (Albany Street parking), Michael Shea (Middle Road speed), Thomas Morley (Chevrolet Avenue traffic calming), Rebecca McBeath (Middle Road speed), Janelle Beaudry-Clark (Middle Road speed), Elizabeth Kinney (Bartlett Street traffic calming) and Kristen Wilson (Albany Street parking).

4. Request for 2-hour time restriction for new parking spaces at corner of Albany Street and Brewery Lane – **On a unanimous roll call 9-0, voted** to have staff report back at the next meeting on reasonable intermediate plans to address concerns on this block of Albany Street.
5. Report back on traffic calming request on Chevrolet Avenue, by Thomas Morley – **On a unanimous roll call 9-0, voted** to remove the 30 mph speed limits signs on Chevrolet Avenue and prepare a recommendation to the City Council to change the ordinance to make Chevrolet Avenue a posted 25 mph street corridor.

On a unanimous roll call 9-0, voted to respectfully request that the City Council allocate funds to the Planning and Public Works Departments to conduct a comprehensive street network plan for the Chevrolet Avenue, Brewery Lane and Albany Street area.

6. Report back on the intersection of Marcy Street and Mechanic Street – Informational and no action taken by Committee.
7. Monthly accident report, by Police Captain Mike Maloney – No action required.
8. Maplewood Avenue pedestrian signal changes update – No action required.
9. Traffic volumes during pandemic – No action required.
10. PTS Open Action Items – No action required.
11. Bartlett Street neighborhood traffic calming report back – Informational and staff will report back with recommendations on short-term measures. Staff will also report back once the Cate Street Connector has been constructed and opened to traffic in the summer of 2021.
12. Middle Road speed and safety concerns, by Liza Hewitt – **On a unanimous roll call 9-0, voted** to have staff collect and evaluate speed data, and make a recommendation at the next meeting for a pilot project on temporary speed reduction mechanisms.
13. Aldrich Road petition submission by residents – **On a unanimous roll call 9-0, voted** to have staff review previous work done on Aldrich Road concerning traffic calming and report back to the Committee.
14. Adjournment – At 9:56 a.m., **on a unanimous roll call 9-0, voted to adjourn.**

Respectfully submitted by:
Amy Chastain
Secretary to the Committee

MEETING MINUTES

PARKING and TRAFFIC SAFETY COMMITTEE

8:00 A.M. – October 8, 2020

Remote Meeting via Zoom

I. CALL TO ORDER:

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

II. ATTENDANCE BY ROLL CALL:

Members Present:

City Councilor/Chairman Peter Whelan

City Manager Karen Conard

Public Works Director Peter Rice

Fire Chief Todd Germain

Police Captain Mike Maloney

Steve Pesci

Jonathan Sandberg

Harold Whitehouse

Erica Wygonik (Alternate)

Absent:

Mary Lou McElwain

City Staff Present:

Parking and Transportation Engineer Eric Eby

Parking Director Ben Fletcher

Planning Director Juliet Walker

III. FINANCIAL REPORT:

Jonathon Sandberg questioned if the Bridge Street Lot closure for Pop-Up NH was included in the budgeting projections. Public Works Director Peter Rice responded it was not. The adjusted budget was based on the changes and reductions made during budgeting in response to COVID-19. The City is currently tracking above what was projected. Parking Director Ben Fletcher added that they are tracking ahead, but they are entering the slowest portion of the season, with reduced events.

Harold Whitehouse moved to accept and approve the financial report as presented, seconded by Public Works Director Peter Rice.

On a unanimous roll call, motion passed.

IV. PUBLIC COMMENT:

Liza Hewitt spoke in favor of lowering the speed limit on Middle Road and considering other safety measures. Speeds of over 40 mph occur regularly on this road. Ms. Hewitt submitted a petition to lower the speed limit to 25 mph. There are a lot of pedestrians on the road and they need to be able to cross the street safely.

Molly Wilson spoke in support of lowering the speed limit on Middle Road. The City worked to lower the speed on South Street, but the City needs to lower speeds on Middle Road as well. The goal is to keep the neighborhood safe for everyone.

John Thompson commented that his house was the first driveway on the left after the blind curve on Woodbury Avenue. Mr. Thompson noted that Janet Thompson submitted a detailed proposal, asking to reroute traffic from the one-way section on Woodbury Avenue. Mr. Thompson supported making this stretch of Woodbury Avenue restricted to resident only traffic. Otherwise traffic will only get busier. Most cars go over the 25 mph speed limit around the blind curve. Removing two parking spaces in the area may help with visibility, but parking is already an issue.

Janet Thompson echoed John Thompson's comments. There continues to be an abundance of traffic on this street. Trucks continually use this street even though they shouldn't. Ms. Thompson proposed blocking this part of the street off to non-residents and make it a U-turn cul-de-sac.

Andrea Ardito commented that she moved her shop, Nest, to 100 Albany Street. She was worried that parking would not be available for businesses on Albany Street. The small businesses on Albany Street can't survive without parking. Ms. Ardito requested adding 2 curbside compact car spaces with a time limit of one hour. Public spaces could also be provided in the lot across the street with 1-2-hour parking. Additional parking will provide relief to the small businesses in that area.

Michael Shea commented that backing out of his driveway is not safe. He supported the suggestions made about Middle Road. Pedestrians are walking in the street to keep social distancing precautions. Motorists need to slow down and be more aware of people in the street.

Thomas Morley commented on removing the 30-mph sign to make the road 25 mph. It is good to learn that most drivers go under the speed limit, but not putting up a new sign will reduce awareness. The new speed limit sign should be posted. Chevrolet Ave. should be 25 mph or lower. Lowering the speed limit is critical for pedestrian and traffic safety.

Rebecca McBeath echoed the previous comments about Middle Road and encouraged the Committee to look at the petition. The traffic needs to be slower on Middle Road.

Janelle Beaudry-Clark spoke in support of Ms. Hewitt's petition. Children use Middle Road to walk, bike and scooter. Cars are frequently moving too fast. Essex Avenue is used as a speedy "cut through". The Committee should consider lowering the speed limit on Essex Avenue.

Elizabeth Kinney spoke to the traffic on Bartlett Street. Traffic has become reckless with speeding. Cars are not stopping for pedestrians in the crosswalk. Traffic calming measures need to be put in place. There should be more signage.

Kristen Wilson owns Decades antique store at 100 Albany Street. She spoke to the public parking on Albany Street and the complaints about where vehicles are parking. Businesses need available parking on the street. Instead of eliminating parking spaces, the Committee should stripe lines for spaces and post signs. The two spaces near the Weekender should be

marked as 1-2-hour parking. She stated that employees are parking in the spaces all day, which eliminates turnover for business customers.

V. NEW BUSINESS:

A. Request for 2-hour time restriction for new parking spaces at corner of Albany Street and Brewery Lane. Eric Eby commented that there was no recommendation at this point, but there were some options to discuss. Two spaces may be able to be striped against the island. The area is mostly on public property. However, City staff would need to work with the Weekender owners because some of the area may be on their private property. It could be designated public parking with a sign. Putting a time limit on the spaces would need to be approved by this Committee and City Council. Another idea is to keep parking on Albany Street. Traffic is not too bad on Albany Street. However, it can be tight if someone is trying to turn onto Albany Street and a car is at the stop sign and another car is parked on the street. Right now, there is temporarily no parking until the Islington Street Corridor project is completed. The options are restricted because of the private property in the area. The Weekender gets tractor trailer deliveries regularly. Right now, cars can park up to 72 hours. Time restrictions would be required to encourage turnover. Traffic will increase in this area. Being a yield street may not be a long-term solution. The Committee will need to look at a long-term solution.

Jonathon Sandberg suggested putting a couple of spaces in front of the pet grooming business across the street. Mr. Eby responded that would result in the same problem of cars sticking out in the street. It is a difficult area to accommodate parking.

Erica Wygonik questioned if the yellow lines on the road could be shifted to make more room for parking. Mr. Eby responded that the road was 26 feet wide. An 8-foot parking stall would make two 9-foot lanes. Erica Wygonik noted that it would be nice to have parking for the businesses, but the Committee would not want to create a safety concern. It is not a good place to have long-term parking.

Chairman Peter Whelan suggested putting a time limit on parking between the hours of 9 a.m. and 6 p.m. This would allow for overnight parking.

Steve Pesci commented that the Committee needed to think through a reasonable accommodation and he was concerned that they were trying to create too much parking. It is not necessarily the best public policy to squeeze parking spaces into every inch of asphalt. This neighborhood is changing dramatically, and it may make sense to make the street a one-way for a long-term solution. The Committee should do something in the short term, but they need a long-term plan.

Harold Whitehouse questioned if the Committee could implement a temporary solution and look at a long-term solution later. Public Works Director Peter Rice responded that a temporary solution could not be implemented until after construction ended in the area.

Erica Wygonik noted that a comprehensive look at the block and the overall area was a good idea. It would be nice to try 30 minute parking for a month or two to see if it alleviates concerns. Erica Wygonik questioned if it would be possible to move the yellow center line to reallocate road space. Public Works Director Peter Rice confirmed it would.

Chairman Peter Whelan requested that City staff report back with a recommendation for a temporary solution when the detour ends and then look for a long-term solution. Chairman Peter Whelan questioned if they should wait to take action on the two spaces at the Weekender lot. Mr. Eby responded that he needed to work with the owners before any action is taken.

Erica Wygonik moved to have staff report back at the next meeting on reasonable intermediate plans to address concerns on this block of Albany Street, seconded by Harold Whitehouse.

On a unanimous roll call, motion passed 9-0.

B. Report back on traffic calming request on Chevrolet Avenue, by Thomas Morley.

Eric Eby commented that a traffic recorder was installed on Chevrolet Avenue. The average speed was 22 mph and the 85th percentile was 26 mph. The recommendation was to remove the 30 mph speed limit signs. Removing the signs would keep speeds as they are. There is no speeding issue at the present time.

Steve Pesci commented that this case may be worth going to the City Council to establish and post 25 mph speed limit signs. No signs could create a potential challenge.

Police Captain Mike Maloney noted that no signs could be problematic because awareness is part of motor vehicle and traffic laws. It doesn't make it impossible to enforce, but it would be harder.

Public Works Director Peter Rice commented that the 30 mph signs should be removed now and then submit the speed limit change proposal to the City Council. If the signs are not removed first, it could be a challenging process. There is currently a design to build sidewalks on Chevrolet Avenue. Pedestrian traffic in that area is dangerous.

Steve Pesci moved to have staff remove the 30 mph signs on Chevrolet Avenue and prepare a proposal to make that street a 25 mph speed limit with posted signs. Additionally, the Planning Department and Public Works Department should start work on a neighborhood traffic pattern plan, in coordination with the sidewalk work, and address logical street naming according to E-911, seconded by Harold Whitehouse.

Harold Whitehouse requested a shorter motion.

Steve Pesci moved to remove the 30 mph speed limits signs on Chevrolet Avenue and prepare a recommendation to the City Council to change the ordinance to make Chevrolet Avenue a posted 25 mph street corridor, seconded by Harold Whitehouse.
On a unanimous roll call, motion passed 9-0.

Steve Pesci moved to have staff begin the process to develop a comprehensive street development plan, as resources permit, and use addressing street naming conventions for E-911, seconded by Public Works Director Peter Rice.

Public Works Director Peter Rice commented that he supported the concept, but allocation of resources was outside of this Committee's authority. The Committee should request for the City Council to include money in the annual budget to complete this study.

**Steve Pesci moved to respectfully request that the City Council allocate funds to the Planning and Public Works Departments to conduct a comprehensive street network plan, seconded by Public Works Director Peter Rice.
On a unanimous roll call, motion passed 9-0.**

VI. OLD BUSINESS:

A. Report back on the intersection of Marcy Street and Mechanic Street.

Eric Eby commented that they have not made contact with the owner, but are continuing to reach out. The owner stated in a letter that they were not willing to do more than was required by the Boards. Mr. Eby was hopeful that when a dialogue happens the owner will understand it would not be a large endeavor.

VII. INFORMATIONAL:

A. Monthly accident report, by Police Captain Mike Maloney.

Police Captain Mike Maloney commented that the month of August had 74 reportable crashes. A reportable crash is when the cumulative damages are over \$1,000. There have been 492 reportable accidents this year. There was one bike accident in July at the intersection of Mechanic Street and Marcy Street. There were minor injuries to the bicyclist. There were no pedestrian accidents to report.

B. Maplewood Avenue pedestrian signal changes update.

Eric Eby noted that the contractor made the final changes to the signals downtown. Pedestrians will now get a 5 second head start to the traffic. Turning traffic must yield to pedestrians. There are now two buttons at each corner; one for each crosswalk. Overall, there is less delay for pedestrians and motorists. There will be a learning curve.

C. Traffic volumes during pandemic.

Eric Eby commented that traffic volumes continue to run 80-85% compared to last year. Bike lane usage has 30-40 bikes per day.

D. PTS Open Action Items.

No Committee discussion.

VIII. MISCELLANEOUS:

A. Bartlett Street neighborhood traffic calming report back.

Eric Eby commented that the Committee has talked about this several times in the past. Plans have been presented to the neighborhood with several traffic calming measure options. They were left with the neighborhood to discuss and try to reach a consensus. That resulted in installing yellow bollards at Bartlett Street and Thornton Street. It helped reduce speeds. There were also bollards installed at the Pine Street crosswalk. Now there needs to be further consensus on what the neighborhood would like to see happen. There is a proposed roundabout at Bartlett Street and Thornton Street. However, this is currently a truck route until the Cate Street Connector is completed.

Jonathon Sandberg commented that the bollards were not installed after the winter season. Eric Eby responded that the neighborhood did not want the bollards put back in. It was not a consensus to use them long-term.

Public Works Director Peter Rice commented that there were a number of options for traffic calming. In order to do significant improvements, truck traffic will need to be restricted. There is an item in the Capital Improvement Plan (CIP) identifying a new multi-phase project to upgrade the neighborhood.

Steve Pesci requested the Committee get historic data about traffic and speeds in that area. The new connector may change things dramatically. The Committee should be cautious of any dramatic changes at this point.

City Manager Karen Conard commented that she and others met with the neighbors. A short-term consideration could be to call more attention to stop signs in that area. There were concerns about the obvious disregard for the stop signs.

Police Captain Mike Maloney commented that for the last 3 years, that intersection has had more dedicated traffic enforcement efforts than in any other part of the city. There is plenty of enforcement in that area, but the intersection continues to be a little bit of an issue.

Erica Wygonik commented that updating the stop signs for better retro reflective signs would be a quick fix. They should be evaluated for any visibility issues. Eric Eby responded that the biggest issue was the lack of side street traffic. People roll through the stop sign because of it.

Steve Pesci questioned if putting in a two way stop on Woodbury Avenue and Cottage Street would help. That would force Woodbury Avenue southbound traffic to stop at the intersection. Mr. Eby responded that he would need to review the traffic volume data.

Staff will report back with recommendations on short-term measures. Staff will also report back once the Cate Street Connector has been constructed and opened to traffic in the summer of 2021.

B. Middle Road speed and safety concerns, by Liza Hewitt.

Eric Eby commented that there have been concerns about this crosswalk, but they have not found speeds in excess. The speed limit is 30 mph and cars are complying. The speed limit can be lowered, but the data doesn't justify it. The real solution is to change the character of roadway to adjust the speed in the area. Currently, there is not a lot of reason to slow down because the road is wide and straight.

Steve Pesci commented that this was an arterial street. It does not make sense to make this a 25 mph speed limit because of the physical nature of the road and enforcement. Steve Pesci commented that it was important to respect the residents' concerns and also to respect the data.

Chairman Peter Whelan commented that it may be worthwhile to collect more data. Eric Eby confirmed that he would update the data.

Public Works Director Peter Rice commented there may be an opportunity to try a pilot, with a temporary configuration change, to monitor speed and see if it changes speed levels. That could give the residents a feeling of some forward motion. They need to constrict the road to slow down traffic.

**Public Works Director Peter Rice moved to have staff collect and evaluate speed data, and make a recommendation at the next meeting for a pilot project on temporary speed reduction mechanisms, seconded by Steve Pesci.
On a unanimous roll call, motion passed 9-0.**

C. Aldrich Road petition submission by residents. Chairman Peter Whelan spoke to the letter and petition submitted. Public Works Director Peter Rice commented that he did not have a chance to review the letter, but was involved in the previous traffic calming effort. An exhaustive review with input from residents dictated the configuration of the current roadway.

**Public Works Director Peter Rice moved to have staff review previous work done on Aldrich Road concerning traffic calming and report back to the Committee, seconded by Harold Whitehouse.
On a unanimous roll call, motion passed 9-0.**

Harold Whitehouse commented that the City Hall demonstration on the “Dutch Reach” was very informative.

IX. ADJOURNMENT:

Harold Whitehouse moved to adjourn at 9:56 a.m., seconded Steve Pesci.
On a unanimous roll call, motion passed.

Respectfully submitted by:

Becky Frey
PTS Recording Secretary

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 3, Article XI, **EFFECTIVE DATE** 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 XI: FACE COVERINGS DURING THE COVID-19 PANDEMIC

EFFECTIVE DATE:

This ordinance shall take effect immediately and shall terminate on January 4, 2021 vote of the City Council to that effect.

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:

Mayor Rick Becksted

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

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.

Observations and recommendations from the Board of Ethics

Honorable Mayor Becksted, Assistant Mayor Splaine, Councilors McEachern, Whalen, Lazenby, Kennedy, Huda and Trace,

The Board of Ethics wanted to record our observations of the city ethics process, which concluded in the council meeting of October 26th, so the ethics process works better for the city.

Anytime a member of the public alleges a violation of the ethics ordinance, and that complaint is deemed worthy of a full Board of Ethics hearing, the most important criteria is “due process.” Due process requires two things: formal notice of the complaint in writing, which defines the finding of facts needed, and a fair opportunity for the accused to present their side.

We chose to have both the complainant and defendant appear, swear in, answer questions, and be cross examined by the other side, represented by counsel if they wished. Both sides had a full and fair opportunity to present their side, including final summations.

1. When the Board of Ethics follows proper due process, we feel the council should accept the report and make it part of the record. The council did not. The council can disagree with the findings, but only the board has heard first-hand testimony of everyone involved. We feel it is not good governance to reject the due process the ordinance intends. In essence, the council then redoes the hearing themselves, but without hearing from all sides. We think the ordinance should say that once a complaint is forwarded to the ethics board, the board’s findings must be acknowledged and recorded by the city council.
2. We did not recommend a sanction. The ordinance says this is a City Council responsibility. But we think the ordinance should be amended to ask the Ethics Board to recommend a sanction in the future.
3. A beneficial change would be a process in which the complainant only has to answer questions as a witness. A logical way to do this would be the city attorney “prosecutes” the case. But the city prosecuting its own elected officials has its own problems. Some neutral ombudsman is needed.
4. The optics of a public official voting against his or her own sanction is bad for the city. The ordinance should prohibit the accused (in our case, Councilor Kennedy) from voting on their own sanction or exoneration. The citizens are entitled to a fair panel that is not tainted by self-interest. The ordinance should also require recusal of any other council member tied by self interest to the accused, in this case Mayor Becksted, who recused himself earlier in the process because family members were employees of the accused. The optics of the sanction part of the process need to be clean.
5. The board should have three or five members, not four.

On October 26th, six members of the City Council’s rejected our board’s due process and findings. They did so before any discussion of the content of the report. This led to their own version of a hearing but with only one witness who underwent no cross examination. The glaring defect was any testimony from the other side – PopUp New Hampshire volunteers, for example. Had the council had testimony from both sides, as well as legal opinions we gathered about Pop Up’s fundraising during formation, we believe they and the citizens of Portsmouth would have gotten a much fairer outcome.

We the undersigned put forward these observations and recommendations to improve Portsmouth’s ethic ordinance.

John Tabor, Chair, City Council representative

Thomas Hart, Police Commission representative

Ann Walker, School Board representative

Dickie Gamester, Fire Commission representative

Funding Abstract

FY20 Forensic Shield-COVID Cares Act

Member Information

- Agency: Portsmouth Police Department
3 Junkins Avenue, Portsmouth, NH 03801
- Staff Point of Contact: Lt. John Peracchi
- Phone Number: (603) 610-7432
- Email Address: jperacchi@cityofportsmouth.com

Project Name: FY20 Forensic Shield - COVID

Amount Requested: \$1,000,000

- Project Justification:

The COVID-19 virus and the resulting stay at home guidelines, limited re-opening guidelines have resulted in an increase in on-line activity for those engaged in internet crimes against children. Cities and Towns across New Hampshire are struggling with their finances due to COVID. Monies are not available on the local level to assist with the backlog of cases.

- Purpose of Project:

To fund and support the NH Internet Crimes Against Children's Task Force capacity to deal with the backlog of cases created by Covid-19.

Detailed Project Description:

- Problem:

COVID-19 has changed life as we knew pre-2020. People are staying home more now, working online from home, children are taking part in remote learning programs from home. These activities are in controlled, on-line, environments. However, due to the limited in-person contact experienced during this pandemic, adults and children are spending more and more time online socializing through various social media applications. It also means more time is spent on-line for predators.

COVID-19 has caused a substantial increase in the number of cases reported to the NH ICAC resulting in workload increases and backlog of cases in excess of current capabilities for a timely response.

- Goal:
- Reduce child exploitation.

Funding Abstract

- Increase the investigation capacity of the NH Internet Crimes Against Children's Task Force through COVID19 funding to increase capacity with time saving/force multiplier equipment and software, increased training, and attention to officer wellness based on the exposure to the content required to investigate these types of crimes against children.
- Increase the number of investigators. Despite COVID-19 funding timeframe, an increase of two investigators and cybertip manager, if at all possible.

Description:

The equipment, software and forensic tools listed below will significantly increase the speed of processing the volume of evidence. These items are extremely important now due to the increased caseload resulting from COVID-19 conditions. The equipment will be disbursed to different regions of the state to supplement NH ICAC Affiliates whose towns are dealing with Covid-19 related budget constraints and staffing shortages. The following equipment will provide investigators with the ability to work more proficiently and improve our response time in these critical case investigations and tackle the backlog we currently have.

BUDGET PROJECTION

SALARY/FRINGE - OT for ICAC Affiliates

- Due to the increase volume of cases, this overtime will be allocated to affiliates to handle the due to the backlog of cases.
- OT: \$182,000
- Fringe: 54,382. Fringe includes Medicare (1.45%) and Retirement (28.43% NHRS)

SALARY/FRINGE for ICAC Staffing

- 5 Investigators 10/15/20-12/31/20
 - 3 @ 40 hours (Grafton, Nashua, Cheshire County Sheriff's)
 - 1 @ 24 hours (Dover)
 - 1 @ 32 hours (Amherst)Salary: 74,468
Fringe: 50,172

EQUIPMENT

- Cellebrite premium: 1 yr. contract = 1@\$110,700
 - Extract digital evidence from mobile devices. Currently we have the ability to unlock and process some locked iPhones; Cellebrite premium will provide us the ability to unlock all iPhones. Additionally, it will

Funding Abstract

provide us the ability to unlock Android cell phones, which is a capability we currently do not have.

- Graykey premium: 1 yr. contract = 3 Locations @\$18,000
 - Extract digital evidence from mobile devices. Graykey is more robust than Cellebrite and can extract data sometimes not recovered by Cellebrite and vice versa, requiring our task force to have both tools for extracting data from mobile devices
- Forensic Explorer: 6 @ \$5,200 = \$31,200
 - Forensic tool capable of recovering data, folders files and key word search abilities. Currently this tool is not available at every lab around the state, this will outfit those labs who do not have it.
- Macquision: 5 @ \$530 = \$2,650
 - Imaging software for Macs for triage, live data acquisition, and data collection
- Blacklight Forensics: 5 @ \$850 = \$4,250.00
 - Blacklight forensics can analyze computer volumes and mobile devices, which describes user's actions. Mac use is especially high among younger users, so this software gives our investigators the necessary tools to process this increased evidence.
- ICAC Commander Incident command vehicle. When a search warrant is served in the state, the NH Commander will oversee that operation. A typical investigation can have up to 15 or more investigators, such as interviewers, forensic computer examiners, scene security, polygraph examiners, search teams, K-9 officers and entry teams.

Due to the complexity and volume that has increased during Covid-19, more search warrants are being executed. It is necessary that the commander have a command vehicle that contains the necessary tools and equipment to efficiently command the scene.

1X Chevy Traverse: @ \$45,000.

- Outfit Chevy Traverse – Radio, lights, command station, lights and radios: 1x @ 10,000
- Command vehicle will be utilized by NH ICAC Commander with a mobile command center.
- Technology is rapidly changing and the equipment below will increase our investigators' capabilities to process more evidence at a faster speed:
 - Mac Mini Computers: 8 @ 3,000 = \$24,000
 - Updated computers with faster speed and increased storage.
 - iMac Computers: 8 @ \$3,500 = \$28,000

Funding Abstract

- Updated computers with faster speed and increased storage.
- MacBook Laptops: 8 @ \$3,800 = \$34,000
- Mobile computers with increased speed and storage for examiners.

EQUIPMENT TOTAL:	Cellebrite:	110,700
	Graykey	54,000
	Forensic Explorer	31,200
	MacQuistion	2,650
	Blacklight Forensics	4,250
	Vehicles & Outfit	55,000
	Mac Mini Computers	24,000
	iMac Computers	28,000
	MacBook Laptops	<u>30,400</u>
	Total:	340,200

SUPPLIES

Software

- Currently each laboratory is not fully equipped with the software listed below. This software will be disbursed to our regional laboratories and increase our forensic examiners ability to retrieve digital evidence.
- Griffeye Pro Licenses: 5 @ \$1,590 = \$7,950
 - Tool for facial recognition, video analysis, social media, hashes and recovering deleted data.
- Write blockers: 5 @ 1,000 = \$5,000
 - Tool used to read information without altering or writing to the drive contents.
- Wifi Tester: 1 @ \$2,500
- Cellebrite Software renewal 6 @ \$3,800 = 22,800

SOFTWARE TOTAL:	Griffeye Pro Licenses	7,950
	Write Blockers	5,000
	Wifi Tester	2,500
	Cellebrite Renewal	<u>22,800</u>
	Total:	34,450

CONSULTANTS/CONTRACTS

Community Outreach:

- Internet Safety Videos
 1. Parents and School Administrators 1 @ \$12,500
 2. Children / Students 1 @ \$12,500Total: \$25,000

Funding Abstract

- One full year of marketing and PR @ \$44,428
This would include:
 - Social media management of content and posts for one year,
 - Videos for use on social media
 - Press releases on ICAC / local agency ops.
 - Various earned media reporting projects to raise awareness of ICAC in NH, which includes WMUR, radio stations all around NH and newspapers.

CONSULTANTS/CONTRACTS TOTAL:	Videos	25,000
	Market/PR	<u>44,428</u>
	Total:	69,428

OTHER

Training

- 24 new Cellebrite examiners @ \$3,300 = \$79,200
- 5 Blackbag Apple Forensic Training @ \$3,300 = \$16,500
- 10 Sans training @ \$7,400 = \$74,000
- 4 Magnet forensic annual pass @ \$5,200 = \$20,800

TOTAL: 190,500

Miscellaneous

- Currently there are no standardized trauma kits. Kits will be disbursed to each ICAC area lead and they will be available at all ICAC operations.
 - Trauma kits for ICAC Area Leads = \$600
 - 1 AED for forensic van @ 2,000 = 2,000

OTHER TOTAL	Training	190,500
	Trauma Kits	600
	AED	<u>2,000</u>
		193,100

GRAND TOTAL: 1,000,000

Budget Projection - ICAC FORENSIC SHIELD-COVID Cares Act

Personnel/Salaries	254,468
Personnel/Fringe	104,554
Travel	-
Equipment	340,200
Supplies	38,250
Construction	-
Consultants & Contracts	69,428
Other	193,100
Indirect Costs	
TOTAL	1,000,000

SALARY

Staffing Sal

Grafton 40hrs/wk	480	30	14,165
Nashua PD 40hrs/wk	480	34	16,301
Amherst 32hrs/wk	384	33	12,660
Dover PD 24hrs/wk	384	34	13,041
Cheshire County Sheriffs 40hr/wk	480	34	16,301

Staffing OT

OT Hours	3500	52	182,000
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Total 254,468

FRINGE

Staffing Fringe

Grafton 40hrs/wk	480	20	9,768
Nashua PD 40hrs/wk	480	26	12,274
Amherst 32hrs/wk	384	16	6,038
Dover PD 24hrs/wk	384	26	9,819
Cheshire County Sheriffs 40hr/wk	480	26	12,274

OT Fringe

OT Fringe	3500	16	54,382
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Total 104,554

Travel

Equipment	Quantity	Unit Cost	Total
Cellebrite Premium	1	110,700	110,700
Graykey	3	18,000	54,000
Forensic Explorer	6	5,200	31,200
Macquision	5	530	2,650
Blacklight Forensics	5	850	4,250
ICAC Commander Vehicle	1	45,000	45,000
Vehicle Outfit	1	10,000	10,000
Mac Mini Computers	8	3,000	24,000
iMac Computers	8	3,500	28,000
MacBook Laptops	8	3,800	30,400

Total 340,200

Budget Projection - ICAC FORENSIC SHIELD-COVID Cares Act

Supplies

Software

Griffeye Pro Licenses	5	1,590	7,950
Write Blockers	5	1,000	5,000
WiFi Tester	1	2,500	2,500
Cellebrite Software	6	3,800	22,800

Total 38,250

Construction

Consultants/Contracts

Internet Videos-Parents/ School Adm	1	12,500	12,500
Internet Videos-Children/Students	1	12,500	12,500
Full Year marketing and PR	1	44,428	44,428

Total 69,428

Other

Training

Cellbrite Examiner	24	3,300	79,200
BlackBag Apple Forensic	5	3,300	16,500
Sans Training	10	7,400	74,000
Magnet Forensic Annual Pass	4	5,200	20,800

Misc

Trauma Kits	1	600	600
AED	1	2,000	2,000

Total 193,100

Grand Total	1,000,000		
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Karen Senecal

From: Kaempfer, Thomas <Thomas.Kaempfer@doj.nh.gov>
Sent: Tuesday, October 13, 2020 2:11 PM
To: John Peracchi
Cc: Karen Senecal
Subject: RE: Covid 19 Funds

Hi John,

Yes, you can. Everything is approved. I'm just waiting for a few things on my end to send the paperwork, but you're good to start spending.

Tom Kaempfer

Administrator
Grants Management Unit
Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, NH 03301
(603)271-8090

Statement of Confidentiality

The information contained in this electronic message and any attachments to this message may contain confidential or privileged information and is intended for the exclusive use of the addressee(s). Please notify the Department of Justice immediately at (603) 271-3658 or reply to justice@doj.nh.gov if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

From: John Peracchi <JPeracchi@cityofportsmouth.com>
Sent: Tuesday, October 13, 2020 2:01 PM
To: Kaempfer, Thomas <Thomas.Kaempfer@doj.nh.gov>
Cc: Karen Senecal <senecalk@cityofportsmouth.com>
Subject: Covid 19 Funds

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Tom,

Are we authorized in using OT funds from the CARES Act? I'm waiting for conformation that the funding has been approved before we start spending any money.

Thanks,

John

Lieutenant John W. Peracchi

Commander, NH ICAC Task Force
Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801
PPD - (603) 610-7432
ICAC - (603) 629-2758
Email: jperacchi@cityofportsmouth.com

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GOFERR COVID-19 Grant Agreement

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: New Hampshire Department of Justice

1.2. State Agency Address: 33 Capitol Street Concord, New Hampshire 03301

1.3. Grantee Name: New Hampshire Internet Crimes Against Children Task Force

1.4. Grantee Address: Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801

1.5 Grantee Telephone Number: (603) 610-7432

1.6. State Vendor Number: 200881

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: \$ 1,000,000.00

1.9. Grant Officer for State Agency: Tom Kaempfer

1.10. State Agency Telephone Number: (603)271-3658

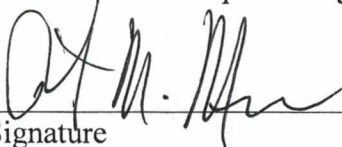
1.11. Grantee Signature: Designated Signing Authority

Date: _____

Signature

Print Name: Robert M. Merner Title: Chief of Police

1.12. State of New Hampshire Signature:



Date: 9-15-20

Signature

Print Name: Title: Chief of Police

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds awarded under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "the DOJ"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee" or the "ICAC Task Force"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined

as: Necessary business expenditures incurred due to the public health emergency Coronavirus Disease 2019 (COVID-19), specifically, the ICAC Tasks Force's unbudgeted response that are incurred between March 1, 2020 and December 30, 2020 to its increased caseload and the heightened risks to children that have resulted from extensive youth internet usage brought on by the COVID-19 pandemic response including, but not limited to, social distancing, stay-at-home policies, remote learning, and other measures that result in greater internet usage by minors that occurred between March 1, 2020 and December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, is entered into and authorized by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the DOJ in paragraph 1.12 ("the effective date"). Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the DOJ, the DOJ shall pay the Grantee the Grant Amount.

The payment by the DOJ of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, neither the Governor's Office for Emergency Relief and Recovery (GOFERR) nor the DOJ shall have liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date five (5) years after the Completion Date, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the GOFERR, the DOJ, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the DOJ, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the DOJ, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all DOJ and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the DOJ and the GOFERR hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the DOJ or the GOFERR be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the DOJ shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

Failure to perform the Grant satisfactorily or on schedule;

Failure to submit any report required hereunder;

Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the DOJ may take any one, or more, or all, of the following actions:

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the DOJ determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the DOJ may owe to the Grantee any damages the GOFERR or the DOJ suffer by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the DOJ, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/or

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the GOFERR shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the DOJ shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the DOJ as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the DOJ or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the DOJ or the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE DOJ. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors,

and are neither agents nor employees of the DOJ. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the DOJ nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the DOJ to its employees.

13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the DOJ and the GOFERR.

14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the DOJ, its officers and employees, from and against any and all losses suffered by the DOJ, its officers and employees, and any and all claims, liabilities or penalties asserted against the DOJ, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the DOJ, which immunity is hereby reserved to the DOJ. This covenant shall survive the termination of this Agreement.

15. INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance: Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

The policies shall be the standard form employed in the DOJ, issued by underwriters acceptable to the DOJ, and authorized to do business in the DOJ of New Hampshire.

16. WAIVER OF BREACH. No failure by the DOJ to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the DOJ to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

18. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, the Internet Crimes Against Children Task Force (“ICAC Task Force”), will access the funds deposited by the DOJ into the RSA 21-M:17 Internet Crimes Against Children Fund (“ICAC fund”). Such funds, once deposited into the ICAC fund, will be used by the Task Force, and affiliate agencies in good standing with the NH ICAC, to respond to the heightened risks to children that have resulted from increased youth internet usage brought on by the State’s response to the COVID-19 pandemic, including, but not limited to, social distancing, stay-at-home policies, remote learning, and other measures that result in increased internet usage by minors. Such funding uses include, but are not limited to: the purchase or development of educational materials, trainings, and public awareness media and educational campaigns that are designed to inform children and families about safe internet usage; expenses related to increased ICAC Task Force investigator caseload incurred between March 1, 2020 and December 30, 2020, including investigator overtime, the purchase of necessary equipment and technology to support the additional investigations, and the purchase of necessary equipment and technology to facilitate remote working and/or ICAC Task Force coordination with individuals or entities that are working remotely. Additional responsive funding usage includes training and programming, including mental health and wellbeing education and/or counseling, for ICAC Task Force employees that the ICAC Task Force deems beneficial due to the investigators’ increased caseload during the pandemic.

2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

- a. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- c. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on December 30, 2020.

3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by the GOFERR and the DOJ before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable CARES Act costs and require compliance with other applicable 2 CFR 200 requirements.

4. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ’s) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

5. Grantee may charge direct costs and indirect costs as provided by 2 CFR 200 Subpart E, Cost Principles.

6. Reporting: Grantee shall provide monthly reports electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ by the 15th of the month detailing the uses of the grant funds to date. The Grantee shall include in such report expenses and costs related to COVID-19 for which the grant funds have been used, and shall break down the reporting by facility location at the town level.

7. Any portion of the grant not expended by Grantee for allowable costs by December 30, 2020, must be returned to the State with the closeout report described in Exhibit C.

8. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally: (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. **EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made.** This requirement must be passed through to sub-recipients.

9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore the GOFERR may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the GOFERR.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services (DAS) for a State of New Hampshire vendor number (see page 1, para 1.6) for payment to issue. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

The Governor's Office of Emergency Relief and Recovery ("GOFERR") shall obtain financial authorization from the DAS for the DOJ in the amount of up to \$1,000,000.00.

When the Grantee makes qualifying expenditures pursuant to the terms of this agreement, the Grantee shall present those costs to the DOJ, and the DOJ shall reimburse the grantee accordingly. The GOFERR shall periodically reimburse the DOJ for the Grantee's qualifying expenditures by depositing the corresponding amount of GOFERR funds into the RSA 21-M:17 Internet Crimes Against Children Fund.

The State reserves the right to reduce the funds allocated in this award by any amount that remains unspent in the report due on December 15, 2020, or for which there is not a firm commitment that the funds will be spent by December 30, 2020. If there is to be any reduction of the award after discussion with Grantee, notice of a reduction in the award shall be provided in writing to Grantee.

GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.
2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30, 2020.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the DOJ within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as stated in 2 CFR 200.333 – Retention Requirements for Records.
5. The following paragraphs shall be added to the general provisions:

“23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

“24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

“25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the DOJ and the GOFERR.”

“26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial

procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)”

- “27. CLOSE OUT OF CONTRACT. By January 15, 2021 Grantee shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through December 30, 2020, and shall break down the reporting by facility location at the town level, if possible.

GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Tom Kaempfer
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301
Thomas.Kaempfer@doj.nh.gov

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of

employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

City of Portsmouth

Portsmouth Police Department

9/15/20-9/14/21

Grantee Name

Period Covered by this Certification

Robert M. Merner, Chief of Police

Name and Title of Authorized Grantee Representative



Grantee Representative Signature

9-15-20

Date

GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

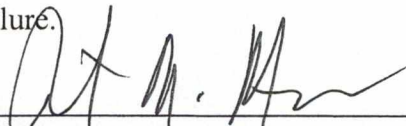
Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – December 30, 2020

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



Grantee Representative Signature

Robert M. Merner

Grantee Name

Chief of Police

Grantee's Representative Title

Date 9-15-20

GRANT AGREEMENT EXHIBIT F

Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

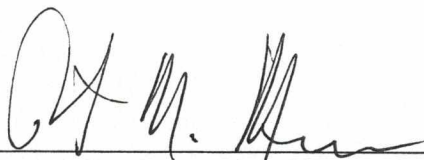
- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the DOJ determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOJ may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the DOJ, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOJ.
- (7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOJ may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

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

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



Grantee Representative Signature

Chief of Police

Grantee's Representative Title:

Robert M. Merner

Print Grantee Name

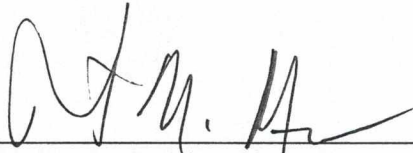
Date 9-15-20

GRANT AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Grantee Representative Signature

Chief of Police

Grantee's Representative Title

Robert M. Merner

Grantee Name

Date 9-15-20

GRANT AGREEMENT EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

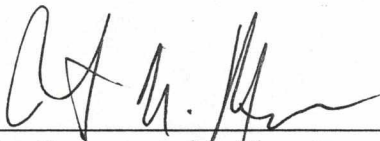
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

Chief of Police

Grantee's Representative Title

Robert M. Merner

Grantee Name

9-15-20

Date

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

The New Hampshire Internet Crimes Against Children Task Force (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the DOJ with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the DOJ, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

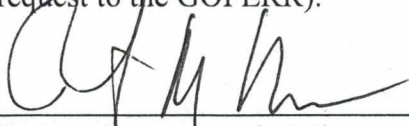
The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the DOJ, the GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the DOJ upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the DOJ, the GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the GOFERR).



Grantee Representative Signature

Chief of Police

Grantee's Representative Title

Print Grantee Name: Robert M. Merner

Date 9-15-20

GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

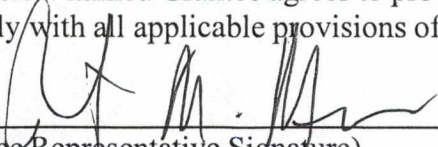
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Grantee Representative Signature) Chief of Police
(Grantee Representative Title)

Robert M. Merner

(Grantee Name) 9-15-20
(Date)

**GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 02-6000714

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Karen Senecal

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Monday, October 19, 2020 9:50 AM
To: Karen Senecal
Subject: Bulletproof Vest Partnership 2020 Award Announcement

Dear BVP Applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2020 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2020 BVP funds. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2020 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2020. The deadline to request payments from the FY 2020 award is August 31, 2022, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>

As a reminder, all jurisdictions that applied for FY 2020 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWear Policy_0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

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

Thank you

BVP Program Support Team
Bureau of Justice Assistance

This email was sent to ksenecal@cityofportsmouth.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

NH	GOFFSTOWN TOWN	\$4,080.00
NH	HAMPTON FALLS TOWN	\$795.00
NH	HANOVER TOWN	\$1,937.50
NH	HOOKSETT TOWN	\$4,770.00
NH	KEENE CITY	\$4,540.25
NH	LACONIA CITY	\$10,309.65
NH	LANCASTER TOWN	\$1,839.20
NH	LEBANON CITY	\$3,687.50
NH	LEE TOWN	\$1,596.00
NH	LISBON TOWN	\$1,631.25
NH	LONDONDERRY TOWN	\$3,728.00
NH	LYNDEBOROUGH TOWN	\$1,490.75
NH	MASON TOWN	\$1,192.50
NH	MERRIMACK TOWN	\$3,420.00
NH	MIDDLETON TOWN	\$1,875.00
NH	MILFORD TOWN	\$2,825.00
NH	MONT VERNON TOWN	\$790.00
NH	NASHUA CITY	\$18,000.00
NH	NEW BOSTON TOWN	\$1,674.00
NH	NEWPORT	\$1,188.00
NH	NEWTON TOWN	\$2,937.50
NH	NORTH HAMPTON TOWN	\$2,857.50
NH	PORTSMOUTH CITY	\$5,999.88
NH	ROCHESTER CITY	\$16,154.00
NH	SALEM TOWN	\$3,870.00
NH	SANDOWN TOWN	\$2,215.00
NH	SOMERSWORTH CITY	\$1,080.00
NH	STRATHAM TOWN	\$1,308.75
NH	SWANZEY TOWN	\$1,950.00
NH	STRAFFORD TOWN	\$2,400.00
NH	THORNTON TOWN	\$746.90
NH	WINCHESTER TOWN	\$518.70
	Totals for NH(48 Jurisdictions):	\$162,379.78
NJ	ABSECON CITY	\$3,200.00
NJ	ALLENTOWN BOROUGH	\$835.00
NJ	ANDOVER TOWNSHIP	\$1,492.50
NJ	ASBURY PARK CITY	\$19,019.00
NJ	ATLANTIC CITY	\$24,750.00
NJ	ATLANTIC HIGHLANDS BOROUGH	\$2,377.38
NJ	BARNEGAT TOWNSHIP	\$7,965.01
NJ	BAYONNE CITY	\$26,880.00
NJ	BEDMINSTER TOWNSHIP	\$3,290.10
NJ	BELLEVILLE TOWNSHIP	\$14,355.00
NJ	BELLMAWR BOROUGH	\$1,948.04
NJ	BERGENFIELD BOROUGH	\$2,435.00
NJ	BERKELEY TOWNSHIP	\$4,332.00
NJ	BERLIN BOROUGH	\$880.00

Karen Senecal

From: John Peracchi
Sent: Thursday, October 15, 2020 4:12 PM
To: Karen Senecal
Subject: Fed Grant approved

FYI

Lieutenant John Peracchi
Commander, NH ICAC Task Force
Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801
Direct Line: (603) 629-2758
Portsmouth PD: (603) 610-7432
jperacchi@cityofportsmouth.com

From: do-not-reply@ojp.usdoj.gov <do-not-reply@ojp.usdoj.gov>
Sent: Friday, October 9, 2020 5:26 PM
To: John Peracchi
Subject:

Dear John Peracchi:

On behalf of Attorney General Barr, it is my pleasure to inform you that the Office of Justice Programs has approved the application submitted by City of Portsmouth for an award under the funding opportunity entitled **OJJDP FY 20 Internet Crimes Against Children Task Force Invited Applicants. The approved award amount is \$334,969.**

As DOJ transitions to its new grants management system, there will be a delay in accessing your award agreement and associated information.

You will be able to log-in to the Justice Grants System (JustGrants) beginning October 15th and access your award agreement, review the terms and conditions, and accept the award.

In the meantime, please visit the [JustGrants website](#) and [training pages](#) to become familiar with the new system. Congratulations, and we look forward to working with you.

Katherine T. Sullivan
Principal Deputy Assistant Attorney General

The City of Portsmouth, New Hampshire Police Department states that this electronic message and any attachments may contain information that is confidential and/or legally privileged in accordance with NH RSA 91-A and other applicable laws or regulations. It is intended only for the use of the person and/or entity identified as recipient(s) in the message. If you are not intended recipient of this message, please notify the sender immediately and delete the material. Do not print, deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains unless authorized to do so. Thank You.

OJJDP FY 20 ICAC
APPLICATION FOR FUNDING
CITY OF PORTSMOUTH
NEW HAMPSHIRE
INTERNET CRIMES AGAINST CHILDREN TASK FORCE
OJJDP-2020



Contact: Lieutenant John W. Peracchi
Portsmouth, NH Police Department
3 Junkins Avenue
Portsmouth, NH 03801
(603) 436-2511
(603) 610-7432
jperacchi@cityofportsmouth.com

ABSTRACT

NH ICAC Task Force Mission: To identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain. Concentrated efforts include the following investigations:

- Reactive investigations designed to prevent the manufacturing and distribution of child sexual abuse images.
- Proactive undercover investigations to monitor and infiltrate social networking sites and online chat rooms where a suspect poses a credible threat to children in cases such as: Sexual solicitation, kidnapping, extortion, terrorizing, or any act which by its nature endangers a juvenile.
- Cybertip Investigations in cases such as: Child abuse and child neglect investigations as well as reports of missing children, Human Trafficking and Child Prostitution.
- Proactive and reactive investigations into online merchants which purport to provide or facilitate services that exploit or endanger children.
- Providing technical and digital forensic assistance to the NH State Police's Child Abduction Response Team (CART).
- Provide assistance to prosecutorial efforts on the state and federal level through training and support.
- Provide assistance to any law enforcement agency where ICAC technical and practical law enforcement expertise may facilitate a resolution to a criminal investigation.

Monies awarded provide programmatic assistance to affiliates who designate their personnel in these efforts and provides the salary and benefits for positions such as the task force commander. Monies will be used to maintain forensic workstations, the centrally located NH ICAC lab, and to purchase equipment used to process the digital evidence gathered at crime scenes.

A successful task force must be staffed with competent team members. Forensic examiners must be astute to emerging technologies and techniques to process these systems. Investigators and interviewers must be aware of criminal methodologies, trends, and habits utilized by commercial enterprises that seek to exploit children. Prosecutors must have the expertise to present these cases successfully at trial. The NH Task Force provides training to meet this demand.

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

Standardized statistical and progress reporting instruments provided by OJJDP will be used to evaluate performance and progress.

PROBLEM STATEMENT

High speed internet access and other connected technologies have never been more accessible and usage continues to increase at a rapid pace. Statista's report from June 4, 2020 indicate that 4.57 people were active internet users of April 2020, encompassing 59 percent of the world's population. Even in the state's most remote areas we find these technologies flourishing. According to the internet world stats, in 2019 there were 1,350,575 users connected to the internet in the state of New Hampshire, which means over 90 percent of NH's population is connected to the internet. The ongoing construction of new cellular towers and the latest evolutions of wireless 4G tablets, iPads and cell phones have also bridged the physical boundaries that once limited internet access. The latest mobile devices now allow users to harness nearly all the capabilities of fully functional desktop workstations while still being located in the most rural areas. Marketing strategies have also facilitated computer usage. Internet service providers offer steep discounts to their customers who bundle their internet and cellular services. For those who do not subscribe to an ISP, free wireless service is now as common as parking at or near many businesses and public libraries. Now laundry mats, automotive service stations, coffee shops and even bars are promoting free wireless connections to attract new customers.

Cellular technology offers a cheap, if not free, way for children to socialize with their peers. The adoption of text messaging by teenagers is simply extraordinary. Text messaging has actually surpassed verbal communication as the primary way of interacting in areas throughout the country. According to an April 9, 2015 report from the Pew Research Center, 92% of teens go online daily. Another study published by the Pew Research Center on May 31, 2018 revealed that "95% of teens have access to a smart phone and 45% say they are online almost constantly."

Teenagers and adolescents interact with strangers in social networking sites such as Snapchat, Omegle.com, MeetMe and Tumblr. These interactions have resulted in the potential exploitation of naive children. There are similar trends in the online gaming community. Interactive video games such as Fortnite are now the norm. This means that once the game is integrated with an internet connection, the player can play with (or against) other live players around the world and while doing so, can communicate directly with their peers.

That's not to say that computer technology hasn't had a positive impact on young people. Communication has never been so accessible and inexpensive. Kids can now socialize with their friends anywhere without restriction. Snapchat and Instagram have now become the most popular and frequently used social media platforms among teens; half of teens use Instagram, and nearly as many use Snapchat. According to "The Statistic Portal", in 2017, 79% of teenagers used Snapchat and 73% used Instagram. These sites are often visited by teens from a mobile device, and according to the Statistic Portal, ninety-three percent of teens ages 15-17 have mobile access to the internet through a phone, tablet or other device.

Because the benefit of computers and mobile devices is immediately apparent to children, kids do not need encouragement to embrace these devices. Even when malfunctions occur, often the child can troubleshoot the problem without help. This has made children more intelligent and has motivated them to become independent at younger ages. The internet has also opened up educational opportunities that just over a decade ago were concepts reserved for works of science fiction. The online environment presents infinite opportunities for kids to engage in interactive activities, increase their cultural awareness, and access an educational curriculum that was at one time too expensive or inaccessible.

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

As the world embraced computer technology, a more nefarious group migrated to the internet. Criminals hoping to exploit children immediately recognized the unprecedented and virtually unrestricted access they would now have to children, many of whom are naïve to the danger of online communications. This conclusion is supported by numerous studies. An in-depth study by the Pew Research Center reports, “One-third of teens are considering meeting face-to-face with a stranger they met online with 14 % of those confirming that they have already had such an encounter.” In addition, 45% of those polled have been solicited for personal information by a stranger. More alarming is the fact that only 18% of youths said they disclosed these encounters with their parents or guardians. Research published on June 12, 2017 by the Journal of Adolescent Health, shows that one in five youths between the ages of nine and seventeen will view unwanted sexual material online.

To reduce the online exploitation of children, ICAC Task Force members must be astute with the latest advances in technology. This is far from an easy assignment, because when new technology emerges, so does the complexity and volume of these cases. In addition, prosecutors feel this pressure and are often confused by the forensic terminology and the multijurisdictional structure of these investigations, as it can be difficult to follow. Furthermore, new case law is passed on a regular basis relevant to ICAC investigations. Therefore, meeting these challenges starts with training, education, and logistical support. Digital evidence cannot be processed by just anyone. Consequently, the skill-set of forensic examiners represents the highest level of expertise in the law enforcement arena. As a result, affiliates must continuously update their forensic tools and prosecutors are encouraged to attend routine conferences relevant to the latest legal developments. The current economic climate has not helped to achieve these tasks. Local, county, and state law enforcement agencies continue to see their budgets cut. Prosecuting

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

agencies, already overloaded with their own caseloads, strain under the weight of new ICAC referrals. Furthermore, despite continued task force growth, the alarming fact remains: the online exploitation of children is not subsiding. Hence, the OJJDP FY ICAC Task Force Grant is essential for NH ICAC Task Force to protect children.

The following numbers represent a comparison of statistics from July 1st, 2018 to May 30, 2019 and July 1st 2019 to May 30, 2020. It should be noted that due to Covid-19, ICAC search warrant executions, training and community presentations were limited. However, even with Covid-19 limiting operations since the beginning of March, many statistical categories have still increased.

Child Exploitation Measures	18-19	19-20
Child Pornography		
• Manufacture	55	40
• Distribution	90	76
• Possession	156	203
Child Prostitution	3	7
Obscenity directed towards minors	48	53
Enticement	56	52
Traveler	29	27
Search Warrants		
• Federal	13	16
• State	178	312
Technical Assistance		
• Technical Support	740	978
• Forensic Exams – Hard Drives	366	334
• Cell phones	723	891
• Items Previewed	306	556
Cyber Tips	573	611
Arrests	57	63
Investigations	427	578

Training	18-19	19-20
• Law Enforcement Officers	310	307
• Prosecutors	16	20

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

In the fall of 2012, a Memorandum of Understanding was signed between the NH ICAC Task Force/ The Portsmouth Police Department and Homeland Security Investigations (HSI)/ Immigration Customs Enforcement (ICE) to establish a computer lab. The lab is located at the Norris Cotton Federal Building in Manchester, NH.

Lt. Peracchi, Commander NH ICAC Task Force, maintains the responsibility of assigning investigators and scheduling the intake of evidence to the lab. He also maintains a positive working relationship with HSI/ICE personnel. All equipment purchases and the overall design of the lab remain under the supervision of Lt. Peracchi.

With the implementation of a centrally located lab, we are seeing a decrease in the number of hours it takes to complete a forensic exam. We hope to continue streamlining the process from evidence intake to completion of all reports. With the ability for several examiners to work together in common areas, they are able to share ideas on executing examination tasks and prepare a better case for court in less time.

Although many affiliates are offering presentations in their own community, ICAC has developed a team of presenters that have gone to many communities throughout the state, speaking at various schools and educational facilities.

Community Outreach	18-19	19-
• Presentations	75	71
• Attendees	3896	2087

The NH ICAC Task Force is proud to assert it was one of the First Tier ICAC task forces established under the 1998 Department of Justice Grant. Over the years, the NH ICAC Task Force continued to build its capacity and improved its ability to arrest criminals that exploit our youth. We propose to continue achieving this goal by using grant funds for: Training,

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

improvements to our lab located in Manchester, continue to support workstations and satellite labs throughout the state, case investigations, victim identification, case referrals, information sharing, and community outreach programs. However, these noble endeavors come with a cost. Along with long hours, increased caseloads, and the pressure to show results within a deadline, exposure to the evidence and images associated with child sexual abuse can have a devastating effect on the emotional and psychological health of investigators. Working in conjunction with Supporting Heroes in Mental Health Training (shiftwellness.org), the Portsmouth Police Department encourages law enforcement officers who investigate ICAC type cases, to seek assistance if necessary. Additionally, the NH ICAC recently purchased an Electronic Storage Detection K-9, which is not only capable of locating electronic devices, but trained to work side by side with investigators to reduce stress when working on these difficult cases.

The goal is to ensure that investigators remain mentally fit to meet the responsibilities of their job so when they retire for the day, they are able to revert back into a healthy lifestyle once back home.

In an effort to provide better communication with NH ICAC Task Force personnel, monthly meetings were held throughout the year. Regular attendees were forensic examiners, state and federal prosecutors, federal agents, forensic interviewers, and other key task force personnel. The purpose of the monthly meetings was to assist departments and prosecutors with determining the proper venue for cases to be heard (federal or state prosecution.) Other topics for discussion included new case law, changes in personnel assignments, policy development, and other NH ICAC Task Force related issues. The intent moving forward is to continue with these regularly scheduled monthly meetings. Additionally, ICAC area leads were created for each

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

county to provide assistance and guidance to affiliates. The ICAC Commander, Supervisor and ICAC area leads have weekly meetings to discuss cases, training, policy and equipment.

GOALS

The department has included the goals, objectives, activities and timeline in one document in chart form. Please see the full size attachment titled “GoalObj-TIMELINE”.

An example of the document is shown below.

FY 2020 Continuation Grant Application-NH
Goals/Objective - Project TIMELINE

Month	Project Goal	Related Objective	Activity	Expected Completion	Person Responsible
1 -12	Provide operational support and promote task force development for New Hampshire ICAC to conduct rapid, thorough, and legally defensible investigations related to technology facilitated exploitation of children.	Provide a limited number of hours for ICAC investigations, forensic examinations and other related ICAC duties by providing overtime reimbursement for these functions.	Utilize funding provided by this grant to pay salaries and benefits of Portsmouth PD employees as approved.	Year 1	Administrative Manager Karen Senecal
		Provide a limited number of man hours for ICAC investigations, forensic examinations and other related duties by providing reimbursement for overtime incurred by task force affiliate agencies.	Reimburse Affiliate Agencies for overtime salaries & related fringe benefits for overtime costs incurred by task force affiliate agencies related to ICAC investigations, forensic examinations and other related duties.		Administrative Manager Karen Senecal
1 - 12				Year 1	
1 - 12		Guarantee attendance at nationally coordinated meetings of the state and regional ICAC Task Force commanders.	Ensure mandatory attendance of the NH ICAC Commander or his designee at these functions.	Quarter 2 Quarter 3 Quarter 4	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project, increase the number of task force affiliate agencies by 2 (Two)	Promote the ICAC Mission and the organizational benefits of being an ICAC Affiliate at police trainings, conferences, and meetings.	Year 1	NH ICAC Commander John W. Peracchi
1-12		By the end of this project improve NH ICAC prosecutorial capacity.	Demonstrate increases in local and state prosecutions as well as cases referred to the United States Attorney for prosecution.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12	Increase the overall capacity of the NH ICAC task Force by providing specialized training to investigators, forensic examiners, and police prosecutors.	By the end of this project increase the number of forensic examiners by one (2).	Facilitate & provide funding for advanced training in forensics for computers and other connected technologies.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project increase the number of forensic investigators by two (2).	Continue to facilitate & provide funding for training of investigators.	Year 1	NH ICAC Commander John W. Peracchi
1-12		By the end of this project increase the number of forensic interviewers by Five (5).	Facilitate & provide training for interview specialists.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project train at least two (2) prosecutors at the County, State and Federal level.	Facilitate & provide training for interview specialists.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12					
1 - 12					

New Hampshire Internet Crimes Against Children Task Force
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1-12	Internet safety awareness for the community	Increase internet safety presentations to the community and schools.	Conduct internet safety presentations for parents and school administrators. Utilize K-9 Niko for community outreach presentations and increase education on social	Year 1	NH ICAC Commander John W. Peracchi
1-12	Increase collaboration between NH ICAC and other national task forces to ensure investigations are conducted effectively, completely, and independent of other law enforcement agencies.	Minimize redundant investigative efforts and compromised investigations.	Utilize proven deconfliction tools and the ICAC list serv.	Year 1	NH ICAC Commander John W. Peracchi
1-12	Ensure the mental health of affiliate members is protected.	Provide community wellness training	Partner with agencies who attend Shift Wellness training from The Innocent Justice Foundation and have a grant to purchase equipment and train investigators to examine electronic devices.	Year 1	NH ICAC Commander John W. Peracchi
1-12	Maintain relationship with Homeland Security (HSI) Investigations and Immigration Customs Enforcement (ICE)	Continue to staff and outfit a lab centrally located in Manchester in space shared with HSI and ICE.	Utilize funding provided by this grant to purchase equipment and train investigators to examine electronic devices.	Year 1	NH ICAC Commander John W. Peracchi
	Highly trained affiliates	Training for NH Affiliates	Provide Quarterly trainings through in-house training and / or outside ICAC training affiliates such as Fox Valley. Develop NH ICAC training affiliate guide.	Quarter 1 Quarter 2 Quarter 3 Quarter 4	NH ICAC Commander John W. Peracchi
	Satellite Laboratories	Forensic Equipment and Software	Continue to develop regional satellite labs with equipment and software to limit travel and increase availability	Year 1	NH ICAC Commander John W. Peracchi
	ICAC Regional Contacts	ICAC Area Leads for NH Counties to guide and train affiliate members	Develop and train one (1) additional ICAC area lead as a point of contact for NH Counties	Year 1	NH ICAC Commander John W. Peracchi
	Cart Team	Investigators trained to assist NH agencies with high risk missing or runaway children	3 day training course scheduled on Cart Training in NH by Fox Valley	Year 1	NH ICAC Commander John W. Peracchi
	NH Police Academy Training	Educate new police recruits on forensic computer investigations	Develop a curriculum for the NH Police Academy on Forensic computer investigations and evidence collection for electronics	Year 1	NH ICAC Commander John W. Peracchi

PROGRAM OBJECTIVES

The department has included the goals, objectives, activities and timeline in one document in chart form. Please see the full size attachment titled “GoalObj-TIMELINE”.

PERFORMANCE MEASURES REQUIREMENTS

The measurement of performance of the New Hampshire ICAC Task Force shall be directly reflected by measured statistics for all tracked activities. Activity data shall include but not be limited to: Proactive & reactive investigations, cases referred for prosecutions both state and federal as well as the total number of positive dispositions, the number of subpoenas, search warrants executed, and indictments issued. In addition, the rate of forensic exams, technical

assists, and generated referrals, the number of new task force affiliates, and the number of investigators, prosecutors, and victim advocates will all be reported. Finally, any and all other statistical information as required by OJJDP will also be reported

DATA COLLECTION PLAN

The ICAC Commander will be assigned to gather, collect, collate and report all data and statistics as required to evaluate the performance of the New Hampshire ICAC Task Force in order to document and substantiate progress towards the goals and objectives of this grant and to report this progress to OJJDP as required. These performance measures will be tracked and reported as required by the Protect Act, and utilizing the standardized reporting instruments provided by OJJDP via the ICAC Portal.

PROJECT DESIGN AND IMPLEMENTATION

This project will run for a period of 12 months. The project shall begin October 1, 2020 and end on September 30, 2021.

The Portsmouth Police Department will continue to serve as grantee. The Portsmouth Police Department serves a city with a residential population of approximately 22,000 people with a current staff level of 66 full-time police officers, 27 part-time auxiliary police officers, and 27 full and part-time non-sworn dispatchers and clerical staff. The Department is organized into four major divisions: Patrol, Administration, Investigations, plus Professional Standards. The Investigative Services Division is responsible for major crime, domestic and child abuse investigations, juvenile delinquency, School Resource Officer (SRO) program, Seacoast Crime Stoppers, crime prevention, citizen volunteers, and the undercover narcotics unit. Lieutenant John W. Peracchi will serve as the Task Force Commander and project director with overall responsibility for project management and budget oversight.

As the grantee, the Portsmouth Police Department will have the responsibility for overall project oversight, fiscal management, quality control, and supervision of affiliate agencies. The Portsmouth Police Department will implement and oversee training related to this project by implementing regional training programs and facilitating participation in the annual ICAC/PSC (Project Safe Child) Training Conference and other ICAC/PSC training. The Portsmouth Police Department will compile, maintain and expand a network of task force affiliate agencies within New Hampshire, currently at 100. These agencies offer technical resources, criminal investigators and forensic examiners for investigating technology-facilitated crimes against and exploitation of children. Additionally, specialized prosecutor training and victim assistance for children and their parents will be facilitated.

The Portsmouth Police Department retains primary responsibility for receiving, assigning and disseminating all ICAC leads to include: Cybertips, Peer-to-peer investigations, solicitation investigations, and traveler cases throughout the state.

The Portsmouth Police Department will be responsible for all reporting requirements of this grant to include statistical reporting (compiling, collating and reporting), Progress Reports, case tracking, and any other reporting as required by the Protect Act and OJJDP.

CAPABILITIES AND COMPETENCIES

The Portsmouth Police Department has acted as a grantee and lead agency for the ICAC Task Force Program, in Northern New England since the inception of the program in 1998. In the initial days of the Task Force's inception, the Portsmouth Police Department managed all grant operations conducted by what was then known as the Northern New England ICAC Task

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OJJDP FY 20 ICAC – PROGRAM NARRATIVE

Force. This included Portsmouth Police Department as well as a small number of affiliate agencies from Maine and Vermont.

Past employees of the Portsmouth Police Department continue to be highly active with the current ICAC mission. For example, former Portsmouth Police Chief Bradley J. Russ, is the Program Director for the National Criminal Justice Training Center of Fox Valley College as well as Retired Detective Timothy West, who was instrumental in forming the Montana ICAC Task Force. Additionally, Detective Mike Leclair retired on July 23, 2015. Detective Leclair has hundreds of hours of advanced training in computer forensics along with over ten years' experience as an ICAC Investigator. He was one of the most accomplished computer forensic experts in New England. Based on his experience, he was solicited for input on cases by federal enforcement agencies on a frequent basis. Detective Leclair logged over 100 hours as an instructor in computer forensics since October 2010. Following his retirement, Mike Leclair has been employed in the private sector as a member of a Digital Forensic Incident Response team. The team responds to companies that have experienced incidents of Network Intrusion. On occasion, Mike continues to volunteer for the NH ICAC Task Force by offering guidance and the latest investigative techniques to forensic examiners.

The accomplishments of these individuals along with other former employees and the current staff at the Portsmouth Police Department ensure that the NH ICAC Task Force is one of the most progressive in the nation. This also demonstrates an effective management strategy which spans more than twenty years. All evidence points to the Portsmouth Police Department as having the required capabilities and competencies to carry out this project.

Lieutenant John W. Peracchi has been the Commander of the NH ICAC Task Force since August of 2018. He has 23 years of law enforcement experience. He has extensive experience in

New Hampshire Internet Crimes Against Children Task Force
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the Investigative Division and has served in many different roles, from general investigator, narcotics officer, school resource officer, polygraph examiner and in a supervisory role overseeing the day to day activities of the Investigative Division. Prior to becoming a police officer, Lt. Peracchi served in the United States Navy for four (4) years and has a Bachelor's Degree in Behavioral Science and Criminal Justice. Up to 100% of Lt. Peracchi's salary will be paid by this project.

Detective Duane Jacques continues in his role as a forensic examiner representing the Portsmouth Police Department on the NH ICAC Task Force. Det. Jacques has been a member of the Portsmouth Police Department for over 15 years after serving with the Somersworth, NH Police Department for over four years. Prior to becoming a NH police officer, Duane served in the United States Marine Corps where he attained the rank of Corporal. Since Det. Jacques' assignment with the Task Force began, he has attended extensive training in the area of mobile forensics and Windows operating systems. In addition, he attended extensive training in the area of computer forensics and is a tremendous asset to the NH ICAC Task Force. Up to 80% of Det. Jacques salary will be covered by this project.

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

Tammy Maio is the Investigative Division Sr. Secretary. The NH ICAC Task Force requires some clerical on an as-needed-basis throughout the grant year. Ms. Maio will provide

New Hampshire Internet Crimes Against Children Task Force
OJJDP FY 20 ICAC – PROGRAM NARRATIVE

this assistance outside her normal 40hr work week for the Portsmouth Police Department on an OT basis.

ATTACHMENTS

1. Budget, Budget Detail Worksheet (Formula Display) & Budget Narrative
2. Resumes of all key personnel
 - a. Lieutenant John W. Peracchi
 - b. Detective Duane Jacques
3. Letters of Support / Commitment
 - a. Portsmouth Police Commission
 - b. Rockingham County Attorney's Office

BUDGET NARRATIVE

Personnel (Salaries and Fringe Benefits):

The New Hampshire ICAC Task Force Commander will continue to oversee the implementation of the New Hampshire ICAC Task Force program and this project. Detective Lieutenant John Peracchi currently serves as the New Hampshire ICAC Task Force commander and will continue in this capacity. Detective Lieutenant Peracchi contributes 100% of his duty time to this project and this project provides reimbursement of his salary and benefits. Detective Lieutenant Peracchi is tasked with grant management, overall oversight of the task force and affiliates, staff meetings with affiliate CEOs, coordination with other state and regional ICAC Task Force programs, attendance at national ICAC grantee meetings, acts as spokesman for public information and media dissemination, Judiciary responsibilities, ICAC monthly meetings, and other duties related to project implementation and oversight.

Detective Lieutenant Peracchi is responsible for the day-to-day leadership of ICAC personnel as well as the management of task force affiliate agencies. He supervises all ICAC operations and ensures that the required federal statistical reporting is submitted as directed by OJJDP policy. Additional duties include but are not limited to: Processing Cybertips received from NCMEC, statistical reporting, preparation and processing of operational documentation such as search warrants, subpoenas, and case files. He is responsible for overseeing the development and maintenance of the public access side of the NH ICAC website. He also holds the role of ICAC Training Coordinator, is responsible for equipment and supply acquisition, inventory management, and affiliate reimbursements. Additionally, he attends all ICAC search warrant operations. Lastly, Detective Lieutenant Peracchi works primarily at the NH ICAC Lab in Manchester. This allows him to oversee lab operations and maintains evidence oversight.

Detective Duane Jacques has attended extensive training in computer forensics and achieved status as the forensic examiner for the Portsmouth Police Department. He provides a minimum of 80% of his duty time to conducting ICAC forensic examinations, investigations, and assisting local federal law enforcement bureaus on a case-by-case basis. As such, this project will provide for reimbursement of a portion (80%) of Det. Jacques's salary and benefits.

Definitions:

Personnel/Salary: Peracchi – Lieutenant Peracchi's salary is defined by the collective bargaining agreement between the Portsmouth Police Commission and the Portsmouth Police Ranking Officers Association (PPROA) effective 7/1/19-6/30/23. The projection from 7/1/21-9/30/21 will include an anticipated step increase and 2% COLA increase.

The salary of Det. Jacques is defined by the collective bargaining agreement between the Portsmouth Police Commission and the Portsmouth Police Patrolman's Union, NEPBA Local 11 effective 7/1/19-6/30/23. The projection from 7/1/20-9/30/20 will include an anticipated 2% COLA increase.

Overtime: Internet crime and the investigation/management of it are not contained in an 8-4 work day. This includes funding, for example, for search warrant operations, traveler undercover operations that extend beyond the workday. These can be after hour call outs for level one and two cybertips, search warrant operations throughout entire state. Execution times vary based on suspect's availability at target location, community outreach programs (evenings), and sheer volume of work (cyber tip management, search warrant operations, equipment and training management). A 12-month estimated number of after-hours for the Lieutenant, Investigator and

Sr. Secretary for program-related activities have been detailed using the applicable OT rate on the applicable union contract salary scales.

FRINGE:

Holiday Day Pay: Both PPROA and Local 11 are paid for the 11.5 holidays listed below:

- (1) New Years's Day
- (1) Martin Luther King, Jr. Day
- (1) Presidents' Day
- (.5) Good Friday (one half day)
- (1) Memorial Day
- (1) Independence Day
- (1) Labor Day
- (1) Columbus Day
- (1) Veterans Day
- (1) Thanksgiving Day
- (1) Friday Following Thanksgiving Day
- (1) Christmas Day

Longevity Pay: Both PPROA and Local 11 are paid a stipend based on years of service, starting with year five of their employment. The employee goes up one step a year and the scale is impacted by the COLA each year as well per contract.

Clothing Stipend: Both PPROA and Local 11 are paid a stipend for PPD required clothing.

Special Detail Pay: Detectives, ranking and non-ranking alike, receive a stipend for being promoted (non-ranking) or assigned (ranking) to this division, per contract. It is a three step scale and impacted by the COLA each year.

Education Stipend: Ranking and Local 11 receive a stipend for achieving different levels of education or military service. The Ranking education stipend is based on a % of base salary for each level of education. The Local 11 is a set stipend per level. Both are impacted by the COLA each year.

Health: The city offers one health plan to sworn staff (@single/2-person/family levels). The rates are established by the Local Government Center and the percentage of employee/employer contribution is established in the union contract.

Dental: The city offers a dental plan with 100% of the premiums paid by the city (@single/2-person/family levels).

Retirement and Medicare: In the state of NH, **all public employees are required to participate in the New Hampshire Retirement System (NHRS)**. Although civilians pay into both the NHRS and Social Security, sworn staff and the employer are required to pay significantly higher amounts into the NHRS and do not pay Social Security on any sworn staff earnings. The employer rate for FY21 is 28.43% and FY21 is projected to be approximately the same at 28.43%. NHRS documents are below:

[Member benefit information](#)
[Retiree benefit information](#)
[2012 Annual Reports](#)
[RSA 100-A](#)
[Summary of Legislative Changes to NHRS, 2007-12](#)
[NHRS Administrative Rules](#)
[NHRS Policies](#)

Membership

NHRS has 85,492 members. There are 48,625 active members, who, along with their participating employers, contribute into the retirement system. The remaining members are either pension beneficiaries or former members no longer working in NHRS-eligible positions. Some of these non-contributing former members are "vested," meaning they have earned the right to a future pension based on their previous service or age; others are not vested. To be vested, a member must have a minimum of 10 years of creditable service or be working beyond the NHRS normal retirement age.

Retirement system members are state, county and municipal employees, teachers, police officers, and firefighters. The membership consists of two groups, Group I (Employee and Teacher) and Group II (Police and Fire).

Group I members make up 88.2 percent of the total active membership (50.9 percent Employee, 37.3 percent Teacher).

Group II members make up 11.8 percent of the total active membership (8.5 percent Police, 3.3 percent Fire).

The law governing the retirement system allows elected officials, officials appointed for fixed terms, unclassified state employees, and employees of the General Court who are eligible for membership in the retirement system to choose whether or not to join (some limitations apply). For all others working in NHRS-eligible positions, membership in the retirement system is mandatory.

The membership breakdown at the close of fiscal year 2012 was:

- 48,625 active, contributing members.
- 28,454 retirees or beneficiaries receiving pension benefits.
- 1,372 members no longer working in NHRS-eligible positions who are "vested," meaning they have earned the right to a future benefit.
- 7,041 members no longer working in NHRS-eligible positions who are not vested. (Regardless of vesting status, former workers may keep their accumulated contributions with the retirement system, or they may withdraw them.)

NHRS has 475 participating employers - the State of New Hampshire, individual communities, school districts, counties, and others. Not every political subdivision in New Hampshire participates in the retirement system for its Employee members, although most do. Participation is mandatory for Police, Fire, and Teacher members.

Employer Contribution Rates

Employer contribution rates are set every two years. The rates are based on a biennial actuarial valuation, which is a model of expected liabilities based on reasonable actuarial assumptions, including the rates of investment return and payroll growth, eligibility for the various classes of benefits, and the projected life expectancies of members and retirees. State law ([RSA 100-A:16, III](#)) requires that NHRS trustees use this valuation to set employer contribution rates at a level necessary to keep the retirement system on track to meet its long-term obligations; the New Hampshire Constitution (Part I, Article 36-a) requires employers to pay those rates in full. For more information on how rates are determined, see [FAQ: Employer Contribution Rates](#).

Employer Rates for Fiscal Years 2020 and 2021

Municipal Employer Contribution Rates for July 1, 2019 - June 30, 2021

The rates below apply to counties, cities and towns, school districts and all other participating political subdivisions except the State of New Hampshire.

	Pension Percentage	Medical Subsidy Percentage	Total Employer Percentage
GROUP I			
Employees	10.88%	0.29%	11.17%
Teachers	15.99%	1.81%	17.80%
GROUP II			
Police	24.77%	3.66%	28.43%
Fire	26.43%	3.66%	30.09%



NH Retirement System
 54 Regional Drive
 Concord, NH 03301
 Phone: (603) 410-3500; www.nhrs.org

EARNABLE COMPENSATION

Earnable Compensation is the compensation paid to a member that may be included in calculating Average Final Compensation (AFC). Here is a summary of changes to the definition of Earnable Compensation pursuant to House Bill 2, Chapter 0224, Laws of 2011.

KEY: Y – Included as Earnable Compensation.
 N – Not included as Earnable Compensation.
 Y¹ – Excluded if member's NHRS-eligible service commenced on or after 7/1/11.
 *** – Contact NHRS.

Type of Compensation	Prior to HB 2	Effective On and After 1/1/12	
		Vested Prior to 1/1/12	Not Vested Prior to 1/1/12
Full Base Rate of Compensation Paid	Y	Y	Y
Overtime Pay	Y	Y	Y
Holiday Pay	Y	Y	Y
Vacation Pay	Y	Y	Y
Sick Pay	Y	Y	Y
Annual Longevity Pay	Y	Y	Y
Cost of Living Bonus	Y	Y	Y
Additional Pay for Extracurricular & Instructional Activities (Teacher members only)	Y	Y	Y
Military Differential Pay - No Termination of Employment	Y	Y	Y
Fair Market Value of Employer Furnished Meals & Lodging, if Subject to Federal Income Tax	Y	Y	Y
Supplemental Pay by Employer while Member is Receiving Workers' Comp.	Y	Y	Y
Teacher Development Pay Not Part of Contracted Salary	Y	Y	Y
Military Differential Pay After Employment Termination to Enter United States Armed Forces	Y	Y	Y
Extra or Special Duty Pay (Group II members only)	Y	Y ¹	Y ¹
Severance Pay	Y	Y	N
Cash Incentives Paid by Employer to Encourage Member to Retire	Y	Y	N
Pay for Unused Vacation Time	Y	Y	N
Pay for Unused Sick Time	Y	Y	N
End of Career Additional Longevity Pay	Y	Y	N
Fair Market Value of Other Non-cash Compensation, if Subject to Federal Income Tax	N	N	N
Other Compensation & Fringe Benefits Subject to Federal Income Tax	N	N	N
Settlement Agreements	***	***	***
Amounts paid more than 120 days after Termination of Employment	***	***	N

Note: AFC is subject to limitations contained in RSA 100-A: 1, XVIII.

January, 2012

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

Life: The city offers term life insurance for all employees with 100% of the premium paid by the city. The amount of coverage is established in each union contract.

Travel:

The travel expenses are directly related to meetings for the NH ICAC Commander, the National ICAC Training Conference where NH ICAC personnel will be exposed to the latest

investigative techniques, behavioral issues of the offender and many other break-out sessions relative to investigating child exploitation cases.

As computer science is a constantly changing topic, we strive to train investigators, prosecutors and victim advocates in these areas to continue their education in technology facilitated crimes against the exploitation of children. Due to limited federal grant funds, the NH Task Force agencies will look for creative means to offer and provide access to the training needed.

Equipment:

The equipment items listed include hard drives needed to allow the NH ICAC Task Force to increase its capacity and capability to investigate technology related crimes against and exploitation of children. The hard drives are generally used to image computers seized during an investigation for the forensic analysis of digital evidence. In an effort to reduce costs charged to the grant expenses, on many occasions individual affiliate agencies are asked to supply their own hard drives. In 2014, the evidence servers went online at the lab, this allows evidence to be stored and to be viewed by assigned investigators, thus cutting down on the need for purchasing as many individual hard drives.

We have an outfitted lab centrally located in the City of Manchester, NH. There are supplies and equipment needed to maintain the NH ICAC Task Force servers and other potential costs associated with configuring equipment and investigative tools.

The purchase of investigative equipment to include a laptop and applicable tools like, Blacklight Forensics, Mobilize, Graykey, Cellebrite Renewals, and other software detailed. These items will be utilized at the lab in Manchester and also in the labs set up in the different counties established all over the state.

Supplies:

The Task Force provides awards and purchases attire for community outreach shirts to staff.

Construction:

No construction costs are included in this proposal.

Consultants and Contracts:

This grant includes a small amount of funds for reimbursement of overtime expenses to the lead affiliates of NH ICAC. It can be sometimes be difficult for local affiliate jurisdictions to justify spending local tax dollars to fund overtime expenses for investigations which may lie outside their primary jurisdiction. This allocation of funds will allow for continued participation by these local agency investigators in the NH ICAC investigative efforts.

The calculation for per hour cost in this section is based on an average employee's overtime rate plus Medicare (1.45%) and the New Hampshire Retirement System mandated employer contribution rate of 28.43% (detailed above under the Fringe section). Any agency seeking OT reimbursement submits signed payroll records that include a per date/per hour breakdown of costs attributable to approved grant related activities for reimbursement.

Other:

Cost for undercover ICAC mailbox.

Indirect Costs:

No indirect costs are included in this proposal.

Summary:

The total amount requested by the Portsmouth Police Department for the New Hampshire Internet Crimes Against Children Task Force is \$334,969.

Project start - 10/01/2020 Project end – 09/30/2021

A	Personnel /Salaries	\$159,351
B	Personnel / Fringe Benefits	\$122,337
C	Travel	\$5,059
D	Equipment	\$46,015
E	Supplies	\$320
F	Construction	\$0
G	Consultants & Contracts	\$1,786
H	Other	\$103
I	Indirect Costs	\$0
		TOTAL \$334,969

Sal/Ben & OT for Period 10/1/20-9/30/21 **SEE BELOW**

A) PERSONNEL SALARIES

Regular Salaries	10/1/20 - 9/30/21 12 mo. Costs	%	12-mo Salary
100% Peracchi, John			
	10/01/20-06/30/21 (195 days) \$68,099	x 1.00	= \$68,099
	07/01/21-08/22/21 (37 days) \$13,180	x 1.00	= \$13,180
	08/23/21-09/30/21 (29) \$10,433	x 1.00	= \$10,433
80% Jacques, Duane			
	10/01/20-06/30/21 (195 days) \$50,831	x 0.8	= \$40,665
	07/01/21-09/30/21 (66 days) \$17,735	x 0.8	= \$14,188

Total 12-Month Salary **\$146,565**

Overtime Salaries

		OT Rate		# Hours		12-mo
Peracchi, John 10/1/19 to 9/30/20	OT Hours	\$65	x	130	=	\$8,512
Jacques, Duane 10/1/19 to 9/30/20	OT Hours	\$49	x	50	=	\$2,444
Maio, Tammy 10/1/19 to 9/30/20	OT Hours Projected after promotion	\$43	x	43	=	\$1,830

Total Overtime Salaries **\$12,786**

B) PERSONNEL FRINGE BENEFITS

Regular Benefits		10/01/20-09/30/21			12-mo Benefits
		12 mo. Costs		%	
100%	Peracchi, John				
	Holiday Pay	\$4,034		1	\$4,034
	Longevity Pay	\$1,091 Paid in Dec		1	\$1,091
	Clothing Stipend	\$948 Paid in July		1	\$948
	Special Detail Stipend	\$2,686 Paid in Dec & Jun		1	\$2,686
	Education Stipend	\$2,293 Paid in Dec & Jun		1	\$2,293
	Health	\$27,611		1	\$27,611
	Dental	\$1,948		1	\$1,948
	AD&D	\$10		1	\$10
	Retirement	\$28,946		1	\$28,946
	Medicare	\$1,476		1	\$1,476
	Life	\$174		1	\$174
		<u>\$71,218</u>	x	1	= \$71,218

80%	Jacques, Duane				
	Holiday Pay	\$3,031		0.8	\$2,424
	Longevity Pay	\$589 Paid in Dec		0.8	\$471
	Clothing Stipend	\$847 Paid in Jul		0.8	\$677
	Special Detail Stipend	\$2,394 Paid in Dec&June		0.8	\$1,915
	Education Stipend	\$500 Paid in Dec&June		0.8	\$400
	Health	\$27,611		0.8	\$22,089
	Dental	\$1,948		0.8	\$1,558
	Retirement	\$21,345		0.8	\$17,076
	Medicare	\$1,089		0.8	\$871
	Life	\$132		0.8	\$106
		<u>\$59,486</u>	x	0.8	= \$47,589

Total 12-month Benefits **\$118,806**

Overtime Benefits					12-mo
Peracchi, John					
10/01/20-9/30/21	Medicare	1.45%	x	2,444	= 35
	Retirement	28.43%	x	8,512	= 2,420
					2,456
Jacques, Duane		Benefit Rate		Total OT	
10/01/20-9/30/21	Medicare	1.45%	x	\$2,444	= \$35
	Retirement	28.43%	x	\$2,444	= \$695
					\$730
Tammy Maio					
10/01/20-9/30/21	Medicare	1.45%	x	\$1,830	\$27
	Retirement	11.17%	x	\$1,830	\$204

Social Security 6.20% x \$1,830 \$113
\$344

Total Overtime Benefits 3,530

C) TRAVEL

<u>Purpose</u>	<u>Location</u>	<u>Item</u>	<u>Calculation</u>	<u>Cost</u>
ICAC Commander Meetings (1 attendee, 2 nights, 2 meetings)	TBD	Lodging	(\$150 x 1 x 2 x 2)	\$600
		Airfare	(\$500 x 2)	\$1,000
		Meals	(\$71 x 1 x 3 x 2)	\$107
ICAC National Conference (2 attendee, 5 nights, 1 conference)	TBD	Lodging	(\$150 x 2 x 5 x 1)	\$1,500
		Airfare	(\$500 x 2)	\$1,000
		Meals	(\$71 x 2 x 6 x 1)	\$852
		Lodging		
		Airfare		
		Meals		

Total Travel \$5,059

D) EQUIPMENT (& Technology)

Synology	(1 x 1500)	\$1,500
Blacklight Forensics	(4 x 850)	\$3,400
Mobilize	(4 x 530)	\$2,120
Hard Drives	(6x300)+(6x200)	\$3,000
Passware License	(1 x 1095)	\$1,095
Mac Mini Computer	(1 x 2900)	\$2,900
Flash Drives	(20x10)	\$200
Axiom	(2x3200)	\$6,400
Cellebrite Renewal	(2 x 3700)	\$7,400
Graykey	(1 x 18000)	\$18,000
		\$0

Total Equipment \$46,015

E) SUPPLIES

Awards (plaques)	(2 x 75)	150
ICAC attire for community outreach (shirts)	(10 x 17)	170

Total Supplies \$320

F) CONSTRUCTION

NONE N/A \$0

Total Construction \$0

G) CONSULTANTS & CONTRACTS

Agency: **NH ICAC Affiliate providing support to an ICAC Operation*** # Hours

* As approved by the NH ICAC Commander OT Rate \$55
 Medicare \$1

Retirement	<u>\$16</u>			
Total Contract Rate	\$71	x	25	\$1,786

Total \$1,786

Total Consultants & Contracts \$1,786

I) OTHER

Undercover Mailbox	(1 x 103)		103	
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Total Other \$103

J) INDIRECT COSTS

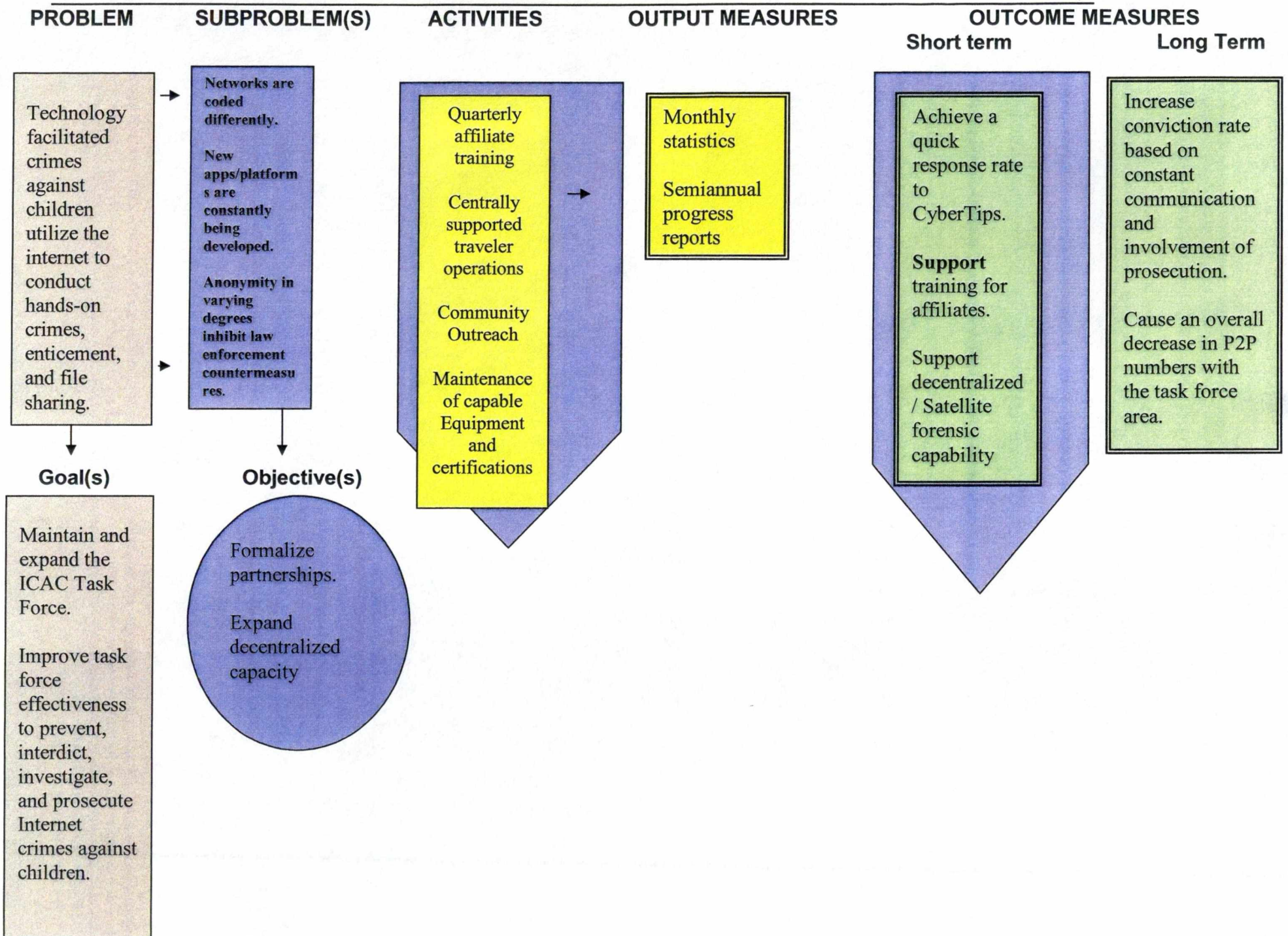
NONE		N/A		\$0
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Total Indirect Costs \$0

FY 2020 Continuation Grant Application-NH
Goals/Objective - Project TIMELINE

Month	Project Goal	Related Objective	Activity	Expected Completion	Person Responsible
1 - 12	Provide operational support and promote task force development for New Hampshire ICAC to conduct rapid, thorough, and legally defensible investigations related to technology facilitated exploitation of children.	Provide a limited number of hours for ICAC investigations, forensic examinations and other related ICAC duties by providing overtime reimbursement for these functions.	Utilize funding provided by this grant to pay salaries and benefits of Portsmouth PD employees as approved.	Year 1	Administrative Manager Karen Senecal
1 - 12		Provide a limited number of man hours for ICAC investigations, forensic examinations and other related duties by providing reimbursement for overtime incurred by task force affiliate agencies.	Reimburse Affiliate Agencies for overtime salaries & related fringe benefits for overtime costs incurred by task force affiliate agencies related to ICAC investigations, forensic examinations and other related duties.	Year 1	Administrative Manager Karen Senecal
1 - 12		Guarantee attendance at nationally coordinated meetings of the state and regional ICAC Task Force commanders.	Ensure mandatory attendance of the NH ICAC Commander or his designee at these functions.	Quarter 2 Quarter 3 Quarter 4	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project, increase the number of task force affiliate agencies by 2 (Two)	Promote the ICAC Mission and the organizational benefits of being an ICAC Affiliate at police trainings, conferences, and meetings.	Year 1	NH ICAC Commander John W. Peracchi
1-12		By the end of this project improve NH ICAC prosecutorial capacity.	Demonstrate increases in local and state prosecutions as well as cases referred to the United States Attorney for prosecution.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12	Increase the overall capacity of the NH ICAC task Force by providing specialized training to investigators, forensic examiners, and police prosecutors.	By the end of this project increase the number of forensic examiners by one (2).	Facilitate & provide funding for advanced training in forensics for computers and other connected technologies.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project increase the number of forensic investigators by two (2).	Continue to facilitate & provide funding for training of investigators.	Year 1	NH ICAC Commander John W. Peracchi
1-12		By the end of this project increase the number of forensic interviewers by Five (5).	Facilitate & provide training for interview specialists.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12		By the end of this project train at least two (2) prosecutors at the County, State and Federal level.	Facilitate & provide training for interview specialists.	Year 1	NH ICAC Commander John W. Peracchi
1 - 12					
1-12	Internet safety awareness for the community	Increase internet safety presentations to the community and schools.	Conduct internet safety presentations for parents and school administrators. Utilize K-9 Niko for community outreach presentations and increase education on social	Year 1	NH ICAC Commander John W. Peracchi
1-12	Increase collaboration between NH ICAC and other national task forces to ensure investigations are conducted effectively, completely, and independent of other law enforcement agencies.	Minimize redundant investigative efforts and compromised investigations.	Utilize proven deconfliction tools and the ICAC list serv.	Year 1	NH ICAC Commander John W. Peracchi
1-12	Ensure the mental health of affiliate members is protected.	Provide community wellness training	Affiliate agencies will attend Shift Wellness training from The Innocent Justice	Year 1	NH ICAC Commander John W. Peracchi
1-12	Maintain relationship with Homeland Security (HSI) Investigations and Immigration Customs Enforcement (ICE)	Continue to staff and outfit a lab centrally located in Manchester in space shared with HSI and ICE.	Utilize funding provided by this grant to purchase equipment and train investigators to examine electronic devices.	Year 1	NH ICAC Commander John W. Peracchi
	Highly trained affiliates	Training for NH Affiliates	Continue Quarterly trainings through in-house training and / or outside ICAC training affiliates such as Fox Valley.	Quarter 1 Quarter 2 Quarter 3 Quarter 4	NH ICAC Commander John W. Peracchi
	Satellite Laboratories	Forensic Equipment and Software	Continue to develop regional satellite labs with equipment and software to limit travel and increase availability	Year 1	NH ICAC Commander John W. Peracchi
	ICAC Regional Contacts	ICAC Area Leads for NH Counties to guide and train affiliate members	Develop and train one (1) additional ICAC area lead for NH County	Year 1	NH ICAC Commander John W. Peracchi
	Cart Team	Investigators trained to assist NH agencies with high risk missing or runaway children	3 day training course scheduled on Cart Training in NH by Fox Valley	Year 1	NH ICAC Commander John W. Peracchi
	NH Police Academy Training	Educate new police recruits on forensic computer investigations	Develop a curriculum for the NH Police Academy on Forensic computer investigations and evidence collection for electronics	Year 1	NH ICAC Commander John W. Peracchi

LOGIC MODEL- NH ICAC TASKFORCE - 2020





**ROCKINGHAM COUNTY ATTORNEY
STATE OF NEW HAMPSHIRE**

PATRICIA G. CONWAY
COUNTY ATTORNEY

MELISSA FALES
DEPUTY COUNTY ATTORNEY

June 15, 2020

To whom it may concern:

I am writing to express my strong support for the ICAC program established by the Portsmouth Police Department seventeen years ago.

Through a network of cooperative agreements with several New Hampshire law enforcement agencies all over the state, the Portsmouth Police Department successfully carried out national and multi-jurisdictional investigations and initiatives. The number of agencies in New Hampshire that have been trained to conduct on-line investigations continues to grow under Portsmouth's leadership.

As the County Attorney responsible for prosecuting most of the felony level charges in Rockingham County, I can say that the citizens of this county and the entire state are safer because of the Portsmouth Police Department's management of the ICAC grant.

I urge you to renew the grant that will allow this agency to continue its good work as it relates to the ICAC program in New Hampshire. Please do not hesitate to contact me if you would care to discuss the issue further or in greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patricia G. Conway', is written over a horizontal line.

Patricia G. Conway
County Attorney



Board of Police Commissioners
of the
City of Portsmouth, N.H.

June 12, 2020

Chief Robert M. Merner
PORTSMOUTH POLICE DEPARTMENT
3 Junkins Avenue
Portsmouth, NH 03801

RE: FY '20 OJJDP Internet Crimes Against Children Task Force Grant

Dear Chief Merner:

Via this letter, the Commission is confirming its support for the FY '20 OJJDP Internet Crimes Against Children Task Force Grant as described in the grant application.

The Commission considers the funding of ICAC work a priority. The funding provision of this grant will enable the department to continue more than twenty years of successful work in investigating and prosecuting those who prey on children through the Internet.

Very truly yours,
PORTSMOUTH POLICE COMMISSION



Joseph J. Onosko, CHAIR

JJO:kml

Curriculum Vitae

Duane Jacques

Portsmouth NH Police Department
3 Junkins Avenue, Portsmouth, NH 03801
jacquesd@cityofportsmouth.com
603.610.7535

Profile

A digital forensic technology professional and police detective (18 year veteran). Computer forensic examiner for both the Portsmouth Police Department and NH Internet Crimes Against Children Task Force (ICAC). A Title 19 Task Force Officer for Homeland Security Investigations. A special deputy for the Rockingham County Sheriff's Department for the statewide investigations of computer crimes against children.

Experience

Detective/Computer Forensic Examiner

Portsmouth NH Police Department; Portsmouth, NH

2013-Present

Computer Forensic Analysis Duties

- Responsible for carrying out sound examinations of computer systems and media in accordance with best practice procedures for a variety of different crimes to include homicide, drugs, and child exploitation

Mobile Forensic Analysis Duties

2011-Present

- Responsible for carrying out sound examinations of mobile devices in accordance with best practice procedures for a variety of different crimes

Computer Crime Investigation Duties

- Identifying suspects, witnesses, and systems involved in criminal activity. Prepare legal paperwork such as search warrant and subpoena as part of such investigations.
- Serve as a support investigator to Homeland Security Investigations (HSI) as a Task Force Officer (TFO). Support entails providing technical assistance for federal investigations involving computer systems and to identify, seize and examine digital evidence.

Instructor, Independent Contractor

2019-Present

- Trained law enforcement and the public on Digital Evidence Identification and Seizure, Cell Phone Investigations, and Digital Forensics Overview.
- Conducted training domestically and internationally.
- Trained over 90 people.

Patrol Officer

Portsmouth NH Police Department; Portsmouth NH

2005-2013

- Responsible for all aspects of public safety, community policing, and crime prevention including field application of law enforcement methods, techniques, law, regulations, and departmental policy. Duties encompass all aspects of criminal investigations, fact finding, crime scene analysis, interviews, court testimony, witness location, case preparation, and provision of comprehensive written reports.
- Assigned as a Field Training Officer for the training of new recruits to the police department.

Patrol Officer

Somersworth Police Department; Somersworth, NH

2001-2005

- Responsible for all aspects of public safety, community policing, and crime prevention including field application of law enforcement methods, techniques, law, regulations, and departmental policy. Duties encompass all aspects of criminal investigations, fact finding, crime scene analysis, interviews, court testimony, witness location, case preparation, and provision of comprehensive written reports.
- Assigned as a Field Training Officer for the training of new recruits to the police department.

CERTIFICATIONS

- Seized Computer Evidence Recovery Specialist (Obtained 09/29/2016)
- Cellebrite Certified Operator (Obtained 09/26/2017)
- Cellebrite Certified Physical Analyst (Obtained 09/29/2017)
- Comptia A+ Certification (Obtained 06/29/2018)
- Cellebrite Certified Mobile Examiner (Obtained 11/15/2019)

SKILLS

- Knowledgeable in the use of several computer forensic software programs to include FTK and WinHex
- Knowledge and experience with the following operating systems: Windows, Macintosh as well as mobile device platforms

TRAINING

- Autopsy Online Training, (2020) ,Autopsy
- Advanced Digital Forensic Analysis: macOS, (2019), National Computer Forensic Institute, NW3C
- Advanced Digital Forensic Analysis: Windows, (2019), National Computer Forensic Institute, NW3C
- Advanced Mobile Device Examiner, (2109), National Computer Forensic Institute, NCFI
- Basic Cyber Investigations: Cellular Record Analysis, (2019), NW3C
- Basic Cyber Investigations: Dark Web & Open Source Intelligence, (2019), NW3C
- Cellphone Evidence Rescue Course, (2019), High Tech Crime Institute
- Basic Computer Evidence Recovery Training, (2018), Homeland Security Investigations
- Cellebrite Advanced Smartphone Analysis, (2018), Cellebrite
- Mobile Device Examiner, (2017), National Computer Forensic Institute, NCFI
- Cellebrite Certified Physical Analyst, (2017), Cellebrite
- Cellebrite Certified Operator, (2017), Cellebrite
- ICAC Online Ads Investigations, (2017), NCJTC
- ICAC Advanced Undercover Chat Investigations, (2017), NCJTC
- JTAG Chip Off for Smartphones Training Program (JCSTP), (2017), FLETC

- Mobile Device Investigations Program (MDIP) Training (2017), FLETC
- ICAC BitTorrent Investigations (2016), Fox Valley Technical College
- Seized Computer Evidence Recovery Specialist (SCERS) Training (2016), FLETC
- Introduction to Digital Evidence Analysis (2016), FLETC
- Basic Network Intrusion Investigation ICAC-CS 235 (2016), NW3C
- Macintosh Forensics (2016), AccessData
- Windows 10 Forensics (2016), AccessData
- Computer Forensics and the Cloud (2016), AccessData
- Windows Forensic Registry (2016), AccessData
- Advanced FTK (2016), AccessData
- Certified Mobilyze Operator (2015), BlackBag Technologies
- Internet Forensics (2015), AccessData
- Windows OS Forensics (2015), AccessData
- FTK Bootcamp (2015), AccessData
- Intermediate Data Recovery and Acquisition (2015), NW3C
- Forensic Fundamentals (2015), AccessData
- Basic Data Recovery and Acquisition (2015), NW3C
- Basic Computer Skills for Law Enforcement (2015), Fox Valley Technical College
- Offender Characteristics-eLearning (2015), Fox Valley Technical College
- Cyber Investigation 100- Identifying and Seizing Electronic Evidence-Web Bases (2015), Fox Valley Community College
- Introduction to Technology for Sexual Assault Investigators-Online Course (2015), Fox Valley Technical College
- CyberTips Overview-Online Course (2015), Fox Valley Technical College

Expert Testimony

- February 2018
 - Digital Forensic Expert, Concord U.S. Federal Court, United States v. William Pothier, Judge DiClerico, February 12th, 2018.

AWARDS & RECOGNITIONS

- Recognition from the Portsmouth Police Department for exemplary investigation work

John W. Peracchi, Jr.
3 Shannon Drive
Stratham, NH 03885
(603) 817-9437
jperacchi@cityofportsmouth.com

PROFESSIONAL EXPERIENCE

City of Portsmouth, New Hampshire

Commander, NH Internet Crimes Against Children's Task Force July 2018 to Present

- Responsible for day-to-day operations, case management, and supervision for NH ICAC Task Force Officers
- Review all police reports, search warrants, operation plans and threat assessments
- Coordinate training and maintain training records for NH ICAC Task Force Officers
- Manage the annual Office of Juvenile Justice and Delinquency Prevention (OJJDP) Grant and Forensic Shield State Grant
- Responsible for gathering and reporting monthly statistics from over 100 affiliate agencies
- Review, triage and assign cyber tips from the National Center for Missing and Exploited Children
- Coordinate proactive and reactive investigations into the exploitation of children, and human trafficking
- Manage the NH ICAC Task Force forensic laboratory, purchase equipment and maintain evidence

Detective Sergeant

June of 2013 to July 2018

- Manage daily activities and caseloads for the Investigative Division
- Liaison to the Rockingham County Attorney's Office; responsible for reviewing and managing Felonies First cases
- Organizer and presenter of unsolved homicides at the prestigious Vidocq Society
- Supervisor of High Intensity Drug Interdiction Team
- Training coordinator and supervisor of the Crime Scene Team
- Responsible for equipment and supplies for the Investigative Division

Sergeant, Patrol Division

July 2010 to June of 2013

- Manage daily activities of the patrol division; shift scheduling, case management, reviewing police reports, incident management and supervision
- Portsmouth Police Explorer's post supervisor

Detective, Investigative Division

March 2003 to July 2010

- Responsible for cold case homicide investigations; eliminated over 80 suspects through the collection of DNA
- Liaison officer to the Attorney General's Cold Case Homicide Unit
- Lead investigator on death scenes, sexual assaults, burglaries, robberies, and white-collar crimes

- Conducted hundreds of victim, witness, and suspect interviews, resulting in successful confessions and prosecutions
- Processed over 300 crime scenes, establishing successful links between physical evidence and suspects
- Lead investigator on annual winter burglaries from 2005 through 2009; all successfully resolved through physical evidence or confessions
- Mentored new officers in interviews, interrogations, crime scene processing and investigation techniques
- Received numerous letters of recognition and commendation to include Detective of the Year Award in 2010 and recognition for the most arrests in the Detective Division in 2008

Certified Polygraph Examiner

June 2007 to Present

- Responsible for polygraph examinations that include pre-employment, criminal, and internal examinations
- Developed standard operating procedures and all polygraph related documents
- Responsible for all equipment and supply purchases
- Recipient of the High Honor Student award at the New England Polygraph Institute
- Recipient of commendation from the director of New England Polygraph Institute in 2011

Detective, Family Services Division

September 2001 to March 2003

- School Resource Officer at Portsmouth High School
- Responsible for youth crime prevention and enforcement, to include juvenile delinquent acts, chins and truancy investigations
- Conducted many self-initiated drug related arrests
- Classroom instructor on topics such as search and seizure and drug related offenses
- Received letter of commendation for investigations conducted during role as family services night detective

Detective, NH Attorney's General Drug Task Force

November 2000 to September 2001

- Responsible for investigating the illegal distribution of drugs
- Duties included managing cases and confidential informants, performing in an undercover role, conducting surveillance operations, and writing operational plans
- Received Certificate of Special Congressional Recognition for drug related case work and investigations

Patrol Officer

August 1997 to November 2000

- Proactive police officer regularly leading the department in self-initiated activity
- Field Training Officer
- Portsmouth Police Explorer's Post Assistant Advisor

New Hampshire State Marine Patrol

January 1997 to August 1997

- Responsible for enforcement of all boating violations
- Conducted safety inspections and lectures on boating safety

United States Navy

October 1991 to September 1995

Gas Turbine Electrical / Electronics Technician

- Responsible for the operation and maintenance of electrical equipment for gas turbine engines and control consoles
- Fire Fighting Team Leader, responsible for overall operations of on scene team

- Deployed on two west packs and one south pack, which included tours in excess of 30 countries
- Recipient of Naval Achievement Medal and Sailor of the Month awards
- Special advancement for graduating as a top five recruit in Navy Boot Camp
- Recipient of Good Conduct and Armed Forces Expeditionary Medals

SPECIALIZED ASSIGNMENTS

- Past Treasurer for the New Hampshire Association of Police Polygraphists
- Participated in the development of the first ever NH Association of Police Polygraphists
- Assisted in the first ever Field Training Manual for Detectives
- Developed Field Training checklist for Detectives
- Monitor for New England Polygraph Institute
- Developed training keys for photographic arrays, DNA, and interview and interrogation techniques
- Instructor for crime scene training for detectives and crime scene team
- Field Training Officer for detectives
- Developed crime scene scenarios presented for the detective's assessment centers
- Taught classes on DWI, collection of physical evidence and interview and interrogation techniques for the Portsmouth Police Department's Explorer Post
- Developed crime scene scenarios for Explorer Post competition
- Conducted training for Boy Scouts of America on fingerprint history, classification and comparison

FORMAL EDUCATION

Granite State College, Portsmouth, New Hampshire

Bachelor of Science in Behavioral Science and Criminal Justice, *Cum Laude*

New Hampshire Technical Institute, Concord, New Hampshire

Associate of Science in Criminal Justice, *Phi Theta Kappa* Honor Society Member

United States Navy, Great Lakes, Illinois

Gas Turbine Electrical and Electronic Training

SPECIALIZED TRAINING

Certified Police Officer, Class 113th, 1997

Certified Polygraph Examiner, New England Polygraph Institute, 2007

Drug Related Training:

- United States Drug Enforcement Administration School
- Advanced Undercover Techniques and Survival, Association of Undercover Officers

Juvenile Investigation Training:

- School Resource Officer Training, NASRO
- School Resource Officer Leadership Program, OJJDP
- Child Abuse and Exploitation Investigations, OJJDP
- Child Abuse Investigations, Reid Technique of Investigative Interviewing

Death and Homicide Training:

- Death and Homicide Investigations, NH Police Standards and Training
- Col. Henry William Homicide Seminar New York State Police
- Advanced Homicide Investigation Techniques, Investigative Training

- Child abuse and death investigations, National Training Criminal Justice Center

Interview and Interrogations:

- Statement analysis, Laboratory for Scientific Interrogation
- Interview and Interrogation Techniques, Reid Interview Technique
- Interview and Interrogation for Child Abuse Offenders
- Interviewing techniques, Wicklander-Zulawski & Associates

Crime Scene Investigations and Processing of Evidence:

- Crime Scene Investigations for Detectives, NHPSTC
- Photography, NHPSTC
- Basic and Advanced Fingerprint Classification and Comparison, Forensic Consulting Associates of New England
- Dust & Bust, Forensic Consulting Associates of New England

White Collar Crimes

- Bad Check Investigation, NHPSTC
- Identity Theft, Credit Card Investigations, NHPSTC
- Fraud Investigations, NHPSTC

Leadership Training

- Command Training Series, 1st Line Supervisor, Roger Williams University
- Developing Worthy Leaders, Beamish Group
- Command Training Series, Mid-Management, Roger Williams University
- Reflective Leadership, FBI-Leeda

PROFESSIONAL AFFILIATIONS

American Association of Police Polygraphists
New England Association of Police Polygraphists
International Association of Identification

COMMUNITY SERVICE

Soccer Coach in the town of Stratham, New Hampshire
Baseball Coach in the town of Stratham, New Hampshire
Lacrosse Coach in the town of Exeter, New Hampshire

PORTSMOUTH, NEW HAMPSHIRE POLICE DEPARTMENT

JOB DESCRIPTION

Job Title: Commander, NH ICAC Task Force

Date Established: 1998

Standard Work week: 40 hours

MINIMUM QUALIFICATIONS: U. S. citizen, high school diploma or G.E.D. certificate, minimum age 21, valid driver's license, must pass written and oral examinations, extensive background investigation and criminal history check, medical examination, physical fitness test, drug test, polygraph examination, and be certified or certifiable as a Police Officer in the State of New Hampshire by the NH Police Standards & Training Council. A current Portsmouth Police Officer with at least five years of experience with the Portsmouth Police Department. Must hold the rank at minimum of a Sergeant by virtue of having successfully participated in the promotional process and having placed in the top three of the participation candidates.

CHARACTERISTIC DUTIES AND RESPONSIBILITIES:

A. SUMMARY

Works under the general supervision of the Chief of Police, the Captain of the Investigative Division. The Lieutenant is responsible for the supervision of the detective(s) (and civilian personnel if applicable) assigned to the NH ICAC Task Force within the Investigative Division. In addition, s/he shall exercise authority in all matters within the purview of the NH ICAC Task Force.

B. GENERAL DUTIES AND RESPONSIBILITIES

It shall be the duty and responsibility of the NH ICAC Task Force Commander:

1. To be the project director with overall responsibility for project management and budget oversight.
2. Review and have oversight of all investigations assigned to investigators from affiliate law enforcement agencies in their capacity as investigators for the NH ICAC Task Force.
3. S/he shall be a mentor for the investigators assigned to the NH ICAC Task Force.
4. Periodically review the Task Force caseloads to ensure even distribution as well as a timely and appropriate response by all personnel.

5. Review the effectiveness and efficiency of the investigators assigned to his/her command, and where deficiencies appear, instruct subordinates to take remedial action.
6. Supervise the efforts of Task Force and affiliate agency investigations requiring special attention, reassignment and/or additional manpower, equipment or other resources.
7. Provide supervision at all search warrant operations, when no supervisor is available from the lead investigative agency.
8. Provide Community Outreach, and promote the efforts of the Task Force.
9. Establish and cultivate relationships with other law enforcement agencies to collaborate investigative and prevention efforts.
10. Conduct regularly scheduled meetings of the NH ICAC Task Force Advisory Committee.
11. Oversee the operation of the ICAC Computer Analysis lab adjacent to the offices of Homeland Security Investigations, within the Norris Cotton Federal Building centrally located in Manchester, NH.
12. Be available at Portsmouth Police Headquarters during his/her tour of duty to supervise and conduct Task Force business, perform administrative duties, and when necessary, personally respond to the scene of any major or unusual crime to review the progress of the investigation and, in the appropriate circumstances, assume command of the investigation.
13. Cooperate fully with other units within the Department and with other Departments and agencies in other jurisdictions. Conduct investigations, provide criminal information and otherwise assist in the apprehension of suspects or offenders wanted by other criminal justice agencies. The Departments and agencies include, but are not limited to, all local, county, state, and federal agencies.
14. Inform the Commanding Officers of other Divisions and Units within the Department of any information which would affect the safety of their personnel, such as the identity of persons known or believed to be carrying weapons, the existence of stakeouts, etc.
15. Ensure that records and reports required for the Task Force's activities are prepared and submitted when due.
16. Take measures to ensure that the members and employees under his/her command abide by the current departmental procedures concerning lost, stolen, abandoned or other non-departmental property coming into their custody. Be accountable for re-

peated violations by his/her command of the rules and procedures concerning such property.

17. Perform other duties and tasks as assigned by proper higher authority.

C. **KNOWLEDGE ABILITIES AND SKILLS**

Thorough knowledge of modern police practices, techniques and methods. Considerable knowledge of the methods and practices of police criminal investigations. Thorough knowledge of applicable federal, state and city laws and ordinances, and of departmental regulations. Ability to analyze complex police problems. Ability to plan, organize and direct the work of subordinates, and to advise, instruct and train personnel. Ability to write and speak the English language effectively. Skill in the use firearms and other police equipment. Ability to obtain information through interview and interrogation. Ability to deal with the public firmly and courteously and to establish effective working relationships with the general public, city officials, members of the news media, and other persons encountered in the course of a day

ENVIRONMENT, WORKING CONDITIONS, PHYSICAL AND MENTAL EFFORT

Works in a typical office environment, which is handicapped accessible, but may be subject to uncomfortably warm or cool temperatures. Works also in the field and is thus subject to the vagaries of the weather and conditions typically encountered in homes, offices, businesses, streets, highways and other outdoor areas. The work is primarily of an intellectual nature but requires the moderate lifting of binders, reports, office equipment and supplies weighing up to 25 pounds or more. Physical effort may further be expended when making an arrest of a resisting individual, to include proper use of force and other hands-on techniques requiring physical action. Other physical activities may include the investigation of crime scenes and surveillance activities. H/she must be able to hear normal sounds, distinguish sound as voice patterns and communicate through human speech.

Disclosure of Pending Applications

The Portsmouth Police Department does not have any applications pending for federally funded grants or federally funded subgrants or agreements that include funding to support the same project being proposed for any identical cost items outlined in the budget submitted to OJP.

Current Pending Applications for:

N/A

Previous or Current Awards:

Internet Crimes Against Children

Current: 2018-MC-FX-K057

Other Agencies, Organizations, or Funding Sources to Which This Proposal Has Been Submitted:

This proposal has not been sent to any other agencies.

Please Note: The cost of running a statewide ICAC Task Force is costly. Many of the affiliate agencies have had to absorb some costs for their staff and equipment and the State of New Hampshire has allocated funds in the Governor's budget to help defray some of those expenses and to help expand the program. These are not federal funds or subgranted federal funds but local budget funds.

The Governor has been an advocate of this program.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Portsmouth Police Department
 Street1: 3 Junkins Avenue
 Street2:
 City: Portsmouth
 State: NEW HAMPSHIRE
 Zip Code: 03801

2. Authorized Representative's Name and Title:

Prefix: Mr. First Name: Robert Middle Name: M.
 Last Name: Merner Suffix:
 Title: Chief of Police

3. Phone: (603) 610-7457 4. Fax: 6034338809

5. Email: rmerner@cityofportsmouth.com

6. Year Established: 1849	7. Employer Identification Number (EIN): 26000714	8. DUNS Number: 73976706
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm: **Melanson Heath Accountants and Auditors**

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **0**

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report or opinion?

Yes No

13. Which of the following best describes the applicant entity's accounting system:

- Manual
- Automated
- Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

TRAVEL POLICY

24. Does the applicant entity: (a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation (FTR)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
--	--



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards

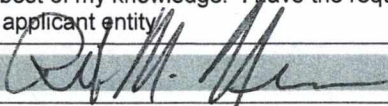
DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
If "Yes", provide the following:	
(a) Name(s) of the federal awarding agency:	
[Redacted]	
(b) Date(s) the agency notified the applicant entity of the "high risk" designation:	
[Redacted]	
(c) Contact information for the "high risk" point of contact at the federal agency:	
Name:	[Redacted]
Phone:	[Redacted]
Email:	[Redacted]
(d) Reason for "high risk" status, as set out by the federal agency:	
[Redacted]	

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: **Robert M. Merner**  Date: **6-22-20**

Title: Executive Director Chief Financial Officer Chairman
 Other: **Chief of Police**

Phone: **(603) 610-7457**



Karen S. Conard
City Manager

CITY OF PORTSMOUTH

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

Date: November 13, 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 November 16, 2020

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

First Reading of an Ordinance Amending a Section of Chapter 7:

In the past, the temporary actions 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 actions 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.

This year, pursuant to City Council vote of August 18, 2020, the Council voted to have the temporary actions come forward for first readings in groups based on their expiration date and the following ordinance is coming forward for first reading at this evening's meeting: Chapter 7, Article III, Section 7.330: No Parking regarding Chase Drive.

Eric Eby, Parking and Transportation Engineer, will be presenting the proposed amendments to the ordinance at this evening's meeting.

- A. **First Reading of Ordinance Amending Chapter 7, Article III, Section 7.330 – No Parking – by the addition of Chase Drive: northerly side, from Michael Succi Drive to a point 30 feet ~~on either side~~ west of the driveway located at 355 Chase Drive:**

[Attached is the diagram](#) and [the proposed amendment](#) to this ordinance.

I recommend that the City Council move to pass first reading and to schedule a public hearing and second reading at the December 7, 2020 City Council meeting.

Public Hearing and Second Reading of Three Ordinances Amending Various Sections of Chapter 7:

At the October 19, 2020 City Council meeting, the Council voted to schedule public hearings and second reading of amendments to the following three ordinances, which were the third group of temporary actions approved by the PTSC that the Council voted to come forward separately based on their expiration date.

- B. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article IVA, Section 7-A.402 – Bus Stops Designated - Hanover Street: southerly side of Hanover Street 90 feet east of from Fleet Street to a point 285 feet east of Fleet Street:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

Additionally, Rad Nichols, Executive Director of COAST, has also provided a [brief presentation](#) to explain why that space is needed for the COAST bus system. Mr. Nichols is available at this evening's meeting to answer any questions related to the materials he provided.

I recommend that the City Council move to pass second reading and to schedule a third and final reading at the December 7, 2020 City Council meeting.

- C. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article XI, Section 7.1100 – Speed Limits, E: Speed Limit: 25 MPH by the addition of South Street, from Middle Road to Lafayette Road:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

I recommend that the City Council move to pass second reading and to schedule a third and final reading at the December 7, 2020 City Council meeting.

- D. **Public Hearing and Second Reading of Ordinance Amending Chapter 7, Article III, Section 7.330 – No Parking by the addition of Dearborn Street: easterly side, from the North Mill Pond running northerly for a distance of 25 feet:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

I recommend that the City Council move to pass second reading and to schedule a third and final reading at the December 7, 2020 City Council meeting.

- E. **Public Hearing and Second Reading of Ordinance Amending Chapter 11, Article II – Sewers, Sections 11.203 and Section 11.204 – Waiver from Connection to Public Sewer:**

At its meeting of October 5, 2020, the City Council agreed to bring forward for first reading an [amendment to the Sewer Ordinance](#) to codify the City's practice of allowing property owners to defer tying-in to a new sewer line when their existing septic system is functional. State law, which requires residents to tie into a public sewer main if within 100 feet of that line, allows municipalities to waive the requirement of tie-in to the new sewer main or to set

the distance beyond 100 feet. Portsmouth has historically, as a matter of practice, allowed such deferral to tie-in as part of sewer extension projects. Residents tie in when they are ready to do so as long as their existing septic system is functioning. Portsmouth has never codified this waiver practice in its sewer ordinance.

I recommend that the City Council move to pass second reading on this amendment to Chapter 11, Article II-Sewers, Sections 11.203 and Section 11.204 to codify the waiver of sewer connection and to schedule a third and final reading at the City Council's December 7, 2020 meeting.

Third and Final Reading of Four Ordinances Amending Various Sections of Chapter 7:

At the October 19, 2020 City Council meeting, the Council voted to schedule third and final readings of amendments to the following ordinances, which were the second group of temporary actions approved by the PTSC that the Council voted to come forward separately based on their expiration date.

- F. **Third and Final Reading of Ordinance Amending Chapter 7, Article VI, Section 7.601 – Limited Hours Loading Zones (Mondays through Saturdays between the hours of 6:00 a.m. and 7:00 p.m.) by the addition of Pleasant Street: easterly side, beginning 94 feet south of the southerly curb line of Daniel Street and running southerly for a distance of 45 feet:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

I recommend that the City Council move to adopt the third and final reading.

- G. **Third and Final Reading of Ordinance Amending Chapter 7, Article III, Section 7.336 – One-Way Streets by the deletion of Parker Street northerly from Tanner Court to Hanover Street:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

I recommend that the City Council move to adopt the third and final reading.

- H. **Third and Final Reading of Ordinance Amending Chapter 7, Article VI, Section 7.330 – No Parking by the addition of Little Harbor Road: Both sides of the roadway beginning at the east side of the Wentworth Coolidge Mansion driveway, running easterly for a distance of 155 feet to the gate at the end of the pavement:**

Attached is the [diagram](#) and the [proposed amendment](#) to this ordinance.

I recommend that the City Council move to adopt the third and final reading.

- I. **Third and Final Reading of Ordinance Amending Chapter 7, Article III, Section 7.326 – Limited Parking – 15 Minutes – Daniel Street: southerly side, ~~first five three metered spaces east from Market Square running between 102 and 160 feet west of Penhallow Street; and Hanover Street delete northerly side, first two spaces east from Bridge Street:~~**

Attached are the diagrams and the proposed amendment to this ordinance.

I recommend that the City Council move to adopt the third and final reading.

XIV. Approval of Grants/Donations:

- A. **Moose License Plate Conservation Grant for FY21 – \$9,760.00:**

The City of Portsmouth has been awarded one of the FY2020/2021 Moose License Plate Conservation Grants in the amount of \$9,760 for the conservation project, “Preservation, Microfilming and Digitization of Nine Portsmouth Pauper-Aid Documents Dated 1853-1895.” The New Hampshire State Library's (NHSL) FY2020/2021 Conservation License Plate Grant Program is designed to help municipalities as well as other public organizations preserve their historic documents. These monies will help preserve legally required and historically significant documents held by the Finance Department that initially were intended to be financed through the City's Capital Improvement Program.

The NHSL Grant awards up to \$10,000 to applicants to conserve publicly owned documents. The program aims to assist in the preservation of New Hampshire's historic manuscripts as well as increase their availability to the public. The grant requires that these documents not only be professionally preserved, but also scanned to preservation microfilm as well as digitized. This is the fourth Moose License Plate Conservation Grant the City has been awarded, totaling \$36,946 received from this program since FY18.

I recommend that the City Council move to accept this grant from the New Hampshire State Library, as presented.

- B. **New Hampshire Internet Crimes Against Children Task Force (NHICAC) from the Federal FY20 Forensic Shield-COVID Cares Act – \$1,000,000.00:**

The above mentioned grant award in the amount of \$1 million was awarded directly to the New Hampshire Internet Crimes Against Children Task Force (NHICAC). The Portsmouth Police Department is the fiscal agent for the NHICAC and for this grant.

The Portsmouth Police Commission voted to accept and expend this \$1 million NHICAC grant at a public hearing on October 27, 2020.

In their May 18, 2020 vote, the City Council authorized the City Manager to apply for, accept, and expend any funds received by gift, grant or loan from the state, federal, and other governmental units that become available to the City through the CARES Act Flex Funds and related COVID Cares Act funding.

These grant award funds must be used for a very narrow and specific purpose and must be expended by the end of this year. Under the authorization given by vote of the Council to the City Manager cited above, the Police Department is requesting the City Manager authorize the expenditure of these funds as identified in the grant, beginning immediately so that the NHICAC Task Force is able to expend the grant award within the allocated time frame.

I recommend that the City Council accept this grant as presented, and authorize the City Manager to expend these funds subject to the terms of any offer, rule, or regulation pertaining to such funds in cooperation with the Police Department.

C. Bureau of Justice Assistance Patrick Leahy Bulletproof Vest Partnership – \$5,999.88:

At the October 27, 2020 Police Commission meeting, the Board of Police Commissioners accepted a grant in the amount of \$5,999.88 from the Bureau of Justice Assistance Patrick Leahy Bulletproof Vest Partnership.

I recommend that the City Council move to accept this grant as presented.

D. Federal Office of Juvenile Justice & Delinquency Prevention (OJJDP) – \$334,969.00:

At the October 27, 2020 Police Commission meeting, the Board of Police Commissioners accepted a grant in the amount of \$334,969 from the Federal Office of Juvenile Justice and Delinquency Prevention. This grant provides for the annual funding of the New Hampshire Internet Crimes Against Children Task Force statewide for FY20, and is separate from the Forensic Shield-COVID Cares Act mentioned earlier.

I recommend that the City Council move to accept this grant as presented.

XV. City Manager's Items which Require Action:

1. Approval of 2021 Council Meeting Calendar:

[Attached](#) please find a draft 2021 City Council meeting calendar.

I recommend that the City Council move to approve this calendar as presented.

2. Ratification of Assistant Fire Chief Employment Agreement:

The City Council reviewed an employment agreement for Assistant Fire Chief, William McQuillen, in a Non-Public Session earlier this evening. [Attached is the proposed agreement.](#)

I recommend that the City Council move to ratify the agreement with Assistant Fire Chief, William McQuillen, as presented.

3. Request to Name Private Unnamed Street Located Off Gosling Road:

[At the September 14, 2020 Council meeting, the Council reviewed a request from Eversource and GSP Schiller](#) to name a currently unnamed private road that accesses their properties. The parcels all presently have an address of Gosling Road. This creates challenges for emergency response. The parties requested that the private road be named Jacona Road.

While this is not a public road, the subdivision regulations and City Ordinances reference the Planning Board’s role in road naming. While the regulations do not stipulate that this has to be done as a public hearing, it has been the Planning Board’s policy to notify abutting properties and to allow for a public hearing prior to approving the name.

This process is also consistent with state laws governing the naming of streets. Therefore, the City Council referred this request to the Planning Board.

At the October 15, 2020 meeting after a public hearing, the Planning Board voted to recommend that the City Council approve the renaming of the private road to Jacona Road.

When public roads are requested to be named or renamed, the Planning Board and City Council would typically consult a list of potential road names developed by the City in 2007/2008. When private roads are considered, the naming of the road is typically left up to the applicant, subject to final approval by the Council. The primary purpose for the Council to approve the naming of private roads is to ensure there is no conflict with existing road names in the city that would present a challenge for emergency responders.

I recommend that the City Council move to approve the request for naming of the previously unnamed private road to Jacona Road.

4. **Parking Agreement for Deer Street Associates:**

When the City purchased the land upon which the Foundry Garage is now constructed, the City Council approved entering into a Post Closing Obligations Agreement (PCOA) with Deer Street Associates (DSA). The PCOA required, among other things, that the City provide DSA with 68 parking passes in the Foundry Garage. The PCOA permits DSA to use these paid parking passes to obtain zoning relief under Ordinance Section 10.1113.11-111, which reads as follows:

All required off-street parking spaces shall be located on the same lot as the principal use they are required to serve except as follows: Required parking spaces may be located on a separate lot from the principal use which they serve where a municipally owned or operated covered parking facility is constructed as part of the overall development.

The Foundry Garage was constructed as a part of this overall development, as indicated on the [attached plan](#), therefore DSA qualifies for zoning relief under this section.

The [attached Parking Agreement](#) provides the details for how those parking passes shall be administered. It is based upon a draft version which was attached to the PCOA, which has been amended in light of how the Parking Garage was constructed. Among other things, the Parking Agreement fulfils the following terms of the PCOA:

- DSA will receive 68 parking passes in the Foundry Garage, which are assignable to any of the four parcels which are a part of the DSA development on Foundry Way;
- DSA may assign some parking passes to certain properties to meeting zoning ordinance requirements;

- DSA must pay the generally applicable rate subject to the generally applicable policies and procedures for parking passes in the Foundry Garage;
- DSA must begin payment on parking passes either when spaces are assigned to a parcel and the parcel receives a certificate of occupancy, or when DSA requests parking passes, whichever comes first, and;
- This Agreement lasts for as long as the City owns the Foundry Garage and uses it for parking.

DSA and its affiliates presently own five lots in the vicinity of the Foundry Garage, as indicated on the attached plan as Lots 2 through 6. Two of these lots, Lot 3 and Lot 6, have active Planning Board approvals which rely upon zoning relief under Ordinance Section 10.1113.10, and which DSA is entitled to under the PCOA. Under the current Planning Board approvals, Lot 3 is using 33 PCOA parking passes, and Lot 6 is using 35 parking passes. Therefore, under the current Planning Board approvals and the terms of the attached Parking Agreement, DSA would be required to assign all 68 parking passes to these two properties, and would be entitled to no additional zoning relief on lots 4 and 5 under Section 10.1113.10.

I recommend that the City Council authorize the City Manager to execute a parking agreement with Deer Street Associates in a form substantially similar to the document presented.

5. Request to Schedule First Reading on Floodplain Overlay District Zoning Maps:

In July 2020, [FEMA issued a Letter of Final Determination](#) (LFD) notifying the City that the preliminary coastal Rockingham County Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) report that were originally issued in 2014 had been finalized. The FIRMs and FIS report will become effective on January 29, 2021.

Following that letter, the staff at the NH State Floodplain Management Program reached out to the City with additional guidance on the process for final adoption of the FIRMs and FIS ([see attached email from Jennifer Gilbert dated September 25, 2020](#)). Although the City had already amended the City’s Floodplain Overlay District zoning in 2019 with input from the state’s floodplain office, the staff at the state office (with guidance from FEMA) have identified additional minor amendments that are required.

These amendments will apply to properties located in the Floodplain District and are required by FEMA to keep the City in compliance with the National Flood Insurance Program (NFIP). The NFIP requires that the City maintain an up-to-date floodplain ordinance to ensure that federal flood insurance policy holders are covered in the event of a flood.

The Planning Board has reviewed the amendments at a work session and is scheduled to hold a public hearing on the Zoning Amendments on November 19, 2020. [All property owners with properties in the flood plain overlay district have been notified by mail](#) of the upcoming meetings on these amendments.

The proposed Zoning Ordinance amendments required by FEMA are summarized below and [attached](#).

The City’s entire Zoning Ordinance can be viewed online at www.cityofportsmouth.com/planportsmouth/land-use-and-zoning-regulations#zoning. Refer to Section 10.620 Floodplain District:

- a) In Section 10.613.10 (a), update the study and map reference dates by deleting May 17, 2005 and adding January 29, 2021.
- b) In Section 10.622.20 – “Terms Defined for the Flood Plain District”, delete the current definition of New Construction and update as follows:

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure.

- c) In Section 10.628 – Construction Standards in Special Flood Hazard Areas amend paragraph 10.628.10 as follows by adding the text shown in italics below:

10.628.10: In Zones A and AE, any new construction or substantial improvement shall be reasonably safe from flooding...

As noted in the email from Jennifer Gilbert, these amendments will need to be adopted by Council and submitted to the state office for confirmation by January 15, 2021. This means that the Council will need to complete the three required readings before that time. The anticipated schedule is as follows:

- November 16 – request to City Council to schedule first reading
- November 19 – Planning Board public hearing and vote to recommend to Council
- December 7 – City Council first reading
- December 21 – City Council second reading and public hearing
- January 4, 2021 (or first Council meeting in January) – City Council third and final reading

I recommend that the City Council move to schedule first reading on the proposed amendments to the Floodplain Overlay District for the December 7, 2020 City Council meeting.

6. Temporary Construction License for 111 Maplewood Ave., LLC for Property Located at 145 Maplewood Avenue:

The Construction Mitigation and Management Plan (CMMP) for this project finalized on October 4, 2019 identified temporary encumbrances of the public right of way for [project-related work along Maplewood Avenue, Vaughan Street and Raynes Avenue](#). The City granted a license to 111 Maplewood Ave., LLC (“Applicant”) to encumbrance City sidewalks along these streets on August 3, 2020. The construction project is progressing and 111 Maplewood Ave., LLC requests permission to encumber parking spaces on Maplewood Avenue, Raynes Avenue, and Vaughan Street in order to complete the next phase of construction.

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 \$35 per space per day to encumber parking space along the requested streets.

The applicant is requesting that seven parking spaces on Maplewood Avenue be encumbered from November 12, 2020 through December 23, 2020 for a total of 42 days. The fee for the Maplewood Avenues spaces are seven spaces x \$35 per day x 42 days, which equals \$10,290.

The applicant is also requesting that eight parking spaces on Rayne Avenue and three parking spaces on Vaughan Street be encumbered from November 2, 2020 through December 23, 2020 for a total of 52 days. The fee for these 11 parking spaces (8 on Raynes, 3 on Vaughan) x \$35 per day x 52 days equals \$20,020. The total fee for all 18 parking spaces during the term of the proposed license is \$30,310.

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 111 Maplewood Ave., LLC as submitted.

7. **Revocable License for 241 South Street:**

3A Trust, Guy D. Spiers and Elizabeth R. Spiers, Trustees, are owners of property located at 241 South Street, Tax Map 111, Lot 036. The property has existing granite steps that are in the City’s right of way. The owner seeks to replace the existing granite steps with new granite steps on the front façade of the property.

The owner recently repaired its existing front door and upon installation learned that the existing steps do not comply with the City’s Building Code. The owner sought and received approval from the Historic District Commission (HDC) to replace the existing granite steps with new granite steps which will raise and widen the landing in order to improve safety and comply with the City’s Building Code. Please find [attached a diagram of the proposed improvements](#).

The Planning, Public Works and Legal Departments have reviewed the owner’s request and would support the granting of a revocable license allowing the owner to replace the granite steps consistent with the proposed improvements and the HDC’s letter of decision. [Attached is a proposed Revocable License](#) which will allow the owner to replace the existing steps with new granite steps in the City’s right of way, be responsible for any liability associated with the new steps, and to remove the steps if required by the City.

I recommend that the City Council move to authorize the City Manager to execute and deliver a Revocable License allowing the owner of 241 South Street to replace granite steps on City property consistent with the decision of the Historic District Commission as described in Land Use Application LU- 20-185.

8. Request for Public Hearing for Five Bond Resolution Authorizations:

I am requesting that the City Council establish a public hearing on each of the proposed Bonding Resolutions for the December 7, 2020 City Council meeting for projects identified to begin in FY21 ([respective Resolutions and element sheets are attached](#)).

GENERAL FUND:

Police Facility Improvements - \$400,000

- a. Parking lot security improvements
- b. Continued upgrades to the heating, cooling and ventilation system
- c. Office space renovations

School Facility Improvements - \$1,000,000

- a. High School: Security upgrade match, roof replacement, recommissioning and assessment of mechanical infrastructure, and flooring replacement
- b. District Wide: paving and playground work

Outdoor Pool and City Street and Sidewalk Upgrades - \$3,640,000

- a. Outdoor Pool Filter building, liner, and gutter system - \$2,000,000
- b. Islington Street Phases 1&2 - \$1,640,000

WATER FUND:

FY 21 Water Projects - \$3,600,000

- a. New Groundwater Source - \$500,000
- b. Water Transmission Main Replacement - \$600,000
- c. Water Storage Tanks Painting - \$850,000
- d. Islington Street Phase 1B - \$1,650,000

SEWER FUND:

FY21 Sewer Projects - \$5,250,000

- a. Mechanic Street Force main - \$3,600,000
- b. Islington Street Phase 1B&2 - \$1,650,000

I recommend the City Council move to authorize the City Manager to bring back for public hearing and adoption the various proposed CIP projects to be bonded, as presented, for the December 7, 2020 City Council meeting.

9. **60 Penhallow Street (Brick Market) Amended Temporary Construction License:**

On January 16, 2020, the Planning Board granted site plan review approval for an application from Dagny Taggart, LLC for property located at 60 Penhallow Street for the second part of the proposed Brick Market development to construct a new four-story commercial building.

The Construction Mitigation and Management Plan (CMMP), signed in April 2020, identified temporary encumbrances of the public sidewalks and parking spaces on Penhallow Street and Daniel Street for project-related work 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 licenses are subject to the "License Fee for Encumbrance of City Property" policy.

The Council previously approved a temporary construction license for this project that included the following (the previously approved license areas are shown [on the plan labeled "CMMP Encumbrance Plan" enclosed as Exhibit A](#)):

- License Area 1 for 1,740 square feet of the sidewalk area along the Daniel Street and Penhallow Street as well as three parking spaces located on Daniel Street. The duration for the encumbrance of License Area 1 is 184 days, starting on August 1, 2020.
- License Area 2 was for the four parking spaces located on Penhallow Street. The original duration for the encumbrance of License Area 2 was 123 days, originally proposed to start on October 1, 2020. The applicant has delayed the start of the encumbrance of License Area 2, which has enabled the Ristorante Massimo and Ceres Street Bakery to continue to use a portion of the road for outdoor dining.

In late October, the applicant requested that the temporary construction license area for the Penhallow Street portion be modified to a partial road closure with a proposed start date of December 1, 2020 and proposed end date of January 31, 2021 (reducing the total term for License Area 2 to 62 days). The proposal would close off Penhallow Street on the Daniel Street end, block off 740 square feet of public roadway along with the sidewalk on one side of the street and four parking spaces as originally proposed, and convert Penhallow Street between Custom House Lane and State Street to two-way traffic flow. In addition, all of the on-street parking on Penhallow Street (an additional 6 parking spaces) would be temporarily removed in order to accommodate the two-way traffic pattern. The additional area is described as License Area 3 in the amended agreement.

The additional fee for the roadway is \$2,294 and the fee for the 6 additional parking spaces is \$18,600. The reduction in the number of days for License Area 2 reduces that fee from \$24,600 to \$12,400. The applicant previously paid a fee of \$68,208 and the new fee would be \$76,902, so the applicant would owe a total of \$8,694. 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, Legal, Public Safety, and Public Works Departments and is recommended for approval.

I recommend that the City Manager be authorized to execute and accept the amended temporary construction license regarding 60 Penhallow Street as submitted.

XVI. Consent Agenda:

A. Projecting Sign License – 90 Fleet Street:

Permission is being sought to install a projecting sign at [90 Fleet Street](#) that extends over the public right of way, as follows:

Sign dimensions: 48” x 36”

Sign area: 12 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. Projecting Sign License – 54 Maplewood Avenue:

Permission is being sought to install two projecting signs at [54 Maplewood Avenue](#) that extend over the public right of way, as follows:

Sign dimensions: 13” x 32” per sign

Sign area: 2.88 sq. ft. per sign

The proposed signs comply 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 signs, 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.

C. 89-99 Foundry Place (aka 181 Hill St., “Lot 6”) Easements:

On November 16, 2017 the Planning Board granted site plan review approval for an application from Deer Street Associates for the construction of a four-story mixed use building with retail and office space on the first floor, an interior parking garage, and residential units on the upper floors. On August 23, 2018, the Planning Board granted a one-year extension of the approval and on September 19, 2019 the Planning Board granted an additional one-year extension. At the time of these approvals, the property had an address of 181 Hill Street. Subsequent to the completion of Foundry Place, the property was assigned an address of 89-99 Foundry Place.

On October 15, 2020, the Planning Board considered a third request from the applicant for another one-year extension of the approval, but that request was denied. The current site plan review approval will expire on November 16, 2020 unless the applicant is able to receive a building permit for the project by that time. At the October 15, 2020 meeting, the Planning Board also considered amendments to the original plan that included a revised residential unit count from 43 to 55, elimination of some of the commercial space, revised parking layout and entrance to the parking garage and a reduction in building height and footprint. The Planning Board approved these amendments and the applicant is working on completing the required steps for issuance of a building permit.

Per Section 10.5A46 of the Zoning Ordinance, a development that is located in the North End Incentive Overlay District shall be allowed an increase in maximum building height by 1-story and up to 10 feet if community space is provided that is equal to at least 20% of the project area. In addition, the sidewalk along any public façade must be at least 10 feet wide plus 2 feet for each additional story above three-stories. The base building height requirement in this zoning district is four-stories and 5 feet so the project is technically allowed to increase to five-stories and 60 feet. The project as approved by the Planning Board has a building height of 53’9”, but is still four-stories. Section 10.5A46.22 allows the community space to be provided on a different lot than the project. In this case, the community space for the project is being provided both on the project property in the form of a wide sidewalk along the Foundry Place frontage as well as a portion of the property owned by the application that is known as “Lot 2” (Map 125, Lot 17-1) which is located across the street.

The plan enclosed shows the community space areas that are located on both properties. As allowed by the Ordinance, 3,374 square feet of the required community space will be located on Lot 2, which, pursuant to Planning Board stipulations, must be conveyed to the City prior to the issuance of a Certificate of Occupancy for this project and for which the applicant is required to provide a financial contribution of \$145,000 for improvements to that lot for use as a public park.

The remaining 1,134 square feet will be located on the subject property (89-99 Foundry Place “Lot 6”) and is the purpose of the easement in front of Council for approval this evening.

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 grant authority for the City Manager to accept the easement deeds and plans for community space in a form similar to those attached.

D. 1600 Woodbury Avenue – Sidewalk and Signal Easements:

On April 30, 2020, the Planning Board granted amended site plan approval to demolish an existing building and upgrade the existing shopping center with new and additional signage, a new driveway entrance off of Woodbury Avenue, and repurposing of the former supermarket space to a separate retail space and new grocery store with accessory café/food court at 1600 Woodbury Avenue.

As approved, the proposal required that the applicant provide an easement for the City for sidewalks and traffic signal equipment that are located on the property represented as Area 1 and Area 2 on the [attached plan](#).

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 authorize the City Manager to accept a signal and sidewalk easement over land at 1600 Woodbury Avenue from DPF 1600 Woodbury Ave., LLC in a form similar to the attached.

E. 160 Court Street (Portsmouth Housing Authority) – Community Space Easements:

On August 16, 2018 the Planning Board granted site plan review approval for an application from Portsmouth Housing Authority for the construction of a four-story, 64-unit residential housing complex at 160 Court Street.

Per Section 10.5A43.33 of the Zoning Ordinance a development that is not located in an incentive overlay district and that is at least one acre in size shall be allowed to increase building height by one story and up to 10 feet if community space is provided that is equal to at least 20% of the project area. The maximum allowed building height for this zoning district is two stories (short 3rd) and 35 feet. With the zoning provision, the allowed height would be increased to three stories (short 4th) and 45 feet. In addition, the project received a variance from the Zoning Board of Adjustment to exceed the three story / 45 foot maximum and, as approved by the Planning Board has a building height of 54 feet and is four stories tall.

The [plan enclosed](#) shows the community space areas that are part of this project. Each of these spaces has to meet the criteria for community space types as defined by the Ordinance and all have to have permanent public access that is deeded to the City.

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 grant authority for the City Manager to accept the easement deeds and plans for community space in a form similar to those attached.

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. Update on draft Great Bay Total Nitrogen General Permit:

The below information provides an update on the Draft Great Bay Total Nitrogen General Permit (Draft Permit) that was published for comment in January 2020. The Draft Permit proposed new nitrogen limits on the 13 wastewater treatment facilities that discharge to the Great Bay Estuary and additional requirements for the reduction of nitrogen from stormwater discharges. The City of Portsmouth, along with other communities and the Conservation Law Foundation (CLF), submitted comments in May 2020. Since that time, the cities of Rochester and Dover spearheaded an effort to further evolve the discussion around permitting approaches. Portsmouth participated in some of those conversations and was generally in accord with their efforts. Dover and Rochester followed up with both state and federal regulators as well as CLF to share their views on the permitting approach and to encourage a continuing dialogue.

Last month the communities received word that the Environmental Protection Agency (EPA) Region One had completed its reply to comments and had prepared a final version of the permit. EPA Region One explained that the next step was for EPA headquarters to review its work along with other federal agencies. Both EPA Region One and the New Hampshire Department of Environmental Services suggested that the communities write to indicate that the Draft Permit should be given expedited review so that its issuance would not be delayed due to the review process. To that end, the City of Portsmouth sent the [attached letter](#).

**2021 SCHEDULE OF CITY COUNCIL MEETINGS
AND WORK SESSIONS**

Regular Meetings - 7:00 p.m.

January 11 and 25

February *8 and 22

*Public Hearing on CIP

March *8 and 22

*(Adoption of CIP)

April 5 and April 19

May 3,*10, and 17

Public Hearing on FY22 Budget – Wed. 6:30 p.m.

June *7 and 21st

*Adoption of Budget

July 12

August 2 and 23

September *7 (Tuesday) and 20

October 4 and 18

November *4 (Thursday) (Canvass of the Vote) and 15

December 6 and 20

Work Sessions - 6:30 p.m.

January 13th (CIP Work Session) @ 6:30 p.m.

January 14th (Budget Guidelines) @ 6:30 p.m.

May 11th (Public Safety – Fire & Police Review/Listening Session Monday @ 6:30 p.m.)

May 12th (School Dept. Review/Listening Session Wed. @ 6:30 p.m.)

May 13th (General Government Depts. Review/Listening Session Thurs. @ 6:30 p.m.)

May 19th (Water & Sewer Depts. Reviewing/Listening Session Tues. @ 6:30 p.m.)

May 24th (Budget Review Thurs. @ 6:30 p.m.)

May 27th (Budget Review Thurs @ 6:30 p.m., if necessary)

All Work Sessions will be held in Council Chambers unless otherwise indicated

***Footnote: Additional Work Sessions can be scheduled at the call of the Mayor**

Adoption 11/16/2020

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into by and between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter called the “Commission”) and William McQuillen (hereinafter called the “Employee”). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment and Term

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Assistant Fire Chief for a 3-year term commencing on November 1, 2020 and ending on October 31, 2023. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote all of his professional efforts to the successful fulfillment of his responsibilities to the Commission and the City.

3. Salary

Effective November 1, 2020, the Employee will be placed on Grade 23, step E of the City of Portsmouth Non-Union Salary Schedule, which is a per annum salary of one hundred thirteen thousand six hundred thirty-one dollars and sixty-eight cents (\$113,631.68), payable in no fewer than twenty-six installments and subject to such deductions as may be authorized by the Employee and/or as may be required by law. Thereafter, the Employee will continue to receive salary step increases consistent with existing City policy. Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

Effective July 1st of 2021, 2022 and 2023, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%. The COLA Adjustment percentage shall be determined by taking the 10 year average of the CPI-U for the Boston-Cambridge-Newton—MA-NH all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 adjustment. BLS’s calendar year for this index is November through November, it is not published on a December to December basis. The reference base is 1982-1983 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

4. Certification

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

5. Termination for Cause

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

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

6. Termination with Severance Payment

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

7. Termination by Mutual Consent/Voluntary Resignation

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

8. Severance Constitutes Release

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

9. Benefits


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

10. Exception to Benefits in Section 9

The Employee shall be entitled to the following:

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

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

For the Commission/Board:


Employee:


Date: 10/28/2020

Date: 10/28/2020

Approved by the Portsmouth City Council:

_____ Date

Certified by the City Clerk

_____ City Clerk



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

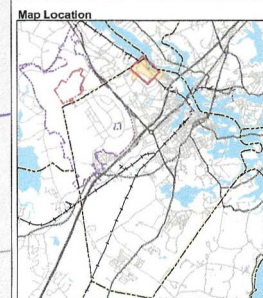
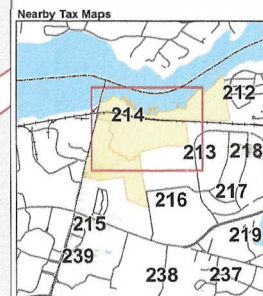
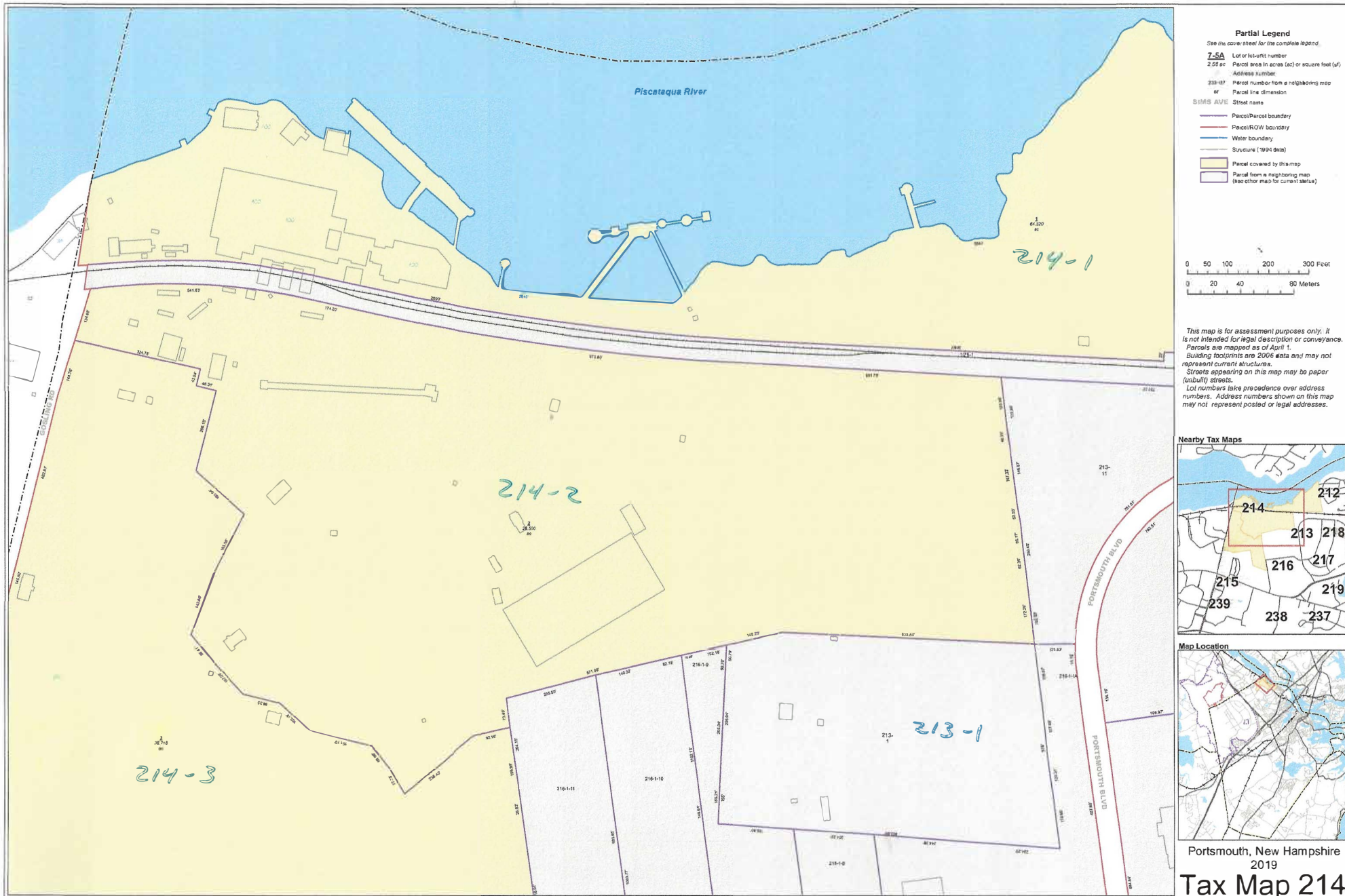


Name: JAMES S. ANDREWS

Title: PRESIDENT

Cc: James McCarty, GIS Manager City of Portsmouth

Exhibit 1



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



2011 DEC 22 PM 3: 01

057208

Printed from internet for on 12/28/2017

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 BOULEVARD, PORTSMOUTH, N.H.
 & TAX MAP 28 LOT 6, GOSLING ROAD, NEWINGTON, N.H.
 SEPTEMBER 14, 2017

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEPICT EXISTING EASEMENTS OF RECORD PER REFERENCE PLAN NO. 1, AND DEFINE PROPOSED EASEMENTS TO BE GRANTED AND RESERVED ON TAX MAP 214 LOTS 1, 2 & 3 AND TAX MAP 213 LOT 11, IN PORTSMOUTH, N.H., AND TAX MAP 28, LOT 6, IN NEWINGTON, N.H.
2. THE OWNER OF THE LOTS IS PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), d/b/a EVERSOURCE ENERGY, 780 NORTH COMMERCIAL STREET, MANCHESTER, N.H. 03105.
 DEED REFERENCES ARE AS FOLLOWS:
 VOL. 975 PL. 148 8/6/48 FRANK TO PSNH VOL. 1085 PG. 193 12/24/47
 PROPERTY SINE TO PSNH VOL. 1422 PG. 194 1 2/5/58
 PROPERTY SINE TO PSNH VOL. 975 PG. 147 8/6/48
 FRANK TO PSNH VOL. 984 PG. 433 6/20/41
 B&M RAILROAD TO PSNH VOL. 1122 PG. 271 12/21/48
 B&M RAILROAD TO PSNH VOL. 816 PG. 123 10/14/30
 SCHILLER TO PSNH VOL. 1453 PG. 312 11/18/27
 B&M RAILROAD TO PSNH
 BORA, LLC TO PSNH VOL. 5314 PG. 27 5/2/2012

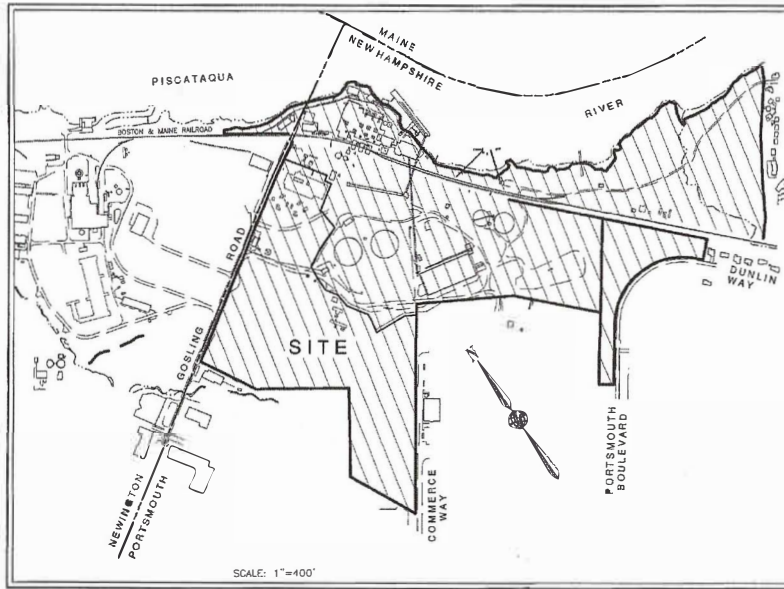
3. BOUNDARY INFORMATION SHOWN IS THE RESULT OF A FIELD SURVEY PERFORMED BY LMS OFFICE FROM MARCH 2000 TO MAY 2000, AND FROM AUGUST THROUGH OCTOBER 2015 ALONG WITH THE REFERENCE PLANS & RECORDS NOTED HEREON. PLAN ORIENTATION IS NRI GRID.
4. FIELD LOCATIONS WERE SUPPLEMENTED BY AERIAL PHOTOGRAMMETRIC MAPPING (FLIGHT DATED: AUGUST 31, 2015)
5. THE WIDTH AND LAYOUT OF GOSLING ROAD SITUATED SOUTHWESTERLY OF THE B & M RAILROAD IS BASED ON REFERENCE PLANS THE LOCATION OF THE NEWINGTON / PORTSMOUTH TOWN LINE HAS NORMALLY BEEN DESCRIBED AS "BY" OR "ALONG" GOSLING ROAD
6. THE LIMIT OF THE TITLE ALONG THE PISCATAQUA RIVER IS SHOWN HEREON WAS ESTABLISHED USING MEAN HIGH WATER ELEVATION (ELL) (NGVD 29) BASED ON THE TIDAL DATUM PUBLISHED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA). THE PISCATAQUA RIVER IS A NAVIGABLE RIVER SUBJECT TO RIGHTS OF OTHERS AND IS ALSO SUBJECT TO THE NH OVERCROWD WATER QUALITY PROTECTION ACT

REFERENCE PLANS:

1. "BTA / A.C.S.M. LAND TITLE SURVEY PLAN - PREPARED FOR - PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE - d/b/a EVERSOURCE ENERGY - SCHILLER STATION - TAX MAP 214 LOTS 1 & 2 AND TAX MAP 213 LOT 11 - GOSLING ROAD & PORTSMOUTH BOULEVARD, PORTSMOUTH, N.H. - 8 1/4 IN. MAP 28 LOT 6, GOSLING ROAD, NEWINGTON, N.H." SCALE: 1"=100' DATED OCTOBER 20, 2015, LAST REVISED 11/27/15, PREPARED BY THIS OFFICE.
2. PROPOSED EMERGENCY ACCESS ROAD EASEMENT PLAN - PREPARED FOR - PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE - d/b/a EVERSOURCE ENERGY - SCHILLER STATION - TAX MAP 214 LOT 1 AND TAX MAP 213 LOT 11 - PORTSMOUTH WAY & PORTSMOUTH BLVD., PORTSMOUTH, N.H. SCALE: 1"=60' DATED NOVEMBER 10, 2015, LAST REVISED 3/27/17, PREPARED BY THIS OFFICE AND RECORDED AT THE REC'D. AS PLAN NO. 4036E.
3. "LOT LINE REVISION PLAN - PREPARED FOR - PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE - d/b/a EVERSOURCE ENERGY - SCHILLER STATION - TAX MAP 214 LOTS 2 & 3 - GOSLING ROAD - PORTSMOUTH, NEW HAMPSHIRE SCALE: 1"=100' DATED AUGUST 15, 2015, LAST REVISED 4/11/17, PREPARED BY THIS OFFICE AND RECORDED AT THE REC'D. AS PLAN NO. 4037E.

INDEX OF EXISTING EASEMENTS "RECOVERED"

- SEE SYMBOLS 12 THRU 43 ON SHEETS 2 THRU 4
10. EASEMENT NO. 15 - CIVIL - FURNACE, EFFECTIVE DATE AUGUST 7, 2015 LAST REVISED: 9/2/2015, FOR CROSS-REFERENCE TO THE EASEMENTS LISTED BELOW
 12. SEWER EASEMENT AS SET FORTH IN FINAL JUDGMENT DATED JUNE 24, 1944 AND RECORDED IN VOLUME 1018 PAGE 423 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS
 13. AGREEMENT BETWEEN PSNH AND SAUNDY OIL COMPANY, INC. DATED NOVEMBER 24, 1928 AND RECORDED IN VOLUME 1831, PAGE 478 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS
 14. OUTFALL SEWER AGREEMENT TO THE USA DATED DECEMBER 7, 1953 AND RECORDED IN VOLUME 1303, PAGE 221 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS
 17. GAS PIPELINE EASEMENT TO CONSTATE STATE GAS TRANSMISSION CO. DATED OCTOBER 21, 1937 AND RECORDED IN VOLUME 1454, PAGE 72 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS
 18. EASEMENT TO NORTHBOROUGH UTILITIES, INC. DATED DECEMBER 8, 1922 AND RECORDED IN VOLUME 2180 PAGE 308 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS, NOTE EASEMENT OF EXHIBIT 3 EVIDENCED, GENERAL LOCATION SHOWN.
 21. PRESCRIPTIONS EASEMENT GRANTED BY BOSTON AND MAINE CORPORATION TO PSNH DATED JULY 31, 1939 AND RECORDED IN VOLUME 2084, PAGE 550 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS
 22. AGREEMENT BETWEEN PSNH, NORTH-EAST UTILITY SERVICE COMPANY, ET AL. DATED FEBRUARY 27, 1938 AND RECORDED IN VOLUME 2284, PAGE 1159 OF THE ROCKINGHAM COUNTY REGISTER OF DEEDS, NOTE NOT ADDRESSED - GENERAL LOCATION, 40 PARCELS FOR DESCRIPTION



CERTIFICATION:
 "I CERTIFY I HAD THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN WERE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN (RSA 676:18 III & 672:14)"
 DATE: 12/22/17



INDEX OF EXISTING EASEMENTS "RECOVERED" (CONTINUED)

31. BOSTON AND MAINE RAILROAD PIPE AGREEMENT BY AND BETWEEN B&M AND PSNH DATED MAY 19, 1949 (FOA-104). NOTE: NOT ADDRESSED BY THIS SURVEY
32. BOSTON AND MAINE RAILROAD PIPE AGREEMENT BY AND BETWEEN BOSTON AND MAINE RAILROAD AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 5/19/1949 (FOA-102). NOTE: NOT ADDRESSED BY THIS SURVEY
33. BOSTON AND MAINE RAILROAD POLE AND WIRE AGREEMENT BY AND BETWEEN BOSTON AND MAINE RAILROAD AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 5/19/1949 (FOA-102). NOTE: NOT ADDRESSED BY THIS SURVEY
34. SPOUTCH AGREEMENT BY AND BETWEEN BOSTON AND MAINE RAILROAD, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE AND C.H. SPRAGUE & SON COMPANY DATED 5/22/1950 (FOA-103). NOTE: NOT ADDRESSED BY THIS SURVEY
35. SPOUTCH AGREEMENT BY AND BETWEEN C.H. SPRAGUE & SON COMPANY AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 5/22/1950 (FOA-104). NOTE: NOT ADDRESSED BY THIS SURVEY
36. AGREEMENT REGARDING TWO CONDUITS BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 4/11/1958 (FOA-103). NOTE: NOT ADDRESSED BY THIS SURVEY
37. BOSTON AND MAINE RAILROAD PIPE AGREEMENT BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 7/18/1951 (FOA-143). NOTE: NOT ADDRESSED BY THIS SURVEY
38. AGREEMENT TO SPUR IN AND FROM SPURTRACK BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 4/11/1958 (FOA-103). NOTE: NOT ADDRESSED BY THIS SURVEY
39. PIPE AGREEMENT BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 3/7/1973 (FOA-82). NOTE: NOT ADDRESSED BY THIS SURVEY
40. POLE AND WIRE AGREEMENT BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 8/15/1984 (FOA-420). NOTE: NOT ADDRESSED BY THIS SURVEY
41. POLE AND WIRE AGREEMENT BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 8/15/1984 (FOA-420). NOTE: NOT ADDRESSED BY THIS SURVEY
42. POLE AND WIRE AGREEMENT BETWEEN BOSTON AND MAINE AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED 8/15/1984 (FOA-420). NOTE: NOT ADDRESSED BY THIS SURVEY
43. POWER TRANSMISSION LINE EASEMENT IN FAVOR OF NEW HAMPSHIRE GAS AND ELECTRIC COMPANY (RECORDED IN THE FINAL JUDGMENT DATED APRIL 27, 1945 ISSUED BY THE DATED STATED DISTRICT COURT FOR THE DISTRICT OF NEW HAMPSHIRE (ENTITLED "CERTAIN PARCELS OF LAND IN THE CITY OF PORTSMOUTH COUNTY OF ROCKINGHAM STATE OF NEW HAMPSHIRE AND ANNE E. THORNDY, ET AL. CIVIL ACTION NO. 1227, RECORDED AT BOOK 1004, PAGE 441. (SEE ITEM 37))
44. CABLE TELEVISION MULTI-LINE AGREEMENT BETWEEN CONVENTIONAL CABLEVISION OF NEW ENGLAND, INC. AND PORTSMOUTH COASTAL DEVELOPMENT PARTNERS DATED AUGUST 28, 1988 RECORDED AT BOOK 2762, PAGE 356E MORE GENERAL LOCATION FOR PROPERTY FOR OWN USE.
50. EASEMENT TO PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE A NEW OVERHEAD TELEPHONE AND TELEPHONE COMPANY (DUNLIN WALK) DATED AUGUST 3, 1988, RECORDED AT BOOK 3334, PAGE 372. NOTE: SEE SHEET 4.
57. BOOK 696, PAGE 485, 487 WIDE TRANSMISSION LINE EASEMENT TO NEW HAMPSHIRE GAS AND ELECTRIC COMPANY PURSUANT TO AN AGREEMENT BETWEEN UNITED STATES OF AMERICA AND THE NEW HAMPSHIRE GAS AND ELECTRIC COMPANY DATED OCTOBER 7, 1942, SHOWN ON PLAN 5-2836C.
58. BOOK 3485, PAGE 485, 487 WIDE TRANSMISSION LINE EASEMENT TO BOSTON GAS AND ELECTRIC COMPANY PURSUANT TO AN AGREEMENT BETWEEN UNITED STATES OF AMERICA AND THE NEW HAMPSHIRE GAS AND ELECTRIC COMPANY DATED OCTOBER 7, 1942, SHOWN ON PLAN 5-2836C.
59. BOOK 4668, PAGE 274, EASEMENT TO VERIZON NEW ENGLAND, INC. AND PUBLIC SERVICE COMPANY AS DESCRIBED IN DEED OF BOSTON, LLC DATED MAY 1, 2006, NOTE: DOCUMENT IDENTIFYING PUBLIC SERVICE COMPANY TO RICKAL WELLS SERVICE HEADQUARTERS TO PORTSMOUTH BOULEVARD
60. BOOK 5314, PAGE 2723, DEED OF BORA, LLC TO PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DATED MAY 2, 2015 WAS CONVEYED SUBJECT TO AND THEREWITH WITH CERTAIN RESERVATIONS, COVENANTS AND AGREEMENTS, NOTE: THE SOUTHWEST 1/4 OF PARCELS R17-27-2000 RECAUSED TO LOT R13/1 IS SUBJECT TO DEVELOPMENT RIGHTS OF R1 6/7-RECAUSED 1/1/2007 AND NO CURD CUTS ALONG ROADWAY FOR CONFORMANCE USE UNTIL 1/1/2015.
61. BOOK 3485, PAGE 471, AGREEMENT REGARDING USE OF ROADWAYS BY AND BETWEEN BORA, LLC, BOSTON ASSOCIATED LIMITED PARTNERSHIP, ANNE E. KATZ AND BLUM J. PHINEAS DATED MARCH 31, 2007, NOTE: OWNER'S PROPERTY BY ALLOWING USE OF ACCESS THROUGH THOSE EASEMENTS PRIVATE.
63. "DEED RESTRICTION" AS CONVEYED AND AGREED UPON BY MORAY, LLC, AN OUTBIDDER, DATED APRIL 24, 2015, RECORDED AT BOOK 5314, PAGE 2721, NOTE: BUREAU MEETING PARCEL 118-18 BY DENYING ACCESS OVER THE PROPERTY, TO AND FROM SHEPHERD DRIVE / COMMERCE WAY OWNER OF LOT R17/2-0300 BENEFITS BY HAVING THE RIGHT TO ENFORCE THIS DEED RESTRICTION.
65. BOOK 5823, PAGE 878 EASEMENT ACCESS FROM EXHIBIT DEED CONVEYED TO THE CITY OF PORTSMOUTH, AFFECTS PARCEL 214/1.

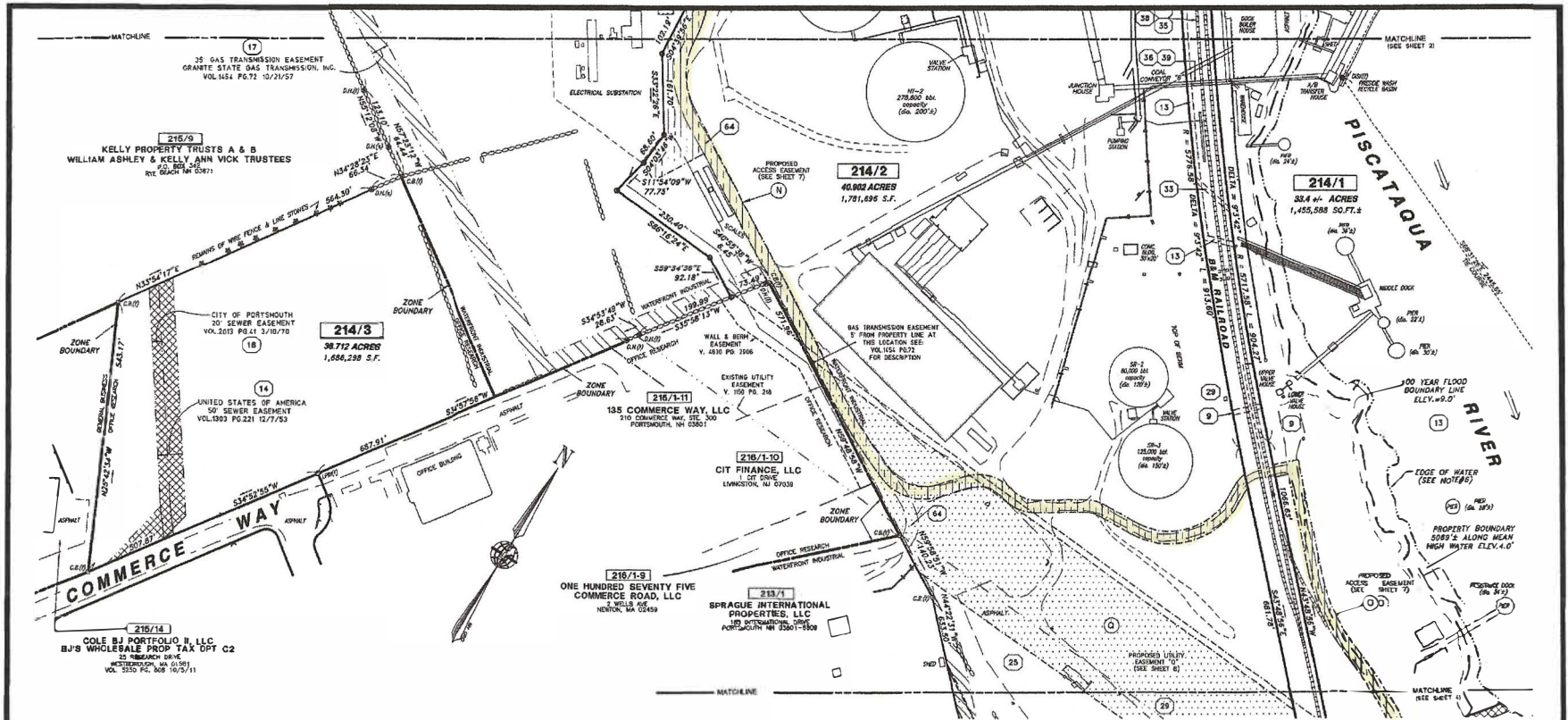
MERIDIAN
 LAND SERVICES, INC.
 ENGINEERING | SURVEYING | PERMITTING
 SOIL & WATER AND MAPPING | SITE DESIGN
 31 OLD NASBATA ROAD, ANDHURST, NH 03051 TEL: 603-471-1441
 MERIDIANLANDSERVICES.COM FAX: 603-471-1384

REV.	DATE	DESCRIPTION	BY	CHK
1	12/22/17	ISSUE FOR RECORDING	CH	CH
2				

D-40580 sheet 1 of 8

2011 DEC 22 PM 3:04

Printed from Internet for on 12/28/2017



REV	DATE	DESCRIPTION	C/D	BY	CHK
1	12/22/17	ISSUE FOR RECORDING	FE	JUL	KCC

LINE SYMBOL AND ABBREVIATION LEGEND:

SUBJECT TAX MAP LOT #	20-9	CONCRETE BOUND	□ C.B.
ADJUTER TAX MAP LOT #	16-18	GRANITE BOUND	□ G.B.
TOWN OR BORNE LINE	---	IRON PIPE OR PIPE	□ I.P.
RIGHT OF WAY LINE	---	SMALL IRON PIPE	□ S.I.P.
EASEMENT LINE	---	FENCE	(F)
EDGE OF RIVER LOCATED ON	---	SET	(S)
WADSWORTH 23, 2000 (A&E) 2000	---	INDICATES PROPOSED EASEMENTS	(A)
NEW HIGH WATER (SEE NOTE#6)	---	INDICATES IDENTIFIED LOCATIONS OF	(1A)
ADJUTER LINE	---	EASEMENTS & ADJUTERMENTS SHOWN	
EDGE PARAPET	---	ON SHEET NO. 1	
(EDGE GRAVEL)	---		
IRREGULAR WALL	---		
RAILROAD TRACKS	---		

CERTIFICATION:
 "I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN (RSA 676:16, 17 & 678:14)."
 DATED: 12/22/17



EASEMENT PLAN
 PREPARED FOR:
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
 d/b/a/ EVERSOURCE ENERGY
SCHILLER STATION
 TAX MAP 24 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

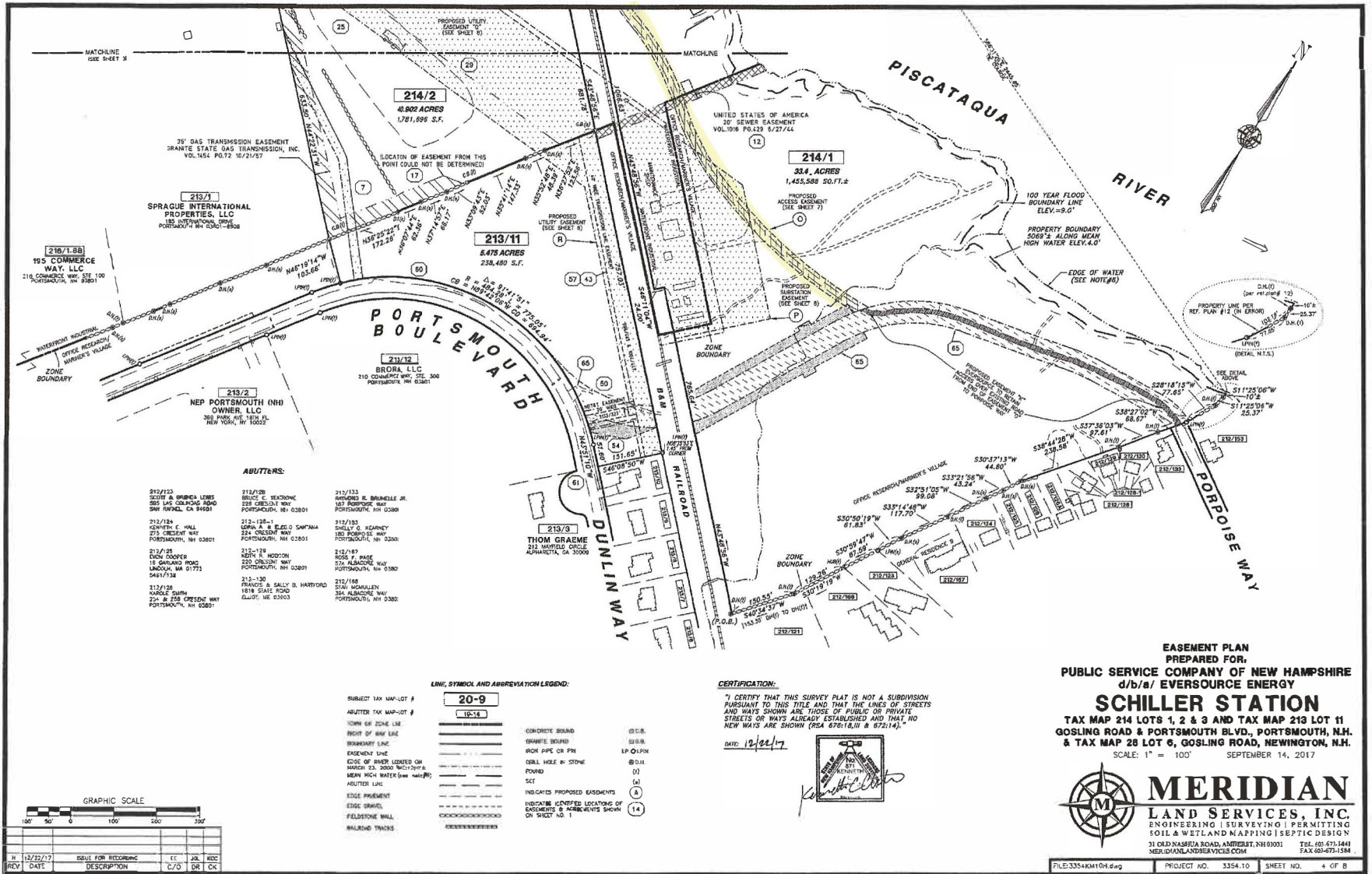
MERIDIAN
 LAND SERVICES, INC.
 ENGINEERING | SURVEYING | PERMITTING
 SOIL & WETLAND MAPPING | SEPTIC DESIGN
 31 OLD NABRITA ROAD, AMHERST, NH 03051 TEL: 603-473-1441
 MERIDIANLANDSERVICES.COM FAX: 603-473-1284

FILE:3354KM10H.dwg PROJECT NO: 3354.10 SHEET NO: 3 OF 8

D-40580 Sheet 3 of 8

Plot Date: 12/22/2017 10:21 AM 81.42
 P:\NEWSPRINT\3354_3354000001.dwg

2011 DEC 22 PM 3:04



D-40580 Sheet 4 of 8

Plotted: 12/28/2017 10:22 AM by: J...
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REV	DATE	DESCRIPTION	C/O	DR	CK
1	12/22/17	ISSUE FOR RECORDING	EE	JAK	KCC

Exhibit 4a



**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 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

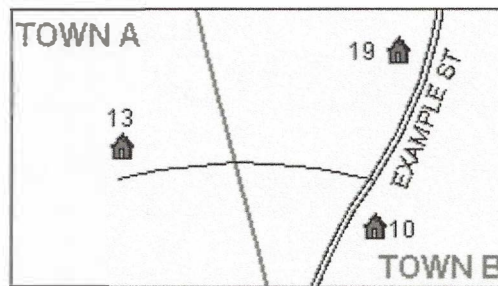
State of New Hampshire
 Division of Emergency Services and Communications
 50 Communications Dr
 Laconia, NH 03246

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



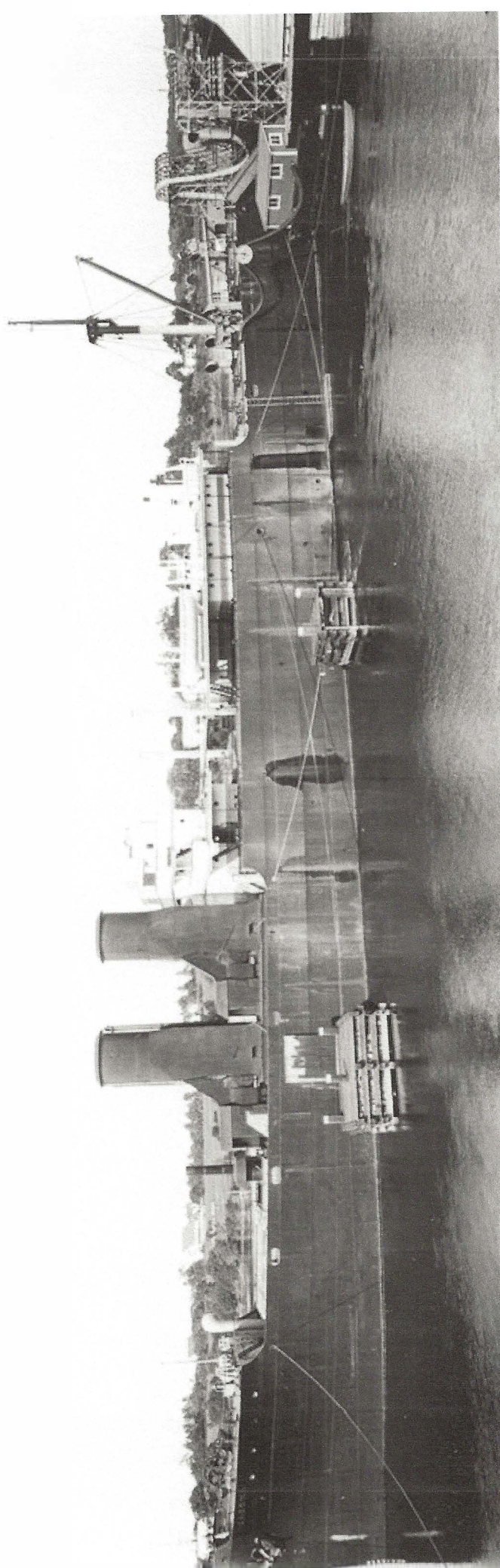
Please note that my email address has changed from KDempsey@E911.NH.gov to Kenny-Lynn.Dempsey@dos.nh.gov. Thank you!

- 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



MASTER PLAN

Deer Street Lots 2-6

Planning Board, Design Review December 15, 2016

PARKING AGREEMENT

The **CITY OF PORTSMOUTH, NEW HAMPSHIRE**, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the "City") and **DEER STREET ASSOCIATES**, a New Hampshire limited partnership with an address of P.O. Box 100, York Harbor Maine 03911 ("DSA") hereby enter into this Parking Agreement ("Agreement") in consideration of the mutual promises and for the purposes stated herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge.

This Agreement is entered into pursuant to a certain Post Closing Obligations Agreement between the aforesaid parties dated September 9, 2016 ("PCOA") and is intended to satisfy the provisions of the PCOA with respect to DSA's contractual right to park on premises described as "City Property" in the PCOA and located in the City of Portsmouth, County of Rockingham, State of New Hampshire, and further described on Exhibit A attached hereto and incorporated herein by reference (the "City Property").

NOW THEREFORE, the parties do hereby agree as follows:

1. DSA shall have and hereby does have the contractual right to access and utilize sixty-eight (68) parking spaces located within any parking garage now or hereafter constructed on the City Property (on a floating basis, see paragraph 4 below), hereinafter referred to as the "Parking Garage Spaces"; provided, however, that seven (7) of the Parking Garage Spaces shall be terminable upon fifty (50) days written notice from the City to DSA (collectively, the "Terminable Spaces"). Once issued and assigned to a Lot Owner (hereinafter defined), termination of any or all of the Terminable Spaces by the City in accordance with the foregoing: (i) shall not affect treatment of said terminated Terminable Space(s) as parking spaces for purposes of zoning requirements and other ordinances of the City, including but not limited to the provisions of Section 10.1113.10 of the Portsmouth, New Hampshire Zoning Ordinances; and (ii) notwithstanding (i), at DSA's option and if or as may be required by City zoning or other ordinances, so long as the Terminable Spaces are terminated for reason other than failure to pay, the City shall provide the Terminable Spaces in accordance with all

the rights and obligations of this Agreement in another public parking facility not located on the City Property.

2. DSA's access to and use of the Parking Garage Spaces shall be under the then current terms, policies, processes and procedures, including parking rates, which may be established by the City from time to time with respect to off-street municipal parking spaces on the City Property (which shall generally be consistent with terms and conditions offered for similar City parking on the City Property); provided, however, that DSA shall be afforded the most favorable long term parking pass rate or its equivalent made available generally to the public for users of up to sixty-eight (68) vehicular parking spaces located at the City Property. Notwithstanding the foregoing, in the event of any direct conflict between said terms, policies, processes and/or procedures adopted by the City and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall control. DSA or a Lot Owner must begin payment for those Parking Garage Spaces assigned to a lot when the lot receives a certificate of occupancy from the City which requires the use of said Parking Garage Spaces, or when issued to DSA or a Lot Owner pursuant to this Agreement, whichever comes first.
3. The rights of DSA under this Agreement shall commence on _____, 2020 and run for so long as the City shall own all or any portion of the City Property which is utilized for public parking of vehicles, but in no event less than thirty (30) years from the date of recording of this Agreement at the Rockingham County Registry of Deeds regardless of ownership and/or use.
4. This Agreement does not provide DSA with any interest in property owned by the City or the right of access to or use of any particular or designated parking spaces. Rather, DSA shall have the right of access to and use of the specified number of floating Parking Garage Spaces located on the City Property (or, if applicable, other property of the City per paragraph 1 of this Agreement with respect to the Terminable Spaces) utilizing a method chosen by the City to assure the continuous availability of the required number of Parking Garage Spaces on a 24/7 basis (subject to maintenance requirements).
5. The City shall maintain the Parking Garage Spaces in good condition and repair, and in accordance with all applicable laws, rules, regulations and ordinances, which shall include keeping the same free and clear of all debris, snow and ice in accordance with normal City policies and practices.
6. This Agreement is to be executed in recordable form and placed on record at the Rockingham County Registry of Deeds, and shall be binding on the heirs and assigns of the parties hereto.

7. DSA may assign its right to access and use all or any portion of the Parking Garage Spaces to any owner of all or any portion of a lot shown on the certain plan entitled "Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1" = 50' " dated July, 2015 and last revised 5/18/16 recorded in the Rockingham County Registry of Deeds as Plan D-39699 (each, a "Lot Owner"), or to any tenant, employee or occupant of such lots designated by a Lot Owner; provided that pursuant to such assignment the assignee agrees to and assumes the obligations of DSA pursuant to this Agreement with respect to the assigned Parking Garage Spaces for the period thereof. No single Parking Garage Space may be assigned to more than one person, including more than one Lot Owner.
8. The assignee of any Parking Garage Spaces may re-assign all or any portion of the same to DSA, or may assign all or any portion of the same to any other Lot Owner, or to any tenant, employee or occupant of such lots designated by a Lot Owner (collectively, "Permitted Assignees"). DSA and any Permitted Assignee shall have the right to assign its rights pursuant to this Agreement to any lender as security for any obligation of DSA or such Permitted Assignee to said lender. Notwithstanding the forgoing, no assignment of Parking Garage Spaces shall be permitted if such assignment would reduce parking requirements to an amount less than required by the Site Plan Approval for such lot.
9. This Agreement shall not be amended except by written instrument signed by DSA, the City, and each assignee Lot Owner (if any) then having assigned rights in any Parking Garage Spaces, which amendment shall become effective when recorded in the Rockingham County Registry of Deeds.

[signature pages to follow]

DEER STREET ASSOCIATES

Dated: _____

By DSA Rogers LLC,
Its General Partner
By its Manager,
G.L. Rogers and Company, Inc.

Witness

By: Kim S. Rogers
Its: President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Kim S. Rogers, as President of G.L. ROGERS and Company, INC., a New Hampshire corporation and the manager of DSA ROGERS LLC, a New Hampshire limited liability company and the general partner of DEER STREET ASSOCIATES, a New Hampshire limited partnership, on behalf of said corporation, limited liability company and limited partnership.

Justice of the Peace/Notary Public
My commission expires:

Dated: _____

CITY OF PORTSMOUTH

Witness

By: _____
Karen Sawyer Conard, City Manager

Pursuant to the City Council vote
dated August 15, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

On this _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared **Karen Sawyer Conard**, who acknowledged himself to be the **City Manager**, of the City of Portsmouth, a municipal corporation, and that he, as such **City Manager**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as the City Manager.

In witness whereof I hereunto set my hand and official seal.

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit A

City Property Legal Description

A certain tract or parcel of land located in the City of Portsmouth, County of Rockingham and State of New Hampshire, depicted as **Lot 1** on certain plan entitled "Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1" = 50' " dated July, 2015 and last revised 5/18/16 recorded in the Rockingham County Registry of Deeds as Plan D-39699, said tract being more particularly bounded and described as follows:

Beginning at an iron rod set at the north west corner of the parcel; thence running along land of the Boston and Maine Railroad N 43°06'02"E a distance of 343.96 feet to a point at a RR Spk set; thence turning and running along land of the Grantor S 46°53'58"E a distance of 93.44 feet to a point at a RR Spk set; thence turning and running along land of the Grantor N 43°06'02"E a distance of 22.52 feet to a point at a RR Spk set; thence turning and running along land of the Grantor S 46°53'58"E a distance of 38.87 feet to a point at an IR set; thence turning and running along land of the Grantor N 43°06'02"E a distance of 49.82 feet to a point at a RR Spk set; thence running along land of the Grantor on a curve turning to the right with an arc length of 56.30', a radius of 155.00', a chord bearing of N 53°24'20"E, a chord length of 55.99', and a delta angle of 20°48'45" to a point at a RR Spk set; thence turning and running along land of the Grantor N 63°48'43"E a distance of 28.42 feet to a point at a RR Spk set; thence turning and running along land of the Grantor N 45°20'34"E a distance of 64.73 feet to a point at a RR Spk set; thence turning and running along land of the Grantor N 28°12'12"E a distance of 10.82 feet to a point at an IR set on the westerly sideline of Bridge Street; thence turning and running along the westerly sideline of Bridge Street S 55°38'43"E a distance of 58.09 feet to land of Gray to an IR Fnd; thence turning and running along land of Gray S 53°35'47"W a distance of 81.12 feet to a point; thence turning and running along land of Gray S 66°38'33"W a distance of 116.65 feet to a point at an IR Fnd; thence turning and running along land of Gray S 40°13'28"E a distance of 20.31 feet to a point at an IR set; thence turning and running along land of the Grantor S 44°38'09"W a distance of 167.36 feet to a stone bound; thence turning and running S 47°00'33"W a distance of 38.74 feet to a point at a DH Fnd; thence turning and running N 42°48'33"W a distance of 54.65 feet to a point at an IR Fnd; thence turning and running S 46°46'01"W a distance of 184.94 feet to an iron rod; thence turning and running N 43°03'00"W a distance of 46.10 feet to a point at an IR Fnd; thence turning and running S 46°48'04"W a distance of 10.00 feet to a point at an IR set; thence turning and running N 46°09'30"W a distance of 48.26 feet to the point of beginning, having an area 54,017 square feet, more or less.

Except and excluding a certain tract or parcel of land located in the City of Portsmouth, County of Rockingham, State of New Hampshire, and more particularly bounded and described as follows:

Beginning at an iron rod found at the south east corner of the parcel; thence running along land of John W. Gray Revocable Trust & Bradford A. Gray Revocable Trust S 53°35'47" W a distance of 81.12 feet to a point; thence turning and continuing along land of John W. Gray Revocable Trust & Bradford A. Gray Revocable Trust S 66°38'33" W a distance of 73.30 feet to a point; thence turning and running over land of John W. Gray Revocable Trust & Bradford A. Gray Revocable Trust S 39°12'52" W a distance of 42.20 feet to an iron rod set; thence turning and running along land of Deer Street Associates S 44°38'09" W a distance of 167.36 feet to a stone bound found; thence turning and running along land of the Kearsarge Mill Condominium

Association S 47°00'33" W a distance of 38.74 feet to a drill hole found; thence turning and running along land of the City of Portsmouth N 42°48'33" W a distance of 35.00 feet to a point; thence turning and running through land of Deer Street Associates N 45°02'22" E a distance of 177.16 feet to an iron rod set; thence turning and running along other land of Deer Street Associates N 43°06'02" E a distance of 48.48 feet to a railroad spike set; thence continuing on the same line and other land of Deer Street Associates N 43°06'02" E a distance of 1.34 feet to a point; thence turning and continuing along land of Deer Street Associates with a curve turning to the right with an arc length of 56.30 feet, with a radius of 155.00 feet, said curve having a chord bearing of N 53°24'20" E, with a chord length of 55.99 feet to a railroad spike set; thence turning and continuing along land of Deer Street Associates N 63°48'43" E a distance of 28.42 feet to a railroad spike set; thence turning and continuing along land of Deer Street Associates N 45°20'34" E a distance of 64.73 feet to a railroad spike set; thence turning and continuing along land of Deer Street Associates N 28°12'12" E a distance of 10.82 feet to an iron rod set; thence turning and running along Bridge Street S 55°38'43" E a distance of 58.09 feet to the point of beginning, having an area of 14,956 square feet, more or less.



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

July 29, 2020

The Honorable Rick Becksted
Mayor, City of Portsmouth
City of Portsmouth
City Hall
1 Junkins Avenue
Portsmouth, New Hampshire 03801

Community: City of Portsmouth,
Rockingham County,
New Hampshire
Community No.: 330139
Map Panels Affected: See FIRM Index

Dear Mayor Becksted:

On August 19, 2014, you were notified of proposed modified flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Rockingham County, New Hampshire (All Jurisdictions). The statutory 90-day appeal period that was initiated on September 2, 2014, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of the proposed flood hazard determinations for your community in the *Portsmouth Herald* and *Foster's Daily Democrat*, has elapsed.

FEMA received no valid requests for changes in the proposed flood hazard determinations. Therefore, the determination of the Agency as to the flood hazard information for your community is considered final. FEMA will publish a notice of final flood hazard determinations in the *Federal Register* as soon as possible. The modified flood hazard information and revised map panels for your community will be effective as of January 29, 2021, and will revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals. Final printed copies of the report and maps will be mailed to you before the effective date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to January 29, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(c) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(c) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(c);

2

2. Adopting all the standards of Paragraph 60.3(c) into one new, comprehensive set of regulations;
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(c).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Kerry Bogdan
Chief, Risk Analysis Branch
Federal Emergency Management Agency
99 High Street, 6th Floor
Boston, Massachusetts 02110
(617) 956-7576

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877 FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

3

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Mitigation Division of FEMA in Boston, Massachusetts at (617) 956-7506 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the toll free number shown above. If you have any questions concerning mapping issues in general, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structures*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.floodmaps.fema.gov/ld>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final SOMA

cc: Community Map Repository
Robert Marsilia, Building Inspector, City of Portsmouth
Juliet Walker, Planning Director, City of Portsmouth
Karen S. Conrad, City Manager, City of Portsmouth
Peter Britz, Environmental Planner, City of Portsmouth
Kerry Bogdan, Chief, Risk Analysis Branch, FEMA Region I
Alex Sirotek, Regional Service Center, Compass Region I
Jennifer Gilbert, ANFI, CFM, NFIP State Coordinator, New Hampshire Office of Strategic Initiatives

Juliet T.H. Walker

From: Gilbert, Jennifer <jennifer.r.gilbert@osi.nh.gov>
Sent: Friday, September 25, 2020 8:38 AM
To: Juliet T.H. Walker; Peter L. Britz; Karen Conard
Cc: Robert T. Marsilia
Subject: Portsmouth FEMA Map Adoption and Ordinance Amendments Request
Attachments: Portsmouth Floodplain Ordinance Amendments.docx; Portsmouth Subdivision and Site Plan Review Regulations.docx

Dear City of Portsmouth Officials,

I am following up on our past emails regarding the new Rockingham County FEMA Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) that will become **effective on January 29, 2021**. The new FIRMs and FIS are available now through FEMA's Map Service Center (msc.fema.gov) under the Pending Products section. FEMA will also be sending you a hard copy set closer to the effective date.

It is very important for your municipality to review, understand, and implement the below required tasks to remain in good standing in FEMA's National Flood Insurance Program (NFIP). As the NFIP Coordinating Office for New Hampshire, the Floodplain Management Program staff at the NH Office of Strategic Initiatives (NHOSI) is available to assist your municipality and answer questions regarding this process and the new FIRMS and FIS.

As part of the FEMA's mapping process, all NFIP communities must have compliant floodplain regulations and must adopt the new FIRMs and FIS prior to them becoming effective. I have detailed below what your municipality must do to have compliant regulations and what must be done to adopt the new FIRMs and FIS **no later than two weeks before January 29, 2021**. Once NHOSI staff receives the municipality's required documentation, we will review and submit it to FEMA for their review and approval.

City Council Amendments including Map Adoption Needed to Floodplain Ordinance

I have attached the amendments that are requested to be made to the floodplain regulations in the municipality's zoning ordinance, which includes adoption of the new FIRMs and FIS. These amendments must be completed and submitted **no later than two weeks before January 29, 2021**.

- Following adoption, please submit as soon as possible a certified copy of the amended floodplain ordinance to my attention.

Planning Board Amendments to Subdivision and Site Plan Review Regulations

- I have attached the amendments that are being requested for the Planning Board to adopt in the municipality's site plan review regulations to be compliant and suggested changes to the subdivision regulations.
- Please adopt and revise these regulations and send a certified copy of the applicable sections of these regulations to my attention **no later than two weeks before January 29, 2021**.

Please let me know by email (jennifer.gilbert@osi.nh.gov) or phone (603-271-1762) if you have any questions or need any assistance. I will be checking in periodically to check on your community's progress in meeting these deadlines.

Upcoming Webinar Series

- As a reminder, NHOSI will be holding the first webinar of a four-part series for community officials **next Tuesday, September 29, 2020 from 10 to 11:30 am** called *Flood Maps are Changing: What That Means for your Community*. Your community was contacted by Samara Ebinger of my office via email on September 9th with details about the series.

- During the first webinar, we will be discussing the map adoption process I outline above, and other topics related to the changing maps.

CM Action Item #5

Sincerely,

Jennifer

Jennifer Gilbert

Senior Planner | Floodplain Management Program Coordinator
New Hampshire Office of Strategic Initiatives (OSI) – Division of Planning
107 Pleasant Street, Johnson Hall, 3rd Floor, Concord, NH 03301
Main - 603-271-2155 | Direct - 603-271-1762 | jennifer.gilbert@osi.nh.gov
www.nh.gov/osi/planning/

Amendments needed to Portsmouth’s Floodplain Management Regulations

10.613 Overlay District Locations

10.613.10 The **Flood Plain District** (FP) consists of:

(a) all lands designated as **special flood hazard areas** by the Federal Emergency Management Agency (FEMA) in its “**Flood Insurance Study** for the County of Rockingham County, NH” dated **January 29, 2021** **May 17, 2005** or as amended, together with associated **Flood Insurance Rate Maps** (FIRM) dated **January 29, 2021** **May 17, 2005** or as amended, which are declared to be part of this Ordinance and are hereby incorporated by reference; and

10.622.20 Terms Defined for the Flood Plain District

New construction

~~A structure for which the start of construction commenced on or after the January 1, 2020 and includes any subsequent improvements to such structure.~~

A structure for which the **start of construction** commenced on or after the effective date of this **flood plain** management regulation and includes any subsequent improvements to such **structure**. Improvements and repairs of these **structures**, regardless of the nature or value of the work, must not be allowed to alter any aspect that was originally required for compliance with the floodplain management requirements.

Commented [GJ1]: The first sentence of this definition is what is required to be included in the ordinance. The second sentence adds additional clarity to the subsequent improvements reference. Please let me know if this second sentence helps address the City’s original concerns.

10.628 Construction Standards in Special Flood Hazard Areas and Extended Flood Hazard Areas

10.628.10 In Zones A and AE, any **new construction** or **substantial improvement** shall **be reasonably safe from flooding and:**

(a) be designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the **structure** resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

**FLOODPLAIN NOTICE
PORTSMOUTH PLANNING DEPARTMENT
PORTSMOUTH, NEW HAMPSHIRE**

FLOODPLAIN PROPERTY OWNER:

«Owner_Name»
«Owner_Name_2»
«Owner_Address»
«City», «State» «Zip»

NOTICE IS HEREBY GIVEN that the Planning Board and City Council will be holding public hearings on zoning amendments related to the adoption of the updated Federal Emergency Management Agency (FEMA) flood maps, which become effective on January 29, 2021. As the owner of property that is either entirely or partially within the City’s Floodplain District, you are hereby notified that these amendments will apply to properties located in the Floodplain District and are required by FEMA to keep the City in compliance with the National Flood Insurance Program. This program requires that the City maintain an up-to-date floodplain ordinance to ensure that federal flood insurance policy holders are covered in the event of a flood.

The **Planning Board public hearing** on the Zoning Amendments is scheduled for **November 19, 2020**, starting at **7:00pm** via Zoom Conference Call. The City Council public hearing is tentatively scheduled for December 7, 2020, but will be confirmed in November. Due to the current state of emergency related to COVID-19, the public hearings will be available via the Zoom platform. Provisions will be available for members of the public to participate in the meeting by telephone and/or video conference. You are required to register to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Registration information will be provided on the meeting agenda when it is posted to the meeting web page <https://www.cityofportsmouth.com/planportsmouth/events/planning-board-meeting-37>. For technical assistance, please contact the Planning Department by email (planning@cityofportsmouth.com) or phone (603) 610-7216.

The proposed Zoning Ordinance amendments required by FEMA are summarized below. The City’s entire Zoning Ordinance can be viewed online at www.cityofportsmouth.com/planportsmouth/land-use-and-zoning-regulations#zoning. Refer to Section 10.620 Floodplain District.

- A. In Section 10.613.10 (a), update the study and map reference dates by deleting May 17, 2005 and adding January 29, 2021.
- B. In Section 10.622.20 – “Terms Defined for the Flood Plain District”, delete the current definition of New Construction and update as follows:

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure.

- C. In Section 10.628 – Construction Standards in Special Flood Hazard Areas amend paragraph 10.628.10 as follows by adding the text shown in italics below:

10.628.10 In Zones A and AE, any new construction or substantial improvement *shall be reasonably safe from flooding...*

Additional information related to the FEMA flood maps.

The FEMA flood maps are updated periodically to show a more accurate picture of flood risk. The maps, based on new flood hazard analyses and better topographic data, are important tools that can help protect lives and properties in our community.

If you are receiving this notice, your property *may* be located in a high-risk flood zone (i.e., a flood zone that starts with the letter “A”) on the new maps. We recommend that you review the pending maps to confirm if any insurable building(s) for your property are located in one of these zones using the NH Flood Hazards Viewer (<http://bit.ly/368IBfJ>).

If you have a Federally-backed mortgage or loan and your home or business (or other insurable building) is within the high-risk flood zone, then by Federal law, your lender must require you to carry flood insurance when the new maps become effective. Your lender will officially make the determination of your property’s flood insurance requirement.

There may be cost-saving options available for insurance, some of which may need to be in place before the maps become effective. We highly encourage you to contact your insurance agent at your earliest convenience to learn about your flood insurance options. Be advised that most standard homeowner’s insurance policies do not include coverage for damage due to flooding.

Even if you do not have a mortgage, or if you are a renter, the purchase of flood insurance is still highly recommended. Keep in mind that just 1 inch of floodwater in a home can cause as much as \$25,000 in damage. Visit www.floodsmart.gov to learn more.

If a Letter of Map Amendment (LOMA) was previously issued for your property that removed it from a high-risk flood zone, it may or may not be valid after January 29, 2021. FEMA has re-evaluated each LOMA in the area to determine if it will remain in effect. Property owners with LOMAs are highly encouraged to read FEMA’s fact sheet about this process (<https://rb.gy/v56bl0>) for other important information. Additional information about the Portsmouth map amendments is also available on the City’s web page -- <https://www.cityofportsmouth.com/planportsmouth/floodplain-regulations>.

For general questions about FEMA flood maps, flood insurance, and LOMA revalidation, please contact the FEMA Mapping and Insurance eXchange helpline at 1-877-336-2627 or by e-mail at FEMAMapSpecialist@riskmapcds.com. For questions about flood insurance and specific options available for your property, please contact your local insurance agent.

CITY OF PORTSMOUTH, NEW HAMPSHIRE

ZONING ORDINANCE



Adopted by Portsmouth City Council: December 21, 2009
Effective Date: January 1, 2010

As Amended Through: December 16, 2019

Draft November 2020

Article 6 Overlay Districts

▪
▪
▪

10.613 Overlay District Locations

10.613.10 The **Floodplain District** (FP) consists of:

- (a) all lands designated as special flood hazard areas by the Federal Emergency Management Agency (FEMA) in its “Flood Insurance Study for the County of Rockingham County, NH” dated ~~May 17, 2005~~January 29, 2021 or as amended, together with associated Flood Insurance Rate Maps (FIRM) dated ~~May 17, 2005~~January 29, 2021 or as amended, which are declared to be part of this Ordinance and are hereby incorporated by reference; and

▪
▪
▪

10.622 Definitions

10.622.20 Terms Defined for the Floodplain District

▪
▪
▪

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure.~~A structure for which the start of construction commenced on or after the January 1, 2020 and includes any subsequent improvements to such structure.~~

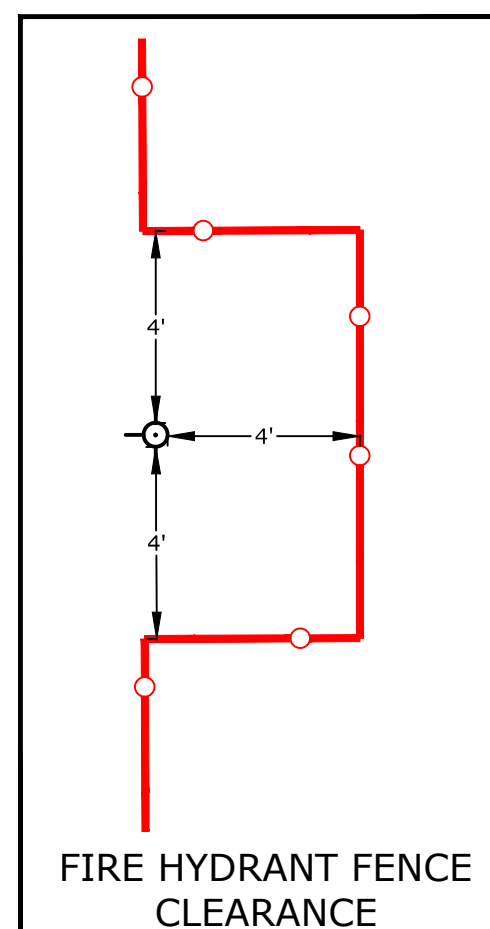
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10.628 Construction Standards in Special Flood Hazard Areas and Extended Flood Hazard Areas

10.628.10 In Zones A and AE, any new construction or substantial improvement shall be reasonably safe from flooding and:

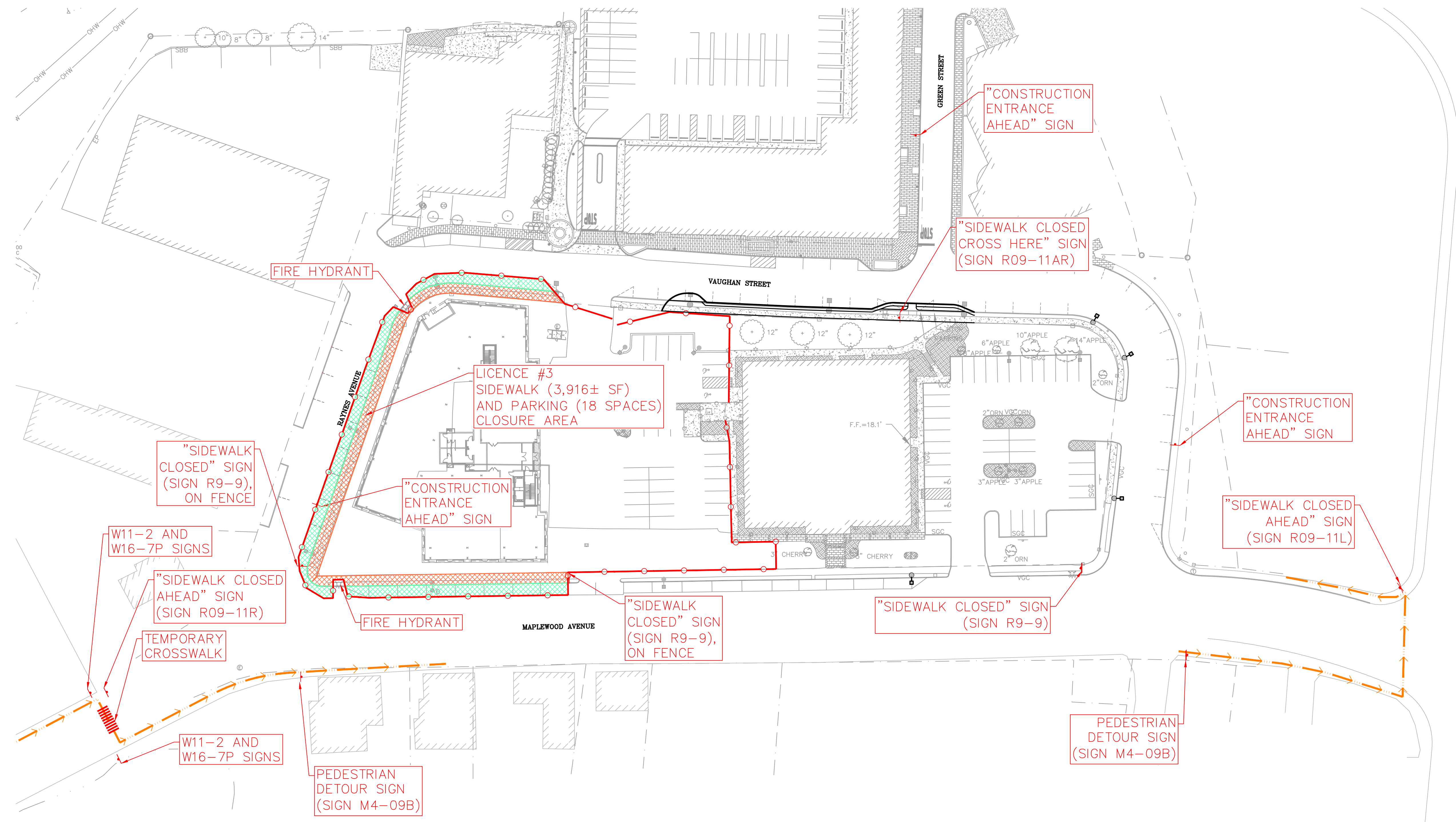
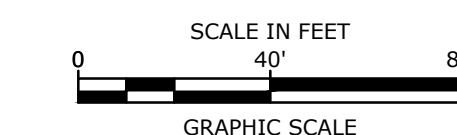
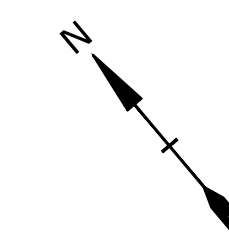
|

- NOTES:**
- COORDINATE ALL WORK WITHIN THE CITY RIGHT OF WAY WITH THE CITY OF PORTSMOUTH DPW & POLICE DEPARTMENT.
 - SIGNAGE SHALL BE PLACED IN SUCH A MANNER TO NOT BLOCK ABUTTERS' DRIVE-WAYS.
 - CONTRACTOR TO VERIFY THAT A MINIMUM LANE WIDTH OF 11' CAN BE MAINTAINED AT ALL TIMES FOR VEHICLE TRAFFIC THROUGHOUT CONSTRUCTION. IF 11' LANE WITH CANNOT BE MAINTAINED CONTRACTOR SHALL COORDINATE WITH THE CITY OF PORTSMOUTH DPW FOR ALTERNATE ROUTES.
 - PARKING SPACE CLOSURES SHALL BE COORDINATED WITH THE CITY OF PORTSMOUTH DPW.



LEGEND

- TEMPORARY SIGNAGE
- LIMIT OF WORK AREA
- TEMPORARY TRAFFIC CONTROL DEVICES
- PEDESTRIAN DETOUR ROUTE
- CONSTRUCTION FENCE
- LICENCE AREA #3
 - SIDEWALK AREA = 3,916 SF
 - 7 PARKING SPACES ON MAPLEWOOD
 - 8 PARKING SPACES ON RAYNES
 - 3 PARKING SPACES ON VAUGHAN



Proposed Office Building

RW Norfolk Holdings, LLC

Portsmouth, New Hampshire

MARK	DATE	DESCRIPTION
J	11/6/2020	Revised Licence Plan #3
I	8/31/2020	Revised Encumbrance Plan
H	8/5/2020	Revised Encumbrance Plan
G	7/13/2020	Revised Encumbrance Plan
F	6/29/2020	Revised Encumbrance Plan
E	5/25/2020	Revised Licence Plan #2
D	8/23/2019	Revised CMMP
C	8/16/2019	Revised CMMP
B	7/29/2019	Revised CMMP
A	6/19/2019	CMMP

PROJECT NO:	K-0076-019
DATE:	06/19/2019
FILE:	K-0076-019_C-SITE-CMMP.dwg
DRAWN BY:	NAH
CHECKED:	PMC
APPROVED:	BLM

SIDEWALK CLOSURE AND PARKING CLOSURE LICENCE PLAN #3

SCALE: AS SHOWN

LICENCE #3

Last Save Date: October 16, 2020 3:18 PM By: MAHANSEN
 Plot Date: Friday, November 06, 2020 Plotted By: Neil A. Hansen
 P&E File Location: J:\K0076 The Kane Company - General Proposals\0076-019 Maplewood\Drawings_Figures\AutoCAD\VerK-0076-019_C-SITE-CMMP.dwg Layout Tab: LICENCE #3

LICENSE AGREEMENT
111 MAPLEWOOD AVE., 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 111 Maplewood Ave., LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 210 Commerce Way, Suite 300, Portsmouth, NH 03801 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 145 Maplewood Avenue (formerly known as 111 Maplewood Avenue), shown on the City of Portsmouth's Assessor's Map as Tax Map 124, Lot 008 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 6026 Page 2219.

The City authorizes Licensee to temporarily use nineteen (18) parking spaces which abut the Subject Property, eight (7) parking spaces are located on Maplewood Avenue, eight (8) parking spaces are located on Raynes Avenue and three (3) parking spaces are located on Vaughan Street as depicted and described in the attached Encumbrance Plan as Exhibit A. These areas are the License Area.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a 4 story office building.
3. **Term:** The license for the License Area on Maplewood Avenue shall be for 42 days beginning November 12, 2020 and ending on December 23, 2020. The license for the License Area on Raynes Avenue shall be for 52 days beginning on November 2, 2020 and ending on December 23, 2020 and the license for the License Area on Vaughan Street shall be for 52 days beginning on November 2, 2020 and ending on December 23, 2020. 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 as determined by the fee schedule of \$35 per parking space per day.

The License fee for the 7 parking spaces along Maplewood Avenue is \$35 per day per space for the 42 day term of the license equals a total license fee of \$10,290.

The License fee for the 8 parking spaces along Raynes Avenue is \$35 per day per space for the 52 day term of the license equals a total license fee of \$14,560.

The License fee for the 3 parking spaces along Vaughan Street is \$35 per day per space for the 52 day term of the license equals a total license fee of \$5,460.

The License Fee for all 18 parking spaces equals a total License Fee of **\$30,310.**

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 and the City shall 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 _____

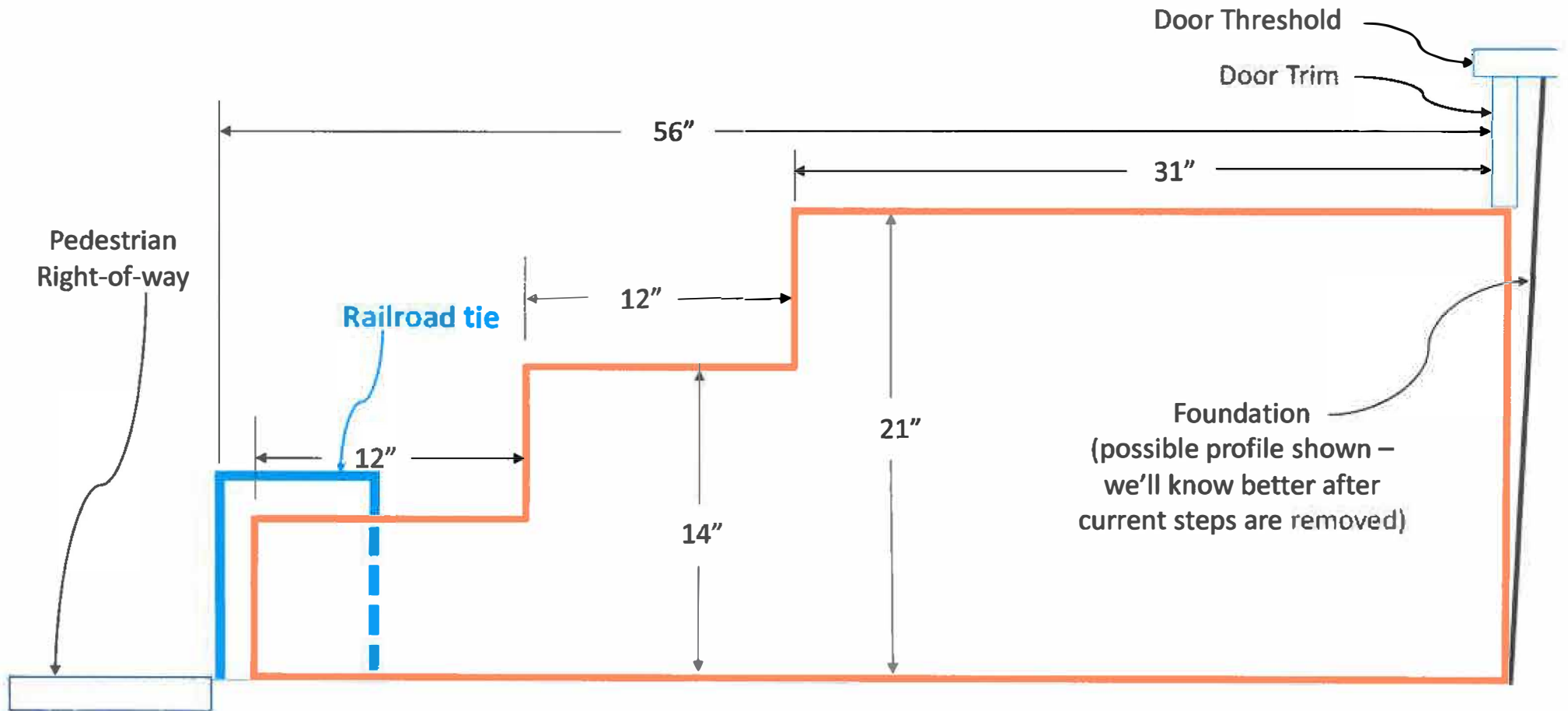
Dated this _____ day of _____, 2020.

111 Maplewood Ave., LLC

By: _____

The top landing will be 31" deep as measured from the door trim.

The landing may also extend under the trim, toward the foundation, as space allows (the space is ~1" to 1.5" at the top, but we won't know exactly how much we can extend under the trim until the current steps are removed and we assess how vertical the foundation wall is).



REVOCABLE LICENSE

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereby grants this Revocable License to 3A Trust, Guy D. Spiers and Elizabeth R. Spiers, Trustees, (hereinafter "Landowner") owner of property at 241 South Street, Portsmouth, New Hampshire, identified on the City's Tax Map at Map 111, Lot 036 (hereinafter "Property") pursuant to the following terms and conditions:

WHEREAS, the Landowner's steps lie outside the Property's boundaries and within the South Street right-of-way; and

WHEREAS, the Landowner seeks to replace their front granite steps (hereinafter "Improvements") and will construct these Improvements consistent with the Plan attached as Exhibit A. *The steps shall not protrude beyond the existing railroad ties in the City's right of way as shown in Exhibit A.* The Improvements shall be in compliance with the Historic District Commission's approval of Landowner's application LU-20-185 on October 15, 2020.

NOW THEREFORE, the parties agree as follows:

1. The City hereby authorizes and licenses Landowner to construct and maintain the Improvements within the City's right-of-way.
2. Landowner shall be responsible for all costs related to the Improvements, including construction, maintenance and insurance.
3. Landowner, their successors and assigns, jointly and severally agree to indemnify and hold harmless the City of Portsmouth and its agents and employees from any and all liability for any and all property damage or loss, bodily injury or personal injury which arise as a result of the construction, maintenance, operation, ownership and use of the

Improvements. This obligation survives termination or revocation of this agreement.

4. There is no fee or charge associated with this Revocable License.
5. This Revocable License shall continue until it is revoked by the City in its sole discretion through the City Manager, at any time, without cause.
6. This Revocable License is assignable to Landowner's successor and assigns upon written notice to the City. Notice shall be directed to the City Manager with a copy to the City Attorney.
7. Upon termination of this Revocable License, whether by revocation or otherwise, Landowner shall remove the Improvements at its sole cost if requested by the City on demand. In the event Landowner fails to remove the Improvements, the City shall have the right to enter Landowner's property and remove the Improvements.

Dated this ____ day of _____, 2020.

City of Portsmouth

By: _____

Karen Conard, City Manager

Pursuant to vote of the City Council

dated _____.

Landowner, 3A Trust

By: _____

Guy D. Spiers, Trustee

By: _____

Elizabeth R. Spiers, Trustee

**THE CITY OF PORTSMOUTH
TWO THOUSAND TWENTY
PORTSMOUTH, NH**

RESOLUTION # XX - 2020

A RESOLUTION AUTHORIZING A BOND ISSUE, AND/OR NOTES OF UP TO FOUR HUNDRED THOUSAND (\$400,000) DOLLARS FOR COSTS RELATED TO THE UPGRADE OF THE POLICE FACILITY.

BE IT RESOLVED:

THAT the sum of **Four Hundred Thousand (\$400,000) Dollars** be and is hereby appropriated for costs related to the upgrade of the police facility.

THAT in order to meet said appropriation the City Treasurer, with approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Four Hundred Thousand (\$400,000) Dollars** through the issue of bonds and/or notes of the City under the Municipal Finance Act.

THAT the expected useful life of the police facility upgrades is determined to be at least 20 years.

THAT this resolution shall take effect upon its passage.

APPROVED BY:

RICK BECKSTED, MAYOR

ADOPTED BY CITY COUNCIL

KELLI BARNABY, CMC/CNHMC

CITY CLERK

BI-21-PD-10: POLICE FACILITY DEFICIENCIES & REPAIR PROJECT

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

Description: A 2014 space needs study of the police facility identified deficiencies in space allocated to the police department as well as deficiencies in function. In addition, a 2018 public presentation provided insight into some of the unique needs and requirements of a police facility. Although a funding request for a new facility has been included in the CIP plan since the space needs study was completed, citywide costs have to be prioritized. A new police facility is still on the list. Over the years, the current facility has fallen into disrepair, and the space needed for staff and police functions, is overcrowded, insufficient, and inefficient. Major overhauls of multiple areas are needed, including, but not limited to: security, ADA compliance, IT infrastructure and control room, evidence processing and submittal areas, restructure and renovation of Detectives, restructure and renovation of all locker rooms, temperature and humidity control in specified areas, parking, equipment storage, archive space upgrades, additional garage/vehicle evidence bays, upgrades to walls, lighting and flooring-to include asbestos abatement and paint, electrical, plumbing, and HVAC upgrades. Although facility, space and operational efficiencies will still be a major issue after this project, as defined in the space needs study, this project addresses immediate facility deficiencies until a new police facility is approved.

Evaluation Criteria	Satisfy
Identified in Planning Document or Study	
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	Y
Addresses Public Health or Safety Need	Y
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	Y
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Useful Website Links:

- [Portsmouth Police Department Homepage](#)

		FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000	\$0	\$2,400,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000	\$0	\$2,400,000

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

RESOLUTION # – 2020

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR
NOTES OF UP TO ONE MILLION DOLLARS (\$1,000,000) FOR
COSTS RELATED TO SCHOOL FACILITIES IMPROVEMENTS.**

RESOLVED:

THAT, the sum of up to **One Million Dollars (\$1,000,000)** is appropriated for School Facilities Improvements, including the payment of costs incidental or related thereto.

THAT, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **One Million Dollars (\$1,000,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is determined to be at least twenty (20) years, and;

THAT, this Resolution shall take effect upon its passage.

APPROVED:

RICK BECKSTED, MAYOR

ADOPTED BY CITY COUNCIL

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

BI-07-SC-11: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

Department	School Department
Project Location	District Wide
Project Type	Rehabilitation of Existing Facilities
Commence FY	Ongoing
Priority	O (Ongoing or Programmatic)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Satisfy
Identified in Planning Document or Study	
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	
Addresses Public Health or Safety Need	Y
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	Y
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	



Description: The Portsmouth School Department has maintenance responsibilities for seven (7) buildings and the grounds that accompany them. These appropriations are used for buildings and grounds improvement projects such as paving, roofing, energy efficiency improvements, infrastructure replacement and security improvements.

Useful Website Links:

- [Portsmouth School Department Homepage](#)
- [FY20-25 CIP page](#)

		FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$1,000,000		\$2,500,000	\$1,000,000	\$800,000		\$5,300,000	\$1,000,000	\$6,300,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$1,000,000	\$0	\$2,500,000	\$1,000,000	\$800,000	\$0	\$5,300,000	\$1,000,000	\$6,300,000

BI-07-SC-11: SCHOOL FACILITIES CAPITAL IMPROVEMENTS

<u>Facility/School</u>	<u>Improvement Project</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>Totals</u>
High School	Security Upgrade Match	\$100,000						\$100,000
District Wide	Paving and Playground Work	\$250,000						\$250,000
High School	Roof Replacement	\$200,000						\$200,000
High School	Interior Bleachers Replacement	\$300,000						\$300,000
High School	Recommissioning and Assessment of Mechanical Infrastructure	\$100,000						\$100,000
High School	Mechanical Infrastructure Upgrades				\$500,000			\$500,000
High School	Flooring Replacement	\$50,000						\$50,000
District Wide	Energy Efficiency Upgrades Lighting/Mechanical				\$500,000			\$500,000
R.J. Lister Academy	Life Safety, Security and Mechanical Infrastructure			\$2,500,000				\$2,500,000
High School	Artificial Turf Field Surface Replacement					\$800,000		\$800,000
Total District Wide City Capital Improvement		\$250,000	\$0	\$0	\$500,000	\$800,000	\$0	\$1,550,000
Total High School Capital Improvement		\$750,000	\$0	\$0	\$500,000	\$0	\$0	\$1,250,000
Total R.J. Lister Academy Capital Improvement		\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$2,500,000
TOTAL IMPROVEMENTS		\$1,000,000	\$0	\$2,500,000	\$1,000,000	\$800,000	\$0	\$5,300,000

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

RESOLUTION # – 2020

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR
NOTES OF UP TO THREE MILLION SIX HUNDRED FORTY
THOUSAND DOLLARS (\$3,640,000) FOR COSTS RELATED TO
OUTDOOR POOL UPGRADES AND CITY STREET AND
SIDEWALK UPGRADES.**

RESOLVED:

THAT, the sum of up to **Three Million Six Hundred Forty Thousand Dollars (\$3,640,000)** is appropriated for Outdoor Pool Upgrades and City Street and Sidewalk Upgrades, including the payment of costs incidental or related thereto;

THAT, to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Three Million Six Hundred Forty Thousand Dollars (\$3,640,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

THAT, the expected useful life of the projects is determined to be at least twenty (20) years, and;

THAT, this Resolution shall take effect upon its passage.

APPROVED:

RICK BECKSTED, MAYOR

ADOPTED BY CITY COUNCIL

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

BI-15-PW-24: OUTDOOR POOL UPGRADE

Department	Public Works Department
Project Location	Pierce Island
Project Type	Rehabilitation of a Facility
Commence FY	2019
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Satisfy
Identified in Planning Document or Study:	
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	
Addresses Public Health or Safety Need	Y
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	Y
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Description: An evaluation of the pool and pool filter building was completed as part of the Peirce Island pool house design project. The results of this evaluation identified additional investments were needed to allow the pool to stay open.

Useful Website Links:

- [Public Works Homepage](#)

		FY21 Request updated to \$2,000,000		FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$1,600,000		\$2,500,000				\$4,100,000	\$1,500,000	\$5,600,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
Totals		\$1,600,000	\$0	\$2,500,000	\$0	\$0	\$0	\$4,100,000	\$1,500,000	\$5,600,000

COM-03-PW-100

ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2
Combined: General Fund-Water Fund-Sewer Fund

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

Evaluation Criteria	Satisfy
Identified in Planning Document or Study: Long Term Control Plan Update 2010 ; CSO Supplemental Compliance Plan 2017	Y
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	Y
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	
Provides Incentive to Economic Development	Y
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Useful Website Links:
<ul style="list-style-type: none"> • Public Works Department • Sewer Department



Description: This project funds work related to reconstruction on Islington Street. It will be completed in phases. Phase 1A is from the Route 1 Bypass to Albany Street and was previously funded. Phase 1B is from Albany Street to Dover Street and will be funded in FY21. Phase 2 is from Dover Street to Congress Street and is estimated to cost an additional \$6.9 million in FY24. The total project estimated cost is \$23,740,000.

The project includes water, sewer, drainage and streetscape modifications. Funding for this work will come from the water and sewer enterprise funds and the general fund (property taxes).

Phases 1A and 1B are required by the City’s Supplemental Compliance Plan for sewer separation.

ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2
Combined: General Fund-Water Fund-Sewer Fund

			FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	2%				\$100,000			\$100,000	\$400,000	\$500,000
	GF-Bond/ Lease	31%	\$1,640,000			\$2,200,000			\$3,840,000	\$3,500,000	\$7,340,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	3%				\$100,000			\$100,000	\$500,000	\$600,000
	Bond/Lease	31%	\$1,650,000			\$2,200,000			\$3,850,000	\$3,500,000	\$7,350,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	3%				\$100,000			\$100,000	\$500,000	\$600,000
	Bond/Lease	31%	\$1,650,000			\$2,200,000			\$3,850,000	\$3,500,000	\$7,350,000
	PPP	0%							\$0	\$0	\$0

Total General Fund	33%	\$1,640,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,940,000	\$3,900,000	\$7,840,000
Total Water Fund	33%	\$1,650,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,950,000	\$4,000,000	\$7,950,000
Total Sewer Fund	33%	\$1,650,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,950,000	\$4,000,000	\$7,950,000

Totals		\$4,940,000	\$0	\$0	\$6,900,000	\$0	\$0	\$11,840,000	\$11,900,000	\$23,740,000
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**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # -2020

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000) RELATED TO WATER LINE UPGRADES, NEW GROUND WATER SOURCE, WATER TRANSMISSION MAIN REPLACEMENT AND WATER STORAGE TANKS PAINTING.

RESOLVED:

THAT, the sum of up to **Three Million Six Hundred Thousand Dollars (\$3,600,000)** is appropriated for Water Line Upgrades, New Ground Water Source, Water Transmission Main Replacements, and Water Storage Tanks Painting, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Three Million Six Hundred Thousand Dollars (\$3,600,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

THAT the expected useful life of this project is determined to be at least twenty (20) years, and;

THAT this Resolution shall take effect upon its passage.

APPROVED:

RICK BECKSTED, MAYOR

ADOPTED BY CITY COUNCIL

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

EF-18-WD-90: NEW GROUNDWATER SOURCE

Department	Public Works
Project Location	Citywide
Project Type	Construction or Expansion of a Public Facility, Street or Utility
Commence FY	2018
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)

Evaluation Criteria	Satisfy
Identified in Planning Document or Study – Water System Master Plan 2013	Y
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	Y
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	



Description: This project consists of constructing, permitting and connecting a new groundwater supply well into the Portsmouth water system. This project is important to ensure long-term sustainability of the water supply.

Useful Website Links:

- [Public Works Homepage](#)
- [Water Department](#)
- [FY20-25 CIP page](#)

		FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	88%	\$500,000		\$2,000,000				\$2,500,000	\$0	\$2,500,000
Other	0%							\$0	\$0	\$0
Revenues	12%							\$0	\$350,000	\$350,000
PPP	0%							\$0	\$0	\$0
	Totals	\$500,000	\$0	\$2,000,000	\$0	\$0	\$0	\$2,500,000	\$350,000	\$2,850,000

EF-18-WD-91: WATER TRANSMISSION MAIN REPLACEMENT

Department	Public Works
Project Location	Citywide
Project Type	Rehabilitation of a Facility
Commence FY	2018
Priority	A (needed within 0 to 3 years)
Impact on Operating Budget	Negligible (<\$5,001)



Evaluation Criteria	Satisfy
Identified in Planning Document or Study – Newington Transmission Main Alternative Draft Report 2017	Y
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	Y
Eligible for Matching Funds with Limited Availability	

Description: This project consists of design and construction of water transmission mains beneath Little Bay to replace existing mains, which are over 60 years old. Preliminary investigations of the existing water mains and valves have identified degraded conditions. Due to the importance of this water main, this project is necessary to ensure water is continuously supplied from Madbury to Portsmouth and service is not disrupted. FY21 funds will be used for permitting and design, and FY22 funds will be used for construction.

Useful Website Links:

- [Public Works Homepage](#)
- [Water Department](#)
- [FY20-25 CIP page](#)

		FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	96%	\$600,000	\$5,400,000					\$6,000,000	\$250,000	\$6,250,000
Other	0%							\$0	\$0	\$0
Revenues	4%							\$0	\$250,000	\$250,000
PPP	0%							\$0	\$0	\$0
	Totals	\$600,000	\$5,400,000	\$0	\$0	\$0	\$0	\$6,000,000	\$500,000	\$6,500,000

EF-20-WD-92: WATER STORAGE TANKS PAINTING

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



Evaluation Criteria	Satisfy
Identified in Planning Document or Study	
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	Y
Provides Incentive to Economic Development	
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Description: The City owns and operates 4 water storage tanks. These facilities are inspected routinely for the condition of the interior and exterior finishes. These funds cover the costs to repaint these tanks when needed. FY21 funds will cover the exterior painting of the Newington Booster tank. This work will be significant because the existing paint and primer contain lead. FY23 funds will be used to repaint the exterior of the Spinney Road tank.

Useful Website Links:

- [Public Works Homepage](#)
- [Water Department](#)
- [FY20-25 CIP page](#)

		FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/ State	0%							\$0	\$0	\$0
Bond/ Lease	100%	\$850,000		\$350,000				\$1,200,000	\$0	\$1,200,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	Totals	\$850,000	\$0	\$350,000	\$0	\$0	\$0	\$1,200,000	\$0	\$1,200,000

COM-03-PW-100

ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2
Combined: General Fund-Water Fund-Sewer Fund

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

Evaluation Criteria	Satisfy
Identified in Planning Document or Study: Long Term Control Plan Update 2010 ; CSO Supplemental Compliance Plan 2017	Y
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	Y
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	
Provides Incentive to Economic Development	Y
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Useful Website Links:
<ul style="list-style-type: none"> • Public Works Department • Sewer Department



Description: This project funds work related to reconstruction on Islington Street. It will be completed in phases. Phase 1A is from the Route 1 Bypass to Albany Street and was previously funded. Phase 1B is from Albany Street to Dover Street and will be funded in FY21. Phase 2 is from Dover Street to Congress Street and is estimated to cost an additional \$6.9 million in FY24. The total project estimated cost is \$23,740,000.

The project includes water, sewer, drainage and streetscape modifications. Funding for this work will come from the water and sewer enterprise funds and the general fund (property taxes).

Phases 1A and 1B are required by the City’s Supplemental Compliance Plan for sewer separation.

ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2
Combined: General Fund-Water Fund-Sewer Fund

			FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
	GF-Capital Outlay	2%				\$100,000			\$100,000	\$400,000	\$500,000
	GF-Bond/ Lease	31%	\$1,640,000			\$2,200,000			\$3,840,000	\$3,500,000	\$7,340,000
	Other	0%							\$0	\$0	\$0
	PPP	0%							\$0	\$0	\$0
Water	Revenues	3%				\$100,000			\$100,000	\$500,000	\$600,000
	Bond/Lease	31%	\$1,650,000			\$2,200,000			\$3,850,000	\$3,500,000	\$7,350,000
	PPP	0%							\$0	\$0	\$0
Sewer	Revenues	3%				\$100,000			\$100,000	\$500,000	\$600,000
	Bond/Lease	31%	\$1,650,000			\$2,200,000			\$3,850,000	\$3,500,000	\$7,350,000
	PPP	0%							\$0	\$0	\$0

Total General Fund	33%	\$1,640,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,940,000	\$3,900,000	\$7,840,000
Total Water Fund	33%	\$1,650,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,950,000	\$4,000,000	\$7,950,000
Total Sewer Fund	33%	\$1,650,000	\$0	\$0	\$2,300,000	\$0	\$0	\$3,950,000	\$4,000,000	\$7,950,000

Totals		\$4,940,000	\$0	\$0	\$6,900,000	\$0	\$0	\$11,840,000	\$11,900,000	\$23,740,000
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**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # – 2020

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT AND/OR PARTICIPATION IN THE STATE REVOLVING FUND (SRF) LOAN OF UP TO FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$5,250,000) FOR COSTS RELATED TO SEWER FORCE MAIN IMPROVEMENTS AND SEWERLINE UPGRADES.

RESOLVED:

THAT the sum of up to **Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000)** is appropriated for Sewer Force Main Improvements and Sewerline Upgrades, including the payment of costs incidental or related thereto;

To meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow, on a competitive or negotiated basis, up to **Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act and/or a loan program offered through the State of New Hampshire Department of Environmental Services, identified as the State Revolving Fund Loan.

THAT the expected useful life of the project is determined to be at least twenty (20) years, and;

THAT this Resolution shall take effect upon its passage.

APPROVED:

RICK BECKSTED, MAYOR

ADOPTED BY CITY COUNCIL

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

COM-03-PW-100

ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2 Combined: General Fund-Water Fund-Sewer Fund

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

Evaluation Criteria	Satisfy
Identified in Planning Document or Study: Long Term Control Plan Update 2010 ; CSO Supplemental Compliance Plan 2017	Y
Improves Quality of Existing Services	Y
Provides Added Capacity to Existing Services	Y
Addresses Public Health or Safety Need	
Reduces Long-Term Operating Costs	
Alleviates Substandard Conditions or Deficiencies	
Provides Incentive to Economic Development	Y
Responds to Federal or State Requirement	
Eligible for Matching Funds with Limited Availability	

Useful Website Links:

- [Public Works Department](#)
- [Sewer Department](#)



Description: This project funds work related to reconstruction on Islington Street. It will be completed in phases. Phase 1A is from the Route 1 Bypass to Albany Street and was previously funded. Phase 1B is from Albany Street to Dover Street and will be funded in FY21. Phase 2 is from Dover Street to Congress Street and is estimated to cost an additional \$6.9 million in FY24. The total project estimated cost is \$23,740,000.

The project includes water, sewer, drainage and streetscape modifications. Funding for this work will come from the water and sewer enterprise funds and the general fund (property taxes).

Phases 1A and 1B are required by the City's Supplemental Compliance Plan for sewer separation.

COM-03-PW-100

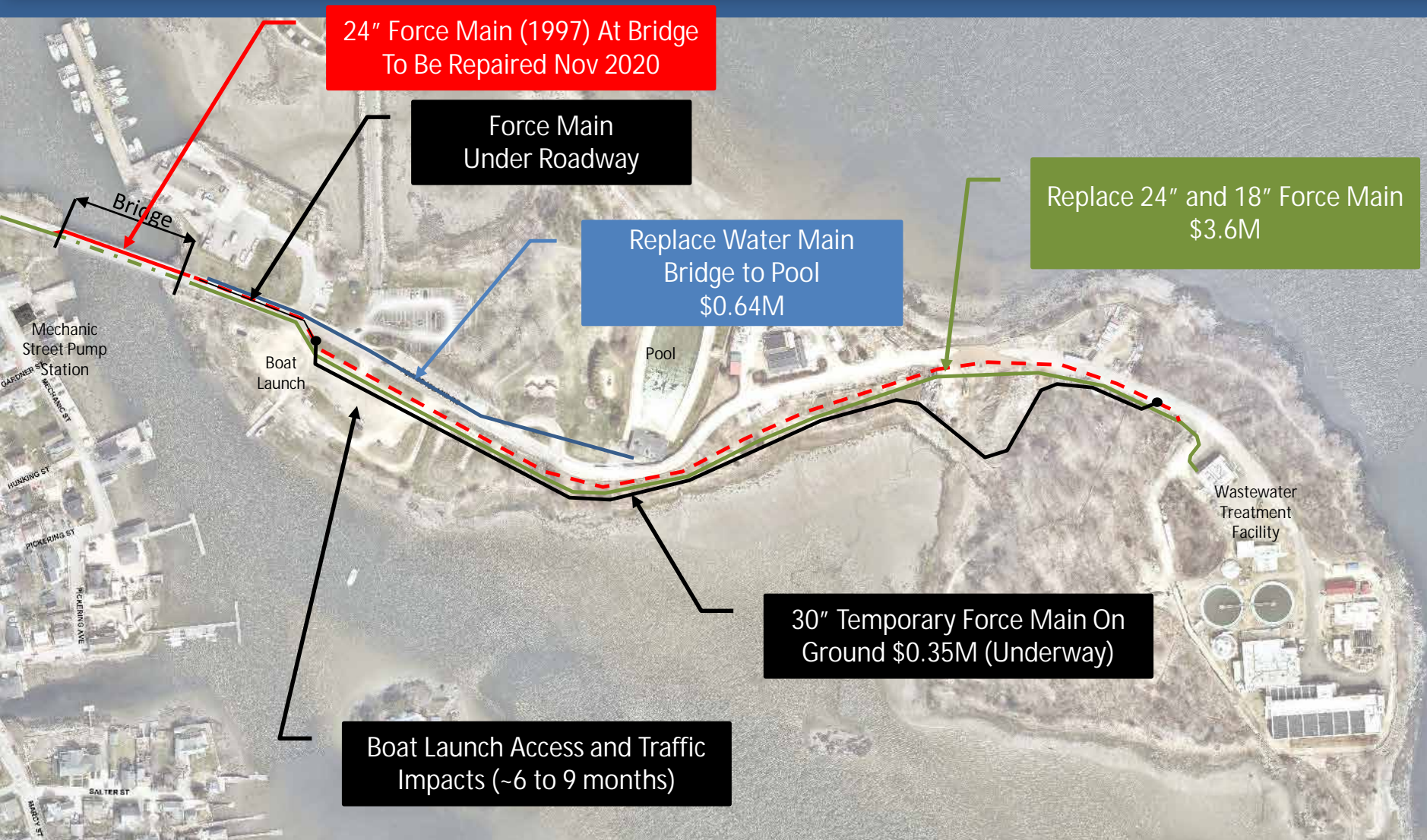
ISLINGTON STREET IMPROVEMENTS PHASE 1B & 2
Combined: General Fund-Water Fund-Sewer Fund

			FY21	FY22	FY23	FY24	FY25	FY26	Totals 21-26	6 PY's Funding	Totals
General Fund	Fed/ State	0%							\$0	\$0	\$0
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	PPP	0%							\$0	\$0	\$0
Water	Revenues	3%				\$100,000			\$100,000	\$500,000	\$600,000
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Totals		\$4,940,000	\$0	\$0	\$6,900,000	\$0	\$0	\$11,840,000	\$11,900,000	\$23,740,000
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Force Mains From Mechanic Street Wastewater Pump Station



LICENSE AGREEMENT
DAGNY TAGGART, LLC

NOTE: Amendments to prior license agreement shown in italics.

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 Dagny Taggart, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 30 Penhallow Street, 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 60 Penhallow Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0107-0027-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5990 Page 1703.

License Area 1: The City authorizes Licensee to temporarily use three parking spaces located on Daniel Street which abut the Subject Property, as depicted and described in the attached Encumbrance Plan as Exhibit A. The Licensee may also temporarily use 1,740 square feet of sidewalk that abuts the Subject Property along Daniel and Penhallow Street more particularly described in the attached Exhibit A.

License Area 2: The City authorizes the Licensee to temporarily use four parking spaces located on Penhallow Street which abut the Subject Property as depicted and described in the attached Encumbrance Plan as Exhibit A.

License Area 3: The City further authorizes the Licensee to temporarily close off Penhallow Street at Daniel Street, use 740 square feet of the public roadway for a construction staging area, and close six parking spaces located between the project site and State Street in order to temporarily convert the portion of Penhallow Street between Custom House Lane and State Street to two-way traffic as more particularly described in the attached Exhibit B.

License Area 1, License Area 2, and License Area 3 as described above together comprise the License Area.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four story building.
3. **Term:** The license for License Area 1 shall be for 184 days beginning August 1, 2020 and ending January 31, 2021. The license for License Area 2 and Area 3 shall be for 62 days beginning December 1, 2020 and ending January 31, 2021. 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 1,740 square feet of sidewalks that abut the Subject Property along Daniel and Penhallow Street. The fee of \$0.05 per 1,740 square feet per day is \$87 and the fee for 184 days equals \$16,008.

The License fee for the three parking spaces along Daniel Street is \$50 a day per space and the total daily fee for the three parking spaces is \$150. The daily fee of \$150 for 184 days equals \$27,600.

The License fee for the *ten* parking spaces along Penhallow Street is \$50 a day per space and the total daily fee for the *ten* parking spaces is \$500. The daily fee of \$500 for 62 days equals \$31,000. (*License term for four of these spaces was reduced from 123 days to 62 days so Licensee will be credited \$200 per day for 61 days unused for a total of \$12,200*).

The License Area includes 740 square feet of roadway that abuts the Subject Property on Penhallow Street. The fee of \$0.05 per 740 square feet per day is \$37 and the fee for 62 days equals \$2,294.

The License Fee for the *thirteen* parking spaces (\$58,600), the sidewalk area (\$16,008), and the roadway (\$2,294) equals a total License Fee of **\$76,902**.

(Licensee previously paid \$68,208, so balance due is \$8,694.)

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.
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

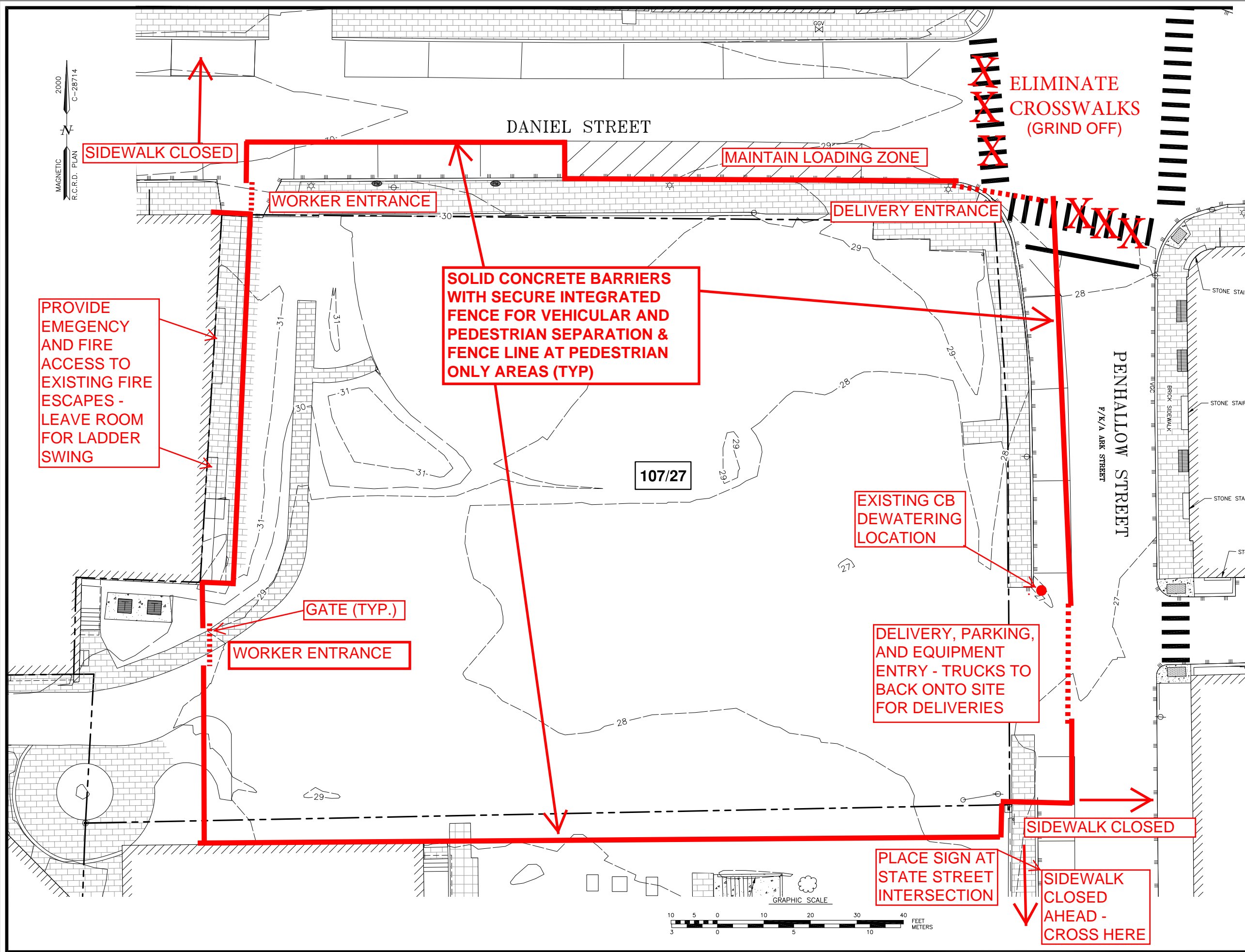
Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2020.

Exhibit A

CM Action Item #9

INC.
yours



NOTES:
 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 107 AS LOT 27.
 2) OWNER OF RECORD:
 DAGNY TAGGART, LLC
 30 PENHALLOW STREET, SUITE 300 EAST
 PORTSMOUTH, NH 03801
 THE PURPOSE OF THIS PLAN IS TO SHOW THE SITE FEATURES FOR THE CMMP PLAN ON ASSESSOR'S MAP 107 LOT 31 IN THE CITY OF PORTSMOUTH.

PARKING WILL BE MAINTAINED FOR WORKERS ON SITE.

COORDINATION LIASON:
 CHRISTINE LABLANC, VP
 MCNABB PROPERTIES
 (603)427-0725
 CHRISTINE@MCNABBGROUP.COM

UTILITY MANAGEMENT WITH THE CITY AND PUBLIC UTILITIES WILL BE ON-GOING ON AN AS-NEED BASIS WITH PRIOR NOTICES.

ENCUMBRANCE DURATION:
 MAY 01, 2020 THROUGH MAY 01, 2021

ENCUMBRANCES:
 7 PARKING SPACES
 1740 SQUARE FEET OF SIDEWALK

SHORING, PHASING, AND DEWATERING PLANS TO BE SUPPLIED TO THE CITY.

BRICK MARKET
 60 PENHALLOW STREET
 PORTSMOUTH, N.H.

NO.	DESCRIPTION	DATE
1	PER MEETING	3/17/20
0	ISSUED FOR COMMENT	2/3/20

SCALE: 1"=20' FEBRUARY 2020

CMMP ENCUMBRANCE PLAN **C1**

J:\JOBS\3000\SUN 3039\2019 Site Development 60 Penhallow\Applications\Portsmouth Site Plan\Post Approval\CMMP\3039 CMMP 60 Penhallow.dwg, C1 EXIST

Exhibit B

Traffic Control Plan Narrative:

Scope of Project:

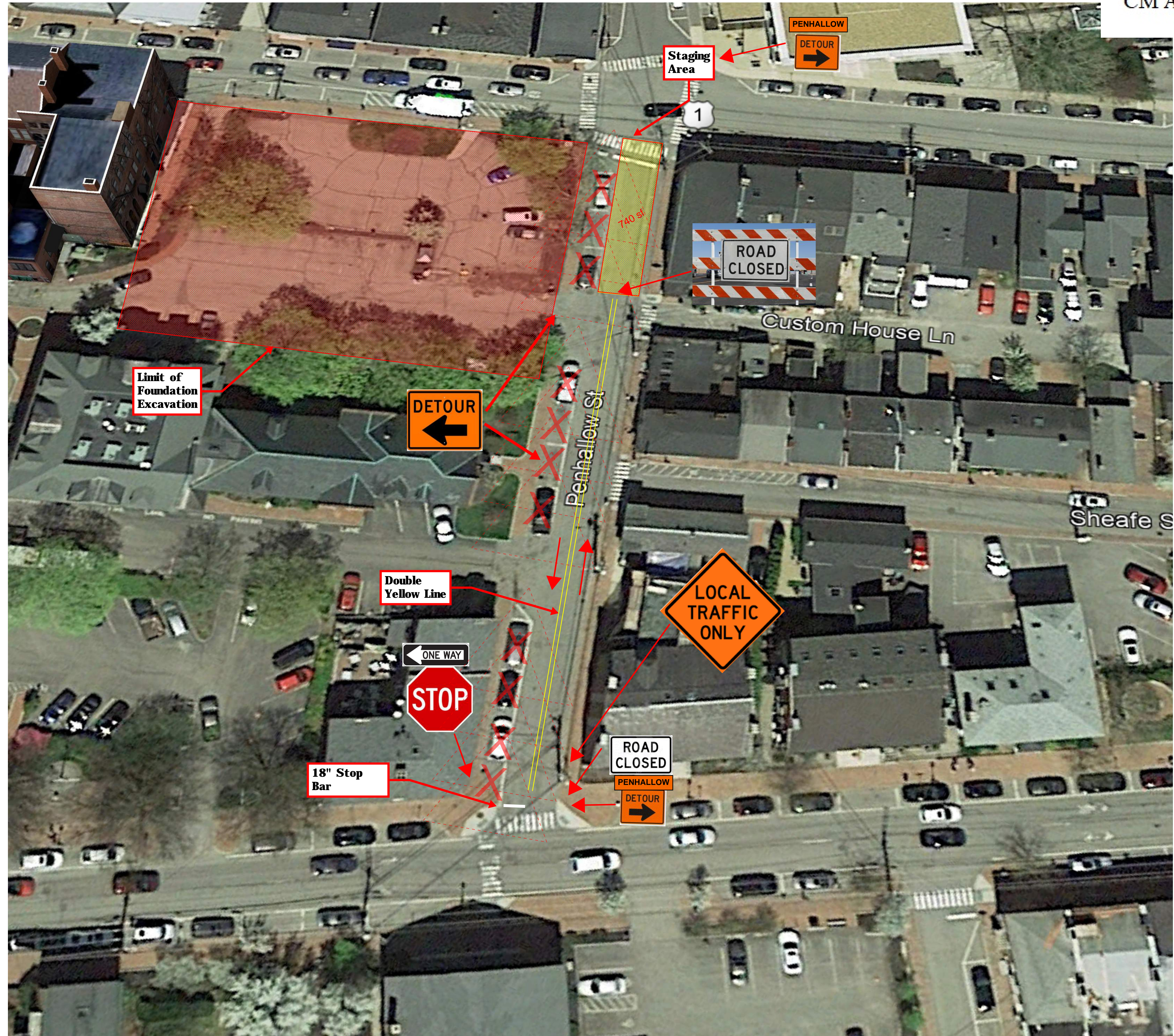
Excavate approximately 25 feet below grade for new building foundation. Limits of the excavation are to the property lines. At the tail end of the building excavation, our excavator will have to occupy the staging area delineated in yellow. Later on, foundation crews will have to utilize this area to place steel reinforcement, forms, and concrete into the excavation.

Traffic Plan:

Only local traffic will have access to the section of Penhallow St. between State St. and Daniel St. Residents and businesses will ingress and egress via 2-way traffic on this section of Penhallow to and from State Street. The Sidewalk on the east Side of Penhallow will remain open. Sidewalks on the west side of Penhallow will remain closed per the current project encumbrance plan. Detour signs will be placed to direct Penhallow through traffic to access Daniel St. from the east and to take a right turn onto Penhallow.

All Signage will meet current MUTCD guidelines.

There will be **no** parking on this section of Penhallow during this closure.



Scale: NTS



Revised	11/3/2020	11/6/2020
Commer		

SEVERINO
TRUCKING CO., INC.
512 Raymond Road Candia, NH 03034
(603) 483-2133 Fax: (603) 483-2998
www.severinotrucking.com

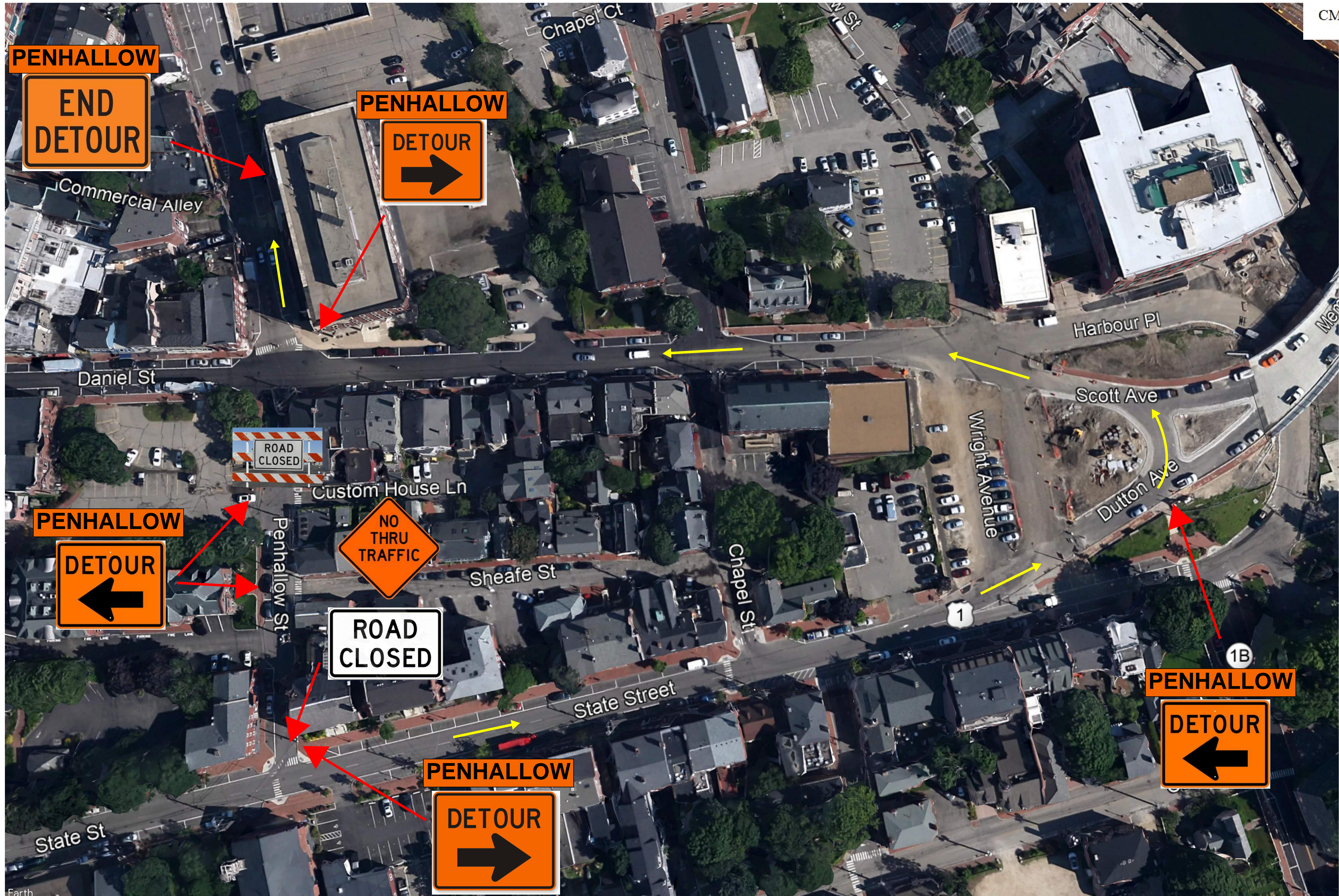
Prepared for:
MCNABB PROPERTIES, LTD
30 Penhallow Street
Portsmouth, NH 03801

Project
BRICK MARKET
60 Penhallow Street
Portsmouth, NH

Project Number:

Sheet Title:
Traffic Control Plan

10/22/2020



PENHALLOW
END
DETOUR

PENHALLOW
DETOUR

PENHALLOW
DETOUR

NO THRU TRAFFIC
ROAD CLOSED

PENHALLOW
DETOUR

PENHALLOW
DETOUR

CM Action Item #9

Revised	11/6/2020
Commer	

SEVERINO
TRUCKING CO., INC.
512 Raymond Road Candia, NH 03034
(603) 483-2133 Fax: (603) 483-2998
www.severinotrucking.com

Prepared for:
MCNABB PROPERTIES, LTD
30 Penhallow Street
Portsmouth, NH 03801

Project
Brick Market
60 Penhallow Street
Portsmouth, NH

Project Number:
Sheet Title:
Detour Plan

Scale: NTS

MEMORANDUM

TO: Karen Conard, City Manager

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

DATE: October 14, 2020

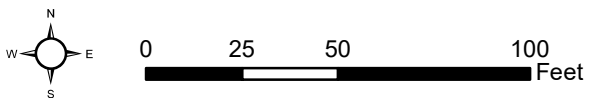
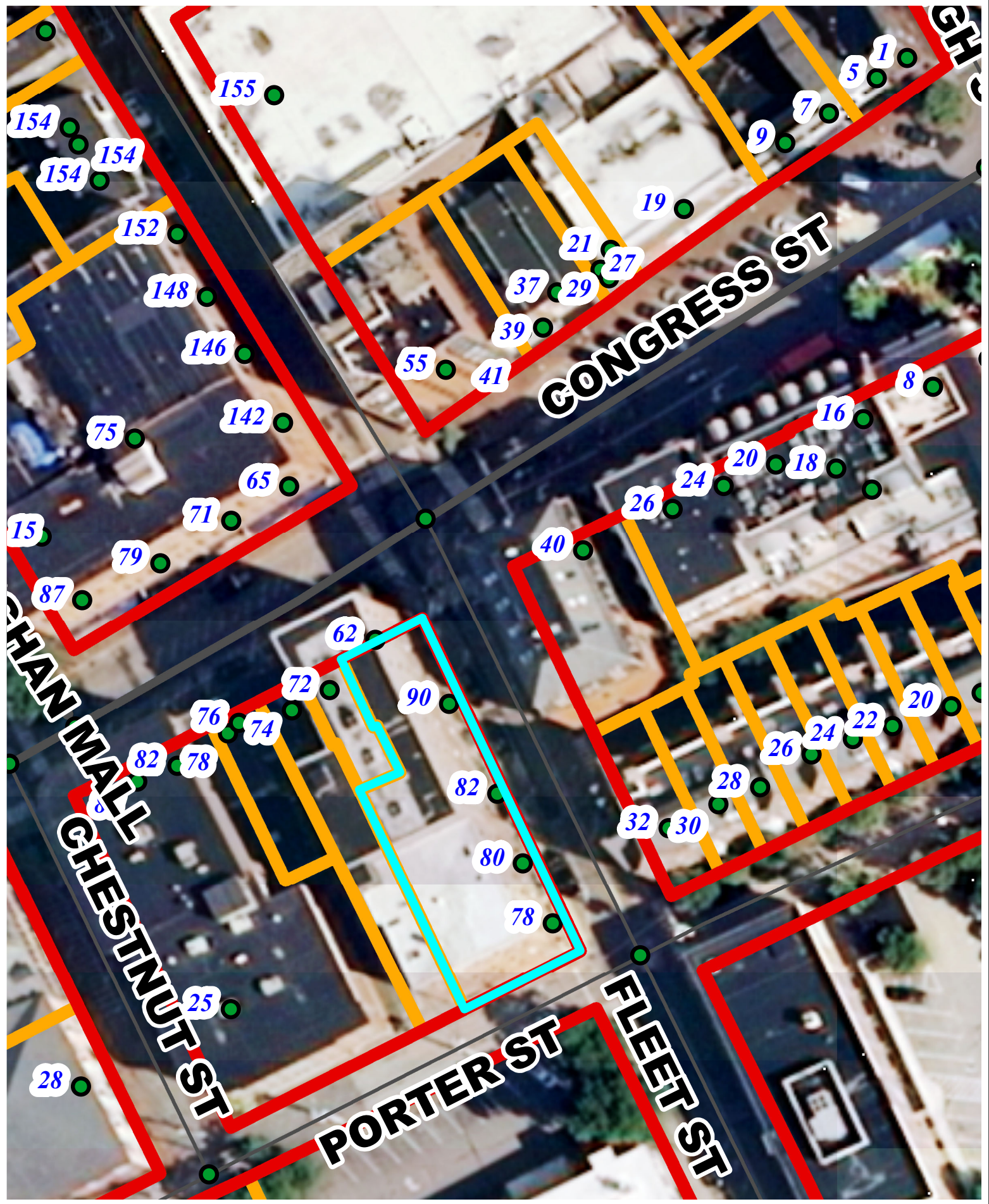
RE: City Council Referral – Projecting Sign
Address: 90 Fleet Street
Business Name: Spiritual Reader & Advisor
Business Owner: Helen Marks

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

Sign dimensions: 48" x 36"
Sign area: 12 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
90 Fleet Street**

The sign will
Be 4x3

4FT From
the wall

Spiritual Reader
Advisor

13Ft

From the
bottom of the
sign to the
ground



MEMORANDUM

TO: Karen Conard, City Manager

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

DATE: October 26, 2020

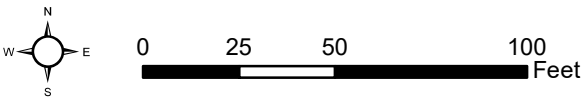
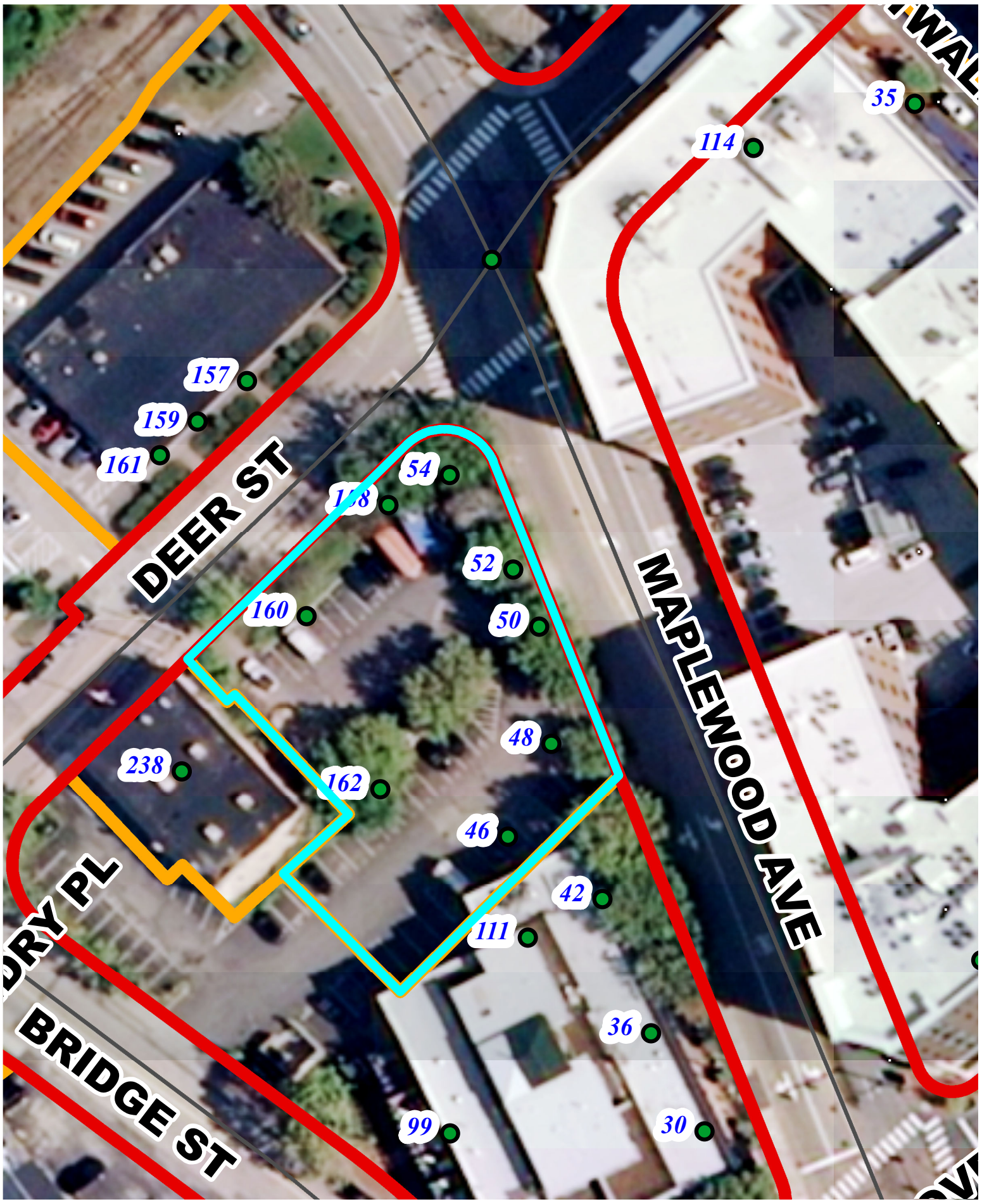
RE: City Council Referral – Projecting Sign
Address: 54 Maplewood Avenue
Business Name: Fidelity Investments Center
Business Owner: John Reece

Permission is being sought to install two projecting signs that extend over the public right of way, as follows:

Sign dimensions: 13” x 32” per sign
Sign area: 2.88 sq. ft. per sign

The proposed signs comply 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 signs, 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
54 Maplewood Avenue**



54 Maplewood Ave.
Portsmouth, NH 03801





54 Maplewood Ave. - Portsmouth, NH

Page 2 of 14



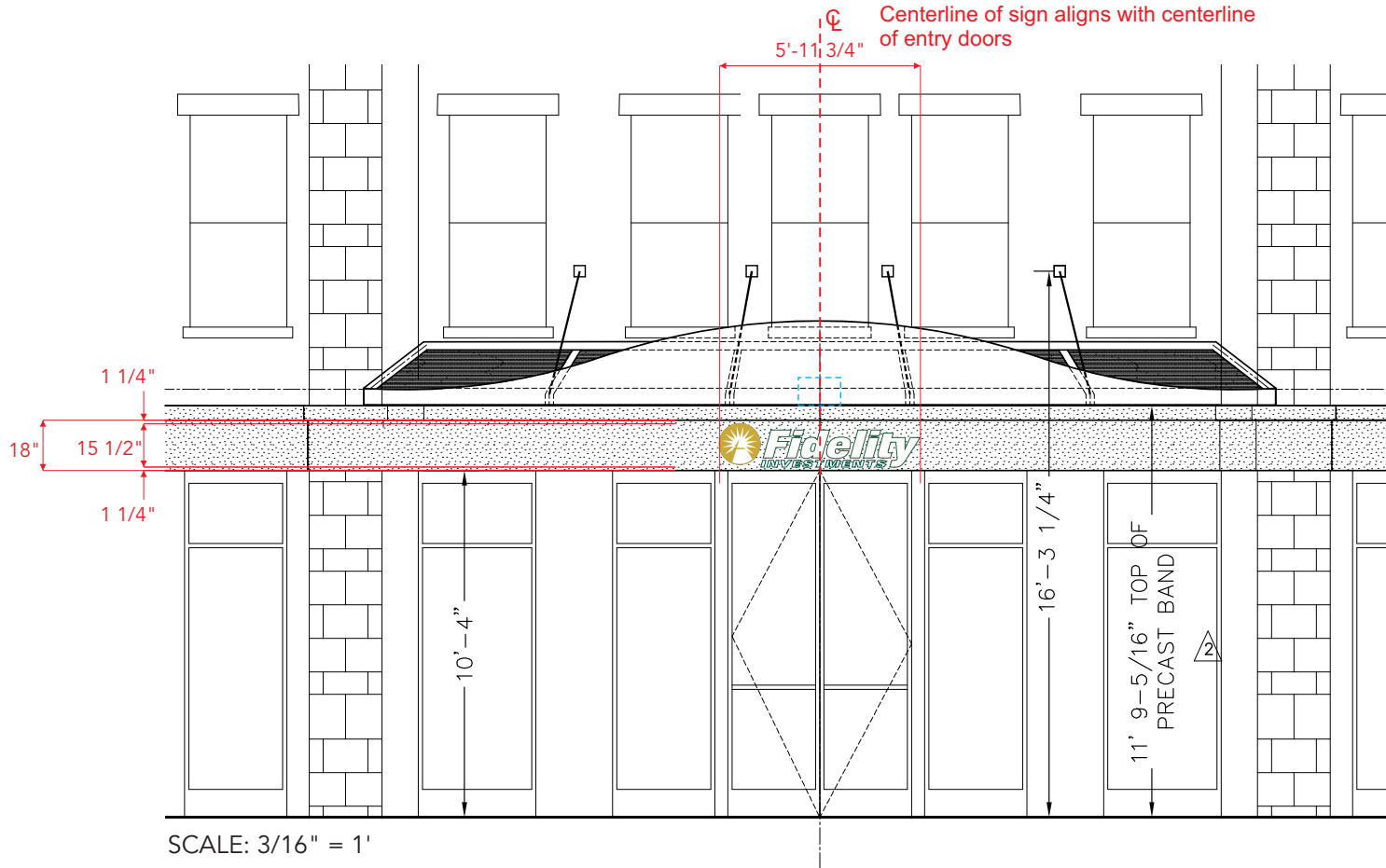


Custom Logo Set

Utilized Square Footage: 7.7

Scale: 3/4" = 1'







Custom Logo Set - Custom Externally Illuminated

Utilized Square Footage: 7.7

Scale: 3/4" = 1'

- 1" deep aluminum flat cut-out letters painted Akzo Nobel PI-3538
- Letters and logo faces to be reflective white vinyl applied first surface
- Logo to have 3M Gold Nugget Vinyl applied over top of white reflective vinyl



QubePAK Regal 3

Architectural Outdoor LED Wall Pack



Key Features

- Modern LED replacement for traditional fluorescent or HID fixtures.
- Elegant yet rugged construction effortlessly integrates with existing architecture.
- Adjustable, full-outlet design with a tilt mechanism that allows for precise aiming.
- Night sky friendly; eliminates light pollution and minimizes glare.
- Industry leading 10-Year warranty.

Construction

- Robust die-cast aluminum housing protects integral components from harsh environments and optimizes thermal management.
- Housing is protected by a corrosion resistant bronze powder coat finish.
- IP65 rated enclosure prevents intrusion from environmental elements that could degrade performance.

Electrical

- 120-277VAC, 0-10V dimming standard.¹
- System power factor >90% and THD <20%.
- Photo/motion sensor available.
- Operating temperature: -40°C to +40°C (-40°F to +104°F)

Optics

- Type II or Type IV optical distribution.
- Industry leading LEDs with 3000K, 4000K, and 5000K CCT (minimum 70 CRI),
- Lumen Maintenance: 100,000 hours (L70)²

Mounting

- Luminaires is ready to be surface mounted.

Warranty

- Backed by US LED's industry leading 10-year warranty.

Project _____ Date _____

Catalog Number _____ Type _____

Product Performance Summary

Lumen Output	Up to 14,007 lumens
Efficacy	Up to 142 LPW
CRI	≥ 70 CRI
Available CCT	3000K, 4000K & 5000K
Warranty	10-Year Warranty

Product Overview

The QubePAK Regal 3 LED wall pack is designed to easily integrate into any existing architecture and provide superior illumination. With two optical distributions, the QubePAK Regal 3 provides a complete site-wide solution for commercial exterior applications. Its elegant aesthetics combined with first-class performance make it a popular choice with specifiers and lighting designers.

Product Applications

- Pedestrian Areas
- Building Exterior
- Security Lighting
- Wall Washing
- Parking Lots
- Educational Facilities
- Business Campuses
- Industrial Facilities
- Mall/Retail Exterior
- General Lighting

Product Certifications/Approvals

- UL Listed
- Complies with UL1599 and CSA C22.2
- DLC Premium Listed
- Suitable for Wet Locations
- IP65 Rated Enclosure
- RoHS Compliant



Example: WPR3-UNVL-37W-2-50-BZ

Ordering Information

Series	Input Voltage	Power	Optics	CCT	Finish
UNVL	120-277V	37 37W ¹	2 Type 2	30 3000K	BZ Bronze
		58 58W	4 Type 4	40 4000K	
		70 70W		50 5000K	
		100 100W			

¹ US LED product Lifetime refers only to the LED light source, and are based on the Illuminating Engineering Society's TM-11 Projected Lumen Maintenance methodology at a 27°C (77°F) ambient temperature. The lifetime are solely meant to be a guide for expected LED degradation and not a warranty or prediction of their actual life, which can be affected by ambient temperature and other factors.

² 37W model is non-dimmable.

WPR3-002720

www.usled.com | 888-877-6191 | customerservice@usled.com

Due to continual product improvements, product specifications are subject to change without notice. Please visit www.usled.com for the most updated product specifications.

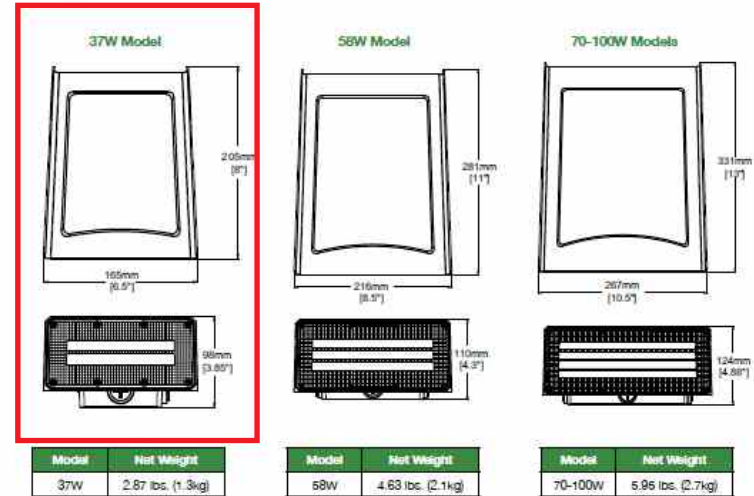
1

QubePAK Regal3

Architectural Outdoor LED Wall Pack



Dimensions



Performance Data

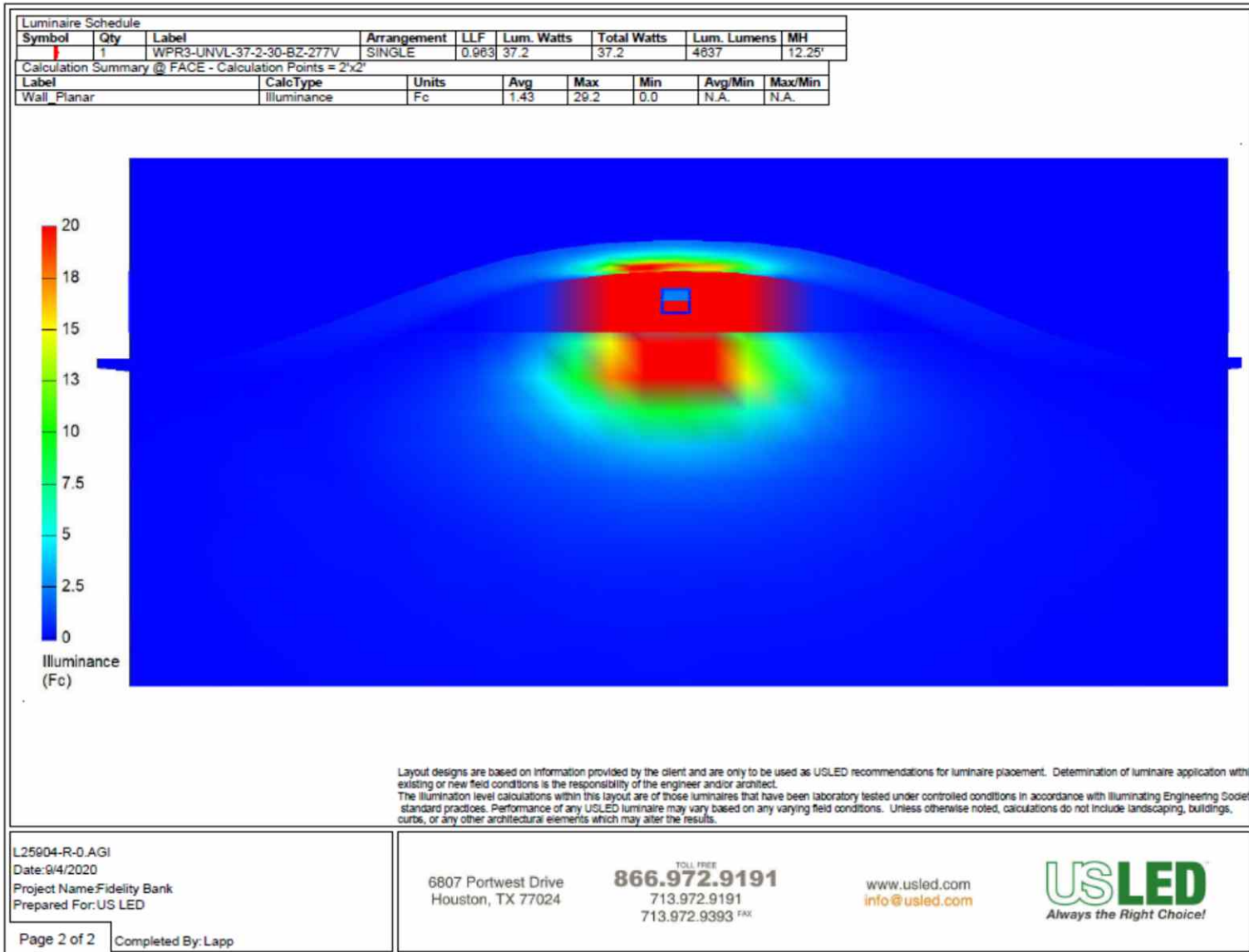
Model	Available CCT	System Level Power	Delivered Lumens	Efficacy	L70 Colorcast Life
WPR3-UNVL-37-X-XX-BZ	3000K/4000K/5000K	37.1W	4,701 lm	126 LPW	100,000 Hours
WPR3-UNVL-58-X-XX-BZ	3000K/4000K/5000K	55.4W	7,895 lm	132 LPW	100,000 Hours
WPR3-UNVL-70-X-XX-BZ	3000K/4000K/5000K	71.8W	10,201 lm	142 LPW	100,000 Hours
WPR3-UNVL-100-X-XX-BZ	3000K/4000K/5000K	104.5W	14,007 lm	134 LPW	100,000 Hours

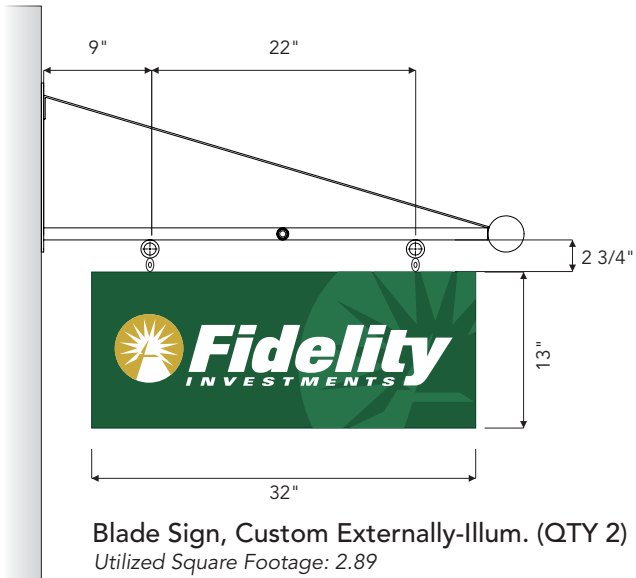
WPR3-002720

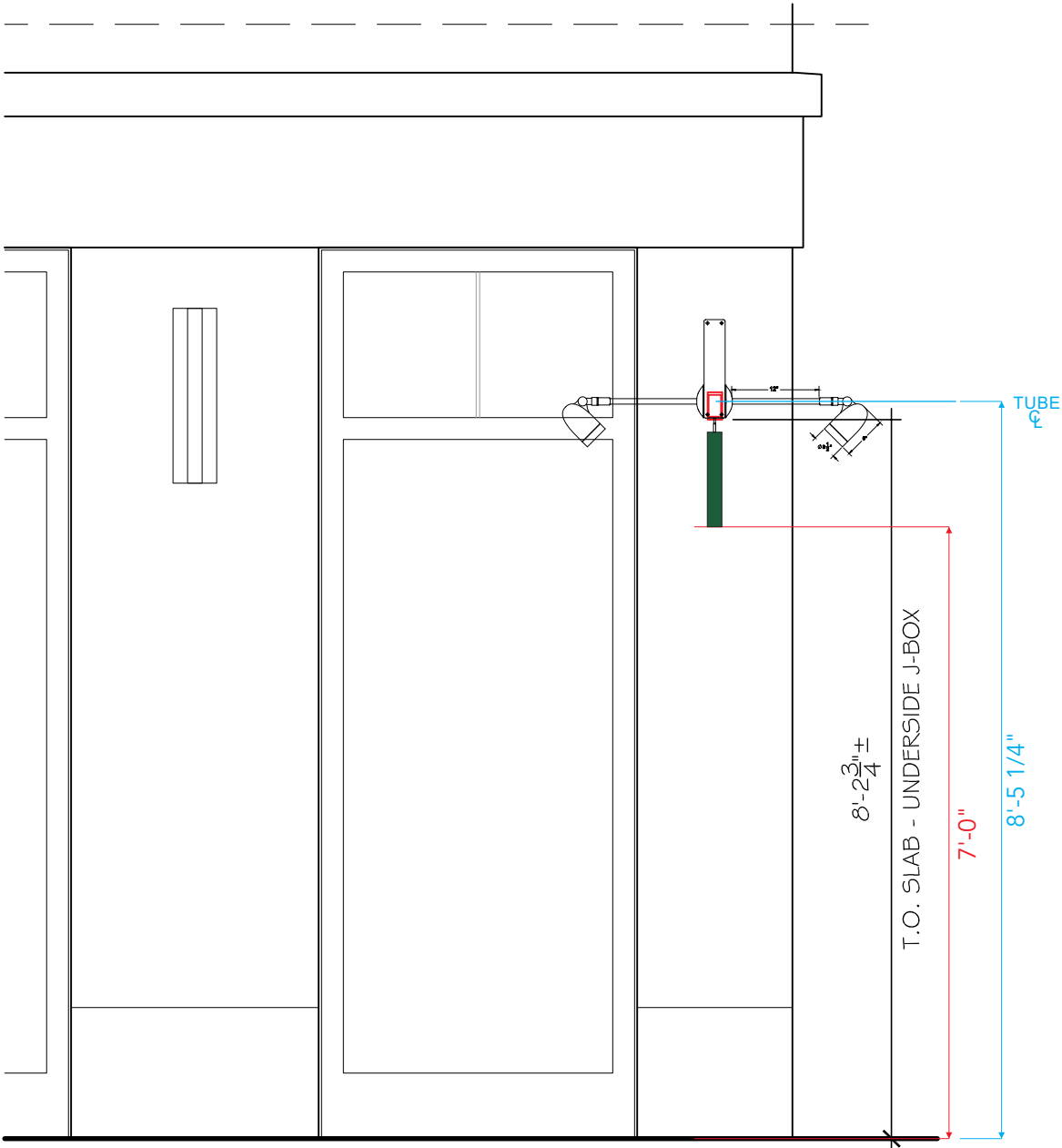
www.usled.com | 888-877-6191 | customerservice@usled.com

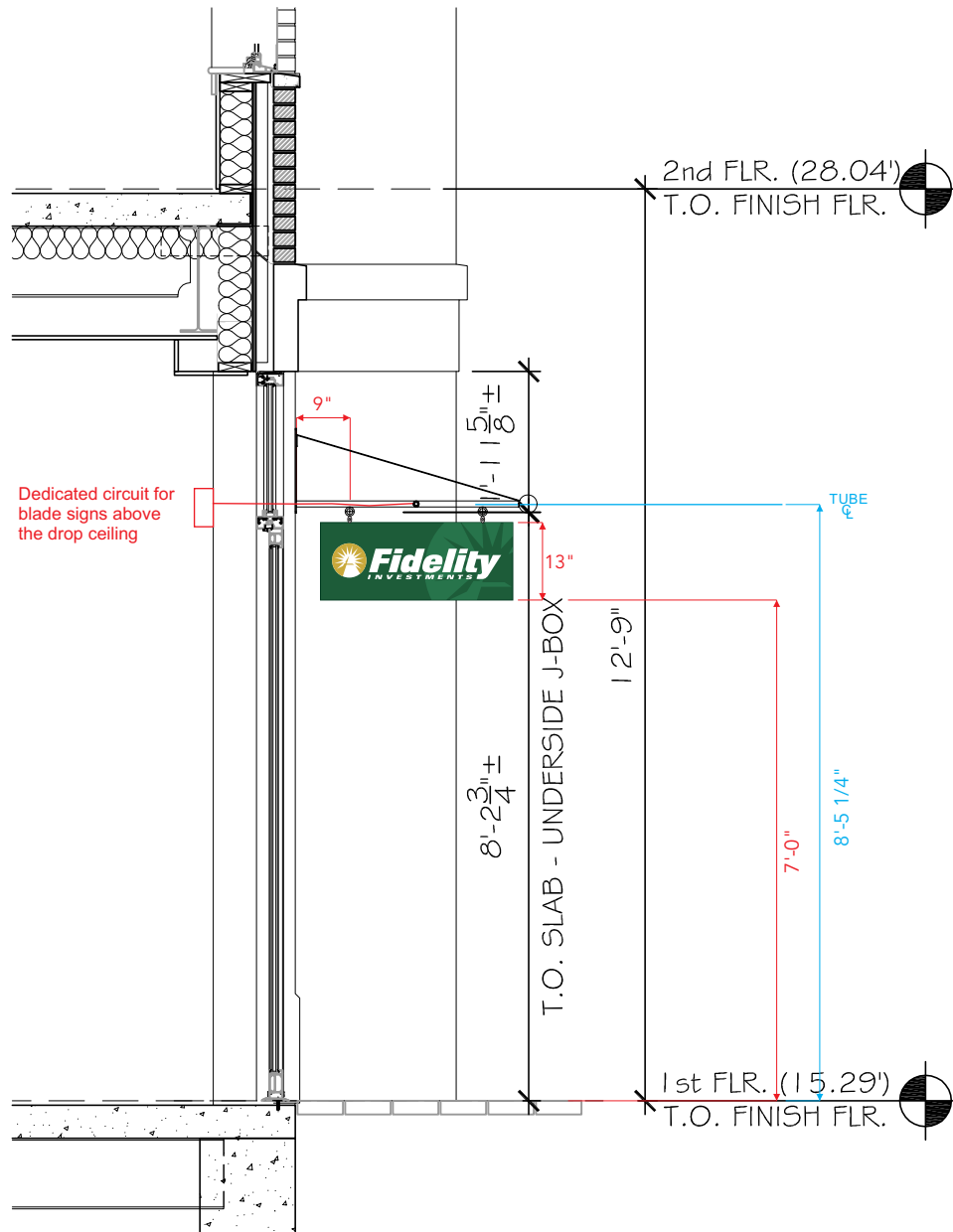
Due to continual product improvements, product specifications are subject to change without notice. Please visit www.usled.com for the most updated product specifications.

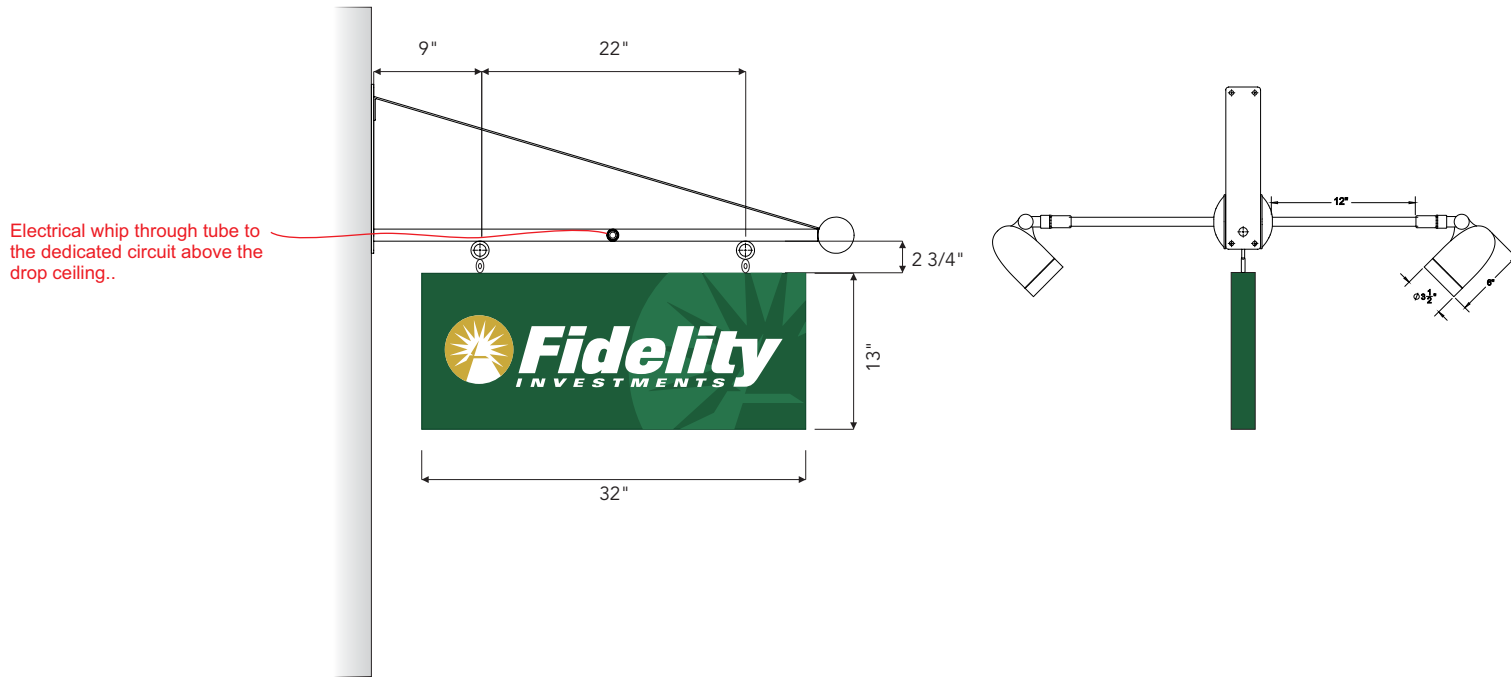
2







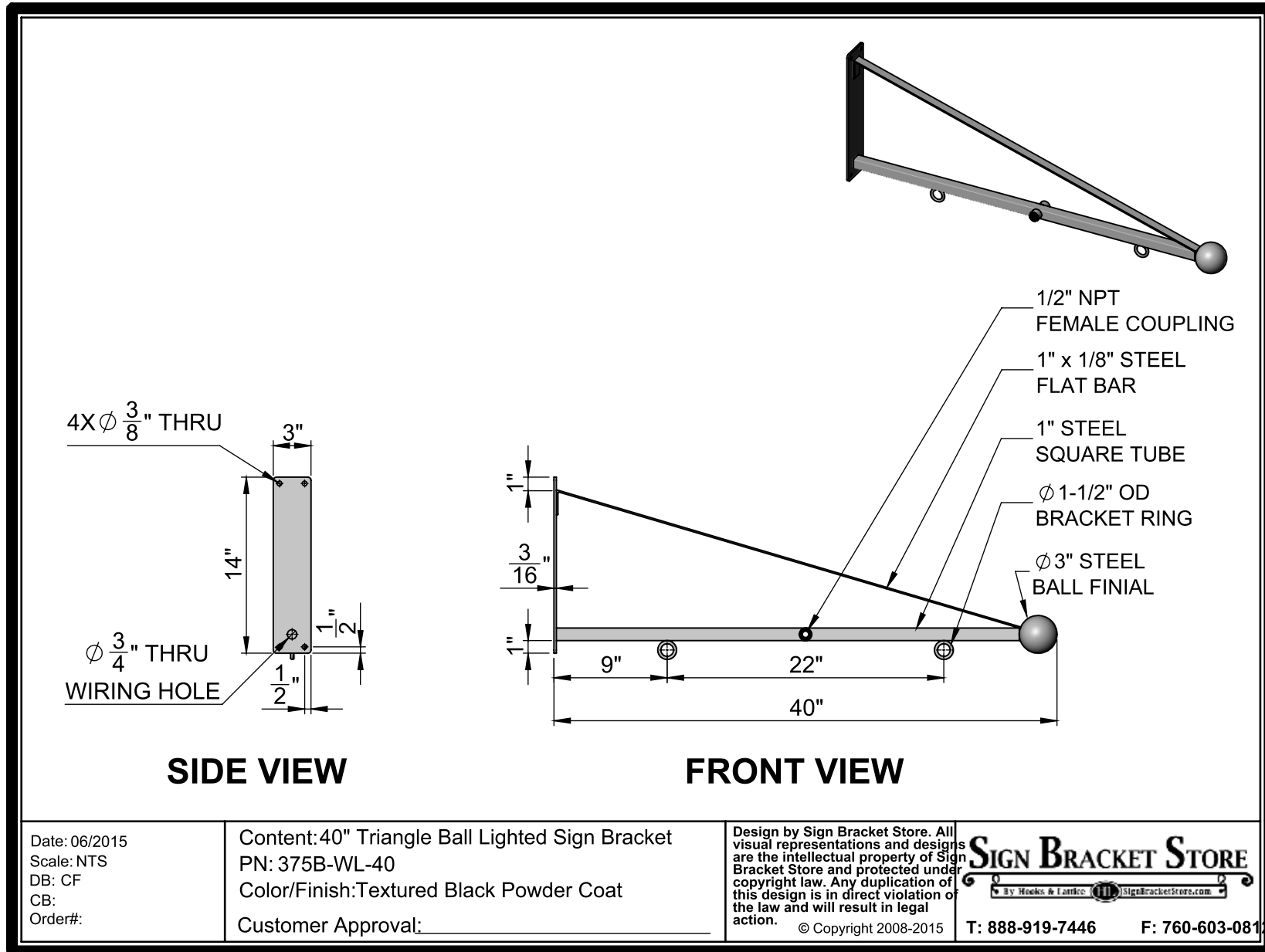




Blade Sign, Custom Externally-Illum. (QTY 2)
Utilized Square Footage: 2.89

Scale: 3/4" = 1'

- Qty two (2) Double Face Blade Signs w/ Vinyl Copy
- Frame is 2" Square Aluminum Tubes w/ 4" x 4" x 1/4" Aluminum Mounting Plates
- Faces are .090" Aluminum Plug and Stitch Welded To Frame
- Blade is Painted Akzo Nobel PI-3435 Green
- Tone on Tone Crest is Painted Akzo Nobel 452E3 Green
- Copy is White Vinyl
- Logo is 3M Gold Nugget Vinyl
- Vinyl is Applied 1st Surface

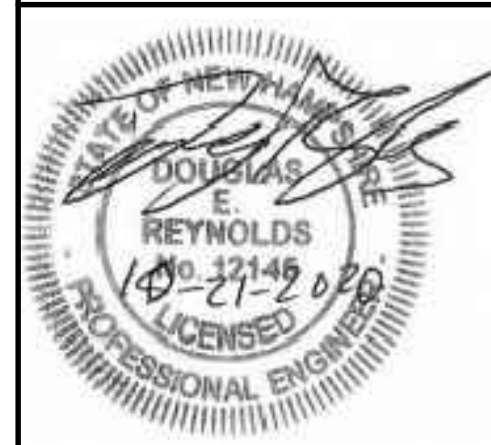


REVISIONS			
REV.	DESCRIPTION	DATE	CB
A	ORIGINAL DRAWING	10/7/2016	ZB

FRONT VIEW

Material: Aluminum	Content: Streamline Wall Mount Single PAR20 Light Fixture PN: D12-PAR20-SNGL-24	Design by Sign Bracket Store. All visual representations and designs are the intellectual property of Sign Bracket Store and protected under copyright law. Any duplication of this design is in direct violation of the law and will result in legal action. © Copyright 2008-2016
Scale: 1:4 DB: ZB Rev: A Sheet: 1 of 1	Color/Finish: Black Powder Coat	
Customer Approval: _____		

SIGN BRACKET STORE
T: 888-919-7446 F: 760-603-0812



**THE RESIDENCES AT
 FOUNDRY PLACE**
 DEER STREET ASSOCIATES SUBDIVISION LOT 6
 88 and 89 Foundry Place, Portsmouth, NH 03801
 (FORMER ADDRESS: 181 Hill St.)

Revisions:

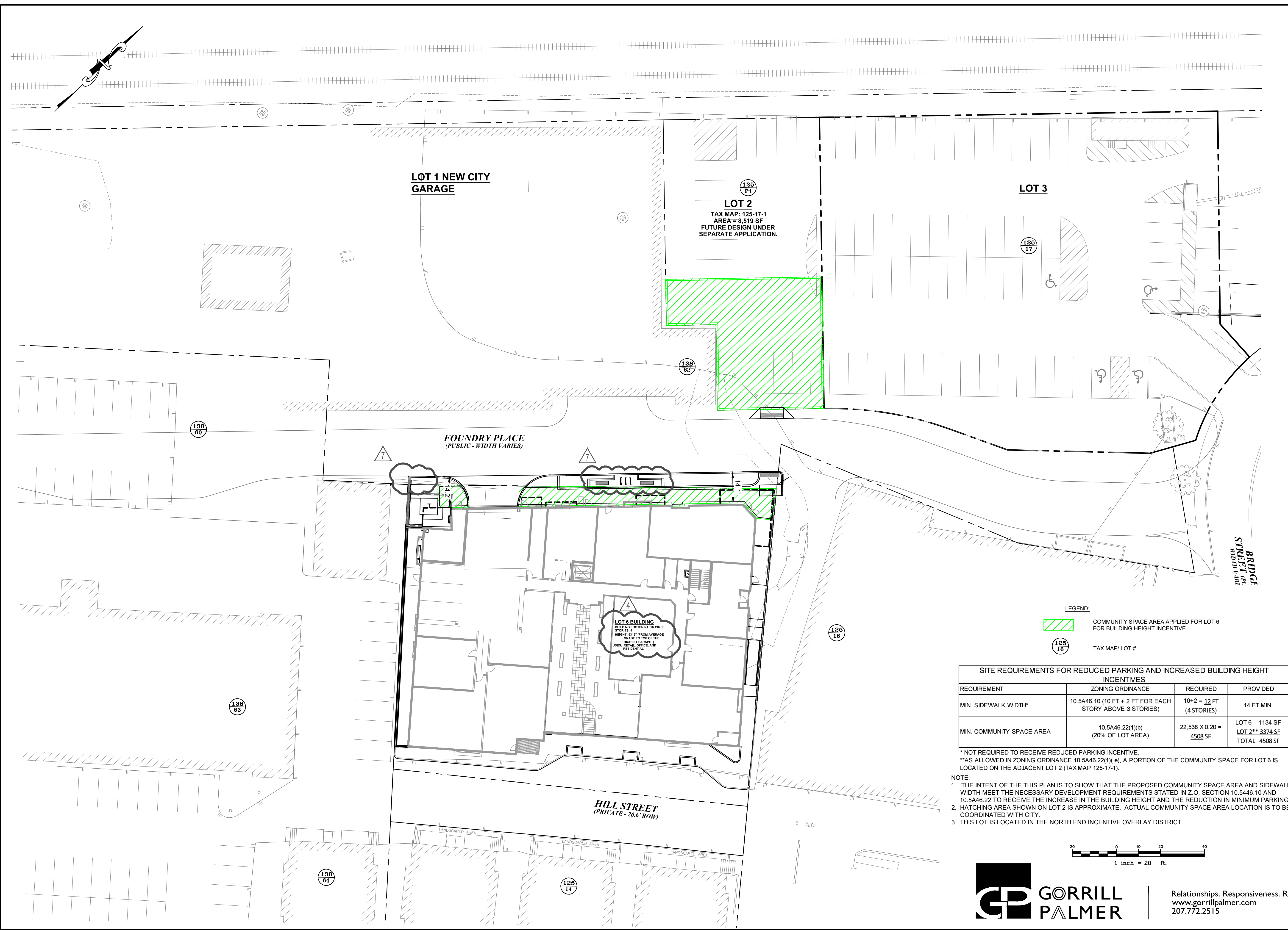
1 TAC PUBLIC HEARING	6/15/17
2 TAC PUBLIC HEARING	8/21/17
3 PB SUBMISSION	10/10/17
4 TAC PUBLIC HEARING	8/28/19
5 PLANNING ADMINISTRATIVE APPROVAL	8/20/20
6 FOUNDATION SET	10/01/20
7 PLANNING BOARD APPROVED SET	10/22/20

Scale: 1"=20'

Drawn By:	CG
Checked By:	DER
Project No.:	2020048
Date:	08/20/20

Title: **DEVELOPMENT INCENTIVES PLAN**

C3.1



LEGEND:

COMMUNITY SPACE AREA APPLIED FOR LOT 6 FOR BUILDING HEIGHT INCENTIVE

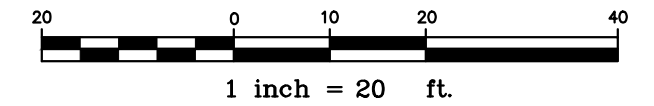
TAX MAP/ LOT #

SITE REQUIREMENTS FOR REDUCED PARKING AND INCREASED BUILDING HEIGHT INCENTIVES

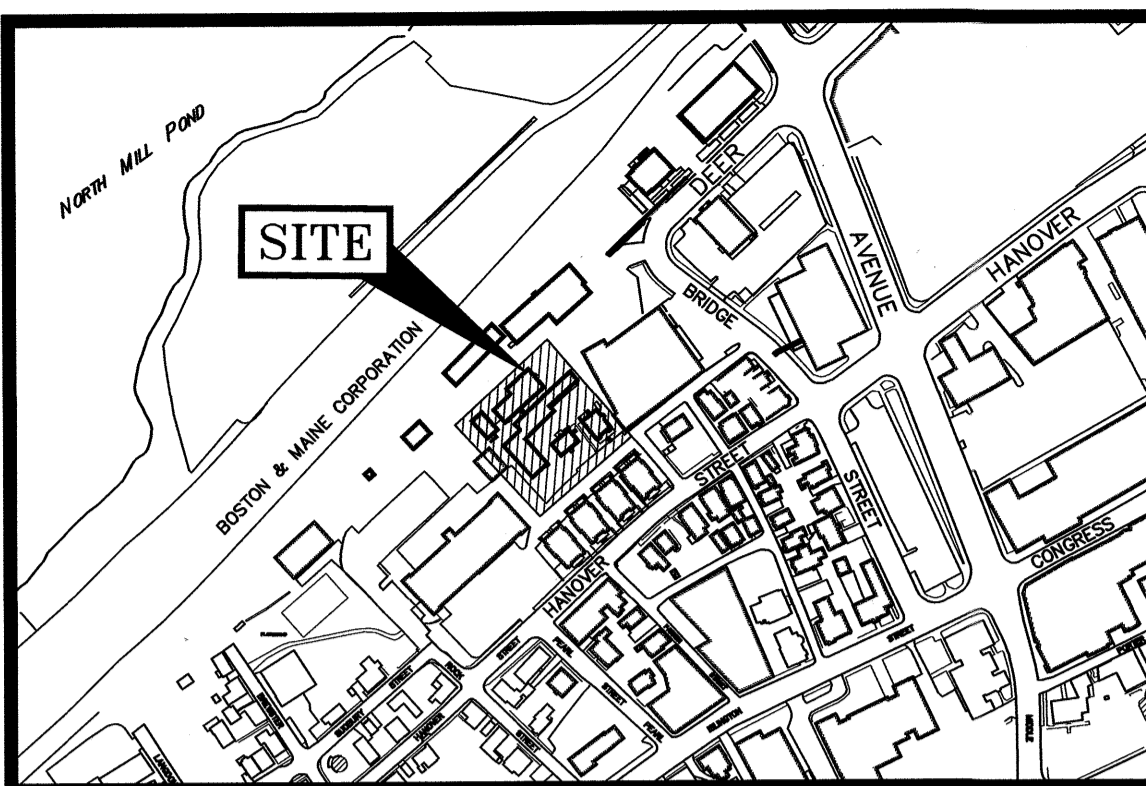
REQUIREMENT	ZONING ORDINANCE	REQUIRED	PROVIDED
MIN. SIDEWALK WIDTH*	10.5A46.10 (10 FT + 2 FT FOR EACH STORY ABOVE 3 STORIES)	10+2 = 12 FT (4 STORIES)	14 FT MIN.
MIN. COMMUNITY SPACE AREA	10.5A46.22(1)(b) (20% OF LOT AREA)	22,538 X 0.20 = 4508 SF	LOT 6 1134 SF LOT 2** 3374 SF TOTAL 4508 SF

* NOT REQUIRED TO RECEIVE REDUCED PARKING INCENTIVE.
 **AS ALLOWED IN ZONING ORDINANCE 10.5A46.22(1) e), A PORTION OF THE COMMUNITY SPACE FOR LOT 6 IS LOCATED ON THE ADJACENT LOT 2 (TAX MAP 125-17-1).

- NOTE:
- THE INTENT OF THIS PLAN IS TO SHOW THAT THE PROPOSED COMMUNITY SPACE AREA AND SIDEWALK WIDTH MEET THE NECESSARY DEVELOPMENT REQUIREMENTS STATED IN Z.O. SECTION 10.5446.10 AND 10.5A46.22 TO RECEIVE THE INCREASE IN THE BUILDING HEIGHT AND THE REDUCTION IN MINIMUM PARKING.
 - HATCHING AREA SHOWN ON LOT 2 IS APPROXIMATE. ACTUAL COMMUNITY SPACE AREA LOCATION IS TO BE COORDINATED WITH CITY.
 - THIS LOT IS LOCATED IN THE NORTH END INCENTIVE OVERLAY DISTRICT.



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 207.772.2515

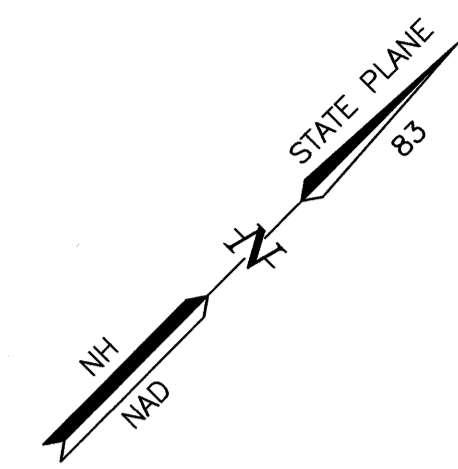


LOCATION MAP SCALE 1"=300'

PLAN REFERENCES:
 1) CONSOLIDATION & SUBDIVISION PLAN TAX MAP 125 - LOT 17 & TAX MAP 138 - LOT 62, PREPARED FOR DEER STREET ASSOCIATES, PROPERTY LOCATED AT BRIDGE, DEER, AND HILL STREETS, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE, PREPARED BY AMBIT ENGINEERING, INC. DATED JULY 2015, RCRD D-39699
 2) EASEMENT PLAN, TAX MAP 125 LOT 17-1, FOUNDRY PLACE, LLC, JULY 2018, RCRD D-42090

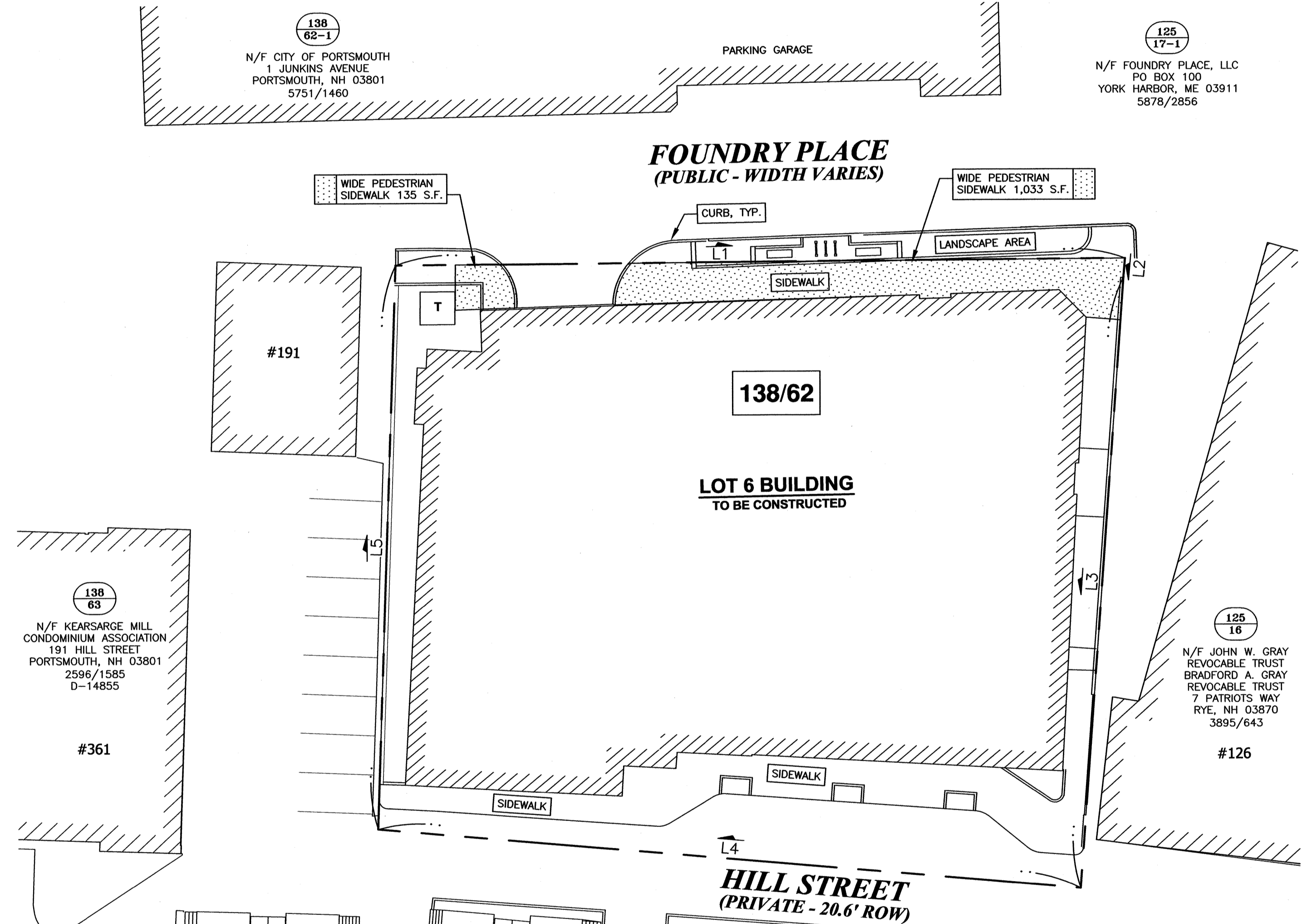
AMBIT ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 200 Griffin Road - Unit 3
 Portsmouth, N.H. 03801-7114
 Tel (603) 430-9282
 Fax (603) 436-2315

- NOTES:**
- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 138 AS LOT 62.
 - 2) OWNER OF RECORD:
 FOUNDRY PLACE, LLC
 157 DEER STREET
 PORTSMOUTH, NH 03801
 5878/2856
 - 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259E, EFFECTIVE DATE MAY 17, 2005.
 - 4) EXISTING LOT AREA:
 22,538 S.F.
 0.5174 ACRES
 - 5) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF COMMUNITY SPACE EASEMENTS ON THE SUBJECT PROPERTY.
 - 6) SEE PLAN REFERENCE 2, SHEET 2, FOR OFF SITE COMMUNITY SPACE DEDICATED TO THIS PARCEL UNDER THE NORTH END INCENTIVE OVERLAY DISTRICT.



LEGEND:

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
RCRD	ROCKINGHAM COUNTY
	REGISTRY OF DEEDS
	MAP 11 / LOT 21
BOUNDARY	
—	SETBACK
○	RAILROAD SPIKE FOUND
○	IRON ROD/PIPE FOUND
○	DRILL HOLE FOUND
○	STONE/CONCRETE
○	BOUND FOUND
○	RAILROAD SPIKE SET
○	IRON ROD SET
○	DRILL HOLE SET
○	GRANITE BOUND SET
○	POINT OF BEGINNING

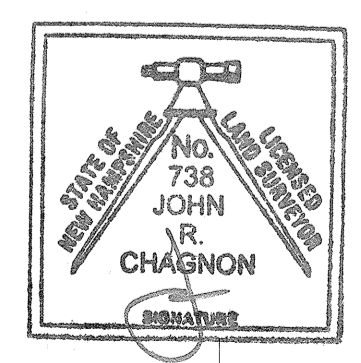


LINE TABLE

LINE	BEARING	DISTANCE
L1	N44°38'41"E	167.37'
L2	S40°13'28"E	4.32'
L3	S40°46'38"E	140.60'
L4	S50°00'27"W	161.76'
L5	N43°00'28"W	129.42'

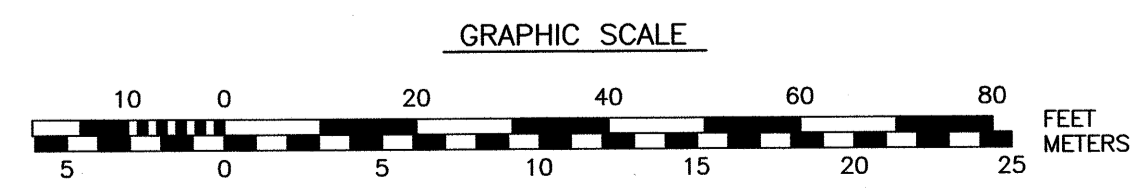
I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000.

John R. Chagnon
 JOHN R. CHAGNON, L.L.S. #738
 10.20.20
 DATE



APPROVED BY THE PORTSMOUTH PLANNING BOARD

CHAIRMAN _____ DATE _____



NO.	DESCRIPTION	DATE
1	ISSUED FOR APPROVAL	10/20/20
0	ISSUED FOR COMMENT	9/30/20

THE RESIDENCES AT FOUNDRY PLACE
 COMMUNITY SPACE
 TAX MAP 138 - LOT 62
 OWNER:
FOUNDRY PLACE, LLC
 FOR THE BENEFIT OF:
THE CITY OF PORTSMOUTH
 PROPERTY LOCATED AT:
 FOUNDRY PLACE
 CITY OF PORTSMOUTH
 COUNTY OF ROCKINGHAM
 STATE OF NEW HAMPSHIRE

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

EASEMENTS FOR PUBLIC ACCESS TO COMMUNITY SPACE
(SIDEWALK)

FOUNDRY PLACE, LLC, a Delaware limited liability company with an address of 157 Deer Street, Portsmouth NH 03801, Portsmouth, New Hampshire 03801, (“Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good consideration, receipt of which is acknowledged by Grantor, grants unto the CITY OF PORTSMOUTH, a municipal corporation, having an address of 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (“City”), an easement for public access to and use of community space as set forth herein as pedestrian sidewalks.

WHEREAS, Grantor acquired a tract of land located on Hanover Street, Portsmouth, Rockingham County, New Hampshire by Quitclaim Deed of Deer Street Associates dated December 12, 2017, and recorded at the Rockingham County Registry of Deeds at Book 5878, Page 2856, and depicted as Lot 6, on a plan entitled "Consolidation & Subdivision Plan – Tax Map 125, Lot 17 & Tax Map 138, Lot 62 – Deer Street Associates – Bridge, Deer & Hill Streets – City of Portsmouth, County of Rockingham, State of New Hampshire – Scale 1” = 50’ “ dated July, 2015 and last revised 5/18/16, and recorded at the Rockingham County Registry of Deeds as Plan D-39699 (the “Property”);

WHEREAS, reference is made to a plan entitled “The Residences at Foundry Place Community Space – Tax Map 138 – Lot 62” for property owned by Foundry Place, LLC, for the benefit of the City of Portsmouth, and located at and known as Foundry Place, Portsmouth, Rockingham County, New Hampshire, and recorded in the Rockingham County Registry of Deeds as Plan #_____ (the “Community Space Plan”);

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), to be paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, Grantor conveys the following easement, located in the City of Portsmouth, County of Rockingham, State of New Hampshire (the "Easement"):

1. Pedestrian Sidewalk Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right and easement upon, over and across a sidewalk, including any approved landscaping therein, identified on the Community Space Plan as "Wide Pedestrian Sidewalk" and running along Foundry Place, consisting of _____ square feet, more or less, in a manner that will permit free and unobstructed use by pedestrians and non-motorized vehicles for travel along the perimeter of the Property as shown on the Community Space Plan.

The Easement granted herein shall be subject to any electric and telecom easements shown on the Community Space Plan (and all other uses not inconsistent with the use of the easement area as a public sidewalk), and to the following terms and conditions:

1. Terms of Public Use: The public use permitted by the Easement shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest ranking administrative officer of the City, subject to the terms and conditions of the Easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement areas but failure to do so shall not result in termination of this Easement.
2. Rights to Private Property: This Easement does not convey any right to the public to access or utilize the private property of the Grantor outside the easement areas.
3. Maintenance: Maintenance of the easement areas shall be the sole responsibility of the Grantor, its successors or assigns. The City shall have the right, but not the obligation, to access the easement areas for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantor, its successors and assigns.
4. Covenants Run with the Land: All rights, 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 Property, and shall run with the land.

5. City Ordinance Application: Any use, public or private of the sidewalk easement areas shall be subject to and comply with the City Ordinances.
6. Notices. Any notice, demand, request, or other communication that either party desires or is required to give to the other under this instrument shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

Foundry Place, LLC
157 Deer Street
Portsmouth, NH 03801

(or as listed and at the address shown on the City's current Tax Records)

To City:

City Manager (or the highest ranking administrative officer)
City of Portsmouth, New Hampshire
1 Junkins Avenue
Portsmouth, NH 03801

(or to such other address as City notifies Grantor in accordance with the terms hereof)

7. Amendment. Grantor and Grantee may mutually agree to amend or modify this Easement, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, in writing and signed by both parties, consistent with the purpose and intent of the Portsmouth Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded in the Rockingham County Registry of Deeds.
8. Costs and Liabilities. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threaten against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.
9. Applicable Law. This instrument shall be construed and interpreted according to the substantive law of the State of New Hampshire.

10. Easement to Bind Successors. The provisions of this Easement shall be binding upon and inure to the benefit of Grantor and its successors and assigns. The Easements shall be appurtenant to, and for the benefit of, Grantee and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion of the Property conveyed to the Grantor by Quitclaim Deed of Deer Street Associates dated December 12, 2017, and recorded on December 13, 2017 at the Rockingham County Registry of Deeds at Book 5878, Page 2856.

This is an exempt transfer pursuant to RSA 78-B:2(I)

IN WITNESS WHEREOF, Grantor and City have executed this Easement as set forth, below.

Grantor:

FOUNDRY PLACE, LLC

By its Manager,
GL Rogers and Company, Inc.

Witness

By: Kim S. Rogers
Its: President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Kim S. Rogers, as President of GL ROGERS AND COMPANY, INC., a New Hampshire corporation and the manager of FOUNDRY PLACE LLC, a New Hampshire limited liability company, on behalf of said corporation and limited liability company.

Justice of the Peace/Notary Public
My commission expires:
Affix Seal

City:

CITY OF PORTSMOUTH, NEW
HAMPSHIRE

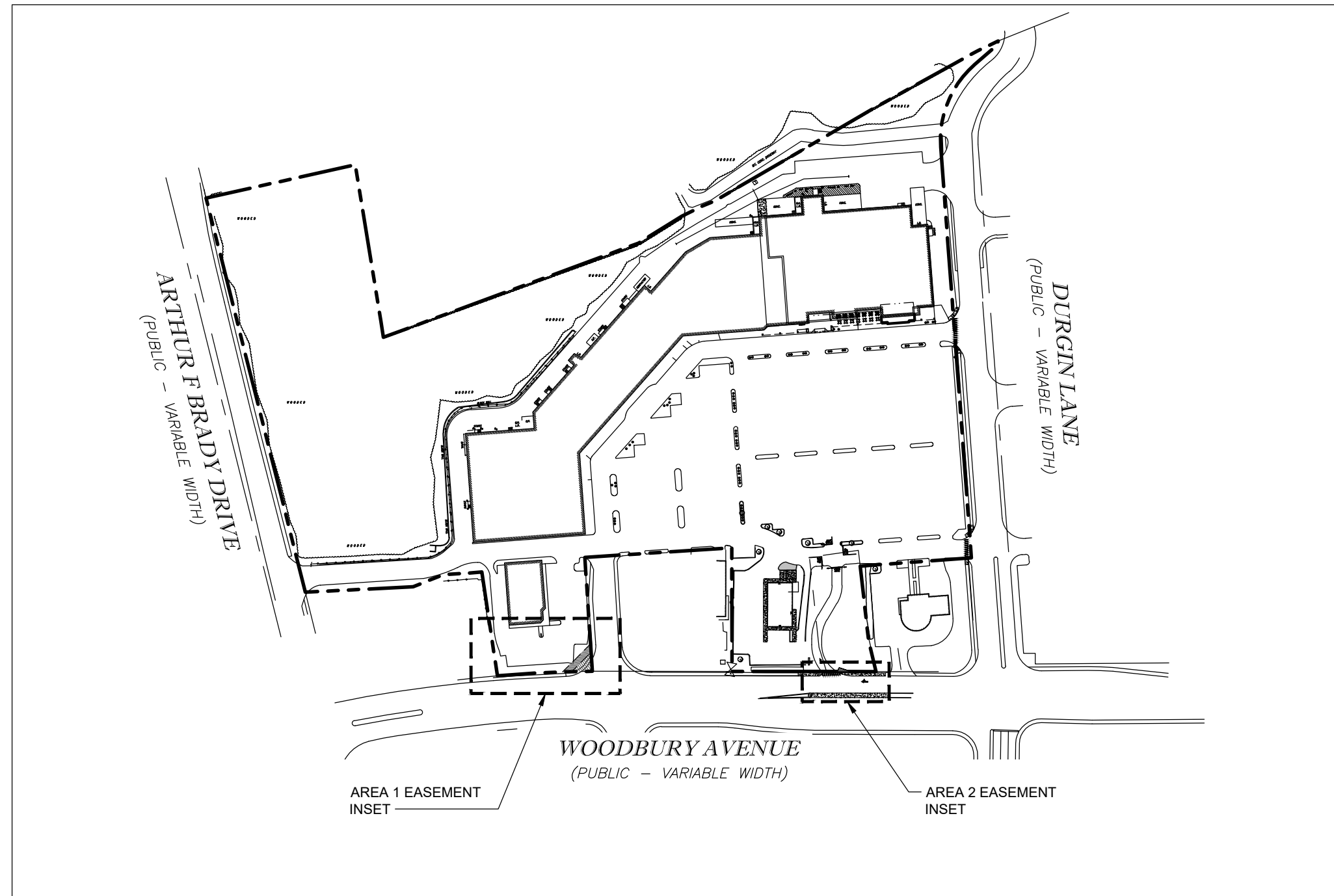
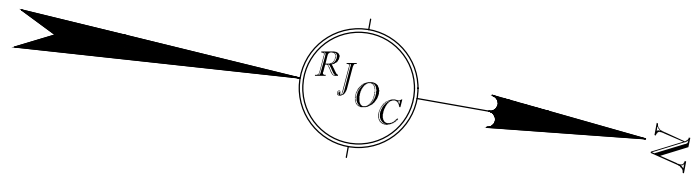
Witness

By: _____
Karen S. Conrad, City Manager Per vote of
the City Council on _____, 2020.

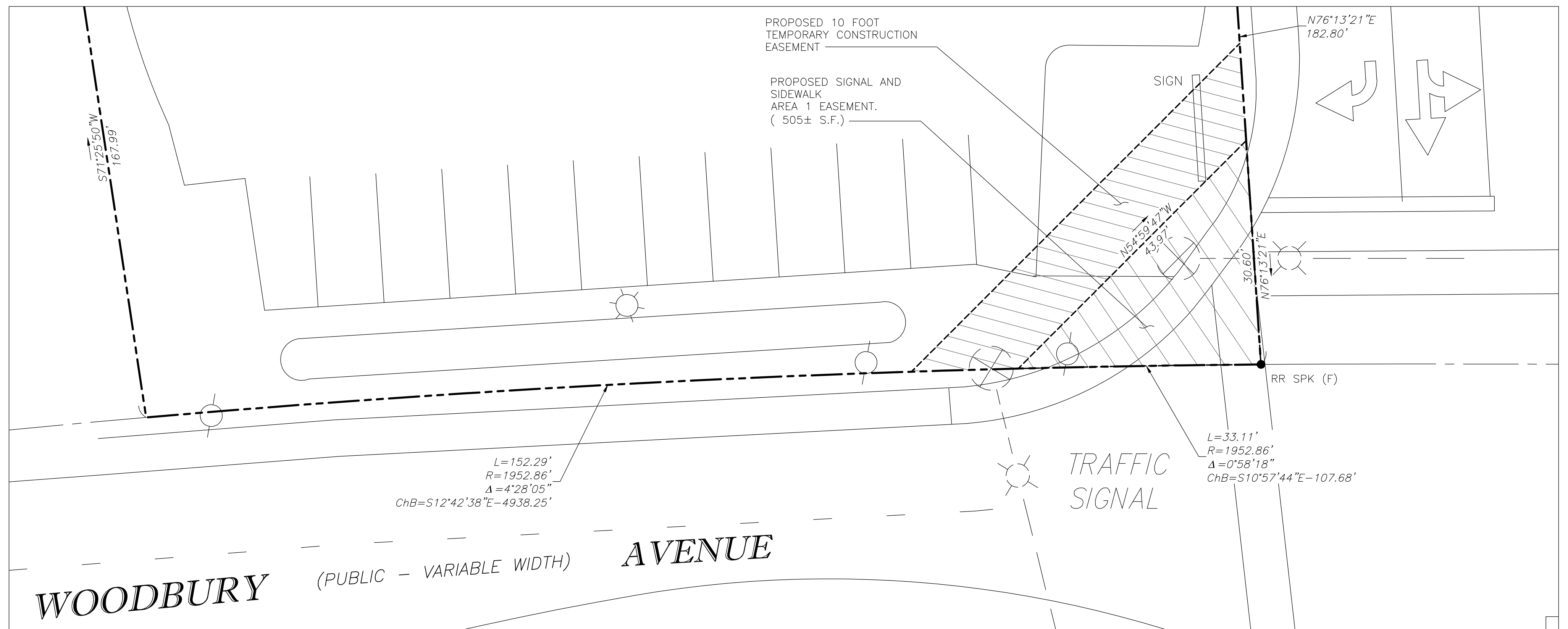
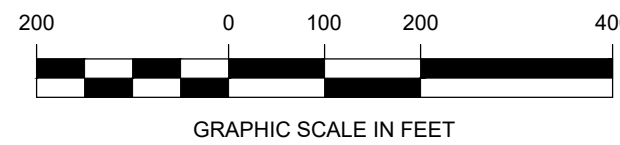
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by Karen S. Conrad, as the duly authorized City Manager of the City of Portsmouth
New Hampshire.

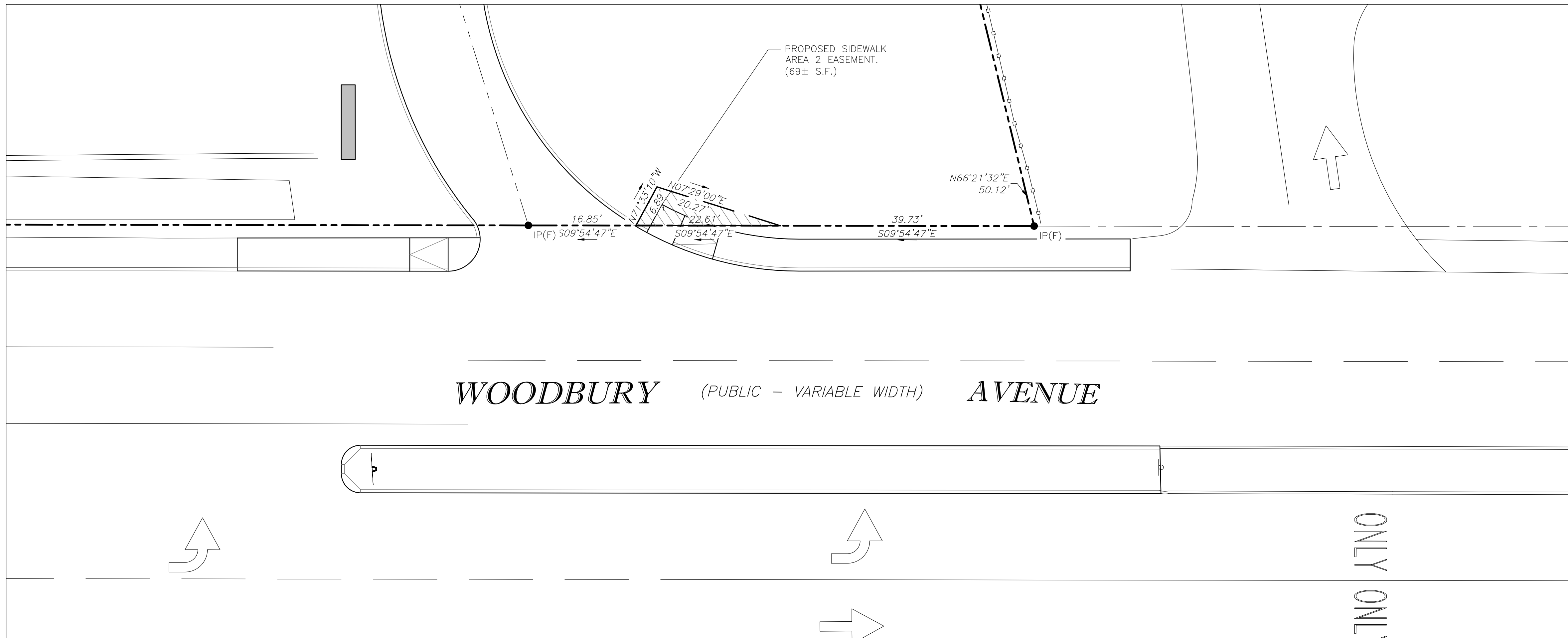
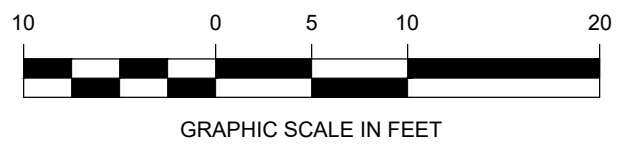
Notary Public:
My Commission Expires:



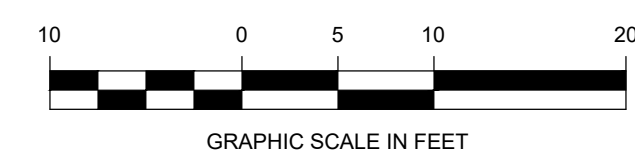
LOCUS
SCALE: 1" = 200'



AREA 1 EASEMENT INSET
SCALE: 1" = 10'



AREA 2 EASEMENT INSET
SCALE: 1" = 5'



No.	REVISIONS	BY	DATE

EASEMENT PLAN
DPF DURGIN SQUARE
1600 WOODBURY AVENUE
PORTSMOUTH, NH
ROCKINGHAM PROPERTY MAP 238 LOT 016
MAP 239 LOT 002

Prepared by: **RJO'CONNELL & ASSOCIATES, INC.**
 CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS
 80 MONTVALE AVENUE
 STONEHAM, MA 02180
 781-279-0180
 FAX: 781-279-0173

Scale: 1" = 10' Date: 11/10/2020

For Professional Seal	City of Portsmouth Planning Board
	Chair _____
	Member _____
	Member _____
	Member _____
Owner of Record DPF 1600 WOODBURY AVE LLC C/O MARVIN F POER & COMPANY 3520 PIEDMONT RD NE SUITE 410 ATLANTA, GA 30305	Member _____
DATE APPROVED: _____	Member _____

DESIGNED BY: SPG	DRAWN/CHECKED TRG	PROJECT No. 16030	SHEET No. SP-3
----------------------------	-----------------------------	-----------------------------	--------------------------

Drawing name: G:\NH\Portsmouth\KeyPoint\Durgin Square\Main\Registry Plan\16030_SP-3_Registry Easement Plan_OVERALL.dwg
Nov 06, 2020 14:43pm

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

SIGNAL and SIDEWALK EASEMENT DEED

DPF 1600 Woodbury Avenue, LLC, a Delaware limited liability company, with an address of c/o Michael Moran, 3520 Piedmont Road NE, Suite 410, Atlanta, GA 30305, hereinafter Grantor, for consideration paid, grant to the CITY OF PORTSMOUTH, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter Grantee, with QUITCLAIM COVENANTS, the following easements with respect to Grantor's real property situate on the westerly side of Woodbury Avenue, in the City of Portsmouth, State of New Hampshire:

Permanent Easement Areas. Two (2) separate permanent and exclusive easements for the purpose of installing, maintaining, repairing and constructing a public sidewalk and traffic signal(s) over and upon a portion of land of Grantor situate at 1600 Woodbury Avenue, Portsmouth, County of Rockingham New Hampshire, as more particularly shown on a plan of land entitled "EASEMENT PLAN – DPF DURGIN SQUARE, 1600 WOODBURY AVENUE, PORTSMOUTH, NH, ROCKINGHAM PROPERTY MAP 238, LOT 016" and marked thereon as "Proposed Signal and Sidewalk Easement" dated November 10, 2020, prepared by RJ O'Connell & Associates, Inc. recorded herewith as Plan No.:# _____, (hereinafter referred to as the Plan), bounded and described as follows:

Easement Area 1: Beginning at railroad spike set at the westerly sideline of Woodbury Avenue at the southeasterly corner of property now or formerly of Richard Fusegni and running S 10°57'24"E a distance of 33.11' along said westerly sideline of Woodbury Avenue, then turning and running N 54°59'26"W a distance of 43.97', then turning and running N 76°13'41"E a distance of 30.60' to the point of beginning, the above described easement having an area of 505 square feet, more or less.

Easement Area 2: Beginning at a point on the westerly sideline of Woodbury Avenue at the northernmost point of the intersection of Woodbury Avenue and a driveway on land of the Grantor, as shown on said plan, and running N 33° 10' 71"W a distance of 6.89 feet, then turning and running N 07° 29' 00" E a distance of 20.27 feet, then turning and running along the westerly sideline Woodbury Avenue S 09° 54' 47" E a distance of 22.61 feet to the point of beginning, the above described easement having an area of 69 square feet, more or less.

Temporary Easement Area for Construction Purposes. The Grantee shall have a temporary non-exclusive construction easement consisting of 10 feet on either side of the Permanent Easement Area 1 as shown on the Plan for purposes of installing and maintaining the

path, subject to all matters of record.

Purpose and Rights. The Grantee shall have a perpetual, permanent, uninterrupted and unobstructed exclusive easement and right of way in, under, across and over the Permanent Easement Area for the purpose of installing, maintaining, repairing and constructing a public sidewalk and traffic signal(s) subject to all matters of record. The Grantor shall not make any improvements to or make any use of the Permanent Easement Area that would interfere with the Grantee's use thereof. 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 and traffic signal(s).

Grantee's Responsibility to Restore: Disturbed areas within the Permanent Easement Area and Temporary Easement Area and any damage caused by Grantee and anyone acting by, through or under Grantee shall be promptly restored at the Grantee's expense.

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 pave or asphalt or install any pipes under Permanent Easement Area without prior written consent of the Grantee.

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.

Easements 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, executor, 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 a permanent easement over a portion of the premises conveyed to the within Grantor by deed dated June 2, 2014 of DSQ Holdings, Inc. recorded in Book 5534 Page 1681 of the Rockingham County Registry of Deeds.

This is an exempt transfer per RSA 78-B:2(I).

DATED this _____ day of _____, 2020

DPF 1600 WOODBURY AVENUE, LLC

DPF 1600 WOODBURY AVENUE LLC, a Delaware limited liability company

By: DCTRT Real Estate Holdco LLC, a Delaware limited liability company, its sole member

By: Black Creek Diversified Property Operating Partnership LP, a Delaware limited partnership, its sole member

By: Black Creek Diversified Property Fund Inc., a Maryland corporation, its general partner

By: _____
Name:
Title:

STATE OF _____
COUNTY OF _____

On this, the _____ of _____, 2020, the foregoing instrument was acknowledged before me by _____ in his/her capacity as _____ of Black Creek Diversified Property Fund Inc., which is the general partner of Black Creek Diversified Property Operating Partnership LP, which is the sole member of DCTRT Real Estate Holdco LLC, which is the sole member of DPF 1600 Woodbury Avenue, LLC, as his free act and deed for the purposes contained therein on behalf of said company.

Justice of the Peace/Notary Public
Printed Name:
My Commission Expires:

After recording return to:
City of Portsmouth
Planning Department
1 Junkins Avenue
Portsmouth, NH 03801

EASEMENTS FOR PUBLIC ACCESS AND USE OF COMMUNITY SPACE

THESE EASEMENTS FOR PUBLIC ACCESS AND USE OF COMMUNITY SPACE ARE GRANTED this ____ day of October, 2020 by **Portsmouth Housing Authority**, a body corporate and politic, having an address of 245 Middle Street, Portsmouth, New Hampshire 03801 (the “Grantor”) and for consideration of One Dollar (\$1.00) paid by the City, and other good and valuable consideration, receipt of which is acknowledged by Grantor, are granted unto the **City of Portsmouth**, a municipal corporation having an address of 1 Junkins Avenue, Portsmouth, New Hampshire (the “City”) with warranty covenants.

WITNESSETH

WHEREAS, Grantor is the owner of a tract of land located at 140-160 Court Street, Portsmouth, New Hampshire, and now or formerly known as City of Portsmouth Tax Map 116, Lot 38 (the “Property”), by virtue of a Quitclaim Deed from Richard C. Philbrick dated May 25, 1964, and recorded at the Rockingham County Registry of Deeds at Book 1736, Page 386, and a Warranty Deed from Paul V. Brown and Edward I. Shaines dated November 10, 1965, and recorded at the Rockingham County Registry of Deeds at Book 1797 Page 20, and a deed from the City of Portsmouth dated July 16, 1968, and recorded at the Rockingham County Registry of Deeds at Book 1920, Page 47, and that certain corrective deed from the City of Portsmouth dated November 22, 1968, and recorded at the Rockingham County Registry of Deeds at Book 1942, Page 12 and a Warranty Deed from Ed Pac, LLC dated March 11, 2020 and recorded at the Rockingham County Registry of Deeds at Book 6091, Page 1934 and a Quitclaim Deed from PHA Housing Development Ltd, and recorded in the Rockingham County Registry of Deeds at Book 6161, Page 807. Reference is also made to a Decree recorded at the Rockingham County Registry of Deeds at Book 1839, Page 307; and

WHEREAS, reference is made to a plan entitled “140-160 Court Street, Master Plan, Community Space, Tax Map 116 – Lot 38, Owner: Portsmouth Housing Authority, Property Located at: 140-160 Court Street, City of Portsmouth, County of Rockingham, State of New

Hampshire” prepared by Ambit Engineering, Inc., dated June 2020, and recorded herewith at the Rockingham County Registry of Deeds (the “Easement Plan”); and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), to be paid by the City, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, Grantor conveys the easements as follows, located in the City of Portsmouth, County of Rockingham, State of New Hampshire (hereinafter referred to as the “Easements”):

1. Pocket Park Easement 1. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Easement Plan as “Pocket Park 1 604 S.F.”
2. Pocket Park Easement 2. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Easement Plan as “Pocket Park 2 7,004 S.F.”
3. Pocket Park Easement 3. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Easement Plan as “Pocket Park 3 804 S.F.”
4. Pocket Park Easement 4. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy, as identified on the Easement Plan as “Pocket Park 4 3,001 S.F.”
5. Plaza Easement. The Grantor hereby grants to the City and declares for the benefit of the public a permanent right to use and enjoy the Plaza as identified on the Easement Plan as “Plaza 1,044 S.F.”

The Easement granted herein shall be subject to the following terms and conditions:

1. **Terms of Public Use:** The Public Use permitted by the Easement shall be governed and determined at the sole discretion of the City, as expressed by the City Manager or the highest-ranking administrative officer of the City, subject to the terms and conditions of this Easement. The City shall provide reasonable notice to the Grantor of an extraordinary event to be scheduled for the easement area, but failure to do so shall not be a breach of this easement.
2. **Rights to Private Property:** This Easement does not convey any right to the public to access or utilize the private property of the Grantor outside the easement area. Grantor’s use of the Easements shall be subject to and regulated through the City of Portsmouth’s rules and ordinances governing public sidewalks.
3. **Maintenance:** Maintenance of the easement area shall be the sole responsibility of the Grantor, its successors or assigns. The City shall have the right, but not the obligation, to access the easement area for the purpose of maintenance, repair or replacement, after providing reasonable notice to the Grantor of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the

Grantor, its successors or assigns.

4. **Encroachments:** The Easement is subject to all existing encroachments of utilities and improvements on, over and under the Easement.

5. **Covenants Run with the Land:** The Easement granted herein shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Grantor, its successors and assigns. This Easement shall be recorded at the Rockingham County Registry of Deeds.

6. **City Ordinance Application:** Any use, public or private, of the Easement shall be subject to, and comply with, all ordinances of the City of Portsmouth.

7. **Notices:** Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

Portsmouth Housing Authority
245 Middle Street
Portsmouth, NH 03801

(or as listed and at the address shown on the City's current Tax Records)

To City:

City Manager (or the highest-ranking administrative officer)
City of Portsmouth, New Hampshire
1 Junkins Avenue
Portsmouth, NH 03801

8. **Amendment:** Grantor, or its successors and/or assigns, and City may mutually agree to amend or modify this Easement for Public Access and Use of Community Space, provided that any such amendment or modification is approved by the City Council at a noticed public hearing, is in writing, signed by both parties, and is consistent with the purpose and intent of the City of Portsmouth Zoning Ordinance. No amendment or modification of this Easement shall take effect unless and until it is recorded at the Rockingham County Registry of Deeds.

9. **Costs and Liabilities:** Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless, and release the City of Portsmouth, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Grantor, relating thereto. Without limiting the foregoing, the City of Portsmouth shall not be liable to Grantor or any other person or entity in connection with any entry upon the Property pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by

or threatened against Grantor or any other person or entity, except as such claim, liability, damage, or expense is the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.

10. Applicable Law: This Easement shall be construed and interpreted according to the substantive laws of the State of New Hampshire.

11. Community Space Easement to Bind Successors: The provisions of this Easement shall be binding upon and inure to the benefit of Grantor and its successors and assigns. The Easement shall be appurtenant to, and for the benefit of, the City and shall run with title to the Property and shall continue in perpetuity.

Meaning and intending to convey an easement over a portion only of the Property.

This is an exempt transfer pursuant to RSA 78-B:2(I).

IN WITNESS WHEREOF, Grantor and City have executed this Easement for Public Access and Use of Community Space as set forth, below.

Grantor:
Portsmouth Housing Authority

By: _____
Craig Welch, Executive Director

Grantee:
City of Portsmouth, New Hampshire

By: _____
Karen S. Conard, City Manager

As authorized by vote of the Portsmouth City Council taken on _____.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

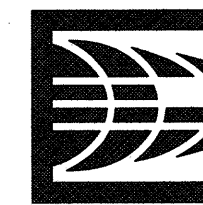
On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Craig Welch, Executive Director of Portsmouth Housing Authority, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this _____ day of _____, 2020, before: me, the undersigned notary public, personally appeared Karen S. Conard, City Manager of the City of Portsmouth, New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as stated therein and voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

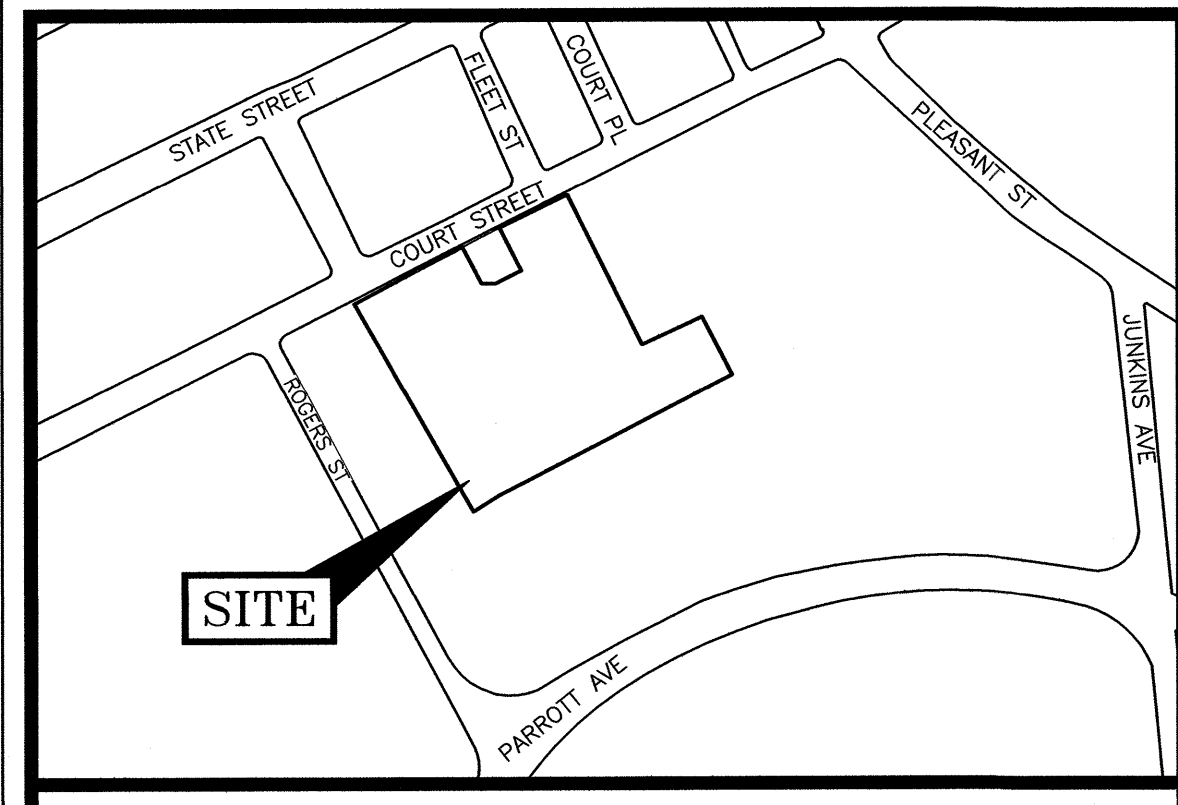


AMBIT ENGINEERING, INC.
Civil Engineers & Land Surveyors

200 Griffin Road - Unit 3
Portsmouth, N.H. 03801-7114
Tel (603) 430-9282
Fax (603) 436-2315

NOTES:

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 116 AS LOT 38.
- 2) OWNER OF RECORD:
PORTSMOUTH HOUSING AUTHORITY
245 MIDDLE STREET
PORTSMOUTH, NH 03801
R.C.R.D BK 1736, PG 386, BK 1797 PG 20
AND BK 1920, PG 47
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 3301SC0259E. EFFECTIVE DATE 5/17/2005.
- 4) EXISTING LOT AREA:
N/F
CITY OF PORTSMOUTH
1 JUNKINS AVENUE
PORTSMOUTH, NH 03801
286/35
62,450 S.F.
1.4337 ACRES
- 5) PARCEL IS LOCATED IN THE CHARACTER DISTRICT 4 (CD4) ZONING DISTRICT.
- 6) DIMENSIONAL REQUIREMENTS:
SEE ZONING ORDINANCE
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF COMMUNITY SPACE EASEMENTS ON THE SUBJECT PARCEL.



LOCATION MAP

SCALE: 1"=200'

LEGEND:

- N/F NOW OR FORMERLY
- RP RECORD OF PROBATE
- RCRD ROCKINGHAM COUNTY
- RR SPK RAILROAD SPIKE
- 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
- BND w/DH BOUND WITH DRILL HOLE
- ST BND w/DH STONE BOUND WITH DRILL HOLE

ABUTTER LIST

- 116 29 N/F ALEXANDER BRIAN CHOQUETTE REVOCABLE TRUST ALEXANDER B. CHOQUETTE, TRUSTEE 115 COURT STREET PORTSMOUTH, NH 03801 5689/2281
- 116 10 N/F PORTSMOUTH SAVINGS BANK/BANK OF NEW HAMPSHIRE 380 WELLINGTON STREET 12TH FLOOR LONDON, ON N6A 4S4
- 116 26 N/F ERIC D. WEINRIEB 133 COURT STREET PORTSMOUTH, NH 03801 3260/2062
- 116 28 N/F KWA, LLC 636 PORTLAND AVENUE ROLLINSFORD, NH 03869 5492/2069
- 116 9 N/F PORTSMOUTH SAVINGS BANK/BANK OF NEW HAMPSHIRE 380 WELLINGTON STREET 12TH FLOOR LONDON, ON N6A 4S4
- 116 37 N/F ED PAC LLC 242 CENTRAL AVENUE DOVER, NH 03820 4679/151 D-42016
- 116 39 N/F 110/112 COURT STREET CONDOMINIUM D-27842
- 116 40 N/F ANDREW S. REED & HEATHER L. REED 165 WEST ROAD RYE, NH 03870 5350/479
- 116 41 N/F JOSEPH ALMEIDA AND ZULMIRA D. ALMEIDA REVOCABLE TRUST OF 2010 JOSEPH ALMEIDA & ZULMIRA D. ALMEIDA, TRUSTEES 27 ROGERS STREET PORTSMOUTH, NH 03801 5152/1977
- 116 42 N/F PAUL G. ELKINS & PATRICIA L. ELKINS 35 ROGERS STREET PORTSMOUTH, NH 03801 3522/2872
- 116 43 N/F PAUL G. ELKINS & PATRICIA L. ELKINS 35 ROGERS STREET PORTSMOUTH, NH 03801 2786/1705

PLAN REFERENCES:

- 1) LOT LINE RELOCATION PLAN, TAX MAP 116 - LOTS 38 & 37 FOR PORTSMOUTH HOUSING AUTHORITY, OWNERS PORTSMOUTH HOUSING AUTHORITY 245 MIDDLE STREET PORTSMOUTH, NH 03801, ED PAC, LLC 242 CENTRAL AVENUE DOVER, NH 03820, PARCEL LOCATION 140 COURT STREET, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE. PREPARED BY AMBIT ENGINEERING, INC. DATED FEBRUARY 2018, FINAL REVISION DATE OCTOBER 10, 2019. R.C.R.D. PLAN D-41899.
- 2) BOUNDARY PLAN OF LAND, TAX MAP 116 - LOT 37 PREPARED FOR: PORTSMOUTH HOUSING AUTHORITY, OWNER: ED PAC, LLC, 152 COURT STREET, CITY OF PORTSMOUTH, COUNTY OF ROCKINGHAM, STATE OF NEW HAMPSHIRE. PREPARED BY AMBIT ENGINEERING, INC. DATED FEBRUARY 2020. R.C.R.D. PLAN D-42016.

COMMUNITY SPACE AREA LOT 38

OPEN SPACE	AREA (S.F.)	TYPE OF OPEN SPACE
1	604	POCKET PARK
2	7,044	POCKET PARK
3	860	POCKET PARK
4	3,001	POCKET PARK
5	1,044	PLAZA
TOTAL	12,553	TOTAL COMMUNITY SPACE
LOT SIZE	62,450	
% OPEN SPACE	20%	

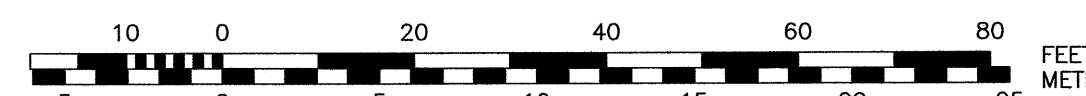
1,044 S.F. OF PLAZA
11,509 S.F. OF POCKET PARKS

12,553 S.F. (20%) OF PROPERTY AREA

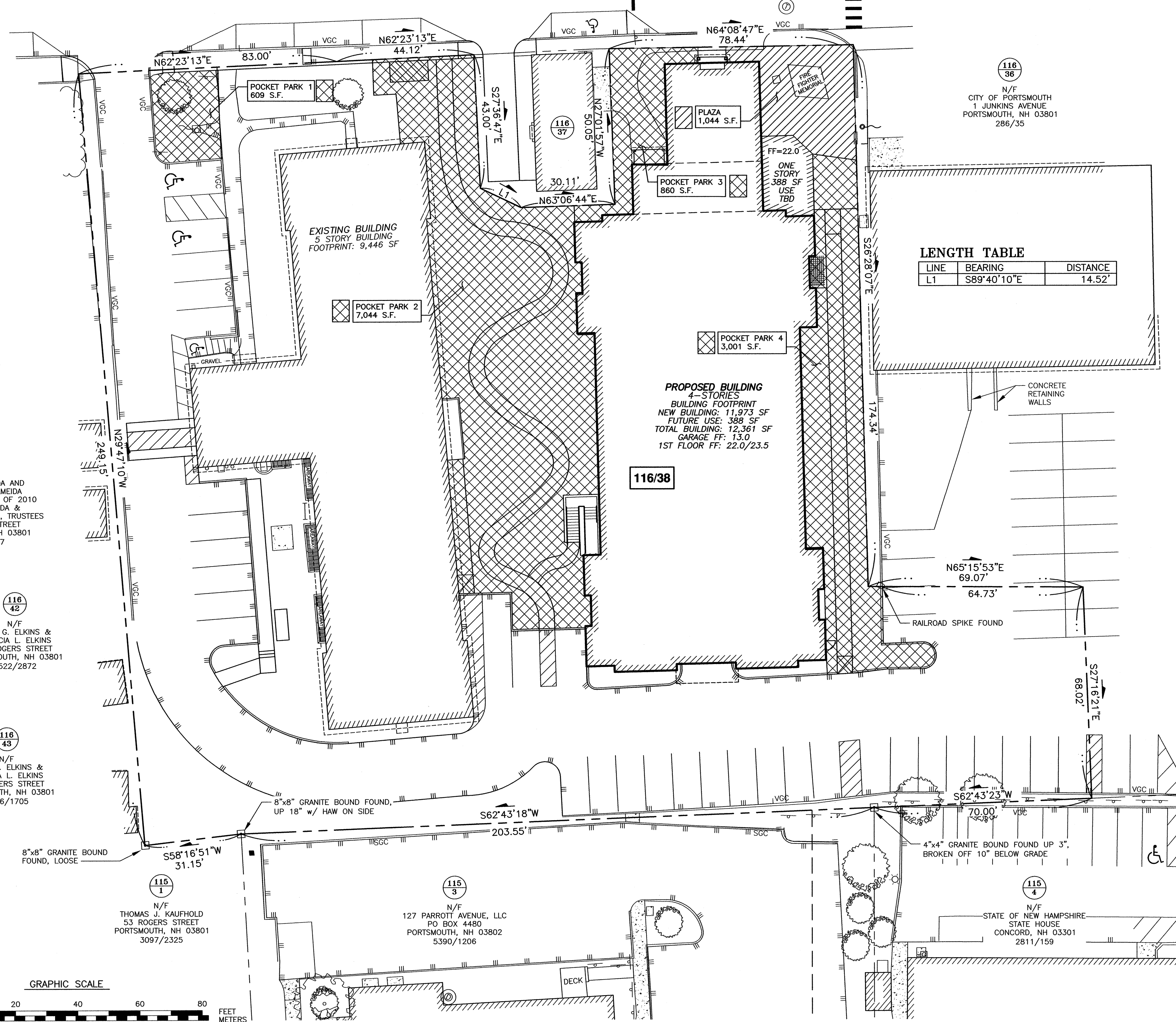
I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000.

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

GRAPHIC SCALE



JOHN R. CHAGNON, LLS 738 DATE



LENGTH TABLE

LINE	BEARING	DISTANCE
L1	S89°40'10"E	14.52'

NO.	DESCRIPTION	DATE
0	ISSUED FOR COMMENT	6/2/20

REVISIONS

**140-160 COURT STREET
MASTER PLAN
COMMUNITY SPACE
TAX MAP 116 - LOT 38**
OWNER:
**PORTSMOUTH HOUSING
AUTHORITY**
PROPERTY LOCATED AT:
140-160 COURT STREET
CITY OF PORTSMOUTH
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE



TO: Portsmouth City Council
FROM: Citizen Response Task Force (CRTF)
DATE: November 4, 2020
RE: Extending the Portsmouth Mask Ordinance #03-2020 beyond the Expiration Date of January 4, 2021

Citizen Response Task Force

James Petersen, Petersen Engineering,
Co-Chair
Mark Stebbins, ProCon Construction,
Co-Chair
Karen Conard, City Manager
Kim I. McNamara, City Health Officer

Streets Subcommittee

Mark Stebbins, ProCon Construction
(Chair)
Deb Anthony, GATHER
State Sen. Martha Fuller Clark
Alan Gold, EDC, Gold & Partners
Sarah Lachance, EDC
Valerie Rochon, Chamber Collaborative
of Greater Portsmouth

Bridge Street Subcommittee

Russ Grazier, Jr., PMAC (Chair)
Karen Bouffard, Kaffee VonSolln
John Golumb, POCO's
Jeffrey Goss, Clipper Tavern
Jim Lee, RE/MAX
Joe Scarlotto, The Shanty

Health Subcommittee

Ann Birner, Pharm D (Chair)
Kathryn Lynch, DNSc, RN [ret], CCRN
Bianca Monteiro, MD, FCCP
Kim McNamara, MS, BS, REHS,
City Health Officer
James Petersen, P.E., Petersen
Engineering

The Citizen Response Task Force was created by the Portsmouth NH City Council in June 2020, "to help the City quickly and safely respond to the Governor's guidelines for reopening, in Portsmouth."

The Citizen Response Task Force and its Health Subcommittee respectfully request that the City Council extend the current Mask Ordinance, implemented on September 15, 2020, beyond its current expiration date of January 4, 2021. In reviewing the current data on trends in COVID-19 infections in Rockingham County, increasing hospitalizations in New Hampshire, the rate of positivity in nearby Massachusetts, and well-documented research that masks are effective in reducing further community transmission of the virus, the CRTF believes it is critically important to avoid any lapse in this important protective measure for the community.

The CRTF advocated the adoption of the Mask Ordinance in our memos of July 28 and August 27, 2020. We believe the continuing widespread and appropriate use of facial coverings is a vital strategy to reduce the risk of viral transmission. Anecdotal evidence and Health and Police Department observations suggest that since passage of the Mask Ordinance, the appropriate use of masks, especially downtown, has markedly increased. Further, the Mask Ordinance has provided important backing to restaurant, shop and business owners who are required to enforce mask wearing by employees and patrons under the Governor's Guidelines. To our knowledge, no citations have been issued, and education continues to be paramount.

New Hampshire is currently experiencing lower rates of COVID-19 infection than many parts of the country. Compliance with the Governor's Guidelines and assertive local efforts to "flatten the curve" and reduce the risk of widespread infection have likely contributed to this relative success. Nevertheless, with the advent of autumn, colder weather, and more activity moving inside, case numbers have increased in Portsmouth, statewide, and bordering areas of Maine and Massachusetts. Recently, testing has identified more cases of infection statewide, while "positivity" – the percentage of tests that are positive -- has also risen, as have hospitalizations.

Since the Mask Ordinance was passed, further understanding regarding the role of airborne transmission of the virus, particularly indoors, has emerged. Reports from several outbreak investigations have shown that the virus can spread particularly effectively in crowded, confined indoor spaces. Continued vigilance to public health protective measures such as masking will be critically important as more time is spent indoors during the months of winter and early spring. (For more information on the role of air quality and ventilation during the pandemic, please see the Ventilation FAQs document developed by the CRTF and posted on the City website).

The CRTF earnestly requests your immediate action to extend the effective date of Mask Ordinance #3-2020 to read "until revoked."

received
11/2/20

November 2, 2020

The Honorable Mayor Richard Becksted
Portsmouth City Council
1 Junkins Ave
Portsmouth NH 03801

Subject: Request for release of paper street contiguous to 45 Cliff Rd (map 223, lot 11) pursuant to NH RSA 231:51 and 231:52-294

Dear Mayor Becksted and Members of the Council:

Please consider this a formal petition for the release of all right, title and interest the City has for the undeveloped paper street portion of Cliff Rd, to the centerline of where it abuts our property, pursuant to NH RSA 231:51 and 231:52. Abutting property owners Kevin Smith and Christina D'Allesandro (map 223, lot 12) are filing a similar request.

The initial straight portion of Cliff Rd coming off of Sagamore Avenue has been known as a street at least since the 1930's (listed in "The Place Names of Portsmouth by Nancy Grossman). The bottom of the "L" portion of Cliff Rd was developed in 1952.

I purchased the above referenced lot in September, 2000, deed: Bk 3507, pg 1713, (attachment 1), and in that deed, it calls out "situate off Cliff Rd"..... and "Beginning at a point of a proposed street called Cliff Rd". This is in contrast to my neighbor that is on the blacktop "L" portion of Cliff Rd (developed in 1952), at 89 Cliff Rd, whereas their deed, Bk 5047, pg 2795, (attachment 2) states "situated on northeasterly side of Cliff Rd".... and "running by said Cliff Rd".

City of Portsmouth Tax Map shows Cliff Rd as extending further past 45 Cliff Rd, however, this extension was never graded, marked, nor constructed and has never been used by the public. The Street Approval Ordinance of June 15, 1950, Chapter XXXLV, "Laying Out of Streets", required acceptance of a street to include "shall be laid out to an approved level and grade". The non-developed portion of Cliff Rd is not graded, and in fact is still 4-6 feet tall of exposed ledge. (attachment 3)

As per the blacktop street and historic use, Cliff Rd is an "L" shape, coming from Sagamore Ave, and bearing left at the edge my property and my neighbor to the north (71 Cliff Rd), as shown on the aerial photo attachment 4). Google maps shows the paper street portion, and shows my driveway veering off at an angle from the corner of the "L". (attachment 5)

As the paper street portion of Cliff Rd was dedicated to public use over 65 years ago and has not been developed, graded, built, opened, nor used for public travel where it abuts my property, per RSA 231:51, it should be released by the City, and since it is not needed for public travel, it should be released by the City, per RSA 231:52. In examination of City records, there is

no evidence found, of formal acceptance by the City Council vote in the years from 1923 though 1993, well after the allowed time of acceptance, per the RSA in force at the time.

We believe the non-constructed portion of Cliff Rd was never accepted, and should have reverted to the abutting owners in 1972, and the City no longer has any interest in the paper street. In order to clarify the record to create clean title for the abutting owners, we request the City confirm the release of its right, title and interest in and to, the non-constructed portion of Cliff Road pursuant to RSA 231:51 and RSA 231:52.

I respectfully request that the City formally resolve the disparity, and relinquish its rights to this portion of Cliff Rd.

Respectfully yours,
Glenn Lael

Attachment 1

←Back

BK 3507PG 1713

WARRANTY DEED

KNOW EVERYONE BY THESE PRESENTS, That

Jeffrey R. Andrews, unmarried

of 45 Cliff Road, Portsmouth, New Hampshire 03801

for consideration paid, grant to Glenn T. Lacl ,

of 3B Rogers Road, Kittery, Maine 03904

with warranty covenants

A certain lot or parcel of land, with the buildings thereon, situate off Cliff Road, so-called, in Portsmouth in the County of Rockingham and State of New Hampshire, and more particularly bounded and described as follows:

Beginning at a point in the Westerly sideline of a proposed street called Cliff Road at the Southerly corner of land now or formerly of Thomas F. Tomkinson; thence turning and running North 70° 31' East by land now or formerly of Thomas F. Tomkinson one hundred twenty-five (125) feet, more or less, to the center of the road leading to the Walker Bungalow, so-called; thence turning and running Southeasterly by the center of said road one hundred twenty (120) feet to a corner at other land now or formerly of Joseph H. and Elizabeth Tomkinson; thence turning and running South 70° 31' West by other land now or formerly of Joseph H. and Elizabeth Tomkinson one hundred twenty (120) feet, more or less, to the sideline of said proposed street; thence turning and running North 24° 29' West by said proposed street one hundred twenty (120) feet to the point of beginning.

053857

The above described premises are conveyed subject to the covenants, conditions, and restrictions set forth

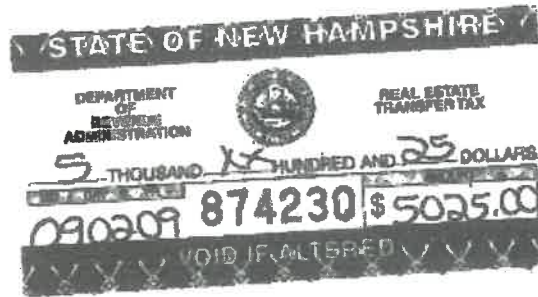
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1 of 1

Contact FAQ

Attachment 2

←Back

BK 5047 P6 2795



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Stacy Tarazewich, Single, of 89 Cliff Road, Portsmouth NH 03801, for consideration paid grant(s) to Gregory S. Norris and Corinne G. Norris, Husband and Wife, of 312 Miller Avenue, Portsmouth NH 03801, as joint tenants with rights of survivorship, with WARRANTY COVENANTS:

A certain lot or parcel of land, with the buildings thereon, suited on the Northeasterly side of Cliff Road, so-called in the City of Portsmouth, County of Rockingham and State of New Hampshire said parcel being more particularly bounded and described as follows:

Beginning on the Northeasterly side of Cliff Road at a stake in the ground at the Northwesterly corner of land now or formerly of Thomas F. Tomkinson, at the Southwesterly corner of the premises herein conveyed; thence running by said Cliff Road N 25° 44' W one-hundred eighteen and five-tenths (118.5) feet to a stake in the ground at land now or formerly of Fran W. Turbyne and Emerald W. Trubynce; thence turning and running by said Turbyne land N 70° 31' E one

044377

9 SEP -2 PM 1:17

Reset



GO TO PAGE

Go 1 of 2

Contact FAQ

Attachment 3



Attachment 4



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Search Attachment 5



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Google

Imagery ©2020 Maine GeoLibrary, Map data ©2020 United States Terms Send feedback 20 ft

Essary infrastructure projects
the decisions made by prior

CITY COUNCIL E-MAILS

November 16, 2020 Council Meeting

October 19, 2020 (after 3:00 p.m.) – November 13, 2020 (before 9:00 a.m.)

Due to the large volume of e-mails received, a PDF compilation can be found as an attachment on the November 16, 2020 City Council meeting posting on the website

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

Mayor Becksted and City Councilors:

I would like to request to be put on the City Council's agenda for this upcoming Monday 11/16. I am making this request because I would like to ask for permission to retain the ability to use the space on Commercial Alley for the four tables I have had for the last five months, through the month of December. All of these tables and heat lamps are moved to private property when they are not being used, leaving the alleyway completely clear. These additional four tables will be crucial on any night in December that might have seasonally warmer temperatures to create lost revenue the restaurant expects to experience in the upcoming months. On extremely cold nights and nights when we may experience plowable snow, we do not have any intention to use this space. We very much appreciate your time and consideration in this matter.

Thank You!

John Akar

--

John Akar
Proprietor/GM
Cava

CITY OF PORTSMOUTH

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



Karen S. Conard
City Manager

November 4, 2020

Dennis Deziel, Regional Administrator
US EPA, Region 1
5 Post Office Square, Suite 100 (06-1)
Boston, MA 02109-3912

RE: Draft National Pollutant Discharge Elimination System (NPDES) Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire (NPDES General Permit: NHG58A000)

Dear Administrator Deziel:

The City of Portsmouth, New Hampshire, which operates two wastewater treatment facilities that discharge to the Piscataqua River, writes in support of an expedited review of the Great Bay Total Nitrogen General Permit (NPDES General Permit: NHG58A000). The City understands that the final permit is being submitted by Region 1 to the Environmental Protection Agency's Office of Water, the Office of General Counsel, and the Office of Management and Budget for review.

The City of Portsmouth has pending a NPDES permit application to expand its Pease Wastewater Treatment Facility that it operates to support Pease International Tradeport tenants. That expansion can best proceed with knowledge of the permit conditions under which it will be required to operate.

The City does not know the final contents of the draft permit and thus this request for expedited review is without waiver of any of the City's rights to appeal any portion of the permit. That stated, the City is guardedly optimistic that Region 1 has taken into account the many comments it has received and recognizes the commitment that Portsmouth and the other Great Bay communities have made, and will continue to make, to improve water quality in the Estuary.

Sincerely,

Karen S. Conard
City Manager

KSC/smw/smr

cc: Robert Scott, Commissioner, NHDES
Suzanne Woodland, Deputy City Attorney
Terry Desmarais, City Engineer