CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, AUGUST 21, 2017           TIME: 6:30 PM

AGENDA

6:30pm – Work Session Re: Senate Bill 191, Relative to Keno

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

PRESENTATIONS

1. Statistical Revaluation Update, Rosann Maurice Lentz, Assessor; Representative from Vision & Property Valuation Advisors

V. ACCEPTANCE OF MINUTES – AUGUST 7, 2017

VI. PUBLIC COMMENT SESSION

VII. PUBLIC HEARING

A. PURSUANT TO RSA 31:95-b, II (a) WHERE THE CITY COUNCIL WILL ACCEPT AN ADDITIONAL APPROPRIATION OF HIGHWAY BLOCK GRANT FUNDS IN THE AMOUNT OF $369,065.05 IN ACCORDANCE WITH SENATE BILL 38 ADOPTED BY THE LEGISLATURE (Action to follow public hearing. Sample motion – move to accept and expend the funds)

VIII. APPROVAL OF GRANTS/DONATIONS

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

IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

A. First Reading of Proposed Ordinance Amendments to Chapter 4 Pertaining to the City's Food Licensing and Regulations by striking Articles I-V in its entirety and replaced with new language

X. CONSENT AGENDA

(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)

A. Letter from Barbara Massar, Pro Portsmouth, requesting to produce the following:
   - First Night Portsmouth 2018, Sunday, December 31, 2017
   - Children’s Day, Sunday, May 6, 2018; Noon to 4:00 p.m.
   - 41st Annual Market Square Day Festival & 10K Road Race, Saturday, June 9, 2018; 9:00 a.m. – 4:00 p.m.
• 16th Annual Summer in the Street, Saturday evenings 5:00 p.m. – 9:30 p.m. – June 30, July 7, 14, 21 and 28, 2018
  (Anticipated action – move to refer to the Acting City Manager with power)

B. Letter from Matt Junkin, Seacoast Rotary, requesting permission to hold the 9th Annual Turkey Trot 5K on Thanksgiving November 23, 2017 at 8:30 a.m. (Anticipated action – move to refer to the Acting City Manager with power)

C. Letter from Melissa Walden, American Lung Association, requesting permission to hold the Cycle the Seacoast Ride on Sunday, May 6, 2018 (Sample motion – move to refer to the Acting City Manager with power)

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

A. Letter from Joanne Ravgiala regarding Prescott Park, High-Hanover Garage and State Street Saloon Fire

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. ACTING CITY MANAGER

City Manager’s Items Which Require Action:

1. Request for Approval of Tentative Agreement between the Portsmouth School Board and the American Federation of State, County and Municipal (AFSCME) Council 93, AFL-CIO School Custodial

2. Release of Request For Proposals for McIntyre Building

3. Approve License Request Re: 177 State Street

4. Approval of License Request Re: 175 Market Street

Acting City Manager’s Informational Items:

1. Events Listing
2. Water Street Parking Memorandum
3. Doble Transfer and Senior Center Update
4. Vaughan-Worth-Bridge Strategic Planning Committee
5. News Release Re: Pre-Construction Meeting – Chestnut Street Streetscape Improvements

B. MAYOR BLALOCK

1. Appointments to be Considered:
   • Alan Gold to the Economic Development Commission
   • Lindsay Gallant to the Sustainable Practices Blue Ribbon Committee

2. *Appointments to be Voted:
   • Reappointment of Marylou McElwain to the Parking & Traffic Safety Committee

3. Resignation of John Bosen from the Economic Development Commission
C. ASSISTANT MAYOR SPLAINE

1. Toxic-Free Natural Alternatives For Weed and Pest Control (Proposed motion - That the City of Portsmouth commits to stop using toxins in public places, to encourage toxin-free property maintenance for all new developments, and to provide education to businesses and residents about organic property maintenance and natural alternatives for weed control.)

D. COUNCILORS DWYER, SPEAR AND PEARSON

1. Rule 42 – PUBLIC’S RIGHT TO KNOW GUARANTEED is hereby amended by the addition of the following paragraph:

   In addition to the foregoing, any e-mails which are received by the City on behalf of the entire City Council shall be entered into the public record by the City Clerk. Any person addressing an e-mail to the entire City Council shall be provided with the option to have such person’s e-mail entered into the City Council packet and public comment record for the meeting. Only e-mails which include the name and address of the sender shall be provided to the City Council and thus be subject to the rule. Any public comment received by e-mail subject to this rule shall be updated after the Council agenda packet is released and prior to noontime on the day of the Council meeting to which the packet is addressed. Any public comments received after such noontime deadline shall be distributed to the individuals Councilors, but shall not become part of the public record of the meeting.

Rule 43 – Moved that City Council Rule 43 PUBLIC COMMENT SECTION is hereby deleted in its entirety and replaced with the following:

43. COUNCIL – PUBLIC DIALOGUE

   The City Council shall hold a Council – Public Dialogue session during the period which is forty-five minutes (45) before any otherwise scheduled City Council business (including non-public sessions and work sessions), on the night of every regularly scheduled Council meeting. At such Council – Public Dialogue Sessions the Council, the City Manager and any appropriate staff as determined by the City Manager shall welcome all interested individuals for an informal dialogue session. The purpose of this session is to provide an opportunity for members of the public to directly interact with members of the Council, the City Manager and any appropriate staff as determined by the City Manager from time to time. By vote of the Council, such Council – Public Dialogue sessions may be scheduled to be held at other times and in other locations in the City beyond City Hall. All Council – Public Dialogue sessions shall be held in accordance with RSA 91-A, the Right-to-Know Law by notice being made and minutes being taken.
Be it further moved that Council Rule 7, ORDER OF BUSINESS, be amended by the deletion of Item VIII Public Comment Session and the renumbering of the remaining items in the Council order of business.

Rule 45 – PUBLIC HEARINGS, be amended by the addition of the following:

C. The order of presentation of all public hearings shall be as follows:

1. Any presentation related to the public hearing offered by the City administration

2. City Council questions and deliberation regarding the subject matter of the public hearing

3. Public hearing speakers

4. Additional Council questions and deliberations

D. Subsequent to the process described above, any public hearing which results in the requirement of a City Council vote shall be immediately followed by that vote

Be it further moved that City Council Rule 7, ORDER OF BUSINESS, be amended by the deletion of items XI Consideration of Resolutions and Ordinances and the renaming of item IX to Public Hearings and Votes on Ordinances and/or Resolutions and the renumber of all remaining provisions.

E. COUNCILOR LOWN

1. Keno

F. COUNCILOR DENTON

1. Carbon Free and Dividend Resolution

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT

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

*Indicates Verbal Report
INFORMATIONAL ITEMS

1. Notification that the minutes of the June 14, 2017 and July 12, 2017 meeting of the Conservation Commission are now available on the City’s website
2. Notification that the minutes of the July 5, 2017 meetings of the Site Review Technical Committee are now available on the City’s website

NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.
COUNCILOR LOWNHAD SEVERAL QUESTIONS ON HOW KENO WILL FUND FULL TIME KINDERGARTEN, WHETHER THE CITY WILL RECEIVE THE FUNDS AND WHETHER RECEIPT OF THE FUNDS IS CONTINGENT UPON THE CITY EXERCISING ITS LOCAL OPTION TO PERMIT KENO UNDER THE NEW LAW, SB 191-FN, CHAPTER 229 LAWS OF 2017 ATTACHED.

There have been different interpretations of the statutory language of this new law. The City reached out to Caitlin Davis, an Auditor from the Department of Education. Based upon the Department of Education's interpretation of the statute, the City will receive a kindergarten grant of $1,100 per student and the grant is not contingent upon the City exercising its local option to permit KENO.

The statute adds a new section to RSA 198:48-c regarding Kindergarten Grants. There is no language in the statute that links receipt of the kindergarten grant with a municipality exercising its local option to permit KENO. Each school district will receive $1,100 for each kindergarten student attending a full-day kindergarten program. This additional kindergarten grant will be paid by the Commissioner of Education to the school districts from the Education Trust Fund, which is funded by the lottery, real estate transfer tax, tobacco tax, business enterprise tax, among other things pursuant to RSA 198:39. Under the new law, KENO profits will also be added to the Education Trust Fund. For FY 2019, this $1,100 grant will be paid irrespective of the amount of KENO profits added to the Education Trust Fund. This kindergarten grant is in addition to and separate from the current per pupil adequacy education formula. The City of Portsmouth does not qualify for any adequacy education grants from the State.
The statute further provides that if KENO revenues are sufficient in FY 2020 and each fiscal year thereafter, the grant of $1,100 for each kindergarten student could be increased up to the amount of “the remaining ½ of each average daily membership”. By way of background, under the current law, kindergarten students are calculated as ½ of average daily membership (“ADMA”) in the very complex education funding formula\(^1\). To put simply numbers to the current law, if the adequacy and differential aid per student is $4,000 in a school district, and they are currently counted as 1/2, that leaves a $2,000 deficit per full time kindergarten student. The new statute is trying to pay that $2,000 deficit to the school districts through the additional kindergarten grant funded by the Education Trust Fund. The amount of the kindergarten grant will vary from one school district to another because differential aid varies district to district.

Any increase in the additional kindergarten grant over the $1,100 in FY 2020 and beyond is dependent upon sufficient KENO funds being raised. The statute states that if KENO funds are not sufficient to fund the full increase described above, the “revenue shall be prorated proportionally based on entitlement among the districts entitled to a grant.” The statute is silent on how “proportionality” will be calculated. In speaking with Caitlin Davis from the Department of Education, she opined that clarifying legislation is needed to define how this “proportionality” will be calculated. It is important to note, however, that the new statute provides that the kindergarten grant amount will never be less than $1,100.

cc: Nancy Colbert Puff, Deputy City Manager
    Robert P. Sullivan, City Attorney
    Steve Bartlett, Business Administrator

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\(^1\) The adequacy formula estimates that the cost of an adequate education per pupil is $3,581.27. If a certain percentage of students receive free and reduced lunch, special education services, or other factors specified in the education funding statute, a particular dollar amount is added to the adequacy figure. This is called differentiated aid. Once this figure is established per school district, it is multiplied by the Average Daily Membership in Attendance (“ADMA”) (basically the school population). Under the current formula, kindergarten students are counted as ½ for the ADMA.
August 10, 2017

Mayor Jack Blalock
Members of the City Council
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Blalock and Members of the City Council,

I respectfully request to be placed on the agenda of the Portsmouth City Council meeting scheduled for August 21, 2017 to discuss the newly-passed Senate Bill 191, relative to Keno and the funding of full-day kindergarten in New Hampshire.

The bill, attached for your reference, requires that cities and towns must vote on whether to allow the operation of keno games within their municipality. My intention is to answer any questions you or the public may have about the game, discuss the anticipated revenues and benefits to education and local business owners, and to determine the process for placing the question on the ballot for the city’s November 7 election.

I am available to answer any questions that you may have prior to the City Council meeting, and appreciate the opportunity to appear before the body to discuss the initiative and the process going forward.

Sincerely,

Charles R. McIntyre
Executive Director

CRM/cn
Enclosure

cc: John Bohenko, City Manager
SENATE BILL 191-FN

AN ACT establishing keno and relative to funding for kindergarten.


COMMITTEE: Education

AMENDED ANALYSIS

This bill establishes keno in New Hampshire and establishes a program to provide grants to kindergarten students.

Explanation: Matter added to current law appears in bold italics. Matter removed from current law appears [in brackets and struck through.] Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.
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commission.

III. The application form shall be fully completed by the licensee.

IV. Applicants for commercial premises keno licenses shall be submitted at least 30 days
before the first game date.

V. The applicant shall certify under oath that:

(a) The information provided on the application is accurate.

(b) Neither the applicant nor any employee will operate keno games if such person has
been convicted of a felony within the previous 10 years which has not been annulled by a court, or a
misdemeanor involving falsehoood or dishonesty within the previous 5 years which has not been
annulled by a court, or has violated the statutes or rules governing charitable gaming in this or any
state.

(c) The applicant and any employee who will be participating in the operation of the
keno games is aware of all statutes and rules applicable to the operation of keno games.

VI. To be eligible for licensure under this subdivision an applicant shall:

(a) Document that it is one of the following:

(1) A restaurant or hotel holding a valid liquor license under RSA 178:20, II,
RSA 178:21, II(a) or (b), or RSA 178:22, V(q).

(2) A brew pub holding a valid liquor license under RSA 178:13.

(3) A ballroom holding a valid liquor license under RSA 178:22, V(c).

(4) A veterans' club, private club, or social club holding a valid liquor license under
RSA 178:22, V(h).

(5) A convention center holding a valid liquor license under RSA 178:22, V(t).

(6) A hotel holding a valid liquor license under RSA 178:22, V(k).

(7) A racetrack holding a valid liquor license under RSA 178:22, V(n).

(8) A sports recreation facility holding a valid liquor license under RSA 178:22, V(v).

(b) Document that the keno games will only be operated in towns and cities that have
voted to allow the operation of keno games pursuant to RSA 284:51.

(c) Maintain a current list of employees.

(d) Document that no minor under the age of 18 shall be allowed to purchase or redeem
a keno ticket.

VII. A suspension or revocation of a liquor license shall result in the immediate suspension
of the keno license issued under this chapter.

284:46 License; Issuance.

I. Upon receipt of an application under RSA 284:45 the lottery commission shall review the
application and shall, in writing, grant or deny the application within 45 days of receipt.

II. The lottery commission shall deny a license application for any one of the following
reasons:
II. All licensees shall maintain a separate checking account for the deposit and
disbursement of all income relating to keno, except cash prizes awarded at the games. All expenses
shall be paid by check, and all prizes of $500 or more shall be paid by check. No keno funds shall be
commingled with other funds of the licensee. The licensee shall retain all canceled checks for the
payment of expenses and prizes for at least 2 years from the date of the check. The licensee shall
not cash checks which it issues.

III. All financial reports filed by the licensee shall be maintained by the lottery commission
for a period of one year from the date of filing and shall be open to public inspection.

IV. All financial records pertaining to the operation of keno games shall be maintained by
the licensee and shall be made available to representatives of the lottery commission or of the
commissioner of the department of safety upon request.

V. A licensee which has been licensed to conduct keno games shall maintain complete and
accurate documentation of all revenues and expenses contained in the financial reports for at least 2
years from the date the financial report is filed.

284:49 Suspension; Revocation. The commission may suspend or revoke the license of any
licensee who violates any provision of this subdivision. Any licensee whose license is revoked shall
not be eligible for licensure for a period of up to one year from the date of revocation.

284:50 Rehearing and Appeal. Any person aggrieved by a decision of the commission to deny or
revoke a keno license may apply to the commission for a rehearing within 15 business days of the
decision. Rehearings and appeals shall be governed by RSA 541.

284:51 Local Option.

I. Any town or city may allow the operation of keno games according to the provisions of
this subdivision, in the following manner:

(a) In a town, the question shall be placed on the warrant of an annual town meeting
under the procedures set out in RSA 39:3, and shall be voted on a ballot. In a city, the legislative
body may vote to place the question on the official ballot for any regular municipal election, or, in
the alternative, shall place the question on the official ballot for any regular municipal election
upon submission to the legislative body of a petition signed by 5 percent of the registered voters.

(b) The selectmen, aldermen, or city council shall hold a public hearing on the question
at least 15 days but not more than 30 days before the question is to be voted on. Notice of the
hearing shall be posted in at least 2 public places in the municipality and published in a newspaper
of general circulation at least 7 days before the hearing.

(c) The wording of the question shall be substantially as follows: “Shall we allow the
operation of keno games within the town or city?”

II. If a majority of those voting on the question vote “Yes,” keno games may be operated
within the town or city.

III. If the question is not approved, the question may later be voted upon according to the
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kindergarten program for which it receives funding under this section shall permit a pupil to attend
kindergarten for a half-day.

III. (a) For fiscal year 2020 and each fiscal year thereafter, in addition to any funds received
pursuant to RSA 198:40-a, the department of education shall distribute a total kindergarten grant,
pursuant to RSA 198:40-a, for the remaining 1/2 of each average daily membership not counted
under RSA 198:40-a to each school district or chartered public school that operates an approved full-
day kindergarten program. If the amount of revenue raised through keno is insufficient to fully
fund the distribution of grants under this section, the revenue shall be prorated proportionally
based on entitlement among the districts entitled to a grant. The prorated portion of this grant
shall not be less than the per pupil amount disbursed under paragraph I(b).

(b) Grants shall be disbursed to a school district pursuant to the distribution schedule
in RSA 198:42 and to a chartered public school pursuant to the distribution schedule in RSA 194-
B:11, I(c).

(c) The amount necessary to fund the grants under this paragraph is hereby
appropriated to the department from the education trust fund. The governor is authorized to draw
a warrant from the education trust fund to satisfy the state's obligation under this section.

229:5 Applicability. Kindergarten grants pursuant to RSA 198:48-c as inserted by section 4 of
this act shall not be disbursed before July 1, 2018.

229:6 Effective Date. This act shall take effect July 1, 2017.

Approved: July 12, 2017
Effective Date: July 01, 2017
I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: Councilors Dwyer and Spear

III. INVOCATION

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

IV. PLEDGE OF ALLEGIANCE

Valerie Rochon, President of Chamber of Commerce led in the Pledge of Allegiance to the Flag.

PRESENTATIONS

1. Prescott Park Sound Management Plan Update – Eric Reuter

Assistant City Manager Moore reported that there will be a new License Agreement for the 2018 season and the Chair will be delivering the schedule of shows for 2018 to the City Manager in September.

Mr. Reuter, Acoustical Consultant, provided a presentation regarding the project goals for understanding the issues as they relate to Prescott Park. He reviewed the three areas for the Scope of Work:

- Continuous sound level monitoring – Weatherproof microphone mounted to Prescott Park Arts Festival support building
- Review of sound system – Line array loudspeakers provide ability to control coverage. Require careful design and setup
- Calibrated offsite measurements – determine relative sound levels at representative offsite locations in the community

Project Goal – Understand the Issue
Known: Performances generates noise complaints
Unknown: What can be done to mitigate impacts
Strategy – Control Variables
Unknown:
- What are the sound levels?
- How much do sound levels vary between events?
- Do louder events generate more complaints?

Self-monitoring has been ineffective:
- Uncalibrated equipment
- Untrained operators
- Uncooperative guest engineers

Councilor Denton expressed concern to City Manager Bohenko regarding cars speeding through the area of the parking lot and streets.

2. Presentation – Combined Sewer Overflows – Terry Desmarais, City Engineer; and Suzanne Woodland, Deputy City Attorney

City Engineer Desmarais and Deputy City Attorney Woodland provided a presentation on the 120 miles of collection system with 20% combined, the 3 permitted active Combined Sewer Overflows and 20 pumping stations. Deputy City Attorney Woodland presented information for clarifications regarding North Mill Pond from Maplewood Avenue, Marcy Street drain outfall at Prescott Park, the South Mill Pond from Junkins Avenue and Deer Street looking toward Piscataqua River. She indicated that bacteria of all kinds is common in urban water bodies, particularly at drainage pipe outfalls and there are no designated swimming areas in Portsmouth.

City Engineer Desmarais said Wastewater Treatment Progress in 1950’s there was no treatment and today there is secondary treatment upgrade and TN. Sewer Separation Progress in 1950’s there was no separation and today 80% is separated. CSO Number and Volume Reduction. He said in the 1950’s No CSO control and today 90% reduction volume and 80% reduction outfalls. He address Progress in 1950’s No CSO Control, no separation, no treatment and today 90% reduction volume, 80% reduction outfalls, 80% Separated and Secondary treatment upgrade and TN.

V. ACCEPTANCE OF MINUTES – JUNE 19, 2017 AND JULY 10, 2017

Councilor Perkins moved to amend the minutes of June 19, 2017 of Page 9 to include the following: that part of City Attorney Sullivan’s rationale of the amendments the Council was making narrowed the scope of the Charter provision and that is why the City Attorney and the Council felt they were non substantive because a wider audience had already been noticed and so the Council was narrowing the action they were taking. Seconded by Councilor Lown.
Councilor Lown moved to pass the June 19, 2017 minutes as amended and the July 10, 2017 minutes. Seconded by Councilor Perkins and voted.

VI. PUBLIC COMMENT SESSION

Assistant Mayor Splaine asked if we would be making City Council rule changes this evening. Mayor Blalock said the issue is being brought up for discussion purposes this evening.

Peter Whelan asked if all the flows going to Peirce Island will receive secondary treatment. He said the plant will never be able to meet EPA permit limits.

Jackie Cali-Pitts said that the Council are public servants and you cannot deny any one the right to be heard. She said the ideas are good but you should augment the Public Comment Session. She said the Council should continue to allow people to voice their opinions.

Paige Trace said there is still an out flow going into the Piscataqua River and you need to stop the discharge. She said she doesn't understand why the City uses the word reduction when it comes to CSO’s instead of elimination.

Wes Tater thanked the City Council for their work and hours they put in while being City Councilors. He spoke to Councilor Denton’s resolution on putting a tax on fossil fuels that come out of the land. He urged the City Council to adopt the resolution and join the 49 other communities and Portland, Maine.

Susan Alex said do we have affordable housing in the City. She said there will be a referendum for rent control in Portland, Maine. She wants to see affordable housing in the City.

Arthur Clough spoke to the site Tugportsmouth.com and said many of the comments on the site are offensive and he alleged that the site has been tracked to Art-Speak. He asked why the City gives free rent and endorses such a group as Art-Speak.

Mark Brighton spoke on parking along Mechanic Street. He addressed the new parking restrictions on Mechanic Street and would like the City Council to approve them.

Cliff Lazenby spoke in support to reviewing a format to open up the communication efforts. He said you should seek answers for input. He suggested holding ward forum’s to bring people out as a group and then Council could open it up for public input by residents.

Zelita Morgan spoke in favor of bringing forward innovated ways. She encouraged the City Council to bring forward Portsmouth Study Circles system for a way to conduct public dialogue.
Rick Becksted said he is in favor of the enhancement of the Public Comment Session and the changes to public hearings but he does not support the City Clerk having to print out all emails received. He does like the candidate forums but they should be in addition to public comment session. He would like to sit down with the City Council and staff if there was an open dialogue.

Dixie Tarbell said she understands why the City Council wants to make changes to the public comment session.

Jane Zill spoke opposed to stopping public comment. She said it provides effectiveness in government. She said people rely on television for their points of information. She said dialogue will be ineffective and you need to keep Public Comment Session that is televised.

VII. PUBLIC HEARING

A. RESOLUTION AUTHORIZING THE BORROWING OF UP TO THREE MILLION DOLLARS ($3,000,000.00) THROUGH THE ISSUE OF BONDS AND/OR NOTES FOR ADDITIONAL COSTS FOR THE CONSTRUCTION OF A NEW PARKING FACILITY

Dave Allen provided a brief presentation on the borrowing Resolution. He reviewed the project history. He spoke to the three areas for the increase in costs: 1) construction costs increases, 2) scope of project has changed and there were improvements to the utilities, and 3) design for soils and site remediation for the garage is mostly precast concrete. He spoke to items that maybe removed but they are all valuable to the project. He said all the items were looked at closely and the Committee voted unanimously to keep the items and not to take away the aesthetics of the project.

Mayor Blalock read the legal notice, declared the public hearing open and called for speakers.

Valerie Rochon, Chamber of Commerce, said the lack of parking is hurting the downtown businesses. She said business is down this summer and City businesses are losing dollars due to the lack of parking. She said she supports the Resolution.

Everett Eaton said this is the most important project the Economic Development Commission has seen in the last 17 years that he has been serving on the Commission. He said we are in dire straits when it comes to parking and he strongly urges the City Council to support the Resolution.

Kathy Reddington, Portsmouth Business Owner, said the parking garage needs to be done.

Dixie Tarbell said we needed the parking garage years ago. She said we need to start welcoming people into the City with the new garage.
Rick Becksted said he supports the garage and the site was discussed but the money for the project was not listed and now we are approaching $30 million. He said Port Walk Place advertises public parking which is adding to a loss for us. He asked if this would be the last request for funds for building the new parking garage.

Paige Trace said that an incredible job has been done with the garage. She spoke in support of the Resolution and said let’s make sure the Public Works Department also is taken into account and taken care of with whatever might be necessary from their perspective for the operation of the garage.

After three calls and no further speakers, Mayor Blalock declared the public hearing closed.

At 9:00 p.m., Mayor Blalock called for a brief recess. At 9:05 p.m., Mayor Blalock called the meeting back to order.

VIII. APPROVAL OF GRANTS/DONATIONS

A. Acceptance of Donation to the Coalition Legal Fund
   • Town of Carroll - $2,000.00

Assistant Mayor Splaine moved to approve and accept the donation, as listed to be placed in the Coalition Legal Fund. Seconded by Councilor Pearson and voted.

B. Acceptance of Donation to the Police Department from the Estate of Geraldine Webber - $188,129.88

Assistant Mayor Splaine moved to approve and accept the donation to the Portsmouth Police Department, as presented. Seconded by Councilor Lown.

City Manager Bohenko said that the departments will need to go through the Commission for purchases so they are reflected in the minutes. He indicated it would be more about the Capital Improvement Plan next year.

Motion passed.

C. Acceptance of Donation to the Fire Department from the Estate of Geraldine Webber - $188,129.88

Assistant Mayor Splaine moved to approve and accept the donation to the Portsmouth Fire Department, as presented. Seconded by Councilor Lown and voted.
IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

A. Adoption of Resolution Authorizing the Borrowing of up to Three Million Dollars ($3,000,000.00) through the Issue of Bonds and/or Notes for Additional Costs for the Construction of a New Parking Facility

Assistant Mayor Splaine moved to adopt the proposed Resolution Authorizing the Borrowing of up to Three Million Dollars ($3,000,000.00) Through the Issue of Bonds and/or Notes for Additional Costs for the Construction of a New Parking Facility, as presented. Seconded by Councilor Pearson.

Assistant Mayor Splaine said he has not seen much debate on the additional funds and it is clear that the former City Council and this Council want to have the new parking garage built. He said the West End area of the City can be served by the new garage. He stated the design of the building is good and feels we over paid for the garage land.

Councilor Lown thanked Dave Allen for leading the way on this project.

Councilor Denton said he wanted to see roof top solar and is that something that could be programmed in. Dave Allen said we hope to come in under the $3,000,000.00 to add the solar or add it later in the project.

City Manager Bohenko said we will add a couple of charging stations at City Hall.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said we need to stay on task and add the $3,000,000.00. He said that the design for the new garage is spectacular.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Cyr said he is pleased that we are adding charging stations. He said there is a change in how cars are being built.

On a unanimous roll call 7-0, voted to adopt the proposed Resolution Authorizing the Borrowing of up to Three Million Dollars ($3,000,000.00) Through the Issue of Bonds and/or Notes for Additional Costs for the Construction of a New Parking Facility, as presented.
B. Third and Final Reading of Proposed Ordinance Amendments to the Annual Omnibus Ordinances:

- Amending Chapter 7, Article III, Section 7.326 – Limited Parking – Fifteen Minutes
- Amending Chapter 7, Article III, Section 7.330 – No Parking
- Amending Chapter 7, Article III, Section 7.336 – One Way Streets
- Amending Chapter 7, Article VII, Section 7.702 – Truck Traffic Prohibited

Councilor Perkins moved to pass third and final reading of the proposed Ordinances, as presented. Seconded by Councilor Lown and voted.

X. CONSENT AGENDA

A. Request for License to Install Projecting Sign from Mark Sullivan owner of Paul Mitchell the School for property located at 140 Congress 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 Projecting Sign from Peter Mocklis owner of Look Fine Eyewear/Sol Sunwear for property located at 68 State Street (Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)
Planning Director’s Stipulations:

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

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

XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

(There are no items under this Section of the Agenda)

XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. CITY MANAGER

1. Request to Establish First Reading on Proposed Ordinance Amendments to Chapter 4 Pertaining to the City’s Food Licensing and Regulations

City Manager Bohenko said he would like first reading on the ordinance for the Health Code which is really a draft at the next City Council meeting.

Councilor Lown moved to authorize the City Manager to bring back the first of three Code updates, Food Licensing and Regulations, to the City Council for first reading at the August 21, 2017 City Council meeting. Seconded by Councilor Perkins and voted.

2. Report Back Re: Oak Street Paper Street Request

City Manager Bohenko said this item was referred to the Planning Board in May and their recommendation is back.

Councilor Lown moved to accept the Planning Board’s recommendation and vote that the City release any interest it may have in the paper street known as Oak Street. Seconded by Councilor Perkins and voted.
3. Acceptance of Traffic Signal and Sidewalk Easement Re: 1574 Woodbury Avenue

City Manager Bohenko said the Planning Board reviewed this matter and is recommending acceptance for the traffic signal and sidewalk easement.

Councilor Lown moved to accept the Planning Board’s recommendation for the acceptance of a traffic signal and sidewalk easement from Richard Fusegni relative to property at 1574 Woodbury Avenue. Seconded by Assistant Mayor Splaine and voted.

4. Request for Public Hearing Re: Acceptance of SB38 Funding (Highway Aid)

City Manager Bohenko reported the State of New Hampshire is adding additional highway funding and we would need to hold a public hearing on this matter before receiving the funding that has been designated for the City of Portsmouth.

Councilor Perkins moved to establish a public hearing on Monday, August 21, 2017 regarding the acceptance of SB38 funding (highway aid). Seconded by Councilor Lown.

5. Acceptance of Easements Required for Andrew Jarvis Drive Intersection Improvement Project

City Manager Bohenko said that we will be making improvements to the area which is a challenged area currently.

Councilor Perkins moved to authorize the City Manager to accept the sidewalk easements in a form substantially similar to the attached in the City Council packet for the purpose of constructing improvements to the Lafayette Road and Andrew Jarvis Drive intersection. Seconded by Councilor Lown and voted.

6. McIntyre Property Retreat – September 9th

City Manager Bohenko said the retreat will be on September 9th regarding the McIntyre Building. He said that this will allow you not to be pressured for time.

Councilor Perkins moved to establish a Work Session for Saturday, September 9, 2017, regarding the McIntyre property reuse. Seconded by Councilor Pearson.

Assistant Mayor Splaine said he would not be able to attend as he has prior plans.

Councilor Perkins said she feels we could have more input before issuing the RFP on the August 22nd.
Councilor Denton asked if something could be added to the RFP. He said on pages 7 & 8 he would like to add work force housing to the list.

Deputy City Manager Colbert Puff said she would be happy to receive any changes.

Mayor Blalock said the retreat would be from 9:00 a.m. to 1:00 p.m.

Councilor Perkins said she would submit comments to Deputy City Manager Colbert Puff and she would like to know the process for bringing forward proposals.

Deputy City Manager Colbert Puff said this is a public private partnership which is different from other projects in the City.

Motion passed.

City Manager’s Informational Items

2. Municipal Election Filing Period

City Manager Bohenko announced that the filing period for the Municipal Election has been scheduled by City Clerk Barnaby. The filing period will be Monday, August 28th through Monday, September 11th.

3. Zagster Bike Share May/June 2017 Snapshot

Councilor Cyr requested additional information regarding the revenue we are receiving and the amount of use that Zagster is getting beyond the first two hours.

4. Memorandum Re: Keno

Councilor Lown stated he would like to find out more about this matter. He said if we don’t get it on the ballot we have to wait two years to get it back on the ballot. He said if there is money that is going to be received from Keno we should allow the public to vote on the issue. He indicated he would have Keno under his name for the August 21, 2017 City Council meeting.

B. MAYOR BLALOCK

1. Reappointment of Marylou McElwain to the Parking & Traffic Safety Committee

The City Council considered the reappointment of Marylou McElwain to the Parking & Traffic Safety Committee to be voted on at the August 21, 2017 City Council meeting.
2. Appointment to the Rockingham Planning Commission:
   • Jody Record, Planning Board Member
   • Peter Britz, Environmental Planner / Sustainability Coordinator as an Alternate member

   Assistant Mayor Splaine moved to appoint Jody Record and Peter Britz to the Rockingham Planning Commission. Seconded by Councilor Perkins and voted.

3. City Manager’s Evaluation *(Informational Only)*

   No action required.

   **C. ASSISTANT MAYOR SPLAINE**

   1. Thoughts on Reuse of the McIntyre Federal Building

   Assistant Mayor Splaine said he did not attend the work session on the McIntyre Building. He forwarded information he would like to find a way to incorporate the old State House at the McIntyre Site. He stated the adjacent area to the rear of the McIntyre building around the State House and overlooking Bow Street and the river could become an urban park with an outdoor amphitheater and a fountain – a place to perform, and a “town square” to talk. He said it can become a gathering spot for people to hear speeches and dialogues as we go through the decades of the 21st century celebrating the democracy that Senator McIntyre, and our early settlers, fought so long ago to create for us today.

   Mayor Blalock passed the gavel to Assistant Mayor Splaine.

   Mayor Blalock thanked Assistant Mayor Splaine for keeping this alive. He would like to see a replica at the McIntyre Site.

   Assistant Mayor Splaine returned the gavel to Mayor Blalock.

   **D. COUNCILOR LOWN**

   1. Parking and Traffic Safety Committee Action Sheet and Minutes of the July 6, 2017 meeting

   Councilor Lown said there was discussion at the meeting regarding changing Middle Street to accommodate bicycle lanes.

   **Councilor Lown moved to approve and accept the action sheet and minutes of the July 6, 2017 Parking and Traffic Safety Committee meeting. Seconded by Councilor Pearson and voted.**
E. COUNCILOR PEARSON & PERKINS

1. *Rule 43 – Public Comment (Proposed motion – move to remove Rule 43 – Public Comment Session and replace with Council-Public Dialogue at 45 minutes before City Council business (Non Public Session and Work Sessions) on the night of a regularly scheduled Council meeting the Council, Manager, and any appropriate staff shall welcome all interested individuals for an informal dialogue session. The purpose of the session is to provide an opportunity for members of the public to directly interact with members of the Council, the City Manager and department heads (with the discretion of the City Manager). From time to time, such session may be held in various locations in the City and need not only occur in City Hall.

(Proposed motion – move to make procedural change to Public Hearings. Reorganize the order of procedure for all public hearings to “bundle” all the pieces of each topic which requires a public hearing. The public hearing process would go as follows: first, any presentation by the city; second, council questions and deliberation; third, public hearing; and fourth, additional council questions and deliberations, then council vote. The purpose of this restructuring is to streamline the process and allow the public to benefit from any presentation and council deliberation before making their comment, in addition to making the process easier to understand and more transparent to residents. In addition, each topic would be presented from start to finish at once instead of spread out over several hours.

(Proposed motion – move to enter emails sent to City Council into public record. Residents and community members will have the option when emailing the city council to have their email entered into the city council packet and public comment record for the meeting. The purpose of this is to provide additional opportunities for the public to contribute input into the public record. Residents would need to follow the same rules for public comment and include name and address along with their comment. Such comments would be updated by any comments received after the packet is released and prior to Monday at noon)

Councilor Pearson informed the Council that this will be on the August 21, 2017 City Council meeting for action by the City Council.

City Attorney Sullivan explained the process for amending or creating a new City Council Rule and Order with the first meeting being the notice.

Councilor Pearson said Councilors Spear and Dwyer feel we engage in a lot of dialogue. She said one of the last productive ways is during Public Comment Session.
She said Public Comment Session limits the quality and engagement of the session. She said the same people are coming forward on this matter and she wants to improve the dialogue and follow the Portsmouth Listens system. Councilor Pearson said we want to encourage more interaction. She stated that this is improving engagement and allows for a conversation and answers to questions.

Councilor Perkins said that there are many other people that may want to participate but this can be an intimidating forum. She said we need to make sure government remains relevant.

Councilor Denton thanked the City Council for bringing the information forward. He said it will only be effective for 4 months which is the remainder of this City Council term.

Assistant Mayor Splaine said he is glad that the 4 City Councilors are bringing this as an addition to the Public Comment Session. He said the Public Comment Session has been part of the City Council for the last 25 years. He said we need to keep citizens above government. He stated if we are just looking for engagement you can join him in his neighborhood walks. He does not feel we should get rid of Public Comment Session.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.

Mayor Blalock said he likes the idea very much to have public dialogue. He would like to see one meeting for public dialogue and one for Public Comment Session.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Lown thanked the City Council for bringing this matter forward. He feels that this makes so much sense. He said some people are not at ease addressing the City Council and having it televised. Councilor Lown said the public dialogue is worth trying.

Councilor Cyr said for the Public Comment Session to really work maybe this would be a useful project. He said there is no change that could be made that will make everyone happy.

Councilor Perkins said we are often making decisions late at night and this would allow for the City Council to take matters up earlier and make a decision. She said people wait through Public Comment Session then Public Hearing is held and they are not benefited by the information from the City staff. She said we need to make decisions more transparent and make comments more coherent.

Assistant Mayor Splaine said that presentations need to be shorter.

Mayor Blalock passed the gavel to Assistant Mayor Splaine.
Mayor Blalock said he likes the proposal and it keeps everything compartmentalize. He said we need to change the format of the agenda and would that require a vote by the City Council.

City Manager Bohenko said that this would be a rule change.

City Attorney Sullivan said “notwithstanding the provision of any other rule” is what the motion should start with.

Assistant Mayor Splaine returned the gavel to Mayor Blalock.

Councilor Pearson said when an issue comes forward we receive many emails but we feel it would provide another way to get their email into public record. She said this is a way to weigh in for the public.

Councilor Perkins said this is a move to have different input weighed together. She said this is another move towards transparency.

Councilor Cyr said he feels there needs to be more clarity.

Assistant Mayor Splaine said that these changes could be a violation of the meeting law. He asked do minutes have to be kept, what do we do about videoing the sessions.

F. COUNCILOR DENTON

1. Carbon Free and Dividend Resolution

Councilor Denton indicated he would have this item on under his name for the August 21, 2017 City Council meeting. He said that this is the final item from last year’s retreat. He stated the Resolution follows us on what residents looked at. He said that this is a national approach on a large scale.

Councilor Cyr requested that Councilor Denton provide the list of communities that have adopted the Carbon Free and Dividend Resolution for the next City Council meeting.

XIII. MISCELLANEOUS/UNFINISHED BUSINESS

XIV. ADJOURNMENT

At 10:30 p.m., Councilor Lown moved to adjourn. Seconded by Councilor Cyr and voted.

City Clerk
LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, August 21, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH pursuant to RSA 31:95-b, II (a) where the City Council will accept an additional appropriation of Highway Block Grant Funds in the amount of $369,065.05 in accordance with Senate Bill 38 adopted by the legislature. These funds will be expended for the purpose of road repaving.

Kelli L. Barnaby, MMC, CMC, CNHMC
City Clerk
State of New Hampshire
Department of Revenue Administration
109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov

July 27, 2017

Judy A. Silva, Executive Director
New Hampshire Municipal Association
25 Triangle Park Drive
Concord, New Hampshire 03301

RE: SB 38 additional appropriation of Highway Block Grant Funds

Dear Ms. Silva:

Thank you for your recent inquiry regarding the additional appropriation of Highway Block Grant Funds made by the legislature in adopting Senate Bill 38. The Department of Revenue understands that this action has inspired a number of questions which I hope can be answered with the following information:

- The provisions of SB 38 include specific language that allows municipalities to accept and expend these funds under the process provided in RSA 31-95-b regardless of whether they have adopted this local option provision;
- There are specific procedural requirements for accepting that include:
  1. Pursuant to RSA 31:95-b, II (a) the board of selectmen is required to hold a public hearing if the amount of the funds received is $10,000 or greater;
  2. For amounts less than $10,000 “the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed.” See RSA 31:95-b, II (b); and,
- RSA 32:7, IV, provides that money from a state grant for a specific purpose is non-lapsing;
- The money being provided to the municipalities are additional grants under RSA 235:23, I;
- RSA 235:25, provides in pertinent part that, “...the unused balance may be carried over to the following municipal fiscal year and expended for highway construction, reconstruction or maintenance purposes.” (Emphasis added);
- This amount of additional grant should not be reported as “Highway Block Grant Revenue” on the municipalities 2017 MS-434 Report of Revised Estimated Revenue;
- As dedicated grant funds, the additional grant will not become part of the unassigned fund balance; and,
- Cities and towns are encouraged to inquire of their accountant or accounting firm to determine the appropriate fund where the money will be placed.

Please let me know if you have any further questions or concerns, and please feel free to circulate this letter to your members.

Sincerely,

Stephan W. Hamilton, Director
Municipal and Property Division

TDD Access: Relay NH 1-800-735-2964
individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.
ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS:

That Chapter 4, Articles I-V of the ordinances of the City of Portsmouth be stricken in its entirety and replaced with the following:

CHAPTER 4

ARTICLE I FOOD LICENSING AND REGULATIONS

Section 4.101 Adoption of the FDA 2009 Food Code

That a certain document, three copies of which are on file in the office of the City Clerk of the City of Portsmouth, New Hampshire being marked and designated as the Food Code, 2009 Recommendations of the United States Public Health Service/Food and Drug Administration and Annexes “FDA Food Code” as published by the U.S. Department of Health and Human Services, Public Health Services, Food and Drug Administration be, and is hereby adopted, subject to the following amendments, additions and deletions.

If specific provisions of the FDA Food Code are not referenced below, the text remains as written.

Section 4.102: Amendments, Additions and Deletions to Food Code

Change subsection to read as follows:
1-201.10 Statement of Application and Listing of Terms.

"Temporary food establishment" means a food establishment that operates for a period of no more than 3 consecutive days in conjunction with a single event or celebration.

Add sentence at the end of paragraph to read as follows:
1-201.10 Food Establishment.

(2) (B) These facilities must be in compliance with Portsmouth Health Department’s Rules and Regulations.

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1 For a copy of the FDA Food Code, 2009 go to https://www.fda.gov/food/guidanceregulation/retailfoodprotection/foodcode/ucm2019396.htm.foodcode2009
Delete following subsections:
1-201.10 Food Establishment.
   (3) (e) – (g) Delete

Change subsection to read as follows:
3-301.11 Preventing Contamination from Hands.
   (B) Except when washing fruits and vegetables as specified under 3-302.15 Food Employees may not contact exposed, READY-TO-EAT FOOD with their bare hands and shall use suitable UTENSILS such as deli tissue, spatulas, tongs, single-use gloves, or dispensing EQUIPMENT.
   (D) Delete

Delete following subsection in its entirety:
3-305.13 Vended Potentially Hazardous Food (Time/Temperature Control for Safety Food), Original Container.

Delete following subsection:
3-306.12 Condiments Protection.
   (B) Delete

Delete following subsection:
3-801.11 Pasteurized Foods, Prohibited Re-Service, and Prohibited Food.
   (D) Delete

Delete following subsection:
4.204.14 (A) (B) Vending Machines, Vending Stage Closure.

Delete following subsection:
4-204.19 Can Openers on Vending Machines.

Delete following subsection:
4-204.111 Vending Machines, Automatic Shutoff.
Add new subsection to read as follows:
4-301.16 Food Prep Sink.

A Food Prep sink that meets the requirements specified in 4-205.10, 5-202.13 and 5-402.11 shall be provided for washing/thawing of foods, and drawing of potable water, to be used for no other purposes.

Delete following subsections:
4-301.12 Manual Warewashing, Sink Compartment Requirements.

(C)(5) Delete
(C)(6) Delete
(D) Delete

Add new subsection to read as follows:
4-302.12 Food Temperature Measuring Devices.

(A) Digital food temperature measuring devices shall be provided and readily accessible for use in ensuring attainment in maintenance of food temperatures as specified under Chapter 3.

Add new subsection to read as follows:

(B) In hot water mechanical WAREWASHING operations, an irreversible registering temperature indicator shall be provided and readily accessible for measuring the UTENSIL surface temperature.

Change subsection to read as follows:
4-501.16 Warewashing Sinks, Use Limitation.

(A) A warewashing sink may not be used for handwashing as specified under §2-301.15, and drawing potable water, wash produce, or thaw foods.
Delete following subsections:
4-603.16  Rinsing Procedures.
   (C)  Delete
   (D)  Delete
   (E)  Delete

Change subsection to read as follows:
5-104.12  Alternative Water Supply.

   Water meeting the requirements specified under Subparts 5-101, 5-102, and 5-103 shall be made available for a mobile facility, for a temporary food establishment without a permanent water supply, and for a food establishment with a two hour interruption of its water supply through:

Change subsections to read as follows:
5-203.11  Handwashing Sinks.
   A handwashing sink shall be located within 20 unobstructed feet:
   (A)  To allow convenient use by employees in food preparation, food dispensing, and warewashing areas; and
   (B)  In toilet rooms.

Change subsection to read as follows:
5-501.12  Outdoor Enclosure.
   (A)  If used, an outdoor enclosure for refuse, recyclables, and returnables shall be constructed of durable, and cleanable materials with tight-fitting lids, and in a clean and cleanable manner, that does not attract pests.

Add new subsection to read as follows:
6-202.15  Outer Openings; Protected.
   (F)  Permanently located outdoor beverage bars shall be fully enclosed during non-operating hours with a sturdy, permanent structure capable of withstanding wind, weather, be rodent, bird, insect-proof, and seal out any and all intentional and unintentional sources of contamination and adulteration.
Change subsection to read as follows:
6-303.11  Intensity.

   The light intensity shall be:
   
   (A) At least 216 lux (20 foot candles) at a distance of 75 cm (30 inches) above the floor, in walk-in refrigeration units and dry food storage areas and in other areas and rooms during periods of cleaning;

Change subsection to read as follows:
6-501.115  Prohibiting Animals.

   (A) Except as specified in (B) and (C) of this section, live animals may not be allowed on the premises of a food establishment, unless allowed by variance pursuant to 8-103.10 through 8-103.12 for outdoor decks.

Delete following subsection:
7-202.12  Conditions of Use.

   (A) (2) Delete

Change subsections to read as follows:
8-101.10  Public Health Protection.

   (B) (1) Whether the facilities or equipment are in good repair and capable of being maintained in a sanitary condition and used as intended by the manufacturer;

Change subsection to read as follows:
8-103.11  Documentation of Proposed Variance and Justification.

   (C) A HACCP plan if required as specified under 8-201.13(A) that includes the information specified under 8-201.14 as it is relevant to the variance requested, and reviewed by a 3rd party acceptable to the Health Department or Special Process Review if requested.

Add new subsection to read as follows:
8-201.11  When Plans Are Required.

   (D) Change of owner or ownership interest.
Delete following subsections:

8-201.12  Contents of Plans and Specifications.

  (B)  Delete
  (D)  Delete
  (E)  Delete

Add new subsection to read as follows:

8-201.14  Contents of a HACCP Plan.

  (F)  Verified by a qualified 3rd party reviewer acceptable to the Health Department if requested.

Delete following subsection:

8-404.11  Ceasing Operations and Reporting.

  (B)  Delete

Add the following as first paragraph of subsection:


Model forms are adopted as amended by the Portsmouth Health Department.

Section 4.103  Adoption of Specific Parts He-P 2300, as amended:

Specific parts of the N.H. Code of Administrative Rules, Part He-P 2300, Sanitary Production and Distribution of Food ("He-P 2300") published as of the date this Chapter is adopted, are hereby adopted subject to the following amendments, additions and deletions. Any section not referenced is not adopted.

Adopt the following definitions:

He-P 2301  DEFINITIONS

  (a)  "Acid foods"
  (b)  "Acidified foods"
  (c)  "Applicant"
  (d)  "Bed and breakfast"
  (f)  "Bulk food"
  (g)  "Caterer"
  (h)  "Change of ownership"
(i) "Continental breakfast"
(k) "Corrective Action Plan (CAP)"
(l) "Critical control point"
(m) "Critical limit"
(q) "Food Code"
(r) "Food establishment"
(s) "Food processing plant"
(u) "Disease outbreak"
(x) "Immediately endangers public health or safety"
(y) "Imminent health hazard"
(ab) "Low acid foods"
(ac) "Major food allergen"
(af) "Package"
(as) "Sanitization"
(av) "Soup kitchen"
(aw) "Time/temperature Control for Safety (TCS) food"

Adopt and amend the following definitions to read as follows:

(n) "Department" means the Portsmouth Health Department.
(ad) "Mobile food unit" means a food service establishment mounted on wheels or otherwise designed to be immediately moveable.

Adopt the following subsection in its entirety and add new subsection to read as follows:
He-P 2302.02  Soup Kitchens Exempt from Licensure.

(5) Person-in-charge must attend food safety training to be provided by the Department.

Adopt the following subjection:
He-P 2304.13 (a)  Hazard Analysis and Critical Control Point (HACCP) Plan Requirements.
Adopt the following subsection in its entirety and amend subsections (a), (c)(6), (g) and (i) as follows:

He-P 2305.01 Inspections.

(a) For the purpose of determining compliance with this Chapter, the Department or its inspectors, or special agents designated for that purpose, shall have full power and authority at all times to enter and inspect every building, room or other place occupied or used for the production, storage, sale or distribution of food, and all utensils and appurtenances and records relating thereto, including shellfish tags, or other records pertaining to food supplies purchased and distributed by the food establishment. The applicant or licensee shall admit and allow any department representative at any time to enter and inspect the following:

(c) (1) Delete

(c) (4) Delete

(c)(6) Occupation of space after construction, renovations or structural alterations or a period of closure that exceeds 90 days; or

(g) Upon completion of the inspection, the Department shall provide a written or electronic copy of the inspection report. The inspection report shall contain:

(i) Except for Food Processing Plants, numerical scoring shall be on a 100 point scale, with:

(1) A+ with a score of 95-100 with no critical item violations
(2) A with a score of 90-100 and one or more critical item violations
(3) B+ with a score of 85-89
(4) B with a score of 80-84
(5) C+ with a score of 75-79
(6) C with a score of 70-74
(7) F score below 70 is a failing score.
(8) Scoring shall be assigned as Priority Items are valued at 5 points, Priority Foundation items are valued at 3 points and Core items shall be valued as 1 point. The value of the inspection categories shall be that of the highest point item in that category.
Adopt and amend subsection to read as follows:

He-P 2308.02 Basic Requirements.

   b (2) A residential model sanitizing dish machine and a one compartment sink:

Adopting subsection in its entirety and amend to read as follows:

He-P 2309.01 Application Requirements.

   (a) Apply as “Processors,” Class E on the food service permit application and comply with the License, Application and Terms of License requirements;

Section 4.104 Temporary Events.

   Food preparation and handling practices for food establishments are to be in compliance with this Chapter. Event Coordinators must submit completed application to the Department for approval no later than one month prior to the date of the event.

Section 4.105 License.

   It shall be unlawful for any person or entity to operate a Food Service Establishment within the City of Portsmouth without obtaining a valid food service license issued by the Department. Only a person or entity who complies with the requirements of this Chapter shall be entitled to receive and retain such a license. A food service license shall be posted in public view. Licenses are not transferable between entities or locations. Any change in ownership or ownership interest shall require a new food service license subject to the provisions of this Chapter.

Section 4.106 Application.

   The Health Department may issue a food service license to any Food Service Establishment upon receipt of a written or electronic application. A food service license shall be granted upon the express condition that the Food Service Establishment complies with all the requirements of this Chapter, and the applicant agrees at all times to conduct his operation and maintain his facilities in accordance with the requirements of this Chapter and those regulations promulgated hereunder. The application procedure and issuance shall be in keeping with the policies and procedures of the Department, with the fees approved by City Council through its budgetary processes.
Section 4.107   Term of License.

Food service licenses shall be issued upon compliance with all of the provisions of this Chapter: All annual licenses expire September 30th. Seasonal licenses are valid from April 15 through October 15 of the calendar year. Temporary licenses are valid for the length of the event.

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

This ordinance shall take effect upon passage.

APPROVED:

_____________________________
Jack Blalock, Mayor

ADOPTED BY COUNCIL:

_____________________________
Kelli L. Barnaby, City Clerk
August 1, 2017

Mayor Blalock and the City Council
City of Portsmouth
1 Junkins Avenue
Portsmouth NH 03801

Dear Mayor Blalock and Council:

On behalf of Pro Portsmouth, Inc., I am requesting the City’s permission to produce the following:

  Ice Sculpture – Market Square/North Church
  Fireworks – South Mill Pond – 7:30pm (Parrott Avenue plus various lot closures for fire safety zone)
  Street closures – Church Street @ Congress Street – 1pm to midnight (assembly of ice sculpture, heavy pedestrian traffic), Pleasant Street from Porter to the Square at 4pm (Dance: 5:00pm – 12:00am)
  Entertainment/music/children’s activities – 4:00pm – Midnight (approx. 10 indoor venues)
  School bus ‘shuttle service’ between indoor venues – 4pm - Midnight
- **Children’s Day**, Sunday, May 6, 2018; Noon – 4pm.
  Street closure – Pleasant Street – State Street to Market Square: no parking on Market Street – Bow Street to ISSCo. Entrance
- **41st Annual Market Square Day Festival & 10K Road Race**, Saturday, June 9, 2018; 9am – 4pm.
  Street closures – Downtown streets from 4am – 6pm; race course – 9am start (roving closures)
- **16th Annual Summer in the Street**, Saturday evenings 5pm – 9:30pm – June 30, July 14, 21, 28.
  **Street Closures: 4pm (set up) – 9:30pm (clean up)** – Pleasant Street – Porter Street to Market Square

I look forward to meeting with you to discuss the permitting process for all of our upcoming events.

Thank you in advance for your consideration.

Best regards,

[Signature]

Barbara Massar
Executive Director

cc: John P. Bohenko, City Manager

P.O. Box 967
Portsmouth, NH 03802-0967
www.proportsmouth.org
14 August 2017

Portsmouth NH City Council
c/o City Clerk's Office
1 Junkins Ave
Portsmouth NH 03801

Dear City Council,

My name is Matt Junkin. I am the Race Director of the Seacoast Rotary Turkey Trot 5k.

I am writing this letter to ask the City Council consider approval of our 9th Annual race which will take place on Thanksgiving November 23rd 2017. Registration for the race begins at 7am and the race will commence at 8:30 AM on Peirce Island, and Finish at Strawberry Banke.

Thank you for your consideration as well as the support you have provided for this event over the last 6 years.

Best Regards,

Matt Junkin

Past President, Seacoast Rotary
mrjunkin@gmail.com
603-591-0083
August 15, 2017

City of Portsmouth
Attn: John Bohenko
1 Junkins Avenue
Portsmouth NH 03801

Dear John,

The 9th annual American Lung Association Cycle the Seacoast ride is scheduled for Sunday, May 6th, 2018. With close to 400 cyclists expected we are looking forward to a very exciting day.

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

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

Sincerely,

Melissa Walden
Development Manager
American Lung Association
207-624-0306
<table>
<thead>
<tr>
<th>Segment distance</th>
<th>Directions</th>
<th>Notes</th>
<th>City/Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.1</td>
<td>Start - Redhook Brewery</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.1</td>
<td>Left onto Corporate Drive</td>
<td>Yellow - common route</td>
<td>Portsmouth</td>
</tr>
<tr>
<td>1.1</td>
<td>Left on Ashland Rd</td>
<td>RM</td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.2</td>
<td>2 signs for cycle path - each end</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.3</td>
<td>Right to stay on Ashland Rd</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.3</td>
<td>Right onto Rockingham Ave</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.1</td>
<td>Right onto Woodbury Ave</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.2</td>
<td>Left onto Dennett St</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.7</td>
<td>Right onto Maplewood Ave</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.3</td>
<td>Continue onto Middle St</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.2</td>
<td>Left onto State St</td>
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</tr>
<tr>
<td>0.5</td>
<td>Right onto Marcy St</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.3</td>
<td>Left to stay on Marcy St</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.0</td>
<td>Bear Left at triangle</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.5</td>
<td>Continue into New Castle Ave</td>
<td></td>
<td>Portsmouth</td>
</tr>
<tr>
<td>2.8</td>
<td>CAUTION - METAL GRATE BRIDGE</td>
<td>New Castle Police 7-11</td>
<td>New Castle</td>
</tr>
<tr>
<td>1.1</td>
<td>Wentworth Bridge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.5</td>
<td>Left @ T onto Sagamore, Route 1A</td>
<td>Portsmouth Police 7:30-11:30</td>
<td>Portsmouth</td>
</tr>
<tr>
<td>0.5</td>
<td>Circle - 3rd exit onto 1A/Pioneer Rd</td>
<td>Rye Police 7-3</td>
<td>Rye</td>
</tr>
<tr>
<td>1.8</td>
<td>Pass Odiorne State Park</td>
<td></td>
<td>Rye</td>
</tr>
<tr>
<td>0.6</td>
<td>Rest Stop - Pebble Cove Motel</td>
<td></td>
<td>Rye</td>
</tr>
<tr>
<td>0.6</td>
<td>CAUTION - HAIRPIN TURN!</td>
<td></td>
<td>Rye</td>
</tr>
<tr>
<td>0.6</td>
<td>Right onto Harbor Rd</td>
<td>RM - 7:30 - 10:30 AM Also need 50 and 100 mi straight signs here</td>
<td>Rye</td>
</tr>
<tr>
<td>0.2</td>
<td>Right onto Locke Rd</td>
<td></td>
<td>Rye</td>
</tr>
<tr>
<td>0.6</td>
<td>Right onto Central Rd</td>
<td></td>
<td>Rye</td>
</tr>
<tr>
<td>Distance</td>
<td>Description</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>0.6</td>
<td>Right onto Washington Rd at Stop Sign 50 and 100 milers rejoin</td>
<td>Rye</td>
<td></td>
</tr>
<tr>
<td>0.1</td>
<td><strong>REST STOP - Tate &amp; Foss Real Estate</strong></td>
<td>Rye</td>
<td></td>
</tr>
<tr>
<td>0.1</td>
<td>Left onto Lang Rd</td>
<td>Rye</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Left behind Service Credit Union RM</td>
<td>Portsmouth</td>
<td></td>
</tr>
<tr>
<td>0.2</td>
<td>Right onto Longmeadow Rd</td>
<td>Portsmouth</td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td>Cross Route 1 onto Ocean Rd RM</td>
<td>Portsmouth</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Cross Route 33 Stay on Ocean Rd Greenland Police - 12:00-4:00</td>
<td>Greenland</td>
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<td>Right onto Portsmouth Ave</td>
<td>Greenland</td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td>Cross Railroad Tracks</td>
<td>Greenland</td>
<td></td>
</tr>
<tr>
<td>1.0</td>
<td>Left onto Bike Path</td>
<td>Portsmouth</td>
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<tr>
<td>1.6</td>
<td>Exit Bike Path Right onto Corporate</td>
<td>Portsmouth</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Right onto Redhook Way</td>
<td>Portsmouth</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
SCS Agency, Inc.
1981 Marcus Avenue, Suite 125
Lake Success, NY 11042
Luftg Associates Inc.

CONTACT
NAME: SCS Agency, Inc.
PHONE: 516-466-6007
FAX: 516-829-5857
EMAIL: 

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Philadelphia Indemnity Ins. Co 18058
INSURER B: Hartford Fire Insurance Co. 10682

COVERAGES:

COVERAGE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
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<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADJL/SUBR INSR. WO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>07/01/2017</td>
<td>07/01/2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
<td>PHPK1674743</td>
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<tr>
<td></td>
<td>SEX ABUSE-1000000</td>
<td>X</td>
<td></td>
<td>07/01/2017</td>
<td>07/01/2018</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>PHPK1674743</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO ALLOWED AUTOS</td>
<td>X SCHEDULED AUTOS</td>
<td></td>
<td>07/01/2017</td>
<td>07/01/2018</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>Y/N</td>
<td>12WBCRR0763</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Cycle the Seacoast to be held on Sunday, May 6th 2018
Certificate holder is included as additional insured with respect to general liability, subject to policy terms & conditions.

CERTIFICATE HOLDER

City of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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August 1, 2017

Portsmouth City Council
1 Junkins Ave.
Portsmouth, N.H.03801

Dear Councilors,

I attempted to submit my comments via the website, however when I clicked “submit”, it didn’t return to the home page as the directions suggested. You may of have gotten this message 5 or 6 times or none. I am resorting to snail mail to be sure I have voiced my opinion on these issues.

Prescott Park- I have attend concerts there for at least 40 years. I have always been impressed with the quality of the performances. I have never seen a problem with people drink alcoholic beverages. I do not object to the city instituting 1 or 2 no concert evenings, however. As years have gone by understandably the popularity of the concerts has increased as has the population and media exposure. The “price of progress” is it is more and more difficult to find parking and seating.

High-Hanover Garage- Why is it going to take so long to renovate? I read in the Herald it will be 3 years. An explanation to the tax payers of Portsmouth would be greatly appreciated. (perhaps in the Portsmouth Herald)

The State Saloon Fire- It would be so costly to save the adjoining building. the circumstance seem to clearly indicate the Historic Commission and Planning Board should allow it to be torn down. In fact it is not of such great architectural significance that it couldn’t be torn down considering the cost of preserving it.

My thanks for your consideration and service to the community.

Sincerely yours,

Joanne Ravgiala
6:30 p.m.

1. **Work Session Re: Senate Bill 191, Relative to Keno.** On Monday evening, Kelley-Jaye Cleland, Director of Product Development and Sales, New Hampshire Lottery, will be present to discuss the newly-passed Senate Bill 191 relative to Keno and the funding of full-day kindergarten in New Hampshire. See attached Senate Bill and a letter from Charles McIntyre, Executive Director, NH Lottery.

**Presentation:**

1. **Statistical Revaluation Update.** On Monday evening, City Assessor Rosann Maurice-Lentz, and representatives from Vision and Property Valuation Advisors will give a statistical revaluation update to the City Council.

**Items Which Require Action Under Other Sections of the Agenda:**

1. **First Reading of Proposed Resolutions and Ordinances.**

   1.1 **First Reading of Proposed Ordinance Amendments to Chapter 4 Pertaining to the City’s Food Licensing and Regulations by striking Articles I-V in its entirety and replaced with new language.** As a result of the August 7, 2017 City Council meeting, under Section IX of the Agenda, I am bringing back for first reading the attached proposed Ordinance amending Chapter 4 Pertaining to the
City’s Food Licensing and Regulations by striking Articles I-V in its entirety and replaced with new language.

As a result of the July 2017 City Council Retreat, presentations were made by City staff regarding the need to update our local Fire, Building and Health Codes in order to reference current state statutes and to ensure that our local ordinances reflect best practices to guide public safety and public health. Chapter 4, Food Licensing and Regulations, needs to be completely revised in order to remove obsolete sections (e.g. Articles I- Milk; Articles II-Meat Inspections; Article III-Slaughter Houses; Article IV- Butchers) that are now regulated by state or federal regulations. The revised ordinance deletes and replaces Article V, Common Victuallers, by adopting the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration, Food Code, 2009 edition (“2009 FDA Food Code”) (which is also adopted in state regulation) and parts of NH Code of Administrative Rules, Part He-P 2300, Sanitary Production and Distribution of Foods (“He-P 2300”). Local Amendments to these rules will be proposed for the following sections: Outdoor Bars; Animals Prohibited; Mobile Food Units; Special Process Review; Food Processing Plants; Special Requirements for Bed and Breakfast Facilities and Soup Kitchens and Churches.

The revised ordinance will also set forth our current rules and procedures regarding Temporary Events, Licensing, Applications and Enforcement. It is important to note these changes will have little substantive effect on our long standing practices and procedures.

I am recommending the City Council move to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the September 5, 2017 City Council meeting, as presented. Action on this matter should take place under Section IX of the Agenda.

2. Public Hearing.

2. Public Hearing – Pursuant to RSA 31:95-b, II (a) Where The City Council Will Accept An Additional Appropriation Of Highway Block Grant Funds In The Amount of $369,065.05 In Accordance With Senate Bill 38 Adopted By The Legislature. As a result of the August 7, 2017 City Council meeting, under Section VII of the Agenda, I am bringing back for public hearing pursuant to RSA 31:95-b, II (a) Where The City Council Will Accept An Additional Appropriation Of Highway Block Grant Funds In The Amount of $369,065.05 In Accordance With Senate Bill 38 Adopted By The Legislature.

As you are aware, the Legislature passed Senate Bill (SB38) which provides an additional Thirty Million Dollars ($30,000,000) in highway aid to cities and towns. The additional amount for Portsmouth is $369,065.05. SB38 requires that before the expenditure of these funds, the City Council needs to hold a public hearing. In addition to the public hearing, the City Council would have to vote to accept the
funds. Action for acceptance of these funds will take place subsequent to the public hearing.

Please note that these funds cannot supplant our FY18 Budget, but these funds should go in our capital fund. City staff recommends that these funds be used to add to our paving program. This would be in addition to the $3,000,000 that the City Council has authorized for bonding. Therefore if you approve this, the City would have $3,369,065.05 for road repaving.

*I recommend the City Council move to accept and expend the funds, as presented. Action on this matter should take place under Section VII of the Agenda.*

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

1. **Request for Approval of Tentative Agreement between the Portsmouth School Board and the American Federation of State, County and Municipal (AFSCME) Council 93, AFL-CIO School Custodial.** The Portsmouth School Board has reached a Tentative Agreement with the American Federation of State, County and Municipal (AFSCME) Council 93, AFL-CIO School Custodial from July 1, 2017 to expire on June 30, 2020.

   For your information and to facilitate discussion regarding this matter, attached please find the following documents:

   - A letter from Thomas Closson, City Negotiator summarizing the terms of this Tentative Agreement;
   - The AFSCME School Custodial Unit Contract showing the insertions and deletions to implement the Tentative Agreement if approved; and
   - Cost Analysis of the Agreement.

   Also, this proposed Agreement is posted on the City’s Website at: http://www.cityofportsmouth.com/hr/contracts/School/Custodians%202017-20%20Draft.pdf

   *I recommend the City Council move to accept the proposed contract with the City of Portsmouth and AFSCME School Custodial from July 1, 2017 to expire on June 30, 2020.*

2. **Release of Request for Proposals for McIntyre Building.** Attached is a revised draft of the McIntyre RFP. Changes made since the last draft include: adding two residential use types (workforce housing and extended stay) and to overall preferred uses, adding interpretive kiosks and/or other ways to commemorate local history into urban design preferences, inserting language to encourage innovation in redevelopment plans, and reserving the right to negotiate with potential partners after interviews to invite a revised proposal (“best and final” offer) prior to final selection.
Contained in the RFP is a schedule that involves setting two additional special Council meetings to review proposals and interview potential partners for this public-private partnership. They are both for Monday evenings, with a 6 pm start: November 13th and November 27th.

*I recommend the City Council move to approve release of the RFP and schedule two special meetings for November 13 and November 27.*

3. **Approval of License Request Re: 177 State Street.** Jeffrey Bryan Remodeling Inc. has erected staging along a portion of Penhallow Street above the municipal sidewalk pursuant to an Encumbrance Permit to facilitate construction activities at 177 State Street. The staging in the front of the building along State Street is on the owner’s property not the municipal sidewalk.

The contractor needs additional time to complete the work, he has encountered structural problems with the rafters. He has requested a license agreement to continue the work through October 30, 2017.  *See attached sketch of the license area.*

City staff has no objection to the grant of a license provided that it includes the usual terms and conditions for insurance and includes as well as those from the encumbrance permit which includes scaffolding to be secured from unauthorized climbing, all equipment and tools removed at the end of the work day and the purchase of meter bags for any impacted parking spaces.

*I recommend the City Council move to authorize the Acting City Manager to negotiate and enter into a license with Jeffry Bryan Remodeling Inc to facilitate completion of construction activities at 177 State Street.*

4. **Approval of License Request Re: 175 Market Street.** In accordance with a Construction Management and Mitigation Plan, Hutter Construction seeks a license agreement to use a portion of the sidewalk along Market Street to facilitate construction activities at 175 Market Street. City staff supports the grant of a license as it is in accordance with the Construction Management and Mitigation Plan. If granted, the license would allow for staging as follows:

- Staging along the face of the existing building: 8/30/17 to 10/30/17
- Staging along the face of the new addition: 2/12/18 to 4/12/18

*See attached plan showing the staging area.*

As a condition of license, Hutter would agree that Market Street traffic will not be impacted. The staging will be erected along the face of the existing building and the new addition. The staging will fit on the sidewalk and except when work is being done on the ground floor, will have a pedestrian walkway underneath it. During the encumbrance period, a pedestrian crosswalk will be provided at either end of the encumbrance area.
I recommend the City Council move to authorize the Acting City Manager to negotiate and enter into a license with Hutter Construction to facilitate construction activities at 175 Market Street.

Informational Items:

1. **Events Listing.** For your information, attached is a copy of the Events Listing updated after the last City Council meeting on August 7, 2017. In addition, this can be found on the City’s website.

2. **Water Street Parking Memorandum.** Attached for your information is a memorandum from Parking Director Ben Fletcher regarding parking spaces in the Water Street Lot at Prescott Park.

3. **Doble Transfer and Senior Center Update.** Preparations for the acquisition of the Paul A. Doble Center and preparation for the building’s reuse as a Senior Center have continued. In the coming month, the Recreation Department Senior Services will be announcing an informational session for interested community members, which will focus on the planning for the transformation of the Doble Center into a vibrant and modern senior center. The engineering and design work is well underway and is being carried out in coordination with the Recreation Board’s Senior Subcommittee. The informational session will include presentations by the project team comprised of engineers and architects working on the adaptive reuse project. Recent developments in the transfer include the completion of the Section 106 process and progress on environmental studies by the Army Reserve. In addition, the Army Corps of Engineers has been engaged with the transfer. The Corps oversees the final steps of the transfer process for the Department of Defense; the transfer of the property to the City is still hoped for by the end of this calendar year.

4. **Vaughan-Worth-Bridge Strategic Planning Committee.** For your information, attached is a News Release notifying abutters and business owners about the Vaughan-Worth-Bridge Strategic Planning Committee Listening Session to be held on Tuesday, August 29, 2017 at 3:00 p.m., at The Music Hall, 131 Congress Street.

5. **News Release Re: Pre-Construction Meeting – Chestnut Street Streetscape Improvements.** Attached for your information is a news release regarding a pre-construction meeting for the Chestnut Street Streetscape Improvements on Tuesday, August 22, 2017 at 5:00 p.m., in Conference Room A at Portsmouth City Hall.
To: City Manager Bohenko and Portsmouth City Council  
From: Thomas M. Closson  
Re: Tentative Agreement with AFSCME School Custodial Unit  
Date: July 26, 2017

I am pleased to recommend a tentative agreement that the negotiating team recently reached with the AFSCME School Custodial Unit. The terms of this tentative agreement are summarized below. I will be happy to answer any questions that you may have.

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<thead>
<tr>
<th>CBA Provisions</th>
<th>Proposed Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Period – Article 9</td>
<td>Increase probationary period to 180 and 270 calendar days.</td>
</tr>
<tr>
<td>All Vacation And Sick Leave Articles – starting at Article 14</td>
<td>Convert current vacation and sick leave systems to an earned time system with available disability leave.</td>
</tr>
<tr>
<td>Re-employment List – Article 33</td>
<td>Limit to 2 years.</td>
</tr>
<tr>
<td>Clothing Allowance/Shoe Allowance – Article 72</td>
<td>Change uniform pants to “Carhart” style pants. Add the following additional language – “Every effort will be made to place the order in a manner which would result in uniform items arrival prior to the start of the school year.”</td>
</tr>
<tr>
<td><strong>Health Insurance – Article 90</strong></td>
<td>Eliminate outdated language. Effective July 1, 2017, District will offer SchoolCare Yellow Plan with ChoiceFund at 95%/5% premium cost share. Effective July 1, 2019, District will offer SchoolCare Yellow Plan with ChoiceFund at 90%/10% premium cost share.</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Dental – Article 94</strong></td>
<td>Update contract language to reflect current plan offering.</td>
</tr>
<tr>
<td><strong>Wages – Article 98</strong></td>
<td>COLA adjustments using current calculation (10 year rolling average CPI-U) of no less than 2% and no more than 5% on July 1, 2017, July 1, 2018, and July 1, 2019.</td>
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<tr>
<td><strong>Longevity Schedule – Article 99</strong></td>
<td>Increase on July 1, 2017, July 1, 2018 and July 1, 2019 by same COLA as wages.</td>
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## Custodians

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<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>Total for 3 year</th>
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<tr>
<td><strong>Salaries</strong></td>
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<td>812,406.00</td>
<td>826,842.00</td>
<td>840,341.00</td>
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<td>13,300.00</td>
<td>13,500.00</td>
<td>14,300.00</td>
<td>41,100.00</td>
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<tr>
<td><strong>Sub Total</strong></td>
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<td>825,706.00</td>
<td>840,342.00</td>
<td>854,641.00</td>
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<td><strong>FICA</strong></td>
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<td>479,687.12</td>
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<td><strong>Cost of Current Contract</strong></td>
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<td>982,637.85</td>
<td>1,000,259.08</td>
<td>1,017,279.18</td>
<td>3,000,376.12</td>
</tr>
</tbody>
</table>

**Additional Cost Proposed from TA**

<table>
<thead>
<tr>
<th></th>
<th>FY17 Base year</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
<th>Total for 3 year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COLA on base salaries</strong></td>
<td>16,248.13</td>
<td>33,404.40</td>
<td>51,435.58</td>
<td>101,088.11</td>
<td></td>
</tr>
<tr>
<td><strong>Longevity</strong></td>
<td>566.00</td>
<td>540.00</td>
<td>875.00</td>
<td>1,981.00</td>
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</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>16,814.13</td>
<td>33,944.40</td>
<td>52,310.58</td>
<td>103,069.11</td>
<td></td>
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<tr>
<td><strong>Medicare</strong></td>
<td>243.80</td>
<td>492.19</td>
<td>758.50</td>
<td>1,494.50</td>
<td></td>
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<tr>
<td><strong>FICA</strong></td>
<td>1,042.48</td>
<td>2,104.55</td>
<td>3,243.26</td>
<td>6,390.28</td>
<td></td>
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<tr>
<td><strong>Retirement</strong></td>
<td>1,913.45</td>
<td>3,862.87</td>
<td>5,952.94</td>
<td>11,729.26</td>
<td></td>
</tr>
<tr>
<td><strong>Total FICA, Medicare &amp; Retirement</strong></td>
<td>3,199.73</td>
<td>6,459.62</td>
<td>9,954.70</td>
<td>19,614.05</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost Rollout of Tentative Agreement</strong></td>
<td>20,013.86</td>
<td>40,404.02</td>
<td>62,265.28</td>
<td>122,683.16</td>
<td></td>
</tr>
</tbody>
</table>
WORKING AGREEMENT

BETWEEN

THE PORTSMOUTH SCHOOL BOARD
PORTSMOUTH, NEW HAMPSHIRE

&

PORTSMOUTH MUNICIPAL EMPLOYEES, LOCAL #1386

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES,

COUNCIL 93, AFL-CIO

SCHOOL CUSTODIAL

July 1, 2017 – June 30, 2020
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WORKING AGREEMENT

By this Agreement the School Board, School Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the Board, and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, representing all employees covered by this Agreement who are employees of the Portsmouth School District, do hereby reach agreement.

WITNESSETH

Whereas the Union established itself as the exclusive representative of the custodial employees of the Portsmouth School Board who are members of the unit and on regular active duty for the Board and enrolled on the Board's payroll, now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows.

1. Recognition

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, N.H. The Board hereby recognized that the Union is the sole and exclusive representative of the certified AFSCME unit. The Board agrees that it will not discriminate against, intimidate, or coerce employees in the exercise of their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of Chapter 273-A;5:A, B, C & D (PELRB).

2. Exclusive Representative

The Board hereby recognizes that the Union is the sole and exclusive representative of the permanent employees of the School Board who are members of the unit for the purpose of bargaining with respect to wages, hours of work and working conditions in accordance with the provisions of Chapter 273-A (PELRB). The Union unreservedly accepts and recognizes the necessity of the School Board to operate within the budget.

3. Bargaining with Individual Employees

The School Board agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours or work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB). The Union agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

4. Management's Rights

It is understood that the School Board shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the School Board in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and expressly limited by any of the provisions of this agreement.
5. Union Rights

It shall be the right of the Union to present and process grievances for its members whose wages, working conditions or status of employment are changed as a result of management's exercising the above mentioned rights, whenever such grievances exist in accordance with the provisions of Chapter 273-l:XII (PELRB).

6. Job Description

It is understood that the School Board will have exclusive control of the writing of new job descriptions. Changes in existing job descriptions must be agreed to by both the School Board and the Union.

7. Dues Deduction

Upon the presentation of a signed authorization card by the employee to the Superintendent, the School Board agrees to deduct official dues or representative fees of said Union from the wages of each employee covered by this agreement and pay the total amount of dues collected to AFSCME Council, 93, 8 Beacon Street, Boston, MA 02108, once a month, along with a statement indicating who has paid dues. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the School Board attempt to collect fines or assessments for the Union beyond the regular dues.

The Union will keep the School Board informed of the correct name and address of the Treasurer and Stewards of Local #1386, AFSCME.

8. Union Security

It is recognized that the negotiations for and administration of the Agreement entail expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will as a condition of employment by the Board execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union, which sum shall be retained for a scholarship fund. The School Board agrees to forward said representation fee along with a list indicating who has paid said fee, to the Treasurer of AFSCME Local #1386. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Vocational Education Program. The Committee to award the scholarship shall be made up of two members of the Union, and one member of the "representation fee" group, and the scholarship shall be given in the name of AFSCME.

9. Probation Period

Whenever the Board hires new employees, these employees shall serve a probationary period. This period will be no less than ninety (90) one hundred and eighty (180) calendar days, but may be extended up to two hundred and seventy (270) calendar days. Extension of these days must be made by the Facilities Director to the Business Administrator. During this period the employee shall be granted full coverage of the following benefits to which he/she is entitled, as soon as possible from his/her date of hire, carrier permitting.

<table>
<thead>
<tr>
<th>*Health Insurance</th>
<th>*Dental Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Days</td>
<td>Holidays</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td></td>
</tr>
</tbody>
</table>
Carrier requires a two week lead time prior to the first of the month. All other contract provisions and benefits shall be given to the employee upon completion of the probationary period. Whenever re-employments or recalls are made beyond a two year period, the individual shall reserve a probationary period required of new employees. It is understood that probationary employees are employees at will and may be discharged with or without cause.

10. Holidays

Regular, full-time employees shall be paid the following legal holidays. Should a holiday fall on a Sunday, it will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday. All regular, full-time employees shall be paid for this day. The following shall be designated as holidays.

| Independence day | * ½ day before Christmas |
| Labor Day | Christmas Day |
| Veterans' Day | Day after Christmas Day |
| ½ day before Thanksgiving | Day before New Year's Day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Memorial Day |
| **Martin L. King Day** | **Columbus Day** |

*The School Board agrees to grant a one-half (½) day before Thanksgiving Day and Christmas Day when the School Department is in session one-half (½) day before Thanksgiving Day and Christmas Day.

**Provided it is not a regular school day.

II. Holiday Pay

All hours worked on a holiday shall be at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday. Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, except in the case of sick leave supported by a doctor’s note.

12. Holiday Pay/Overtime

All hours paid on a holiday shall be counted as hours worked when computing overtime.

13. Holiday Pay/While on Leave

If a holiday occurs while an employee is on paid leave, the employee shall be granted an extra day. This day may be taken at any time during the year with sufficient notice, subject to the approval of the Facilities Director copies sent to Personnel.

14. Vacations

All full-time employees shall receive a paid vacation earned time. Length of service on the chart below will be measured as of the July 1 prior to the employee’s actual date of hire. For example, an employee whose first day of work for the District was September 20, 1998 will be deemed to have completed six years of service for vacation purposes on July 1, 2004. District seniority within
the building shall be the determining factor in selection of vacation time. Vacation pay will be based on an employee's regular rate of pay using the following schedule.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Current Employees</th>
<th>Employees hired after 12/22/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 Months</td>
<td>5 days</td>
<td>5 days</td>
</tr>
<tr>
<td>1 Year – 5 Years</td>
<td>10 days</td>
<td>1 Year – 5 Years 10 days</td>
</tr>
<tr>
<td>6 Years – 10 Years</td>
<td>15 days</td>
<td>6 Years – 10 Years 15 days</td>
</tr>
<tr>
<td>11 Years – 15 Years</td>
<td>20 days</td>
<td>11 Years – 15 Years 20 days</td>
</tr>
<tr>
<td>16 Years – 24 Years</td>
<td>25 days</td>
<td>16 years and beyond 25 days</td>
</tr>
<tr>
<td>25 Years and Beyond</td>
<td>30 days</td>
<td></td>
</tr>
</tbody>
</table>

All paid vacation leave earned time taken shall not be counted as hours worked when computing overtime.

**EARNED TIME.** It is the intent of this policy to explain the provisions and conditions of the Earned Time Program. The program has been created to provide, as equitably as possible, paid time off, to be used at the employee's discretion, while protecting an allotment of time for disability, hospitalization or injury.

Earned time is a combination of vacation and personal absence days. A separate account per year is accumulated for disability time (six days per year).

Earned Time is an alternative approach to the traditional manner of converting absences for vacation, sick leave, interim disability, maternity leave, by combining all these plans into one program. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. The exact amount of Earned Time accrued each year will depend on the years of service with the Portsmouth School Department.

Effective the date of this policy, employee's vacation time will be converted to earned time. Employee's sick time balance will be converted to the Disability Bank. Employees will accrue earned time based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Disability Bank</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 Months</td>
<td>12 days (5 vacation +7 sick)</td>
<td>6</td>
<td>18</td>
</tr>
<tr>
<td>1 Year – 5 Years</td>
<td>17 days (10 vacation + 7 sick)</td>
<td>6</td>
<td>23</td>
</tr>
<tr>
<td>6 Years – 10 years</td>
<td>22 days (15 vacation + 7 sick)</td>
<td>6</td>
<td>28</td>
</tr>
<tr>
<td>11 Years – 15 Years</td>
<td>27 days (20 vacation +7 sick)</td>
<td>6</td>
<td>33</td>
</tr>
<tr>
<td>16 Years – 24 Years</td>
<td>32 days (25 vacation + 7 sick)</td>
<td>6</td>
<td>38</td>
</tr>
<tr>
<td>25 years and Beyond</td>
<td>37 days (30 vacation + 7 sick)</td>
<td>6</td>
<td>44</td>
</tr>
</tbody>
</table>

**Employees Hired after 12/22/14**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Disability Bank</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 6 Months</td>
<td>12 days (5 vacation +6 sick)</td>
<td>6</td>
<td>17</td>
</tr>
<tr>
<td>1 Year – 5 Years</td>
<td>17 days (10 vacation + 6 sick)</td>
<td>6</td>
<td>22</td>
</tr>
<tr>
<td>6 Years – 10 years</td>
<td>22 days (15 vacation +6 sick)</td>
<td>6</td>
<td>27</td>
</tr>
<tr>
<td>11 Years – 15 Years</td>
<td>27 days (20 vacation +6 sick)</td>
<td>6</td>
<td>32</td>
</tr>
<tr>
<td>16 Years – Beyond</td>
<td>32 days (25 vacation + 6 sick)</td>
<td>6</td>
<td>37</td>
</tr>
</tbody>
</table>

All absences from regularly scheduled work will be charged to an employee's Earned Time. Exceptions are:

1. Administrative Leave
2. Unpaid leaves of absence
3. After absence due to personal illness/injury for more than three consecutive working days an employee may use his/her Disability Bank, if available.
4. **Bereavement Leave**  
5. **Military Leave**  
6. **Worker's Compensation**  
7. **Disciplinary Suspension**

Applicable request forms will be completed, signed by the Custodial Supervisor and approved by Facilities Director prior to the use of earned time, whenever possible.

**Employees may use their earned time as soon as it earned once they have completed their probationary period.**

**Accumulated Earned Time may be used for personal illness or accident, immediate family illness or accident, or compelling personal reasons.**
All Earned Time payments are computed at the employee's current base rate.

Employees are responsible for the Earned Time balance reflected on their pay stubs. Any errors should be reported immediately.

At separation, any unused earned time days will be cashed out at full value.

**Disability Bank**

In addition to the original sick leave balance that was transferred to the Disability Bank at the time this program was implemented, days will accumulate at the rate of six (6) days per year (or .5 per month).

The Disability Bank hours are to be used for extended illness, injury, disability related to pregnancy, or hospitalization only. Usage of the Disability Bank commences with the 4th consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use the Disability Bank Days. Periodic updates from the employee's physician may be required. In the event that an employee is hospitalized or has surgery (this includes day surgery procedures) for something other than a work-related problem, the Disability Bank may be used starting with the first day of hospitalization. Any disability related to pregnancy will be treated like any other medical condition.

An exception to the policy that requires the usage of three (3) Earned Time days before being permitted to access the Disability Bank when the disability is certified by a physician to be the same as for the original use or from the same cause as the original Disability Bank usage.

**Return to Work**: Following a period of absence due to illness/injury, medical documentation supporting the employee's ability to perform the essential functions of the job is required prior to returning to work.

The use of the Disability Bank for extended illness or injury requires medical documentation and may indicate the need for use of the Family Medical Leave Act and the need to contact the Human Resource Department concerning long-term disability.
Employees hired prior to January 1, 1990 may accumulate Disability Bank days without limitation. Employees hired after January 1, 1990 shall have disability leave bank accumulation limited to 150 days. Upon death of an employee while in the employment of the City, the City shall pay to his/her spouse or next of kin an amount equal to 100% of the value of his/her accumulated disability bank. Upon retirement from employment, upon voluntary termination of his/her employment, the City shall pay to the employee an amount equal to 60% of the value of his/her accumulated disability bank. Employees hired after July 1, 1996 shall receive no pay out at all for accumulated disability bank either for retirement or termination or death.

Exhaustion of Earned Time/Disability Bank. An employee on an approved absence who has used all Earned Time and Disability Bank days will be placed on leave without pay. If the illness/injury qualifies for FMLA leave benefits will continue for the period of the Family Medical leave. Employees will not accrue earned time while they are on a leave without pay status.

15. Vacation Earned Time Accumulation

No employee shall be permitted to accrue in excess of 1.5 times his annual earned vacation time accrual.

16. Vacation Earned Time Notification

Vacation Earned Time may be taken at any time during the year with sufficient notice subject to the approval of the Facilities Director.

The School Board agrees to notify each employee, in writing, of accumulated vacation earned time leave days once a year in the month of July.

18. Vacation Earned Time Termination

Upon his/her termination of employment, the School Board shall pay to the employee an amount equal to one hundred percent (100%) of vacation earned leave earned prior to the date of termination of employment. Upon the death of an employee while in the employment of the School Board, the School Board shall pay to that employee’s estate an amount equal to one hundred percent (100%) of earned vacation leave.

19. Changing Vacation Earned Time to Sick Disability Leave

Employees who are on paid vacation earned Time who are hospitalized for injury or illness may have their vacation time changed to sick disability leave.

20. Transfers and Postings

The School Board reserves the right and shall have the right to make transfers primarily on the basis of ability, performance, attitude, and appearance but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a reasonable opportunity to learn that job.

When a question arises as to the proper person having been chosen to fill any job and it cannot be resolved, it will be settled by using the grievance procedure.

All unit vacancies and new jobs that are to be filled shall be posted no later than five (5) days after the School Board has met in regular session after said vacancies or new jobs have occurred.
Custodial Supervisors will keep custodians who are supervised by them informed of any openings or transfers that occur in the Portsmouth School Department.

These vacancies and new jobs shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. When a vacancy, as determined by the Superintendent of Schools or a designee occurs, the position will be filled as soon as practicable. After the position is awarded, the name of the person who has been awarded the position shall be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Facilities Director and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) days after the written request has been requested.

The Vice-President and Shop Steward shall receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the School Board shall notify the Vice-President and the Shop Steward no later than thirty-five (35) work days after the position was posted or if the School Board, prior to posting, decides not to fill said vacancy or new position.

Job Elimination - It is understood that an employee may not bump an employee in a higher job category.

21. Job Posting

Job posting shall include job specifications, job location, shift and hours, if the job is permanent with a permanent rating. All postings are to be dated, indicating month, day and year.

The above procedure shall be followed in all vacancies whether temporary or permanent.

The School Board agrees that within ten (10) working days of the expiration of the posting period, the name of the successful applicant shall be posted in all of the schools including the following information: Job Location, Shift/hours, the month, day and year of the award.

After an award has been made concerning new jobs and vacancies, the name of the person, job location, shift, and/or hours shall be posted for five (5) working days. This also applies when the School Board goes outside to fill the above-mentioned jobs.

22. Non-Selection

Employees who apply for new jobs, promotions, transfers and vacancies who are not selected may request a meeting with the Facilities Director and Personnel Director in writing to discuss reasons for the non-selection. Said meeting shall be held within five (5) working days.

23. Management Positions

Vacancies in management positions shall be posted in each school to allow employees the opportunity to notify the School Board of their interest in the position.

24. Disciplinary Procedures

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
All suspensions and discharges must be in writing with reasons stated and a copy given to the employee and the Vice-President and the Shop Stewards at the time of suspension or discharge.

Custodians may be transferred for cause or when it is determined to be in the best interest of the district. The employee being transferred would replace the least senior person in the school that the custodian is being transferred to. The employee being bumped shall be put in the position vacated because of the transfer.

Disciplinary action shall follow this order:

A. Verbal warning
B. Written warning
C. Suspension without pay (five (5) days maximum)
D. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. An employee may be suspended or discharged without written or verbal warning for the following reasons:

(a) Misconduct during employment
(b) Incompetency or inefficiency
(c) Failure to perform assigned duties
(d) Disobedience to his superior
(e) Failure to observe rules and regulations
(f) Incompatibility with other employees
(g) Unauthorized absence from duty
(h) Being under the influence of liquor or illegal drugs while on duty
(i) Drinking intoxicating beverages and using illegal drugs on duty
(j) Falsifying sickness or any other cause of absence
(k) Falsifying time cards.

25. Just Cause

No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

26. Written Reprimand

Written reprimands will remain in the employee’s personnel file. However, after two (2) years, will not be considered as basis for future discipline.

27. Suspension Notices

Suspensions will remain in the employee’s personnel file. However, after three (3) years, will not be considered as basis for future discipline.

28. Seniority

An employee’s seniority shall commence with his/her date of hire and shall continue for as long as he/she is employed as a custodian. An employee shall not forfeit seniority for absences caused by the following:
(a) Illness resulting in total/temporary disability due to his/her regular work with the School Board, certified by an affidavit from the worker's compensation carrier.

(b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.

(c) Duty with the Armed Forces.

The School Department will post a seniority list on January 1st of each year.

29. Layoffs, Vacations and Overtime

Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off. Copies to be sent to the Union.

30. Seniority/Definition

Seniority shall be defined as having priority over or being given preference because of continuous years of employment as a custodian. In no case will seniority be forfeited or accrued while on layoff or approved leaves of absence as a Custodian.

31. Seniority List/Tie Breaker

The preparation and maintenance of the seniority list shall be the responsibility of the school district and is to be made part of this agreement as APPENDIX E. In the event two or more employees have the same date of hire, the earlier date of application shall prevail to determine seniority on the seniority list.

Once a year in the month of July the School Board shall provide the Unit Vice-President and Shop Steward with an updated seniority list. Upon (acceptance) by the Union, said seniority list shall be attached to this agreement as Appendix E.

32. Seniority/Forfeited

Seniority is forfeited by voluntary resignation, discharge for just cause and retirement.

33. Re-employment List

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list for a period of two years. Qualified and available permanent employees shall be reinstated before new employees are hired. (However see limitation in Section 35 for employees hired after January 1, 1990).

34. Sick-Disability Leave Days/Accumulation

Sick-Disability leave without loss of pay or fringe benefits shall be computed at the rate of (1.083.50) days per month or thirteen sixty-six (136) days per year and may be accumulated without limitation. Employees hired after 12/22/2014 will earn 1 day per month, or 12 days per year. For employees hired after 1/1/90 accumulation to be limited to one hundred fifty (150) days. It will be credited to an employee's record only after earned.
35. **Sick Disability Leave/Pay Back**

The School Board agrees to pay sixty percent (60%) of the accumulated sick disability days (in a cash payment at their present per diem rate) to any employee who terminates employment with District provided the employee has been employed in the system for ten (10) or more years, the only exception being if an employee is discharged for just cause. In all cases, prior notice of termination or retirement must be given a year in advance of that termination or retirement.

For employees hired after January 1, 1990, accumulation is limited to one hundred and fifty (150) days for both accumulation and buy back purposes with a buy back percentage at sixty percent (60%).

Employees hired after July 1, 1996 shall not receive any sick disability leave payout upon termination, retirement, layoff, or death.

Upon the death of an employee while an employee of the School Board, the School Board shall pay to his/her estate an amount equal to one-hundred percent (100%) of his/her accumulated sick disability leave in a cash payment at his/her present per diem rate. This payment shall be made within 60 days of death.

36. **Sick Disability Leave Pay Back/Reduction In Force**

Should a reduction in force occur, the Portsmouth School Board agrees that employees affected who were hired prior to July 1, 1996, will be paid sixty percent (60%) of their accumulated sick days, after a similar vested interest as required by the NH State Retirement Law (ten (10) years) in a cash payment at their RIF rate of pay after being on re-call list for two years. The employees affected must remain on the re-employment list for the full duration and not be recalled.

37. **Sick Disability Leave/Notification**

The School Board agrees to notify each employee in writing of accumulated sick disability leave days once a year in the month of July.

38. **Sick Disability Leave/Overtime**

All paid sick disability leave taken shall not be counted as hours worked when computing overtime.

39. **Sick Leave/Medical or Dental**

Sick leave shall be used for medical or dental appointments during working hours. Employees shall be charged for actual time absent.

40. **Sick Leave/Call In**

All employees shall call in at least two (2) hours prior to shift starting time if they are taking a sick or unscheduled time off day. This does not apply in cases of emergency.
41. Sick Leave/Use

Sick leave shall be used for self or up to fifteen (15) days per year may be used when imperative to care for a member of the employee's immediate household. Immediate family shall include spouse, child or parent. This may be extended under extenuating circumstances by the Superintendent of Schools.

42. Bereavement Leave

In addition to sick leave, bereavement leave will be granted, as follows:

- **Up to three (3) days**
  - brother-in-law
  - sister-in-law
  - grandparents
  - Aunt or uncle
  - Niece or nephew
  - blood relative or ward residing in the same household

- **Up to five (5) days**
  - parents
  - sister
  - brother
  - parent-in-laws

- **Up to seven (7) days**
  - husband or wife
  - children
  - Civil Union

Extensions may be granted by application and approval of the Superintendent.

43. Personal Days

All employees shall be entitled to four (4) non-accumulative personal days per year. All paid personal leave taken will be counted as hours worked when computing overtime.

44. Personal/Sick Days Conversion

The Portsmouth School Board will provide one (1) day of additional pay, at the custodian's present rate of pay, to any custodian who has used NO SICK/DISABILITY OR PERSONAL DAYS during the full school year. Permission to use these days is subject to the approval of the FACILITIES DIRECTOR twenty-four (24) hours prior to taking, except in the case of an emergency.

45. National Guard/Armed Reserves Leave

An employee called to serve a training tour of duty or for emergency (floods, hurricanes, riots, etc, or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Reimbursement under this section shall not exceed four (4) weeks per employee per year.
46. Civil Leave for Juror or Witness Service

Employees who are subpoenaed as witnesses in a civil or criminal case, or who are called for service on a jury, will be granted paid leave for the period of time they are unable to report to work. The employee shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the School Board.

All time spent while serving on jury duty shall not be counted as hours worked.

48. Leaves of Absence

A leave of absence may be granted without pay or benefit, with the written approval of the Superintendent and the School Board after an employee has been employed for at least three years.

49. Leave of Absence/Unit Vice-President

When an employee is elected Vice-President of Local #1386 and has to do work which involves being away from his/her work with the School Board, that employee shall, at the written request of the Union, no less than fifteen (15) days in advance, be granted a leave of absence up to a maximum of three (3) work days per year with full benefits and no loss of seniority or other benefits. The Vice-President may be granted up to eight (8) additional hours of leave if requested in writing, no less than fifteen (15) days in advance, and approval by the FACILITIES DIRECTOR, a copy sent to Personnel.

50. Leave of Absence/Conventions

Employees elected as delegates to either the AFSCME International Convention, New Hampshire Employees’ Council #93 Convention, or the New Hampshire State Labor Council Convention shall be allowed a leave of absence with no loss of pay not to exceed one working day per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence shall be granted to only one union employee to attend the above-mentioned conference.

51. Management-Labor Meetings

Officers and members of Local #1386 shall be allowed to meet with the School Board representatives whenever necessary to carry out the contents and purpose of this Agreement and shall suffer no loss in pay or benefits in attending such meetings as provided in Chapter 273-A:ll - PELRB.

52. Leave of Absence/Maternity/Adoption Leave

Upon application of the employee to the Superintendent of Schools, a maternity leave of absence shall be granted to permanent female employees, without pay or benefits, for a period not to exceed two (2) years.

Upon application of the employee to the Superintendent of Schools, a female employee adopting a minor shall be granted a leave of absence. This leave is without pay or benefits and shall not exceed two (2) years. This leave shall commence upon the de facto custody of the said child or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

An employee upon returning from the above leaves shall be offered a similar category of employment.
All benefits to which an employee was entitled to at the time of the approved maternity leave shall be restored to him or her upon returning to work.

**Family Medical Leave Act**

The parties agree that the provisions of the Family Medical Leave Act of 1993 shall apply to all bargaining unit members. The Family Medical Leave Act gives employees the right to take time away from work in the event of certain illness or injuries to the employee and/or to care for family members as defined by the Act.

**EXAMPLES:**

A. To care for newborns or recently adopted children  
B. To care for a foster child  
C. To take time off for employees own serious health problems.  
D. To care for a spouse, parent or child with a serious health problem.

The parties recognize that the School Board in due course will adopt a policy implementing procedures for complying the FMLA.

53. Consultation

In the interest of fostering ongoing communication, representatives of the Union shall meet with the School Superintendent or a designee appointed by the Superintendent of Schools when requested but not too exceed more than once a month to discuss matters of concern of both the Union and the School District.

**Hours of Work**

54. Normal Work Week

The normal work week shall consist of any five consecutive days, Monday through Saturday. The normal work day shall consist of any eight consecutive hours within a 24 hour period, exclusive of 1/2 an hour for lunch period for the day shift and 1/2 an hour for the night shift employees.

55. Work Schedule Change

In the event that it is necessary to change the work schedule in effect, it may be changed provided two (2) weeks’ notice is given in advance to those employees affected, stating the duration of the change. This shall not apply in an emergency situation. Any changes not covered by this section, hereof, shall be by agreement of the parties.

56. Compensatory Time

All employees will be paid for all hours worked according to the applicable rate set by this agreement. Compensatory time shall be granted by mutual agreement at the applicable rate. However, this compensatory time must be taken within the same pay period.
57. Hours (Work Shifts - Posting)

Hours of work and work shifts shall be posted on the bulletin boards at each of the schools, once a year in the month of July. (See Appendix).

58. Evaluations

Each year by April 1, all custodians will be evaluated by their immediate supervisor after which all employees shall have a conference. All employees covered by this agreement shall have a conference with their supervisors to explain their evaluations. After that conference, both the employee and the supervisor are to initial the evaluation and, if it is desired, either may at that time indicate and attach any substantial agreement or disagreement with that which is written. Such initials shall indicate only that the evaluation has been read and in no way indicates agreement. Upon notice, employees shall have the right to review and reproduce material in their personnel files.

59. No Strike Clause

There shall be no strikes of any kind, stoppage of work, slowdowns or any kind of interference with or interruptions of the School Board's business by the Union or its members. There shall be no lockout, partial or total, by the School Board, as provided in Chapter 273-A:3 (PELRB).

60. Stability of Agreement

Should any article, section, portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

61. Work Breaks

Coffee breaks or other similar breaks shall be granted to all employees covered by this agreement for a fifteen (15) minute period during each four consecutive hours of work.

62. Overtime

All employees shall receive time and a half for all hours worked over forty in any one week.

Employees who are requested to work for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodian’s hours) will be paid at time and one half their regular hourly rate of pay.

63. Overtime/Supervisors

Custodial Supervisors will not be eligible for custodial overtime until all eligible custodians covered by this agreement are given an opportunity to work such overtime in the building where the overtime occurs.
64. Overtime/Double Time

Employees who are requested to work on Sundays for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodians’ hours) shall be paid two times their regular hourly rate of pay.

65. Overtime/Avoid Payment of

The SAU agrees that the employee's normal work day or normal work week shall not be interrupted to avoid payment of overtime.

66. Procedure for Overtime

All employees will be considered equally for overtime.

Overtime will be offered to custodians in the building where the overtime occurs through the process of most senior to least senior employees (temporary and probationary employees will be included after the least senior employee).

Should all building employees where the overtime occurs decline overtime, the least senior employee will be required to take the overtime; on a rotating basis.

The Union shall provide the Portsmouth School Board with a list of employees willing to perform overtime in school other than those they are currently assigned to. Such employees may be used in overtime situations at the assigning supervisors discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

The provision of this Article will not prevent management from responding outside of its provisions in an emergency.

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

67. Substitutes

The School Department will attempt to establish and maintain a list of qualified substitute custodians as well as a list of employees desiring work beyond their regular schedules. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one or more days. A reasonable effort will be made to find substitutes to replace members of the bargaining unit who are out of work for four (4) or more consecutive work days.

68. Call-In Time

Employees who are called in to work outside their regularly scheduled working hours shall be paid a minimum of three (3) hours at time and one-half their regular hourly rate.

69. Safety

The School Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the School Board and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees
that its members who are employees of the School Board will comply with the School Board's rules and regulations relating to safety, economy, and efficiency of services to the School Board and to the public.

70. Proper Care

The Union and its members agree to exercise proper care and to be responsible for all School Board property issued or entrusted to them.

71. Personnel File

Employees may make copies of any and all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required. No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

No information contained in the personnel file of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of wages. Any documents to be placed in a custodians personnel file shall be photocopied and sent to the custodian the same time they are placed in the personnel file. No document may be used against an individual if a copy has not been given to the individual.

72. Clothing Allowance/Shoe Allowance

Effective July 1 of each year, each full-time employee will receive an annual clothing allowance (excluding boots) of $266 (pro-rated for part-time employees), which may be used to purchase clothing items listed below. This list may be modified by mutual agreement.

- Long-sleeve shirts
- Short-sleeve shirts
- Pants
- Shorts
- Polo shirts
- Rain gear
- Jackets
- Gloves
- Sweatshirts

The employee shall place an order with the Facilities Director, who will issue a voucher to pre-approved uniform distributors. The Facilities Director may require employees to use the clothing allowance to purchase particular items of clothing when in the Director’s discretion this is necessary to maintain appropriate levels of appearance.

No later than 30 days after the completion of the probation period, or as soon as possible thereafter, employees will be issued new uniforms. Employees shall return to the District on an annual basis any clothing purchased by the School Board that is no longer being used by the employee. Upon termination each employee must return all uniforms. Upon termination each employee must return all uniforms. The School Department will provide eighteen hundred dollars ($1800.00) annually for workboots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. Effective July 1, 2012 the School Department will provide ninety dollars ($90.00) annually for workboots/shoes/sneakers and one hundred dollars ($100.00) effective July 1, 2013. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.
73. Special Clothing

Special clothing will be issued upon the request of a custodian if approved by the Facilities Director, a copy sent to Personnel.

74. Retirement

All employees covered by this agreement shall participate in the New Hampshire State Employee's Retirement System in accordance with its terms.

75. Credit Union

As an additional service, all employees are entitled to participate in the Portsmouth Northeast Federal Credit Union.

76. Bulletin Boards

The School Board shall provide space for bulletin boards for the posting of notices of the School Board addressed to the employees and notices of the Union addressed to its members.

77. Non-Contracting Service Clause

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees.

78. Grievance Definition

A grievance for the purpose of this Agreement is a complaint against the employer by an employee or the Union with respect to the meaning and/or application of a provision of this Agreement.

79. Grievance Time Frame

A grievance must be filed within eight (8) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:

80. Grievance Procedure

A. An employee (or the Union) who has a grievance shall discuss the grievance with his steward. An initial meeting will be held among the employee, a Union representative, and the Facilities Director for the purposes of determining if the matter can be resolved informally.

B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the Business Administrator within five (5) working days after the meeting with the Facilities Director. The grievance shall be in writing on an official grievance form. The Business Administrator shall meet with the Facilities Director, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.
C. An unfavorable decision in Step B may be appealed in writing to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools shall have four (4) working days to render a decision in writing.

D. An unfavorable decision in Step C may be appealed in writing to the School Board. The request for a hearing must be sent in writing to the School Board within ten (10) working days of Step C's unfavorable decision. The School Board will have twenty (20) working days to render a decision in writing.

E. If the Union is not satisfied with the disposition of the grievances by the School Board, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representative of the Department involved, Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration.

F. If no agreement has been reached in Step E, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration. If the parties cannot mutually agree to an arbitrator, then the parties will select an arbitrator using the New Hampshire Public Employee Labor Relations board and its procedures. The parties further agree to accept the Arbiter's award as final and binding. The cost of said arbitration will be shared equally.

Should the Union wish to submit a grievance to Arbitration, it must notify the School Board in writing within thirty (30) working days following the Union's receipt of the School Board's answer in Step D or it will be considered untimely and the Union's right to arbitration shall be waived. An Arbiter shall have no authority to change, alter or amend any provisions in this contract.

G. By mutual agreement of the parties, the above time limits may be extended to any step and may be by passed for failure to respond.

H. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.

I. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.

J. The parties agree that any arbitration award rendered under this agreement may be subject to review as set forth in RSA:542.

81. Summer School Vacation and Non-School Days

All employees covered by this Agreement shall be given the opportunity to work days whenever possible during the summer school vacation at the discretion of their supervisors. No employee shall be required to work weekends during summer school vacation. This does not apply in cases of emergency or special functions. By mutual agreement between the principal and the employee, a work week of four 10-hour days may be implemented during the summer school vacation.

82. Related to Another Employee

No employee related to another employee shall work in the same building if one of the employees is in a supervisory capacity.
83. Copy Equipment

The School Board agrees to allow the use of its copying equipment to members of the custodial unit when the purpose is to provide notices and information to its members. This work will be performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the Union. Copies of all notices shall be sent to the Principal of the building where notices are copied. Copies of all notices shall be sent to the principal of the building where the notices are copies.

84. Copies

The School Board agrees to provide 40 copies of the custodial agreement at the School Board's expense. The NEGOTIATOR/PERSOONNEL DIRECTOR shall comply with this provision not later than 30 working days after the signing of this agreement or as soon as possible thereafter.

85. Benefits

Nothing in this agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefits now enjoyed by the custodians.

86. Emergency Definition

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

87. Higher Rate Assignment

Any employee who shall perform duties paying a higher rate shall be paid at the higher rate while performing such duties, but at no time shall an employee be paid at a lower rate than that for which he is classified. Employees designated in writing to fill in for a supervisor for a consecutive period of two weeks or more shall receive a supervisor’s wage rate.

88. School Buildings

The School Board agrees that the bargaining unit and its representatives may have permission to use a designated room with sufficient prior notice, in a school building to conduct general meetings at reasonable hours.

89. Bonding of Employees

The School Board will provide employees whose duties include responsibility for handling of monies will be bonded and those employees will be rendered safe from prosecution if those monies are destroyed, stolen, damaged or lost through no fault or negligence of the employee.

Insurance

90. Health Insurance

The School Board shall provide health insurance for individual, two person, or family coverage for full-time employees. The health insurance will be BC/BS Plan COMP-100 with a Managed
Care Rider, Blue Choice One (1) or Matthew Thornton as available through the NHMA Health Insurance Trust or equal and comparable coverage to such plans. Said plans shall include at least $1,000,000.00 life time coverage. Employees will be provided the option of switching plans prior to the beginning of each plan year. The employee's decision to switch plans must be made in writing by April 1 of the plan year about to end. The health insurance will be SchoolCare’s Yellow Plan with ChoiceFund. The School District will pay 95% of the premium, and the employees will pay 5%.

Effective July 1, 2019, the School District will pay 90% of the premium and the employees will pay 10%.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this three (3) year contract – such plan would only become effective if ratified by the Union, approved by the School Board and approved by the City Council.

The Board need not provide health coverage if the employee is already covered under the same plan or a plan with equal benefits. If an employee is found to have dual coverage, the employee must pay back to the Board an amount equal to the premiums paid by the Board during this time.

Should the parties agree to change from BlueCross to SchoolCare anytime during the term of this contract, the employees will pay fourteen (14%) of the premium and the City will pay eighty-six percent (86%).

Effective July 1, 2012, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars ($5.00) for office visits, twenty-five ($25) for emergency room visits and $10/$20/$45 for 30-day retail or 90-day mail order prescriptions.

Effective no later than 60 days after the Execution of the Agreement, employees will only be eligible for the following health plans:

Blue Choice $10/$20/$45 for prescriptions with the School District paying 80% of the premium and the employee paying 20%.

Matthew Thornton $10/$20/$45 for prescriptions with the School District paying 84.5% of the premium and the employee paying 15.5%.

The union agrees to participate in a City-wide committee to explore health insurance options.

Effective as soon as possible after final approval of this contract, the School Board will offer employees the option of participating in an IRS 125 Plan (premium conversion plan) so employees may pay their portion of the premium with pre-tax dollars (applicable to co-pay attributed to 95 if possible).

Effective July 1, 2016, the employees will change to SchoolCare’s Consumer Driven Health Plan (CDHP) with the Health Reimbursement Account. The School District will pay 95% of the premium, and the employees will pay 5%.

In November 2016 if at any time, if the total premium cost for any of the CDHP-Yellow plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act’s Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a plan that does not exceed the threshold level for assessment of the
Affordable Care Act’s Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act’s Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt. If the re-opener is triggered, the School Department will cooperate and assist the Union to obtain health insurance bids from the companies selected by the Union, to the extent possible.

91. Health Insurance/Upon Retirement

Upon notification, by eligible employees of their retirement the School District shall inform the employee of their rights under law regarding Health/Dental Insurance coverage after retirement.

92. Long Term Disability

The Board will purchase income protection insurance for each employee to begin on the ninety first (91st) day of disability in an amount equal to sixty six and two thirds percent (66 2/3%), up to four thousand dollars ($4,000) of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits.

93. Life Insurance

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee.

94. Dental

The School Board agrees to provide Cigna Dental with an annula limit of One thousand, five hundred dollars ($1,500) (Plan OneF - see Appendix C) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan. In exchange for accepting SchoolCare, the School Board will provide Cigna dental insurance with an annual limit of One thousand, five hundred dollars ($1,500).

95. Liability Insurance

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

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

96. Unemployment Compensation

All unit employees shall be covered by the State of New Hampshire Unemployment Compensation Act, as provided in Chapter 348 and all amendments thereafter.
97. Worker's Compensation

Worker's Compensation benefits will be provided as specified in the New Hampshire Statutes. In cases where an employee is on total disability, the School Board shall pay to the employee the difference between the Worker's Compensation benefit and the employee's take-home pay. In accordance with past practice an employees accumulated sick leave time shall be used to pay the supplemental pay to make up the difference in the Worker's Compensation benefit and the employee's take home pay.

In no event shall such payments exceed fifty-two (52) weeks.

Wages

98. Wages/Time Frame

Employees shall be paid in accordance with the following schedule, the rate of pay established in accordance with the position classification, and the rates which are included in this Agreement. Wage increases and fringe benefits shall be effective as of July 1, or date designated each year according to the schedule on the next page.

A. Effective July 1, 2014:

| Step A - Starting pay to completion of probationary period | $13.56 | $14.38 |
| Step B - End of probationary period to one (1) year | $14.38 | $15.25 |
| Step C - One (1) year to two (2) years | $15.26 | $16.19 |
| Step D - Over two (2) years | $16.96 | $17.98 |
| Step E - Over three (3) years | $18.12 | $19.22 |

B. COLA Adjustments

Effective July 1, 2014 the employees’ wages will be adjusted by 2.02%. On July 1, 2018 and July 1, 2019, a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten-year rolling average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent November to November period preceding the July 1 adjustment. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the ten-year rolling average of the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.

Applicability After Contract Expires: It is clearly understood that in the event that the three year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2017, that no further COLA adjustments after July 1, 2016 will be generated under the
Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed “status quo” as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2017.

99. Longevity Schedule

Longevity will be paid in accordance with the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>August 2014</th>
<th>August 2015</th>
<th>August 2016</th>
<th>August 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$475</td>
<td>$600</td>
<td>$700</td>
<td>$714</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$575</td>
<td>$700</td>
<td>$800</td>
<td>$816</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$675</td>
<td>$800</td>
<td>$900</td>
<td>$918</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$775</td>
<td>$900</td>
<td>$1,000</td>
<td>$1,022</td>
</tr>
<tr>
<td>After 25 years</td>
<td>$875</td>
<td>$1,000</td>
<td>$1,100</td>
<td>$1,122</td>
</tr>
</tbody>
</table>

Increasing by $150.00 for each additional five years of service.

Length of service on the chart above will be measured as of the July 1 prior to the employee’s actual date of hire. For example an employee whose first day of work for the District was September 20, 1999 will be deemed to have completed five years of service for longevity purposes on July 1, 2004.

Longevity will begin on the first day of hire and will be paid to the nearest payday after August 1. Longevity is based on years of employment with the School Board in any full-time capacity.

The longevity stipend will increase on July 1, 2018 and July 1, 2019 by the 10-year rolling COLA average, as described in Article 98.

100. Shift Differential

Effective upon the approval of this Agreement by the City Council, a shift differential of eighty cents ($0.80) per hour shall be paid to all employees whose work schedule is at least 6 hours after 3:00 P.M. on any work day.

101. Collective Bargaining Procedure

Any party desiring to bargain shall serve written notice of its intention on the other party at least one hundred twenty (120) days prior to May 16th.

The parties agree to enter into negotiations no later than the third week of January, if possible, to reach agreement on salaries, fringe benefits and other conditions of employment, pertinent to the provisions of N.H. RSA 273-A.

102. Direct Deposit

The School Board shall, upon written request and authorization from the employee forward said employee’s paycheck as a direct deposit to any bank. The School Board shall not be held responsible for any delay experienced by the employees due to the transfer of funds through electronic transfer.
103. Mileage

Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed. based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

105. Duration of Agreement

The School Board agrees to a three (3) year contract. This agreement shall be in full force and effective from July 1, 2014 through June 30, 2017 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A: 3:ll.

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

Signatures

EXECUTED THIS DAY OF _____________

FOR THE PORTSMOUTH SCHOOL BOARD

Leslie Stevens
School Board Chairman

Edward McDonough, Stephen Zadravec
Superintendent of Schools

Thomas Closson
City Negotiator

FOR LOCAL #1386 AMERICAN FEDERATION OF STATE, COUNTY MUNICIPAL EMPLOYEES AFL-CIO.

Mark Whiting, Mike Finn, President

Harriett Spence
AFSCME Coordinator

Dave Perkins
Unit Chair

Alvin Walker
Negotiating Team
APPENDIX A

TITLE: Custodian
TITLE OF IMMEDIATE SUPERVISOR: Custodian Supervisor of Facilities Director

Nature and Scope:

Job Summary:

1. Duties, that are incidental to custodial functions, in building or buildings and care of grounds assigned.

2. Performs duties as required to carry out principal’s program, or programs assigned.

Accountability:

1. Accountable for cleaning and general appearance of building or buildings assigned, and surrounding grounds assigned.

2. Adjustments of heating controls when specified, perform boiler checks are requested by their building supervisors.

3. Minor repairs when necessary and possible.

4. Maintaining of security of the building or buildings during regular working hours and on special occasions as scheduled by supervisor.

5. Setting up for all special events when requested to do so.

6. Reporting to supervisor of any problem in areas assigned-custodial or maintenance.

7. Performs other related duties as required.

Work Performed:

1. Performs such duties as outlined by supervisor to maintain orderly general appearance in all assigned areas.

2. Adjustments of heating controls when specified as required by their building supervisor.
3. Perform minor maintenance repairs when possible (window replacement, lock repair, routine painting, etc.)

4. Check all doors and windows, when school is not in session or use, for security reasons, answer all alarms or other emergencies when called by the appropriate officials, report any problems to supervisor immediately when security problems exist.

5. Setting up necessary equipment for special events when requested to do so.

6. Reports any problems, custodial or other to supervisor immediately.

7. Maintains specified areas on grounds (snow removal, etc.)

8. Removes rubbish and waste paper.

9. Performs duties as required to carry out principal’s program or programs as assigned.

10. Perform other related duties as required.

Special Note: Cleaning, as Defined Is:

1. Sweeping and washing as necessary; sealing and waxing, as necessary.

2. Washing and disinfecting toilet bowls, lavatories, urinals, water fountains, walls, floors, and other specified areas.

3. Dust woodwork and furniture (wash and/or polish if necessary.)

4. Vacuums and shampoos rugs.

5. Cleans windows.

Equipment Used:

Necessary equipment supplied by supervisor-tools, pails, mops, brooms, floor equipment, and other necessary supplies.

Records and Reports:

Building problems to supervisor.
JOB TITLE: School Lunch Driver, Food Services

DEPARTMENT: Custodian

TITLE OF IMMEDIATE SUPERVISOR: Facilities Director

Nature and Scope:

Job Summary:

1. Responsible for pickup and delivery of food, paper goods, custodial supplies, mail, equipment to specified areas.

2. Perform cleaning duties and other related duties, as required.

Accountability:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified materials for turn-in to supervisor.

2. Cleaning of specified areas in kitchen and other areas in accordance with instructions from supervisor.

3. Cleaning of the truck and equipment used for carrying food.

4. Arranging stockroom as instructed by supervisor.

5. Performing other related duties as required.

Work Performed:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified.

2. Cleaning of specified areas in kitchen and other specified areas.

3. Cleaning of trucks and equipment used.

4. Other custodial work (during summer months).

5. Arranging stock room as instructed by supervisors.

6. Performing other related duties as required.

Equipment Used:

Trucks (Food Service and other), necessary equipment supplied by supervisor for job assigned.

Records and Reports:

Making out of delivery slips for supervisors, assisting in inventory records.
APPENDIX C

YOUR DENTAL CARE BENEFITS:

Your dental plan is comprehensive. It will pay the following percentage of your bill for all dental procedures covered by the plan.

<table>
<thead>
<tr>
<th></th>
<th>Paid by Delta</th>
<th>Paid by Patient</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COVERAGE A:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic – Initial Examination; Examinations to determine the required dental treatment once in a 6-month period: X-Rays – Full Mouth/Panorex X-Rays once in a 3-year period; Bitewing X-Rays once each 12-month period; Periapical X-Rays as necessary</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Preventive – cleaning once in a 6-month period;</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Fluoride once in a 12 month period (age limit 19); Space Maintainers</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COVERAGE B:</strong></td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Restorative – Amalgam, Silicate and Acrylic restorations</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Oral Surgery – Extractions</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Endodontics – Pulpal therapy; root canal filling</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Periodontics – Treatment of gum disease</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Denture Repair – Repair of removable denture to its original condition</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Palliative – Emergency treatment</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td><strong>COVERAGE C:</strong></td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Prosthodontic – Bridges, partial and complete dentures, rebase and recline, crowns, inlays and onlays</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

**EXCLUSIONS:**

Services which are not covered by your plan include orthodontics, cosmetic dentistry, equilibration, analgesias, plaque control programs, sealants, myofunctional therapy, implantology, prescription drugs, and treatment of temporomandibular joint dysfunctions.

**MAXIMUM:**

The maximum amount which your plan will pay is $750.00 per person per Contract Year.
# Custodial Seniority List

**Appendix D**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dale E. Durgin</td>
<td>06/20/88</td>
</tr>
<tr>
<td>Thomas Howe</td>
<td>02/01/96</td>
</tr>
<tr>
<td>Matt Dwyer</td>
<td>07/22/98</td>
</tr>
<tr>
<td>Abdel Touhami</td>
<td>06/27/01</td>
</tr>
<tr>
<td>Alvin Walker</td>
<td>09/20/01</td>
</tr>
<tr>
<td>Edward MacPherson</td>
<td>09/24/01</td>
</tr>
<tr>
<td>Florina Cole</td>
<td>9/19/00</td>
</tr>
<tr>
<td>Ralph Langer</td>
<td>06/02/03</td>
</tr>
<tr>
<td>Ronald Ouellette</td>
<td>12/6/04</td>
</tr>
<tr>
<td>Sue Pickering</td>
<td>8/25/05</td>
</tr>
<tr>
<td>Nelson Lee</td>
<td>9/10/07</td>
</tr>
<tr>
<td>Victor Jines</td>
<td>9/8/08</td>
</tr>
<tr>
<td>Tracy Pratt</td>
<td>9/14/09</td>
</tr>
<tr>
<td>John Schmitt</td>
<td>1/14/10</td>
</tr>
<tr>
<td>Helena Benson</td>
<td>9/03/10</td>
</tr>
<tr>
<td>Dave Perkins</td>
<td>9/14/10</td>
</tr>
<tr>
<td>Tracy Rolfe</td>
<td>3/7/11</td>
</tr>
<tr>
<td>Robert White</td>
<td>8/28/04</td>
</tr>
<tr>
<td>Chad Stefanowicz</td>
<td>10/30/11</td>
</tr>
<tr>
<td>John Maki</td>
<td>2/13/12</td>
</tr>
<tr>
<td>Steve O’Neil</td>
<td>7/07/14</td>
</tr>
</tbody>
</table>
APPENDIX E

Instructions: To be eligible for the allowance, the workboots/shoes must:

- Be designed and suitable work boots/shoes
- Be of substantial quality and made for long-term wear
- Have leather or suitable durable uppers with adequate toe and upper arch protection
- Have steel shank or proper reinforced arch support
- Deemed to be a “safety” shoe by the Portsmouth School Department
- Have non-slip, non-marking oil resistant soles
- Have proof of purchase after July 1, 2004

Further, the workboots/shoes may:

- Have high tops (boots) or may be of the low cut (shoe) type
- Have steel toe, although not required
- Vary in color or style
- May be of the “sneaker” type as long as they satisfy the above requirements

A copy of store receipt indicating purchasing information and workboots/shoe cost must be attached.

To the best of my knowledge the workboots/shoes purchased meet the above specifications and are eligible for the payment allowance reimbursement.

__________________________________  ________________________________
Employee       Date

__________________________________  ________________________________
Supervisor      Date
CITY OF PORTSMOUTH, NH
REQUEST FOR PROPOSALS

DEVELOPMENT PARTNERSHIP FOR REUSE & REDEVELOPMENT OF THE
THOMAS J. MCINTYRE FEDERAL PROPERTY
80 DANIEL STREET
PURSUANT TO THE HISTORIC SURPLUS PROPERTY PROGRAM
I. ANNOUNCEMENT

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REQUEST FOR PROPOSALS
DEVELOPMENT PARTNERSHIP WITH THE CITY OF PORTSMOUTH
FOR THE FEDERAL McINTYRE PROPERTY

Sealed submissions responsive to this Request for Proposals, plainly marked “RFP ## Development Partnership with the City of Portsmouth for the Federal McIntyre Property” on the outside of the mailing envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 will be accepted until 2:00 p.m. on November 6, 2017.

The City is interested in entering into a public/private partnership for reuse and redevelopment of the McIntyre Property, a 2.1 acre site in the City’s central business district located at 80 Daniel Street. The City has been invited to submit an application for acquisition of the property for Historic Monument purposes from the General Services Administration (GSA).

As such, the City is currently inviting Proposals from eligible prospective partners who have proven experience with projects of similar size, nature and complexity, and can demonstrate sufficient financial resources to support a successful redevelopment of this magnitude. This Request for Proposal details the City’s objectives, and asks prospective partners to submit proposals that respond to these objectives.

Through this Request for Proposals process, the City hopes to select one proposal that best meets its objectives and to negotiate with the selected proposer a Development Agreement and a long-term lease.

This Request for Proposals may be obtained by visiting the Finance/Purchasing Department section of the City of Portsmouth website at www.cityofportsmouth.com. Addenda to this request, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. If you have any questions please contact the Finance/Purchasing Department at: (603) 610-7227. In addition, the RFP and other project information are available at www.planportsmouth.com.

The City of Portsmouth reserves the right to reject any or all submissions, to waive technical or legal deficiencies, to proceed or not with any proposal or process, and to negotiate such terms and conditions of any proposal or contract that may be in the best interest of the City.

The City reserves the right to terminate or amend this process at any time.
The City of Portsmouth is pleased to invite eligible\(^1\) real estate development entities to submit their proposals for consideration of a public/private partnership opportunity that would realize the transfer (to the City) and redevelopment (pursuant to a long-term lease) of the Thomas J. McIntyre Federal property located at 80 Daniel Street in downtown Portsmouth, NH. This RFP seeks to solicit responses that will enable the City Council to select a preferred entity to with which to partner for the successful transfer and redevelopment of the property pursuant to the Historic Monument program (also known as the Historic Surplus Property Program).

The City’s top priority is to partner with an entity capable of assuming all costs, obligations, and liabilities involved in any reuse and redevelopment of the site. The City also places very high priority in forming a successful partnership that serves the community in a manner that a private venture might not be capable of achieving on its own.

Primary objectives in pursuing ownership of the property include:

- To capitalize on the rare opportunity to shape reuse and redevelopment of a downtown block in the City’s best interests by promoting public/non-profit/commercial use of its ground floors, re-connecting the site with Daniel, Penhallow, and Bow Streets via high quality urban design which includes new pedestrian ways, the introduction of meaningful public open space and public parking uses, and revitalizing the area with new uses;

- To ensure redevelopment of the site that meets the city’s economic development and urban design goals, and which ideally includes a re-use/redevelopment proposal with a mix of uses;

- To accomplish the above in a fiscally prudent manner, through a public-private partnership. The City contemplates a long-term land lease with a qualified partner, pursuant to applicable federal regulations.

The City seeks proposals containing sufficient detail to demonstrate how the City’s objectives will be achieved. Conceptual design details, market analysis, approx. square footage of uses proposed, redevelopment cost estimate, operating plan and financial pro forma, project

---

\(^1\) Eligible entities are those who responded to the City’s Request for Qualifications.
schedule and implementation plan, and any proposed lease terms and conditions (in concert with Historic Surplus Property Program regulations), should all be part of this submittal.

III. BACKGROUND INFORMATION

1. REDEVELOPMENT SITE

The McIntyre Property comprises approximately 2.1 acres of land, with 245 feet of frontage on the northwest side of Daniel Street, 378 feet on the northeast side of Penhallow Street, and 186 feet on the southeast side of Bow Street. The property includes the McIntyre Building - a four-story (plus basement level) steel-frame masonry building containing approximately 107,000 square feet (sf) of gross building area with forty-four (44) indoor parking spaces and a two-tier outdoor parking lot with ninety-one (91) spaces. The Property is within a short walking distance to Market Square, Portsmouth’s commercial/retail center, located at the intersection of Market and Daniel Street and Portsmouth’s historic harbor and waterfront commercial areas.

Net rentable area is approximately 73,000 sf (exclusive of the basement, parking garage, and mechanical penthouse). The existing structure is 60+/- feet tall. The current assessed value of the property and improvements is $10,246,800.

The City of Portsmouth, population ~ 21,000, recently completed a Master Plan which outlines the community’s goals and policies for future growth. Prospective partners are encouraged to refer to the “Urban Core” section of the plan to develop a thorough understanding of the community’s articulated desires with respect to the site’s context. “Thoughtful repurposing of the Federal Building...” is one of the highlighted public comments to have emerged from Master Plan charrettes.

2. HISTORIC PRESERVATION

All redevelopment proposals must be prepared in accordance with the U.S. Secretary of the Interior’s Standards for Rehabilitation. Proposals must include familiarity with the Standards, and articulate how compliance with the Standards is achieved.
Constructed in 1966, the McIntyre building is an example of the New Formalist style, similar to many federal structures built during this period. The building is designated as a contributing structure in the proposed Portsmouth Downtown National Register Historic District. The City expects that upon transfer, the deed from the federal government will include terms and conditions that outline how the property may be maintained and protected into the future.

The Historic Monument program is described in part on the GSA’s web site as follows (emphasis added):

“Title 40 U.S.C. 550(h) authorizes conveyance to any State, political subdivision, instrumentalities thereof, or municipality, of all the right, title, and interest of the United States in and to any surplus real and related personal property which in the determination of the Secretary of the Interior is suitable and desirable for use as a historic monument for the benefit of the public. Conveyances of property for historic monument purposes under this authority shall be made without monetary consideration to the United States: Provided, that no property shall be determined under this authority to be suitable or desirable for use as an historic monument except in conformity with the recommendation of the National Park Advisory Board established under Section 3 of the Act of Congress approved August 21, 1935 (16 U.S.C. 463) and only so much of any such property shall be so determined to be suitable or desirable for such use as is necessary for the preservation and proper observation of its historic features. Property conveyed for historic monument purposes may under certain circumstances be used for revenue producing activities to support the historic monument. All income exceeding the cost of repairs, rehabilitation, and maintenance shall be used for public historic preservation, park, or recreational purposes. Deeds conveying any surplus real property under this authority shall be used and maintained for the purposes for which it was conveyed in perpetuity and may contain such additional terms, reservations, restrictions, and conditions.”

3. APPLICATION FOR TRANSFER OF THE PROPERTY

The process for obtaining the McIntyre Building from the federal government involves the City’s preparation of an Application for Obtaining Real Property for Historic Monument Purposes that will be submitted to the National Park Service (NPS). The NPS will review the Application and work with the City to make any necessary revisions to ensure that all elements for the reuse and protection of the property in perpetuity are identified and addressed. The Application will require the input and review of the New
Hampshire State Historic Preservation Office (NH SHPO). The NPS makes a recommendation to the Administrator of General Services Administration (GSA) regarding the acceptability of the Application.

GSA is the agency that deeds the property and the deed will contain covenants regarding the proposed use of the property and will incorporate the Application so that it becomes a legally binding document. The selected partner will play an important role in assisting the City in completing the Use and Financial Plan components of the application to the Historic Monument Program.

The City has prepared an analysis regarding the character-defining features of the property, included as Attachment A to this Request. This analysis is intended to guide respondents in preparing their proposals, but should not be interpreted as a strict, feature-by-feature list of what may or may not be allowed pursuant to the Secretary of the Interior’s Standards for Rehabilitation. The GSA intends to transfer the property to the City with a Preservation Covenant attached to the deed, which will provide for permanent protection of the historic character of the property, and ensure any changes to it will be made in accordance with Secretary’s Standards. Subsequent to the property transfer, we expect to work with our preferred partner to obtain approval of more detailed design plans in compliance with Covenant terms.

Prospective partners should seek their own professional and regulatory expertise in the development of conceptual proposals that meet the Standards.

4. ZONING / LAND USE COMPLIANCE AND REGULATORY PERMITTING

In 2014, the City of Portsmouth adopted a character-based zoning ordinance that includes this property. The purpose of the Downtown Character District is to encourage development that is compatible with the established character of its surroundings and consistent with the City’s goals for the preservation or enhancement of the area. This is accomplished by providing a range of standards for the elements of development and buildings that define a place. More information on the Downtown Character District can be found at: http://planportsmouth.com/.
The McIntyre building is primarily within the CD-4 district, with the rear parking area (approx. 20,000 sf) within the higher density CD-5. The site is also within the Historic District, as well as the Downtown Overlay District.

The development or redevelopment of this property shall comply with the City's zoning ordinance and other related local, State, and Federal permitting processes and regulations. The City will work in close partnership with its chosen private partner to provide assistance in obtaining local regulatory approvals as required. Respondents should be aware that the site is also located within the City’s Historic District, and consultation with the Historic District Commission will be required.

5. ENVIRONMENTAL CONSIDERATIONS

The structure is known to contain lead-based paint, asbestos containing materials, and underground storage tanks. Sprayed-on asbestos is believed to be considerable above all ceilings. The City has obtained further information on known environmental considerations from the GSA, which is available upon request.

IV. CITY’S DESIRED REDEVELOPMENT TERMS & CONDITIONS

The City will evaluate proposals based on all of the following preferences – each will be used to make qualitative comparisons, and together will form part of the basis for selection of a preferred partner. City Council seeks responses to this RFP that will optimally serve the public’s interests. Of utmost importance, the City seeks a partner who is able to assume all costs and liabilities involved in any redevelopment of the site.

1. PREFERRED USES

In addition to the objectives broadly-stated in the Summary section of this Request, the City seeks proposals that will:
• Provide significant opportunity for the public to gather and enjoy the property; proposals should consider a benchmark of 25% meaningful public open space on site; some degree of public rooftop access is desirable;
• Involve a mix of uses on the site which will contribute to the overall success of the downtown; ideally, preferred uses include a retail post office\textsuperscript{2}, office and/or residential space (which may include workforce housing, artist live-work space, extended stay), and other types of uses that will engage public activity (cultural, indoor farmers’ market, , retail, restaurant, etc.).
• Preserve a daytime employment base on site. Proposals should provide information as to estimated jobs to be retained on site;
• The ground floor(s) of the building(s) on site should be occupied by uses that invite public use; and
• Parking that is available to the public is desired.

Proposals should address how preferred uses were considered and incorporated into the overall redevelopment, and provide explanation as to why preferences were not able to be accommodated within the proposal.

2. URBAN DESIGN

In addition to preferred uses, the City seeks proposals that will achieve a high quality of urban design and serve to “reconnect” the site to the surrounding urban fabric.

• Redevelopment of the site should be consistent with the surrounding historic context in terms of height, volume and massing. Any additions and/or new buildings on the site must comply with the Secretary Standards in addition to the character-based code. For additional guidance, please see:
  • Secretary of the Interior Standards for Rehabilitation
  • New Exterior Additions to Historic Buildings: Preservation Concerns

• New buildings and alterations of existing buildings should be consistent with the Design Guidelines for the Historic District as adopted by the Historic District Commission.

\textsuperscript{2} The USPS has indicated a need of 5,000 s.f. to perform retail services at the site; the City is flexible in inviting proposals that accommodate this function on the site in accessible locations other than the one presently used.
• New buildings along Bow Street should be designed to be compatible with the existing built environment on along Bow, and should take care to not overshadow the street.

• All street-facing facades should include ground-floor non-residential activities with transparent glazing to activate the street edge. Residential use is prohibited from the first floor within the Downtown Overlay District.

• Inviting pedestrian circulation is desired through the site; continuation of “Commercial Alley,” and reintroduction of a public, pedestrian way extending from Daniel to Bow Street is desirable. Placement of interpretive kiosks and/or other means of commemorating local history is encouraged.

3. INNOVATION, CREATIVITY, AND SUSTAINABILITY

The City seeks thoughtful responses that creatively improve the public realm and use innovation and creativity to integrate the site with the surrounding area and foster increased downtown vitality.

The City is an Eco-Municipality; proposals that incorporate sustainable building practices and/or net zero energy efficiency are encouraged.

4. PUBLIC SPACE AND LANDSCAPING

Public access and enjoyment of the site is a high priority.

• Redevelopment of the site should enhance the pedestrian environment, incorporating sidewalks along public streets and, where feasible, public pedestrian alleyways through the site (see also Urban Design).

• Redevelopment of the site should incorporate active public outdoor spaces such as plazas, courtyards and pocket parks.

• Landscaping should be provided within the site and on the perimeter of the site to break up impervious areas, soften architectural and structural materials, and provide storm water management benefits where possible.

• The project will need to comply with the City’s 1% for Art program, and should incorporate public art into the site redevelopment at a minimum cost of 1% of construction costs up to $15,000,000.
5. TRANSPORTATION AND CIRCULATION

- Redevelopment of the site should include sufficient off-street and public parking to serve the needs of the site and to support downtown activity. To this end, incorporation of a multi-level parking structure with access from at least two streets is encouraged.

- The design of the Project site must comply with the Americans with Disabilities Act (ADA). As a public entity, the City is subject to Title II of the ADA, and proposers should consider guidelines of both Title II and III.

- Redevelopment of the site should include parking for bicycles.

6. DEVELOPMENT AGREEMENT AND LAND LEASE TERMS

Proposals should take into consideration and address the City’s expected redevelopment terms and conditions provided below. Unless a proposer states otherwise in its submittal, the City will expect any final agreement to be consistent with the terms in this section.

As part of this partnership effort, the City intends to retain ownership of the land and lease development and management rights to a partner entity. Detailed terms of this arrangement are subject to regulations of the Historic Surplus Property Program and will be negotiated with the City.

Development Agreement

- Under the Development Agreement the selected partner will be responsible for 100% of the funding to be provided to complete the redevelopment and construction of the Project, pursuant to equity, debt, or some combination thereof, including assurances for covering cost overruns. In a timeframe to be established the selected partner will be required to demonstrate to the City that 100% of construction funds are committed.

- The Development Agreement must include appropriate risk allocations and will at a minimum require the selected partner to defend, hold harmless and indemnify the City for any costs, expenses or losses arising from the selected partner’s activities related to its due diligence and for the design and construction and operation of the Redevelopment Project.

- The selected partner will be responsible for compliance with all regulatory requirements.

Lease Agreement

At this time, anticipated lease terms include:
• Payment of taxes on the leasehold interest in accordance with RSA 72:23 I (b);
• Lease payment to City, term, and insurance requirements;
• Hold harmless and indemnity clauses;
• On-going compliance with a Preservation Covenant;
• Regular reporting pursuant to Historic Monument Program regulations; and
• Pursuant to Historic Monument Program guidelines, all excess income beyond a negotiated reasonable return being returned to the City.

7. FINANCIAL PERFORMANCE

Given the unique opportunity presented by this project, a successful and sustainable urban redevelopment of the site is the City’s overarching goal. However, the project must also demonstrate positive financial return to the City.

Therefore, pro forma financial projections associated with the redevelopment proposal will be evaluated for terms most favorable to the City within the context of the proposal itself; in other words, excess income returned to the City is a factor weighed in proposal evaluation, but does not override all other objectives.

V. PARTNER SELECTION & PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Partner Selection</th>
<th>Date to be Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>August 22, 2017</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>September 6, 2017</td>
</tr>
<tr>
<td>Introduction to the Teams*</td>
<td>September 9, 2017</td>
</tr>
<tr>
<td>Final Addenda to RFP</td>
<td>September 15</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>November 6, 2017 2:00 pm</td>
</tr>
<tr>
<td>City (staff/consultants) team Reviews and Evaluates Proposals for Responsiveness</td>
<td>November 6 – November 13</td>
</tr>
<tr>
<td>Council Shortlists Proposals – Chooses Team(s) for Interview</td>
<td>November 13, 2017</td>
</tr>
<tr>
<td>Proposer Interview(s)</td>
<td>November 27, 2017</td>
</tr>
<tr>
<td>Council Selects Preferred Partner*</td>
<td>December 4, 2017</td>
</tr>
<tr>
<td>Council Approves Application to Historic Surplus Property Program; Application Submitted to NPS</td>
<td>December 18, 2017</td>
</tr>
</tbody>
</table>

Project Schedule

Execution of Development Agreement (or MOU) | To follow
NPS Reviews and Recommends Application to GSA | To follow
**Partner Selection**

<table>
<thead>
<tr>
<th>Date to be Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA Approves Application and Begins Transfer Process</td>
</tr>
<tr>
<td>GSA Vacates Property and Transfers Deed to the City</td>
</tr>
<tr>
<td>Execution of Ground Lease and Lease Commencement</td>
</tr>
</tbody>
</table>

* alternately, negotiations continue and final and best proposals are invited prior to selection

The Council will host an “Introduction to the Teams” public meeting on **Saturday, September 9, 2017**. The purpose of this session is to a) introduce interested teams to the community and invite them to present their team’s qualifications as evidenced in their respective qualifications submittals, b) solicit additional public inquiry and comment on the project, and c) if necessary, use the meeting as an opportunity to clarify questions pertaining to the RFP for use in a subsequent addendum.

The partner selection schedule anticipates the City Council conducting interviews with one or more proposer, during the day on **Monday evening, November 27, 2017 starting at 6 pm**. Presentations of redevelopment proposals will be made in public session.

The City reserves the right to negotiate further with potential partners, after interviews, to invite final and best proposals prior to selection of a project partner.

The Project Schedule is dependent on the property transfer schedule which is to be developed in concert with the GSA. At this time, proposers should develop project schedules that assume the City takes possession of the property in October, 2018.

**VI. SUBMITTAL CONTENT REQUIREMENTS**

Each submittal should include the information requested in this section for the redevelopment of the McIntyre Property, taking into consideration the regulations pursuant to the Historic Surplus Property Program, and the City’s desire to establish a public-private partnership that benefits the City as a whole, with an entity capable of implementing a successful redevelopment in a timely manner.

Submittal requirements are intended to enable the City Council to make an objective comparison of each proposal, and to select a partner that best meets the City’s stated objectives for redevelopment and that demonstrates the financial and technical capacity to complete and deliver a project that enhances the City’s urban environment. In addition, the selected partner must provide sufficient detail to enable completion of the Application for “Obtaining Real Property for Historic Monument Purposes,” immediately thereafter selection.

The selected partner will be expected to execute a Development Agreement with the City immediately following selection.
1. COVER LETTER AND EXECUTIVE SUMMARY

The cover letter is the proposer’s official letter transmitting the complete proposal to the City. The cover letter must include:

- the full name and address of the proposer’s organization(s);
- the state of incorporation or in which it is licensed to operate; and
- the form of business, and the name and contact information for your organization or team for this proposal.

The cover letter should identify who will be the key business negotiator and be signed by an individual who is authorized to commit the proposer to the obligations contained in the proposal. In addition, the team member who will be assigned primary responsibility for public presentations and interaction should be identified.

If the proposer consists of a team or joint venture, an authorized representative of each of the participating organizations is required to sign the letter. Respondents must include a chart or diagram explaining the intended form and structure of any proposed partnership or joint venture.

The Executive Summary must be presented as a separate document summarizing in clear and concise language, easily understood by persons not having a technical background, the information contained in the proposal. The Executive Summary shall be limited to three (3) pages, including tables and graphs.

2. PROPOSER INFORMATION

To the extent that proposer information has changed or been augmented since Qualifications packages were submitted to the City, include any such information at this time. If Qualifications lacked specificity with regard to team members, respective roles, and resumes, this information must be provided in this submittal.

In addition, provide the following information: the legal name and contact information of the organization, history, type of ownership, legal structure, officers and directors, and number of employees. Provide any contractual litigation, arbitration, and mediation cases for the last (5) years that are material and relevant to this proposal. Failure to provide such may result in disqualification.

Formation submittal requirements shall include:

- Articles of Incorporation
- Certificate of Status/Good Standing
- By-Laws
- Certificate of Organization (if applicable)
- Operating/Partnership Agreement (if applicable)
3. **PROPOSER FINANCIAL INFORMATION**

Provide proof of the financial capacity of the proposer entity to perform the Project such as credit information regarding the proposer entity, credit references for the proposer entity, and relevant audited financial statements of the proposer entity and/or its parent guarantor. Note to proposers: under the Development and Lease Agreements, the City reserves the right to require a guaranty or other form of recourse liability from any entity on which the selected partner relies upon for financial capacity.

The following Financial Documents shall be submitted (if not previously included as part of Qualifications packages):

- Financial Statements or Annual Reports for three most recent fiscal years for Proposer and/or parent companies (if applicable)
- Interim Financial Statements for Proponent and/or parent companies (if applicable) (most recent month ending within thirty days)
- Financial Statements of any tenants, lessees and occupants extra to Proponent and intended to occupy the premises (if applicable)
- Preliminary financing commitments or project specific letters of interest from recognized funding sources
- Evidence of the Proposer’s financial capacity to undertake the proposed project. Recent experience in capital formation for similar type projects of comparable size may be included.

Submission of this information should be made in a separately-sealed envelope labelled “Proposer Financial Information,” and marked confidential in accordance with RSA 91-A. A Proposer must clearly designate in its Proposal those portions of the Proposal, if any, that the Proposer believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Applicant. To the extent the law permits the City will use reasonable efforts to hold the designated portions of the Proposal in confidence.

4. **DEVELOPMENT AGREEMENT AND LEASE AGREEMENT TERMS**

Proposals should take into consideration the City’s expected redevelopment terms and conditions provided above. Where expressly noted, proposals should specifically address the requirements. Unless a proposer states otherwise in its submittal, the City will expect any final agreement to be consistent with the terms in this section.

The proposal must include at a minimum the following proposed terms and conditions. A proposer may elect to include additional terms and conditions. The City expects a Development Agreement will guaranty its partner’s commitment to the project, and
enable the partner to assume all financial and legal obligations associated with the cost of developing and operating the project upon the property being transferred to the City.

- Confirmation that proposer will bear all costs of development and operation of the Project; specify the amount to be deposited annually into a maintenance reserve fund; and specify any circumstances under which the City will bear any costs of repairs/replacements, environmental remediation, or other capital expenditures.

- Guaranteed lease payments, lease payment escalators during the initial term, and (if different) during renewal options.

- Initial proposed term of Lease Agreement, as well as any renewal options.

- Covenants related to the safe operation the construction site, diligence and obligations related to regulatory efforts, etc.

- Confirmation that proposer has made themselves familiar with the regulations of the Historic Surplus Property Program, including its provisions pertaining to income-producing properties.

- Specify any contingencies in favor of proposer that proposer will request in the Development Agreement, and confirm that no later than execution of the Development Agreement the selected partner shall pay to the City a deposit to be negotiated. Upon substantial completion of selected partner’s obligations under the Development Agreement and commencement of rent under the Lease Agreement, such deposit shall be credited toward rent coming due under the Lease Agreement.

- Taking into consideration the City’s objective of negligible City financial participation, specify any governmental assistance of any nature that the proposal will request from the City or any other governmental entity in connection with redevelopment of the Project, including any in-kind contribution; any use of governmental facilities (other than the Project) or services.

- Confirmation that the proposed conceptual design(s) are intended to comply with the Secretary of the Interior Standards for Rehabilitation.

5. PROJECT NARRATIVE & CONCEPTUAL REDEVELOPMENT DRAWINGS AND PLANS

Provide a detailed narrative description of your proposal, including plans for public use, enhancement of the City’s pedestrian streetscape/urban design, and public parking. Include anticipated daytime and evening population expected to make use of the site – e.g. employment and/or tenant counts, visitor counts, and anticipated parking demand and any transportation demand management measures anticipated. Also include any sustainable design elements incorporated on site. If the work will be phased, describe each phase and indicate corresponding time schedule.
Identify any portions of the property to which public access will be denied or restricted. Establish the suitability of the property for the proposed uses and the compatibility of the proposed revenue producing activities with the historic and/or architectural character of the property.

Using the provided “Character Defining Features Analysis” provided in Appendix A, describe all work to be performed on the site in relation to its effect on architectural/site features or interior spaces. An outline description should be used to detail each work item, e.g.:

<table>
<thead>
<tr>
<th>SAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Uses and Changes to Present</strong></td>
</tr>
<tr>
<td>All upper floors are designed and used for offices.</td>
</tr>
</tbody>
</table>

Conceptual drawings and plans should illustrate all proposed uses at scale, with exterior elevations, massing diagrams, floor plans, cross sections, and other drawings needed to convey design intent. General site plan, with sustainable transportation (transit, walking and bicycling), parking, access and loading docks/areas identified.

6. **PROJECT SPECIFIC FINANCIAL SUBMISSION**

Each Proposer shall provide a development pro forma that includes rehabilitation/new construction costs. Information to be provided includes but is not limited to:

- **Description of Project Components**: show the gross square footage and the rentable square footage for each proposed use and for the total development.
- **All hard costs**: The breakdown must include: environmental testing and remediation (if required), site preparation, site improvements, demolition, building shell and core, tenant finishes, specialty finishes, general contractor’s overhead and profit, and any other major expense categories pertinent to the proposed project. Include the basis for estimating these costs.
- **All soft costs**: The breakdown must include: architectural, engineering, specialist consultants, legal, accounting, developer’s fees, mortgage/syndication brokerage fees, other professional fees (e.g., construction manager owner’s representative, marketing, leasing, etc.), and other soft cost categories pertinent to the proposed project. Amortization and depreciation costs should be included here, not as part
of any maintenance/operating pro forma.

- **An implementation plan** for the proposed development, including a development schedule with key milestone dates and a projected occupancy date. The development schedule should outline the required regulatory approvals for the proposed development and the anticipated timing for obtaining such approvals. If the Proponent intends to sublease the proposed development, the Proponent should provide a description of the proposed users and the marketing and leasing plan for the development, and should clearly indicate what percentage of the development must be leased (if any) prior to the commencement of the various stages of the development and construction process. Include a phasing plan if proposed.

- **All contingencies**: Specify whether the contingency is for hard costs, soft costs or total costs, design or construction, financing or other critical components of the total project costs.

- **Sources of debt and equity** for the total project cost. Any key commercial terms required by financing parties including form of estoppels, form of Subordination, non-Disturbance, and Attornment (SNDAs), form of construction easements, etc.

- All assumptions regarding financing terms on acquisitions, predevelopment, construction, and permanent loans. The breakdown must include financing fees, interest rates, drawdown schedule and term, participation, amortization and other critical information.

- Any other project related expense not included in the above categories.

- Calculation of total project costs.

**10 YEAR OPERATING PRO FORMA**

Each Proposer shall provide a 10 year operating pro forma (submitted in Excel in addition to hard copies and .pdf) that includes all of the information normally found in a real estate operating pro forma, on an annual basis. This information includes, but is not limited to:

- Tabulation of gross and net rentable square feet.
- Proposed fixed rent payments, percentage rent, and/or other forms of rent payable to the City of Portsmouth and corresponding market data supporting all occupancy, rent, and revenue assumptions.
- Proposed “reasonable return,” expressed as a cash-on-cash figure.
- Schedule of all revenues – total and per square foot.
- Detailed projected capital and itemized operating expenses pertinent to the development project – total and per square foot. Any direct allocation to or
reimbursement by tenant of any operating expenses must be identified, and explained in detail.

- A description of operating management plan and fees (including whether ongoing operations will be managed by the proposing entity or subcontracted).
- All “other” expense, capital expenditure and vacancy assumptions used to determine cash flow.
- Anticipated primary leasing terms (35 year, 50 year, etc.), and leasing rates, and calculation.
- Tenant inducements, including free rent, lease up schedules, tenant improvement allowances, and any other adjustments to market rent which yield an “effective rent” lower than the “nominal rate.”

Twelve paper (12) copies of the Proposals must be submitted. Proposers are encouraged to avoid the use of synthetic report covers and partitions. A single CD/DVD with an electronic PDF copy of their proposal shall also be included.

VII. SELECTION PROCESS

The City Council will choose a partner to facilitate transfer and redevelopment of the site. The City will subsequently submit application, with the selected partner’s assistance, to the Historic Monument program, enter into negotiations with a preferred developer to enter into a development agreement, and ultimately, if a successful transfer is made, lease the site and its improvements.

The selection process will include public input, and select respondents will be asked to make public presentations of their Proposals as part of an interview process.

1. EVALUATION CRITERIA

The intent of this RFP is to with the City of Portsmouth to realize the reuse and redevelopment of this 2.1 acre parcel in a manner that meets the community desires and enhances the long term vitality of this important City block.

Proposals will be evaluated according to the following:

- Responsiveness to submission requirements
- Comparable development experience
- Strength of entity members/completeness of the team
- Understanding of required project work and schedule
- Financial capacity
• The extent to which the overall redevelopment proposal meets or is likely to meet the City’s objectives, as outlined in Section IV.

2. SELECTION PROCESS

• Proposals will be reviewed and evaluated by the City for responsiveness to this RFP.

• The City may select, by vote of the City Council, one or more entities to invite to be interviewed, which will involve a public presentation of proposals for the site’s redevelopment. Additional questions regarding specific proposals may be asked at this time. Interviews will be factor in the overall qualitative evaluation of Proposals.

• Based upon all of the evaluation criteria and interview, the City may select a preferred partner. Alternately, the City reserves the right to negotiate with selected proposers to further refine the proposal(s) and to invite a “last and best” submittal for consideration, prior to final selection;

• The City, with its partner’s assistance, will submit an application for transfer of the property from the GSA to the City, and the City will begin lease and property management negotiations with a preferred development entity.

• If the City is unable to reach agreement with its preferred partner, the City may enter into negotiations with the team whose proposal was deemed to be next most advantageous to the City.

VIII. ADDITIONAL INFORMATION

All requests for additional information and/or questions should be directed, in writing, to Deputy City Manager, Nancy Colbert Puff, at ncolbertpuff@cityofportsmouth.com, no later than September 6, 2017. All responses, if applicable, will be posted to Purchasing web page by September 22, 2017.

IX. RESERVATION OF RIGHTS

The City reserves the right to undertake such investigation as it deems necessary to evaluate the Proposals of the development entity and to evaluate its submittal. Respondents may be asked to submit releases as part of the investigation and review of Proposals. Failure to provide a release if requested will result in disqualification.

The City reserves the right to request additional information as part of this selection process.

The City of Portsmouth reserves the right to reject any or all submissions, to waive technical or legal deficiencies, to proceed or not with any proposal or process, and to negotiate such terms
and conditions of any proposal or contract that may be in the best interest of the City. The City reserves the right to terminate or amend this process at any time.
Character Defining Features Analysis
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.

Parcels updated 4/1/2016
Properties updated 08/16/2017

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Property Information
Property ID 0107-0044-0000
Location 177 STATE ST
Owner FABBRICATORE ROBERT J
IRREVOC TR OF 2012

177 State Street encumbrance area
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<th>Location</th>
<th>Requestor</th>
<th>Vote Date</th>
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<td>PS21</td>
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<td>BOAT</td>
<td>Peirce Island Boat Launch</td>
<td>Gundalow Company - Round Island</td>
<td>3/6/2017</td>
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<td>8/19/2017</td>
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<td>Market Square</td>
<td>Portsmouth Professional Fire Fund</td>
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<tr>
<td>9/15/2017</td>
<td>FILM EXPO</td>
<td>Closure of Chestnut Street</td>
<td>Music Hall</td>
<td>6/19/2017</td>
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<td>9/17/2017</td>
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<tr>
<td>9/16/2017</td>
<td>RACE</td>
<td>Pease Tradeport</td>
<td>Bottomline Technologies</td>
<td>6/19/2017</td>
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<tr>
<td>9/16/2017</td>
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<tr>
<td>9/16/2017</td>
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<td>Little Harbour School</td>
<td>American Foundation for Suicide</td>
<td>3/6/2017</td>
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<td>9/16/2017</td>
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<tr>
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<tr>
<td>9/23/2017</td>
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<td>Congress Street, Market Square</td>
<td>Portsmouth Maritime Folk Festi</td>
<td>2/ 6/2017</td>
</tr>
</tbody>
</table>
| 9/24/2017 | | | Contact: Bruce MacIntyre  
This is a two day event - Saturday events starting at 10:00 a.m. and ending at 10:00 p.m.  
Sunday events starting at 1:00 p.m. and ending at 5:00 p.m. | | |
| 9/23/2017 | FUND | South End | Friends of the South End | 4/ 3/2017 |
| 9/24/2017 | | | Caroline Amport Piper is the contact person for this event.  
This event is the Fairy House Tours that runs on Saturday, September 23rd and September 24, 2017.  
11:00 a.m. to 3:00 p.m. | | |
| 9/23/2017 | RIDE | Along Route 1A | Granite State Wheelmen, Inc. | 11/21/2016 |
| 9/24/2017 | | | | | |
| 9/24/2017 | WALK | Little Harbour School | Alzheimer's Association | 1/23/2017 |
| 9/24/2017 | | | Kelly Bosco is the contact for this event.  
Tel. (603) 606-6590 ext. 2151  
kbosco@alz.org | | |
| 10/13/2017 | FILM EXPO | Chestnut Street | New Hampshire Film Festival | 6/ 5/2017 |
| 10/15/2017 | | | Amber Day is the contact for this event.  
(603) 534-0905 | | |
| 10/31/2017 | PARADE | Starting at Peirce Island - thru downtown - Ending | Portsmouth Halloween Committee | 6/ 5/2017 |
| 10/31/2017 | | | Abigail Wiggin is the contact for this event. | | |
| 11/12/2017 | RACE | Portsmouth High School - Start and Finish | Seacoast Half Marathon | 3/20/2017 |
| 11/12/2017 | | | Jay Diener is the contact for this event.  
This event begins at 8:30 a.m. | | |
| 12/10/2017 | RACE | Little Harbour School | Arthritis Foundation | 1/23/2017 |
| 12/10/2017 | | | Thomas M. Bringle, Director of Development is the contact for this event.  
Tel. (603) 724-6080 or tbringle@arthritis.org | | |
TO: John P. Bohenko  
City Manager

FROM: Ben Fletcher, Parking Director

DATE: August 9, 2017

SUBJECT: Water Street Parking

c.c. Peter Rice, David Moore

Having experienced difficulty in maintaining and enforcing use of the parking spaces in the Water Street Lot at Prescott Park, stakeholders asked City Staff to propose a solution. Suggestions included the installation of an electrically-powered, access card-controlled gate system. The gate would restrict use of the Water Street Lot to specific authorized users. Gated systems can work well in high-volume scenarios. However, gated systems require enhanced maintenance, are difficult to operate and are less cost effective in small applications. In addition, this lot has two handicap accessible (ADA) spaces that need to be accessible to the public. A pass-card system would not allow consistent access to this user group.

Commercial and residential gated systems operate under a protocol known as Anti-Passback, designed specifically to ensure that each card can only allow access to one vehicle at a time. Each time a card is used to open the gate, the cards location relevant to the facility or lot (inside or outside) is recorded in the database. In order for a card to work properly, every ‘in’ transaction must be paired with an ‘out’ transaction. If Anti-Passback is disabled, then cards can be used to allow in or out an unlimited number vehicles, effectively eliminating the primary purpose of the gated system.

A gated system would be challenging to operate. There remain two ADA-accessible spaces on the Water Street Lot, which by statute must remain available at any time to residents with an ADA credential. Aside from issuing a pass-card to every ADA-credentialed citizen that may desire to utilize the lot to enjoy the park, there is no methodology for ADA access to/from the lot without a park staffer physically unlocking the gate box and lifting the gate manually, or using a card unencumbered by Anti-Passback. Both of these scenarios defeat the ability to limit access.

The startup costs associated with installing a gated system include concrete work, bollards, installing electrical and CAT6 wiring, the cost of the gate box and loop detection system, twin card readers, a computer to control the access card database, and the cost of the initial pass-card.
inventory. For a gated, single-lane project, startup costs are estimated to be $20,000.00. In addition, operational and maintenance costs for a gate system can be anticipated to average $500-1000 monthly. After considering the upfront cost and operational costs associated with maintaining the database, replacing lost or stolen card inventory, equipment breakdowns (particularly in known harsh weather conditions) and vandalism, both to the gate box and the gate arm, staff recommended a simpler alternative.

As an alternative to the gated system, staff is piloting a simpler system of rearview mirror hangtags with enhanced Parking Enforcement Officer (PEO) enforcement. As part of this approach, the City will be providing a limited number of rearview mirror hangtags to approved Prescott Park groups to share among its staff. The City’s PEO team has added the Water Street Lot to its South Enforcement loop to ensure that signage posted at the entrance of the Lot containing ‘Permit Use Only’ language is followed. To assist in enforcement, the current chain barricade will be upgraded and remain in place.

Parking lot safety enhancements are also part of this project. As part of this new system the parking lot will be restriped in accordance with guidance received from the public safety officials in the Police and Fire Departments. Modern dimensional standards will be applied to address emergency vehicle access issues raised in recent on site discussions. In addition, DPW staff is exploring the introduction of traffic calming measures (such as “speed bumps”) as well as pavement markings to remind users of pedestrians passing through the lot and the Park. Permitted users of the lot will be the employees and contractors of the Park licensees. These users are familiar with the lot, its programming, and the pedestrian activity in the lot itself. Together these factors along with a modified lot barrier, signage, and enforcement will result in improved safety in the lot.

This pilot effort will be continued for the season and reviewed to determine its effectiveness. It is anticipated that parking restrictions would be seasonal.
August 15, 2017

Vaughan-Worth-Bridge Strategic Planning Committee to Host Abutter and Business Owner Listening Session

PORTSMOUTH, NH – The Mayoral Appointed Vaughan-Worth-Bridge Strategic Planning Committee will host a public Listening Session for Abutters and Business Owners on Tuesday August 29, 2017 at 3:00 p.m. at The Music Hall Loft at 131 Congress Street. Abutters and Business Owners impacted by the reuse of the Bridge Street Lot, Worth Lot and Vaughan Mall are encouraged to attend. The Committee’s first listening session was held for the general public in June.

Abutters and business owners in the study area who are not able to attend can still participate through other means including an on-line survey as well as an electronic comment form that will forwarded directly to Committee members. More information is available at the Committee’s website: http://www.cityofportsmouth.com/VaughanWorthBridge.html.

1. Comment form on Website: At the Committee’s website, members of the public can submit written comments via a web comment form. To do so, visit:
   http://www.cityofportsmouth.com/VaughanWorthBridge.html
2. Initial Input Survey Tool: Members who wish to submit their input via a survey tool can do so by clicking on the Committee’ Initial Input Survey from on the Committee’s website.
   https://www.surveymonkey.com/r/VaughanWorthBridgeCommittee
3. Submit files: Members of the public are invited to submit files to the Committee via the “Drop Box” (https://goo.gl/ud3SeU). Members of the public are encouraged to submit their own drawings, illustrations, images of example streetscapes or other urban design elements or even videos to the Committee.
4. Mark-up Maps: A .pdf file of study area maps has been loaded to the website, which can be printed and marked-up by community members. Members can scan or and submit their marked-
up drawings via Drop Box above or send to Portsmouth City Hall attention “Vaughan-Worth-Bridge Strategic Planning Committee”.

Additional Background Information

The Committee’s charge is to develop options for the future use of City-owned property in these areas and report back to the City Council with strategic recommendations as to how the City can best use its property to revitalize this area in service to the community. The charge also states that topics to be covered should address land use, urban design, public infrastructure, and timing.

In April, Mayor Blalock appointed a Strategic Planning Committee for Vaughan-Worth-Bridge Revitalization. Councilor Rebecca Perkins was appointed Chair of the Committee, which will focus on the City-owned parcels known as the Bridge Street lot, Vaughan Mall Lot (formerly Worth Lot) and the Vaughan Mall, as well as the public rights-of way between the future Foundry Place Garage and the Islington Street and Maplewood Avenue Intersection.
August 14, 2017

Pre-Construction Meeting Set for Chestnut Street Streetscape Improvement Project to be held Tuesday August 22nd

PORTSMOUTH, NH – The Portsmouth Department of Public Works will be hosting a pre-construction meeting for project abutters to discuss the construction phase of the Chestnut Street Streetscape Improvements on Tuesday August 22nd at 5:00 p.m. The meeting will be held in Conference Room A at Portsmouth City Hall. This improvement project will take place on Chestnut Street between Porter Street and Congress Street and is a partnership between the City of Portsmouth and The Music Hall.

The project construction is scheduled to begin in early September of this year and proceed through early November of 2017. The project will resume in the spring and be completed in June 2018. This pre-construction meeting will focus on the schedule, construction details and logistics as well as answer other abutter questions. The City’s General Contractor and other project team representatives will be in attendance at this meeting.

This project will result in a transformed streetscape within the project area and also be coordinated with planned building improvements by The Music Hall. The project work will include drainage, water and sewer utility improvements and upgrades as well as the installation of decorative street pavers, granite seat walls, related landscaping and lighting, and a wayfinding Arch public art component at the Congress Street intersection.

Please contact Dave Desfosses, Portsmouth’s Construction Project Manager, at djdesfos@cityofportsmouth.com or 766-1411 with any questions.
CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS  

APPOINTMENT APPLICATION

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

Committee: Economic Development Commission

Name: Alan E. Gold  Telephone: 978-886-1910

Could you be contacted at work? YES/NO If so, telephone #: 978-886-1910

Street address: 50 South School St., Unit 3, Portsmouth, NH 03801

Mailing address (if different):

Email address (for clerk’s office communication): alanegold@gmail.com

How long have you been a resident of Portsmouth? 7 years

Occupational background:

I am currently a Strategy and Marketing consultant. I have over 30 years’ in both private and public companies managing strategy, marketing, sales, business development roles often with a global responsibility.

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

I bring decades of new business development, strategic review and thinking along with the ability to work with disparate teams to create workable compromises to the benefit of the organization. I have considerable experience reading legal documents, especially contracts, but have also worked a great deal with patent filings, enabling me to understand technical and complex descriptions and language.

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO I have spoken at length with Nancy Carmer who has provided me considerable detail on the commitment expected and required.

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

8/4/2017
Reasons for wishing to serve: Simply stated, I love this city and want to do whatever I can to help it grow rationally, and keep it the vibrant mix of history and diverse commerce it has become.

More broadly, my skills lend themselves less to politics than to policy and strategy and my work with both Art-Speak and local arts non-profits as well as the Chamber of Commerce have given me a unique viewpoint on the varied economic drivers of Portsmouth—and how to best leverage them. Lastly, as a marketer and a strategist I can contribute my expertise to positioning Portsmouth in the state and for that matter, nationally.

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

Art-Speak board member; Seacoast Repertory Theatre, president of the board;
Chamber of Commerce member of several committees including the Destination Portsmouth Task Force; Proprietor, Portsmouth Athenaeum

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

1) Valerie Rochon, Portsmouth Chamber of Commerce, (603) 610-5510
   Name, address, telephone number
2) Stefany Shaheen, 67 South St., Portsmouth, 603-817-9740
   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: [Signature] Date: 8-4-2017

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

8/4/2017
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: **BLUE RIBBON COMMITTEE ON SUSTAINABLE PRACTICES**

Name: **LINDSAY A. GILLANT** Telephone: (413) 433-4160

Could you be contacted at work? **YES** NO

If so, telephone #: **SEE ABOVE**

Street address: **628 HALEY RD., KITTERY, ME**

Mailing address (if different): _______________

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

How long have you been a resident of Portsmouth? _______________

Occupational background:

**SCIENCE & SUSTAINABILITY**

RELEVANT SKILLS: STRATEGIC PLANNING, COMMUNITY OUTREACH & ENGAGEMENT,
FACILITATION, URBAN POLICY, QUALITATIVE & QUANTITATIVE
RESEARCH & ANALYSIS

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

• **M.S. SUSTAINABILITY SCIENCE, CONCENTRATION: URBAN SUSTAINABILITY**
  **UNIVERSITY OF MASSACHUSETTS AMHERST, 2016**

• **ACTIVE GUEST CONTRIBUTOR AT COMMITTEE MEETINGS SINCE JAN. 2017**

• **10 YEARS EXPERIENCE WORKING WITH COMMUNITIES TO ACHIEVE GREATER SUSTAINABILITY**

6/27/2012
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: INTERESTED IN OFFERING MY KNOWLEDGE AND SKILLS TO BUILD A MORE SUSTAINABLE AND RESILIENT PORTSMOUTH. AFTER HAVING SERVED AS A GUEST CONTRIBUTOR SINCE JAN. OF THIS YEAR, I'M THRILLED ABOUT THE DIRECTION THIS COASTAL CITY IS HEADING—WITH ITS UNIQUE CHALLENGES AND OPPORTUNITIES—AND EAGER TO ASSIST IN DEVELOPING AND ACHIEVING FURTHER SUSTAINABILITY GOALS.

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

- PAPERBACK MAGAZINE, FOUNDING ADVISORY BOARD MEMBER
- CREATIVE JOURNAL OF SCIENCE AND SUSTAINABILITY
- CITIZENS' CLIMATE LOBBY, ADVOCATE, COMMUNITY ORGANIZER

Please list two character references not related to you or city staff members:
(Portsmouth references preferred)
1) SHERRI TARLETON, 152 DENNETT ST. UNIT B, (413) 695-2020 (Portsmouth)
   Name, address, telephone number

2) JUSTIN PELLAND, 21 OAK RIDGE AVE #17, SALEM, NH (603) 818-6616 (Portsmouth)
   Name, address, telephone number

3) JOSH DEUTCH, 116 MIDDLE ST., (603) 553-1810 (Portsmouth)
   Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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

Signature: _____________________ Date: 7/6/2017

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

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

6/27/2012
August 3, 2017

Everett E. Eaton, Chair
Economic Development Commission
1 Junkins Avenue
Portsmouth, NH 03801

Re: Economic Development Commission

Dear Everett:

I am writing to advise you that I must resign from the Economic Development Commission due to the fact that I am no longer a resident of the City of Portsmouth. I have thoroughly enjoyed my tenure on the Commission but due to my residency in Rye Beach, I am no longer eligible to serve.

With regret, please accept my resignation.

Very truly yours,

[Signature]

John K. Bosen

JKB:de
Memo to City Council
From Jim Splaine, resident
Re: Natural Weed and Pest Control Program

On the City Council Agenda for our Monday, August 21st meeting, I will offer the following motion, or some version of it:

"That the City of Portsmouth commits to stop using toxins in public places, to encourage toxin-free properly maintenance for all new developments, and to provide education to businesses and residents about organic property maintenance and natural alternatives for weed control."

We need not continue to use toxins in weed and pest control programs. There are natural alternatives, and we must commit to use alternative methods.

Two months ago when I brought this issue up, I asked that the Portsmouth Conservation Commission give us their recommendation.

In their July 5, 2017 report back on herbicide use, the Conservation Committee wrote:

"The long-term cost of pesticide use can harm the soil ecosystem, they kill non-target species, they move up the food chain harming many non-targeted species, and ultimately can harm humans. The Commission encourages the City to aggressively pursue the use of natural alternatives and approaches such as integrated pest management."
"While the City's approach is important and should stand as a model it is also important for residents and businesses in the City to understand these tradeoffs when managing their property. An outreach campaign to educate Portsmouth citizens on the use of pesticides and the alternatives available to property owners would be equally important given the ready access to pesticides at yard and garden centers."

The Portsmouth Conservation Commission is offering leadership on this important issue. As a City Council, we must commit our staff to implement non-toxic natural strategies for weed and pest control, immediately. We cannot continue to poison our soils and our air, nor continue to spend taxpayer funds on unnecessary toxic products.

Thank You.
Memo

TO: Mayor Blalock and Portsmouth City Council
FROM: Steve Miller, Conservation Commission Chair and members
CC: John P. Bohenko, City Manager
     Peter Rice, Director of Public Works
DATE: July 5, 2017
SUBJ: Request for Report Back on Herbicide Use

At the June 14, 2017 Meeting of the Conservation Commission the Commission reviewed the City’s Weed Control program as outlined in the memo from Peter Rice dated April 12, 2017. The Conservation Commission understands the need for weed control and supports the City’s efforts to find non-toxic alternatives.

Pest management based solely on the use of synthetic chemicals is not a good long-term strategy. The long-term cost of pesticide use can harm the soil ecosystem, they kill non-target species, they move up the food chain harming many non-targeted species, and ultimately can harm humans. The Commission encourages the City to aggressively pursue the use of natural alternatives and approaches such as integrated pest management.

While the City’s approach is important and should stand as a model it is also important for residents and businesses in the City to understand these tradeoffs when managing their property. An outreach campaign to educate Portsmouth citizens on the use of pesticides and the alternatives available to property owners would be equally important given the ready access to pesticides at yard and garden centers.

The Conservation Commission applauds the efforts of the DPW for testing and utilizing alternatives and supports this approach going forward.
Motion regarding e-mails received by City Council

MOVED: That City Council Rule 42 – PUBLIC’S RIGHT TO KNOW GUARANTEED is hereby amended by the addition of the following paragraph:

In addition to the foregoing, any e-mails which are received by the City on behalf of the entire City Council shall be entered into the public record by the City Clerk. Any person addressing an e-mail to the entire City Council shall be provided with the option to have such person’s e-mail entered into the City Council packet and public comment record for the meeting. Only e-mails which include the name and address of the sender shall be provided to the City Council and thus be subject to this rule. Any public comment received by e-mail subject to this rule shall be updated after the Council agenda packet is released and prior to noontime on the day of the Council meeting to which the packet is addressed. Any public comments received after such noontime deadline shall be distributed to the individual Councilors, but shall not become part of the public record of the meeting.
Council Rule Regarding **COUNCIL – PUBLIC DIALOGUE SESSIONS**

**MOVED:** That City Council Rule 43 **PUBLIC COMMENT SECTION** is hereby deleted in its entirety and replaced with the following:

**43. COUNCIL – PUBLIC DIALOGUE**

The City Council shall hold a Council – Public Dialogue session during the period which is forty-five minutes (45) before any otherwise scheduled City Council business (including non-public sessions and work sessions), on the night of every regularly scheduled Council meeting. At such Council - Public Dialogue Sessions the Council, the City Manager and any appropriate staff as determined by the City Manager shall welcome all interested individuals for an informal dialogue session. The purpose of this session is to provide an opportunity for members of the public to directly interact with members of the Council, the City Manager and any appropriate staff as determined by the City Manager from time to time. By vote of the Council, such Council - Public Dialogue sessions may be scheduled to be held at other times and in other locations in the City beyond City Hall. All Council - Public Dialogue sessions shall be held in accordance with RSA 91-A, the Right-to-Know Law by notice being made and minutes being taken.

Be it further moved that Council Rule 7, **ORDER OF BUSINESS**, be amended by the deletion of Item VIII Public Comment Session and the renumbering of the remaining items in the Council order of business.
Motion regarding for Procedure for PUBLIC HEARINGS

MOVED: That City Council Rule 45, PUBLIC HEARINGS, be amended by the addition of the following:

C. The order of presentation of all public hearings shall be as follows:
   1. Any presentation related to the public hearing offered by the City administration.
   2. City Council questions and deliberation regarding the subject matter of the public hearing.
   3. Public hearing speakers.
   4. Additional Council questions and deliberations.

D. Subsequent to the process described above, any public hearing which results in the requirement of a City Council vote shall be immediately followed by that vote.

Be it further moved that City Council Rule 7, ORDER OF BUSINESS, be amended by the deletion of items XI Consideration of Resolutions and Ordinances and the renaming of item IX to Public Hearings and Votes on Ordinances and/or Resolutions and the renumber of all remaining provisions.
BE IT RESOLVED: Endorsement of Carbon Fee and Dividend

WHEREAS, destabilized weather patterns, rising sea levels, and extreme weather events now pose a substantial threat to the health, prosperity, and security of Americans; and

WHEREAS, climate changes costs’ are real, growing, and already burdening businesses, taxpayers, and municipal budgets placing our economy, infrastructure, and public safety directly at risk; and

WHEREAS, prudent action now will be far less costly than the consequences of delayed response and will create a more stable business environment for our nation; and

WHEREAS, the City Council voted unanimously to declare Portsmouth an Eco-Municipality in 2007 and signed a resolution which fully acknowledges Portsmouth's commitment and desire to become more sustainable; and

WHEREAS, the City Council voted unanimously to authorize the Mayor to sign a letter promoting the Paris Climate Agreement’s goals in 2017 calling for increasing efforts to cut greenhouse gas emissions, create a clean energy economy, and stand for environmental justice.; and

WHEREAS, through the development of the draft Portsmouth 2025 Master Plan residents expressed a strong desire for the City to be more resilient and more proactive in reducing greenhouse gas emissions and conserve resources to help mitigate the impacts of climate change for future generations; and

WHEREAS, Carbon Fee & Dividend will place a fee on fossil fuels at the source (at the well, mine, or port of entry), beginning at $15/metric ton of CO2 equivalent emissions, and steadily increase annually at $10/metric ton, as well as placing a border adjustment fee or rebate on goods traded with countries without a comparable carbon price; and

WHEREAS, all revenues are returned to American households on a per-capita basis as a monthly dividend, protecting lower and middle-income households, as two-thirds of families will break even or receive more in dividends than they would pay in higher living expenses; and

WHEREAS, Carbon Fee & Dividend will send a clear price signal to entrepreneurs and existing businesses to invest in a clean-energy economy, create jobs as the dividend puts money back into local economies, and discourage domestic businesses from relocating where they can emit more CO2 and encourage other nations to adopt an equivalent price on carbon.

NOW THEREFORE BE IT RESOLVED that the City of Portsmouth hereby endorses and urges Congress to support Carbon Fee & Dividend as a key element in reducing the risks of climate change.

This Resolution shall take effect upon passage.

APPROVED:

JACK BLALOCK, MAYOR

ADOPTED BY THE CITY COUNCIL:
Climate Change, the Risks Posed by Climate Disruption, and Effective Risk Management Strategies: Brief Facts

Characteristics of the Changing Climate
The planet is getting warmer and regardless of actions now will get warmer still in unpredictable ways for the foreseeable future. All of this stems from the burning of carbon generating CO2 filling our planetary sinks and creating a canopy that traps heat coming from CO2 burning.

- Carbon dioxide’s effect as a greenhouse gas was discovered in 1896, has been confirmed many times, and is now used in all climate models.
- Atmospheric CO$_2$ concentrations are now 43% higher than prior to the 1750s, the dawn of the industrial revolution, when we started burning coal, then later oil and natural gas (all “fossil fuels”).
- Worldwide average air temperatures have already increased 1.1°C since the 1750s.
- An increase in the average global air temperature of more than 2°C will likely pose a serious risk of crossing one or more climate thresholds (a.k.a. “tipping points”). For instance, when rising temperatures thaw the permafrost, large quantities of previously frozen methane (which is 20x more powerful a greenhouse gas than CO$_2$) will be released to the atmosphere.
- Once certain thresholds are crossed both temperature change and resulting impacts are dramatically accelerated. Thus, inaction increases the severity of the risks we face.
- The consequences of greenhouse gas (GHG) emissions are long-lived. While some GHGs (such as methane) affect the climate for decades, CO$_2$ stays in the atmosphere for centuries.

The Nature of the Risks
The biggest risk of climate change is sea level rise and storm surge arising from increasingly volatile weather. This will have the greatest impact on the poor and bring with it both global security and health risks.

- Rising GHG concentrations have been implicated in intensifying the likelihood of sea level rise, severe storms, floods, droughts, wildfires, and diseases spreading to areas having no experience with them and hence little natural resistance. For Portsmouth the risks of storm surge, sea level rise and extreme weather are fundamental. Many ecosystems are also being exposed to unaccustomed stresses, thereby increasing the risk of extinction to vulnerable species.
• As the World Bank has pointed out, the poor are the most vulnerable to these risks. This fact forms one of the major pillars of the moral case for action on climate change being advanced, not only by Pope Francis, but by many other world religious leaders as well.

• For humans, climate change poses new health risks and new risks of property loss, as well as higher costs of adapting to and coping with the damages that are now inevitable.

• Military leaders believe unmitigated climate change is already a major threat to global security and will increase the likelihood and intensity of conflicts. Examples of such conflicts include fights over increasingly scarce water and the difficulty of coping with environmental refugees fleeing lands now unsuitable for their habitation.

• Portsmouth has been actively facing into the risks from storm surge and sea level rise for years. The case made by Portsmouth, in no small part led to the report, Preparing New Hampshire for Storm Surge, Sea-level Rise and Extreme Precipitation.

• The Gulf of Maine, of which NH, is a part is warming and acidifying with impacts on many marine species that provide livelihoods for the few remaining Portsmouth fishermen as well as lobstermen. Especially vulnerable are shellfish such as mussels, oysters and clams. The lobster fisheries south of us (off Long Island and Rhode Island) have been devastated by the changing temperature/acidification conditions and no one knows how long Maine’s deeper and cooler waters will protect our lobsters from a similar fate. (The Gulf of Maine is one of two international waters now experiencing the most rapid increases in temperature. This does not bode well for Portsmouth lobstermen.) On a related note it was recently shown that Massachusetts has now lost 80% of its’ Cod population

• CO₂ emissions have delayed effects. Our climate has warmed almost 2°F (1.1°C) over the last 100 years, and much of the warming of our atmosphere today stems from CO₂ emitted 40 years ago. The north polar region, where many tipping points are geographically located, has warmed faster than elsewhere.

• Further, the ocean has absorbed 20 times as much heat as the atmosphere over the past half-century, and scientists suspect that this warmer ocean will warm the air another degree Fahrenheit (0.55°C) no matter what we do now.

The Economics of Managing the Risk A host of studies have shown that a tax on fossil fuels is the shortest route to impacting CO₂ emissions. However, such a tax by itself is a drag on the economy and hurts individuals as they bear the brunt of resulting price increases. Hence, a critical piece of a fundamental solution to carbon consumption is to keep money in the economy and provide support to tax payers.

• A host of economic studies have made several points abundantly clear:
  o action (reducing emissions) has a much lower cost than inaction;
o delay becomes more costly as the window of opportunity closes; and
o reducing emissions is far less costly than adaptation to the climate change
that is coming. But due to past delay, some of both will now be required.

- Fortunately, we know how to solve this problem—transitioning to a low-carbon future
  by becoming more energy efficient and moving to renewable resources—if we simply
  have the political will to implement the necessary changes. Most economists agree
  that putting a price on carbon would be the most cost-effective means of achieving
  this transition.

- Considerable experience has been gained with carbon pricing programs around the
  world. That experience shows that these programs can cost-effectively reduce the
  threat of climate disruption considerably, equitably and affordably. The World Bank
  notes that some 20 countries and 40 regions have already implemented (or are about
  to implement) carbon-pricing policies. These policies will cover about 25% of the
  global emissions of greenhouse gases.

- We know that carbon pricing works, but the obvious next step is to have a national,
  rather than just scattered regional, programs, and that program should include all
  sectors that emit greenhouse gases, not merely the electric power generation sector.

**The Solution, keep funds from the carbon fees in the economy by distributing them
 to households.**
Carbon is priced with a fee on fossil fuels when they come out of the ground. Then,
it is distributed to households just like a tax rebate of social security. This
transforms previously regressive carbon pricing into a progressive move. One half
to two thirds of households will at least break even, money remains in the economy
to empower business to continue to grow. With certainty as to the growth of the
fee, business can plan can make long term decisions. Projections are for 2.8 million
jobs and saving of 200,000 lives over 20 years.

- The Carbon Fee and Dividend Program referenced in this resolution would provide
  both of these features—it is national and includes all GHG-emitting sectors.
- Interestingly, this approach is a Republican idea, having been designed by George
  Shultz (Secretary of the Treasury under President Nixon and Secretary of State under
  President Reagan.) In addition, carbon fees have been supported by a host of other
  conservative Republican economists, including Art Laffer, father of supply-side-
economics under the Reagan Administration, and Greg Mankiw, the former chairman
  of the Council of Economic Advisers under President George W. Bush, among
  others.
- A study by Regional Economic Models, Inc. (REMI) examined the impact of a
  steadily-rising fee on carbon-based fuels with revenue from that fee returned to
  households in equal shares. With the fee starting at $10 per ton of carbon dioxide
emitted and rising $10 per ton each year, the major findings of the REMI study were that in 20 years:
  o CO₂ emissions would be reduced 50% below 1990 levels;
  o 2.8 million jobs would be added to the American economy, due entirely to the economic stimulus of recycling the carbon fee revenue back into the economy; and
  o 230,000 premature deaths would be avoided due to improved air quality.

The Route to Carbon Fee and Dividend, making it an idea whose time has come
The biggest challenge is to get the climate solution conversation everywhere.

- Continuing studies at Yale University show that nationally well over 50% of people consider climate change to be a significant risk and yet less the 30% have as much as one conversation a month.
- For New Hampshire, the numbers are even lower, about 50% of people are concerned but less than 25% have even one conversation a month.
- Drew Jones of Climate Interactive the firm that provides impact studies to the UN, Paris conferees and others, has said that the most important task to meet the Paris target is to raise the bar of citizen engagement.
- Citizen engagement can occur directly with individuals and faster with the help of organizations like business, local government, churches and others. Hence, these are two of the routes being taken by Citizens’ Climate Lobby and Climate Leadership Council the two principal organizations championing Carbon Fee and Dividend
- As the route to establishment of a national program is through Congress starting with the House, there is now a Climate Solutions Caucus that is fully bi-partisan and just got to 52.

The Bottom Line: A Carbon Fee and Dividend is mandatory if we are to meet the Paris target of no more than 2 degrees of warming ever. What is needed is to dramatically expand the conversation, now. As a bonus, it creates jobs, grows the economy, saves lives, and make Americans richer while substantially lowering the extraordinary risks we face from climate disruption.